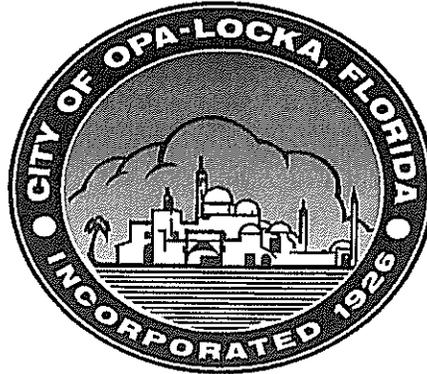


**WELCOME TO A MEETING OF THE
CITY OF OPA-LOCKA CITY COMMISSION
JULY 8, 2015**

City Commission

**Mayor Myra L. Taylor
Vice Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence K. Pinder
Commissioner Luis B. Santiago**



Appointed Officials

**Kelvin L. Baker, Sr., City Manager
Vincent T. Brown, City Attorney
Joanna Flores, City Clerk**

SPEAKING BEFORE THE CITY COMMISSION

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

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

THANKING YOU VERY MUCH, IN ADVANCE, FOR YOUR COOPERATION

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

City of Opa-locka Ordinance No. 91-12 adopted September 11, 1991 requires all persons appearing in a paid or enumerated representative capacity before the city staff, boards, committees and the City Commission to register with the City Clerk before engaging in lobbying activities. A copy of said ordinance is available in the Office of the City Clerk, 3400 NW 135 Street, Building B, Opa-locka, Florida.

PURSUANT TO FLORIDA STATUTES, CHAPTER 285.0105: "If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

***NEXT CITY COMMISSION MEETING:
JULY 22, 2015***

TABLE OF CONTENTS
REGULAR COMMISSION MEETING

July 8, 2015

SECTION 1.....APPROVAL OF MINUTES

SECTION 2.....CONSENT AGENDA

SECTION 3.....FIRST READING ORDINANCES

SECTION 4.....SECOND READING ORDINANCES/PUBLIC HEARING

SECTION 5.....OFFICIAL BOARD APPOINTMENTS

SECTION 6.....CITY EVENTS/ACTIVITIES

CITY OF OPA-LOCKA
"The Great City"

AGENDA
REGULAR COMMISSION MEETING
July 8, 2015
7:00 P.M.
Sherbondy Village Auditorium
215 Perviz Avenue
Opa-locka, FL 33054

- 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 – June 24, 2015
- 9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
- 10. PUBLIC PRESENTATIONS:**
- 11. CITIZENS' FORUM:**
(opportunity for discussion of any concerns – please limit to 3 minutes)
- 12. ACTION ITEMS (items from consent agenda pull list):**
- 13. ADMINISTRATION:**

CONSENT AGENDA:

Items listed under the Consent Agenda are viewed to be routine and the recommendation will be enacted by one motion in the form listed below. If discussion is desired, the item(s) will be removed from the Consent Agenda and will be considered separately. All Consent Agenda Resolutions will be read by title.

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAPOZNIK INSURANCE AND ASSOCIATES, LLC, AS THE MOST RESPONSIVE AND RESPONSIBLE PROPOSER TO THE CITY'S REQUEST FOR PROPOSALS (RFP) FOR AGENDA OF RECORD; PROVIDING**

FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by C.M.*

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC FOR THREE (3) FLHP ROADKING MOTORCYCLES WITH A TOTAL COST OF \$36,000.00; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by C.M.*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARING:

A. FIRST READING ORDINANCES:

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 4, ARTICLE I, SECTION 4-8; ALCOHOLIC BEVERAGES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by C.M.*

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A TERM SHEET TO RECEIVE A REVOLVING LINE OF CREDIT WITH CITY NATIONAL BANK TO PROVIDE TEMPORARY BRIDGE FINANCING FOR THE CITY'S ONGOING AND FUTURE DRINK WATER, SEWER WATER AND WASTEWATER IMPROVEMENT PROJECTS; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by C.M.*

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE XIV, SECTIONS 2-653 —2-658 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 2, ADMINISTRATION, ESTABLISHING A SCHEDULE OF FEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by L.S.*

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE RATES FOR SOLID WASTE COLLECTION SERVICES; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by C.M.*

3. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER XIII, ARTICLE V OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES REGULATING COIN OPERATED DEVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by M.T.*

4. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 11, ARTICLES I THROUGH IV AND ADDING ARTICLE V OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 11, GARBAGE AND TRASH; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by T.P.*

5. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 15, ARTICLE III OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 15, ARTICLE III LITTERING, PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by T.P.*

C. RESOLUTIONS/PUBLIC HEARING:

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORT:

20. OFFICIAL BOARD APPOINTMENTS:

Community Relations, Recreation & Activities Advisory Board
2 Individual appointments (Pinder, Santiago)

Civil Service Board
2 Individual appointments (Holmes, Pinder)

Zoning Board of Appeals
1 Individual Appointment (Holmes)

Fair Housing & Nuisance Abatement Board
1 Individual Appointments (Holmes)

21. **ADJOURNMENT:**

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

- A. City of Opa-locka Town Hall Meeting on discussion of the updated Solid Waste Ordinance, Monday, July 6, 2015 @ 6:00 p.m., Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida.
- B. City of Opa-locka Planning Council Meeting on Tuesday, July 7, 2015 at 7:00 p.m. at Sherbondy Village, 215 President Barack Obama (Perviz) Avenue, Opa-locka, Florida.
- C. City of Opa-locka Workshop on Wednesday, July 8, 2015 @ 5:30 p.m., in the Auditorium at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida, to discuss Commission Agenda Preparation Procedures and Paperless Agenda.
- D. Connect with Commissioner Joseph L. Kelley at Meet Me Monday, Monday, July 13, 2015 @ 6:00 p.m., Taxes by Natasha, 770 Opa-locka Boulevard, Opa-locka, Florida.
- E. City of Opa-locka Mayor & Commission in partnership with Feeding South Florida Food Distribution the 3rd Friday of each month (July 17, 2015) from 10:00 a.m. – 1:00 p.m., Segal Park, 2331 NW 143rd Street, Opa-locka, Florida. *Hosted by Commissioner Joseph L. Kelley*

For further information, please call the Office of the City Clerk at 305.953.2800/2801 or visit us at www.opalockafl.gov

*APPROVAL OF
MINUTES*

CITY OF OPA-LOCKA

“The Great City”

**CLERK’S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING**

June 24, 2015

7:00 P.M.

Sherbondy Village Auditorium

215 President Barack Obama (Perviz) Avenue

Opa-locka, FL 33054

1. CALL TO ORDER:

Mayor Myra L. Taylor called the meeting to order at 7:04 p.m. on Wednesday, June 24, 2015 in the Auditorium at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Timothy Holmes, Commissioner Luis B. Santiago, and Mayor Myra L. Taylor. Also in attendance were: City Manager Kelvin L. Baker, Sr., City Attorney Vincent T. Brown, and City Clerk Joanna Flores. Commissioner Joseph L. Kelley arrived at 7:05 p.m. Commissioner Terence K. Pinder was not in attendance.

3. INVOCATION:

The Invocation was delivered by Mayor Myra L. Taylor.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGEMENTS:

The Mayor and City Commission recognized Lubotes Dauphin and Officer Colin Josephs as Employees of the Month.

Mayor Taylor recognized Roosevelt Bradley, Anthony Brunson, Alex Rey, Steven Barrett, and Mayor Michael Pizzi for volunteering their time in serving as the Mayor’s Financial Task Force.

Vice Mayor Holmes acknowledged the students from North Park High School for volunteering their time to assist with a home painting Initiative.

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

The following items were pulled from the Consent Agenda to be discussed separately under Action Items: 13-1, 13-2, 13-3, and 13-4 (Commissioner Santiago).

Clerk Flores stated that agenda item 16B1 is being deferred until the July 22, 2015 Regular Commission Meeting.

Request to amend the agenda to include the following items:

14-1: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REDUCE THE MONTHLY COMPENSATION OF COMMISSIONER JOSEPH KELLEY BY 10%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by J.K.*

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

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

Commissioner Kelley	Yes
Commissioner Santiago	Yes
Commissioner Pinder	Not Present
Vice Mayor Holmes	Yes
Mayor Taylor	Yes

14-2: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REDUCE THE MONTHLY ALLOCATION OF COMMISSIONER JOSEPH KELLEY BY 10%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by J.K.*

It was moved by Commissioner Kelley, seconded by Vice Mayor Holmes to amend the agenda to include item 14-2.

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

Commissioner Santiago	Yes
Vice Mayor Holmes	Yes
Commissioner Pinder	Not Present
Commissioner Kelley	Yes
Mayor Taylor	Yes

14-3: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REDUCE THE LINE ITEM FOR COMMISSIONER JOSEPH KELLEY'S TRAVEL, SPECIAL EVENTS AND RELATED ACTIVITIES BY 10%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by J.K.*

It was moved by Commissioner Kelley, seconded by Vice Mayor Holmes to amend the agenda to include item 14-3.

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

Vice Mayor Holmes	Yes
Commissioner Santiago	Yes
Commissioner Pinder	Not Present
Commissioner Kelley	Yes
Mayor Taylor	Yes

14-4: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, EXPRESSING SYMPATHY AND FELLOWSHIP WITH THE CITY OF CHARLESTON, SOUTH CAROLINA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.
Sponsored by M.T.

It was moved by Commissioner Santiago, seconded by Commissioner Kelley to amend the agenda to include item 14-4.

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

Vice Mayor Holmes	Yes
Commissioner Kelley	Yes
Commissioner Pinder	Not Present
Commissioner Santiago	Yes
Mayor Taylor	Yes

7. APPROVAL OF AGENDA:

It was moved by Commissioner Santiago, seconded by Commissioner Kelley to approve the agenda, consent agenda and pull list.

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

Commissioner Santiago	Yes
Vice Mayor Holmes	Yes
Commissioner Pinder	Not Present
Commissioner Kelley	Yes
Mayor Taylor	Yes

8. APPROVAL OF MINUTES:

Special Commission Meeting – 03/30/2015

It was moved by Commissioner Santiago, seconded by Vice Mayor Holmes to approve the minutes of the Special Commission Meeting of March 30, 2015.

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

Vice Mayor Holmes	Yes
Commissioner Santiago	Yes
Commissioner Pinder	Not Present
Commissioner Kelley	Yes
Mayor Taylor	Yes

Special Commission Meeting – 06/01/2015

It was moved by Commissioner Santiago, seconded by Vice Mayor Holmes to approve the minutes of the Special Commission Meeting of June 1, 2015.

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

Commissioner Kelley	Yes
Vice Mayor Holmes	Yes
Commissioner Pinder	Not Present
Commissioner Santiago	Yes
Mayor Taylor	Yes

Regular Commission Meeting – 06/10/2015

It was moved by Vice Mayor Holmes, seconded by Commissioner Santiago to approve the minutes of the Regular Commission Meeting of June 10, 2015.

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

Commissioner Kelley	Yes
Commissioner Santiago	Yes
Commissioner Pinder	Not Present
Vice Mayor Holmes	Yes
Mayor Taylor	Yes

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

Larry Gardner, of Miami-Dade County Commissioner Jordan’s Office (District 1) came forward and said he did not have any reports or announcements at this time, but he will be glad to take back any concerns or issues to Commissioner Jordan.

Vice Mayor Holmes asked, are there any programs to assist citizens with having their Air Condition repaired?

Mr. Gardner said he will reach out to the Community Action Agency and give Vice Mayor Holmes a response.

Vice Mayor Holmes asked for an update on the request for a bus.

Mr. Gardner said a new set of buses will be retired in mid August.

10. PUBLIC PRESENTATION:

11. CITIZENS' FORUM:

1. Eric Redmon of 2766 NW 131st Street, Opa-locka, Florida, appeared before the City Commission and provided a copy of the Florida Statutes regarding Code Enforcement. At the last Commission Meeting misleading information was given pertaining to Code Enforcement. The Commission was told that Code Enforcement is supposed to generate revenue and that was incorrect. According to the Florida Statutes Code Enforcement is strictly for compliance, meaning people are supposed to be given a warning first and if they comply with the warning there is no civil penalties.

He commended Commissioner Kelley and Commissioner Pinder for their efforts on taking a 10% decrease.

2. Dorsey Miller of 6008 NW 62nd Terrace, Parkland, Florida, appeared before the City Commission on behalf of Academy Bus. The project that is being proposed is a plus for the City of Opa-locka and the citizens. If the project is approved, the land value will be increased and taxes generated will increase and it will create new jobs. The company wants to leave Hialeah because there is no room for growth or expansion. They anticipate increasing their staff by 90 employees. They are good corporate partners who support community activities for the youth.

3. John Riley of 2963 NW 135th Street, Opa-locka, Florida, appeared before the City Commission and said the Florida Statutes calls a criminal act theft by deception under the color of law. The City of Opa-locka has an ordinance that requires landlords to pay a fee and the city does not have a housing code or an inspection code. Miami-Dade County Ordinance 2-319 says the minimum housing code is exempt from Florida Statutes 162 which is what authorizes Special Masters. He asked the City Commission to suspend the ordinance until they get their own rules in place. If the legislation goes forward he plans to ask the County Commission to direct the County Attorney's office to enforce their ordinance and he will ask the ethics Commission to look into why this administration knowingly violates the law.

He further said in 2001 he won a court order that deferred compensation for Elected Officials was illegal and one of the former Mayors was paid out of that fund. The money is supposed to go back to the city's general fund because they are not entitled to it.

4. Dante Starks appeared the City Commission and said he spoke regarding agenda item 16A-10. He said he spoke against the item when it appeared before the Planning Council and the board voted the item down. Now it's being brought back by the City Manager and that is wrong. Everybody promises to hire employees and when they get approved no one is hired. If this item is passed, there will be gas pumps throughout the city because every area in the city is liberal industrial.

Mr. Starks further said the Commission has put forth a lot of hard work to get this city to move forward and to see a front page newspaper article that the city has a \$2 Million Dollar deficit is not good. The Mayor is the leader and there has to be some changes to fix this issue. The employees can't sleep because they don't know if they will be laid off

or fired when you have some people just walking in the door making \$20 per hour and it has not been addressed.

5. Alvin Burke of 1240 Jann Avenue, Opa-locka, Florida, appeared before the City Commission and said he tries to be in attendance at every Commission Meeting to voice his concerns, but the citizens concerns go unnoticed. The City Commission does whatever they want to do. The City Manager informed them that the city could not afford to give the employees a \$500 Holiday Bonus and reduce the millage rate. He is tired of seeing the City of Opa-locka in the newspaper with negative headlines because it's embarrassing. It has to be hard for the employees to work for this city because they haven't had a raise and now they are considering taking money from them. Some people do not make more than \$10 per hour and they are going to take 2% from them. He asked, how are the employees going to afford to pay their bills and feed their families? Mr. Burke further said if they are taking money from the employees, are they going to get their salary back? No one is addressing if it is a temporary cut or not.

6. Gregory Cunningham appeared before the City Commission and said the majority of the employees took advantage of the BMG Loan and if their salary is cut they will not be able to pay their bills.

7. Natasha Ervin of 670 Dunad Avenue, Opa-locka, Florida, appeared before the City Commission and voiced her concerns regarding the city's security company. She said the security guards come and go whenever they get ready. She opened her door at 6:45 a.m. and they were gone. Last week they were gone at 10:30 p.m. and were back by 3:00 a.m. The city does not need a security company. That money can be used towards the employees.

8. Sharena Forshay Butler of (Inaudible) NW Miami Gardens, Florida, appeared before the City Commission with a solution. She represents Miami Sisters Keeper Place of Refuge which is a Faith Based Ministry that God placed on her heart to help the community. She works with women and children that deal with rape, molestation, hurt, and pain. They are not asking for money, they just want to help the people. She teaches the girls how to cook and become women.

9. Venice Hedgeman appeared before the City Commission and said she is a Family and Psychiatric Nurse Practitioner. She deals with people that have drug abuse problems and victims of violence and rape.

10. James (Inaudible) appeared before the City Commission on behalf of My Brothers Keepers Initiative. He said he talks to the young men in an effort to direct them in the right direction and mentor them.

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

Commissioner Santiago said the sponsor of agenda items 13-1, 13-2, and 13-3 is not present so his questions will not be answered; therefore, he would like to withdraw his request to pull those items.

Attorney Brown said the Commission has to reset the agenda.

It was moved by Commissioner Santiago, seconded by Commissioner Kelley to approve the agenda eliminating agenda items 13-1, 13-2, and 13-3 from the pull list. Those items will be placed under the consent agenda.

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

Commissioner Santiago	Yes
Vice Mayor Holmes	Yes
Commissioner Pinder	Not Present
Commissioner Kelley	Yes
Mayor Taylor	Yes

1. (13-4) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH DOWNTOWN TOWING, NU-WAY TOWING, SUNSHINE TOWING AND DOLPHIN TOWING FOR CITYWIDE TOWING SERVICES ON A ROTATIONAL BASIS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by C.M.*

The above resolution was read by title by Attorney Brown.

It was moved by Commissioner Santiago, seconded by Commissioner Kelley to pass the resolution.

Commissioner Santiago said he has concerns because the city is too small to use four companies for towing services. He asked, how will the people know what company has their vehicle?

Manager Baker said they initially started with three or four companies and some have dropped or gone out of business which limited them to the few that remained left. To avoid having to repeat that process, he would like to rotate them on a monthly or quarterly basis. In addition, in a general practice, if a vehicle is towed the owner contacts the local police department.

Commissioner Santiago said he does not see the purpose of selecting four companies. He said he would like to support the resolution, but not in its current fashion. He thinks two companies will suffice.

Commissioner Kelley said the RFP document did not address non-compliance and that's where his concerns lie. He asked, have they had a problem with non-compliance from vendors?

Manager Baker replied, yes.

Commissioner Kelley asked, where did the selected companies fit in terms of compliance?

Manager Baker said in terms of giving the Police Department maximum flexibility if one company is not available they will obviously go to the next company. The concept is to avoid from repeating the same process.

Commissioner Kelley asked, how long is the agreement?

Manager Baker said the agreement is three years with an option to renew.

Commissioner Kelley said that's part of his heartburn, because if they have non-compliance then they have to keep them for three years.

Manager Baker said non-compliance will be a reason for them to be disqualified.

Commissioner Kelley asked, was the RFP advertised for three years?

Manager Baker replied, yes.

Commissioner Kelley said he does not like three years and he would like to see a mechanism that the Commission can review the contract within a year or two to make sure the non-compliance threshold is being met. He asked, can they come back to review it or get an update in a year or two?

Attorney Brown said if the proposers agree to amend the terms and conditions of the RFP and accept them. It is up to the contracting parties to amend the agreement.

Commissioner Kelley said he want the Commission to be able to come back and look at the contract.

Attorney Brown said if Commissioner Kelley wants a status report then he can request the City Manager to do that.

Vice Mayor Holmes said the City Manager has a reason for sending the RFP out in this format.

Commissioner Santiago requested to amend the above resolution to select two companies with a one year contract.

Mayor Taylor asked the City Attorney, how can they select two companies out of the four recommended by the City Manager?

Vice Mayor Holmes suggested that they keep the four companies, but with a one year contract.

Attorney Brown said with regards to the question asked by the Mayor, which is a policy decision for the Commission to make. The City Manager had a reason for selecting four companies with a three year contract. If the Commission chooses to amend the recommendation of the City Manager it is within their right to do so. His only concern is going from a three year contract to a one year contract when the invitation of bid specified a three year contract with a one year option.

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

Vice Mayor Holmes	Yes
Commissioner Santiago	Yes
Commissioner Pinder	Not Present
Commissioner Kelley	No
Mayor Taylor	Yes

13. CONSENT AGENDA:

(13-1) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REDUCE THE MONTHLY COMPENSATION OF COMMISSIONER TERENCE PINDER BY 10%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by T.P.*

(13-2) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REDUCE THE MONTHLY ALLOCATION OF COMMISSIONER TERENCE PINDER BY 10%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by T.P.*

(13-3) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REDUCE THE LINE ITEM FOR COMMISSIONER TERENCE PINDER'S TRAVEL, SPECIAL EVENTS AND RELATED ACTIVITIES BY 10%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by T.P.*

(13-5) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CSA CENTRAL, INC., FOR DEBRIS MONITORING SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by C.M.*

(13-6) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE ISSUANCE BY THE CAPITAL TRUST AGENCY OF ITS REVENUE BONDS FOR THE PPURPOSE OF FINANCING CERTAIN MULTIFAMILY RENTAL HOUSING FACILITIES LOCATED IN THE CITY OF OPA-LOCKA, FLORIDA, AND FOR PURPOSES OF SECTION 147 (F) OF THE INTERNAL REVENUE CODE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by T.H.*

The above resolutions were read by title by Attorney Brown.

It was moved by Vice Mayor Holmes, seconded by Commissioner Kelley to pass items 1, 2, 3, 5, and 6 of the consent agenda.

The motion passed by a 4-0 vote.

Commissioner Kelley	Yes
Vice Mayor Holmes	Yes
Commissioner Pinder	Not Present
Commissioner Santiago	Yes
Mayor Taylor	Yes

14. NEW ITEMS:

Clerk Flores informed the City Attorney that New Items has to be read into the record individually.

Attorney Brown said they can be read together then take an individual vote because they are resolutions.

Commissioner Kelley requested that the City Attorney show him where that is permissible because he is concerned this may come up in the future. New Items sometimes require individual discussions and he does not want to set a precedent. In this case it's probably not an issue, but he is concerned futuristically.

14-1: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REDUCE THE MONTHLY COMPENSATION OF COMMISSIONER JOSEPH KELLEY BY 10%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by J.K.*

14-2: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REDUCE THE MONTHLY ALLOCATION OF COMMISSIONER JOSEPH KELLEY BY 10%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by J.K.*

14-3: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REDUCE THE LINE ITEM FOR COMMISSIONER JOSEPH KELLEY'S TRAVEL, SPECIAL EVENTS AND RELATED ACTIVITIES BY 10%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by J.K.*

The above resolutions were read by title by Attorney Brown.

It was moved by Commissioner Kelley, seconded by Commissioner Santiago to pass items 1, 2, and 3 of the New Items.

Commissioner Santiago said one of his other colleagues sponsored the same legislation and he is really tired because this is not going to change the city's budget problems. He is a servant leader, he serves the public. He does not want to throw flowers; the reality is this is not going to do anything. He collects money for all of his events but the problem is the money that is being spent on unnecessary things.

Commissioner Kelley said the great thing about the democracy is they all have their own opinions. For the record, when the employees had to take furloughs days and had pay cuts he took those cuts, which he had deducted from his check. He asked the City Manager prior to the meeting to deduct 10% from his checks because he believes in leading by example. Commissioner Kelley asked the City Manager, are his requested pay cuts included in the budget discussion?

Manager Baker replied, yes.

Commissioner Kelley said he does not need to grand stand or throw flowers, but he strongly believes in leading by example. He said he have being talking about the unnecessary spending, excessive hiring, and outside contracts since January. He does not need to impress anybody because what he does it from the heart. If the employees have to take a pay cut then everyone needs to share that pain. He agrees, 10% will not solve the budget issues, but he still believes in leading by example.

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

Commissioner Kelley	Yes
Commissioner Santiago	Yes
Commissioner Pinder	Not Present
Vice Mayor Holmes	Yes
Mayor Taylor	Yes

14-4: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, EXPRESSING SYMPATHY AND FELLOWSHIP WITH THE CITY OF CHARLESTON, SOUTH CAROLINA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.
Sponsored by M.T.

The above resolution was read by title by Attorney Brown.

It was moved by Vice Mayor Holmes, seconded by Commissioner Kelley to pass the resolution.

Commissioner Kelley asked the Mayor will she be sending a letter to the Mayor?

Mayor Taylor said she's going to start with the above resolution.

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

Commissioner Santiago	Yes
Vice Mayor Holmes	Yes
Commissioner Pinder	Not Present
Commissioner Kelley	Yes
Mayor Taylor	Yes

15. PLANNING & ZONING:

A. HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARING:

A. FIRST READING:

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ELIMINATING THE ZONING BOARD AND DELEGATING THOSE DUTIES TO THE PLANNING COUNCIL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by M.T.*

The above ordinance was read by title by Attorney Brown.

The above ordinance died for lack of a motion.

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, SECTION 2-28 OF THE CITY OF OPA-LOCKA CODE RELATING TO COMMISSION MEETINGS; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by M.T.*

The above ordinance was read by title by Attorney Brown.

The above ordinance died for lack of a motion.

3. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE RULES FOR CONDUCT OF DEBATE DURING CITY COMMISSION MEETINGS; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by L.S.*

The above ordinance was read by title by Attorney Brown.

It was moved by Commissioner Santiago, seconded by Commissioner Kelley to pass the above ordinance.

There being no discussion, the motion failed by a 2-2 vote.

Commissioner Kelley	Yes
Commissioner Santiago	Yes
Commissioner Pinder	Not Present
Vice Mayor Holmes	No
Mayor Taylor	No

4. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE NO. 04-09 PROVIDING FOR PAYMENT OF AN IMPACT ON LAND DEVELOPMENT IN THE CITY OF OPA-

LOCKA FOR PROVIDING ROAD DRAINAGE AND RELATED FACILITIES NECESSITATED BY SUCH NEW DEVELOPMENT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by C.M.*

The above ordinance was read by title by Attorney Brown.

It was moved by Vice Mayor Holmes, seconded by Commissioner Kelley to pass the above ordinance.

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

Commissioner Santiago	Yes
Vice Mayor Holmes	Yes
Commissioner Pinder	Not Present
Commissioner Kelley	No
Mayor Taylor	Yes

5. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 04-10 PROVIDING FOR PAYMENT OF AN IMPACT ON LAND DEVELOPMENT IN THE CITY OF OPA-LOCKA FOR PUBLIC SAFETY NECESSITATED BY SUCH NEW DEVELOPMENT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by C.M.*

The above ordinance was read by title by Attorney Brown.

It was moved by Vice Mayor Holmes, seconded by Commissioner Kelley to pass the above ordinance.

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

Vice Mayor Holmes	Yes
Commissioner Santiago	Yes
Commissioner Pinder	Not Present
Commissioner Kelley	Yes
Mayor Taylor	Yes

6. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 04-11 PROVIDING FOR PAYMENT OF AN IMPACT ON LAND DEVELOPMENT IN THE CITY OF OPA-LOCKA FOR NEW PARKS AND RELATED FACILITIES NECESSITATED BY SUCH NEW DEVELOPMENT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by C.M.*

The above ordinance was read by title by Attorney Brown.

It was moved by Vice Mayor Holmes, seconded by Commissioner Kelley to pass the above ordinance.

Commissioner Santiago asked, what is the purpose of the above ordinance?

Manager Baker said these are a series of Impact Fees for new developers that come into the city. As a result of them coming into our city they create an impact and they have to pay a fee associated with their impact so the residents does not have to pay for the impact that a new business bring.

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

Vice Mayor Holmes	Yes
Commissioner Kelley	Yes
Commissioner Pinder	Not Present
Commissioner Santiago	Yes
Mayor Taylor	Yes

7. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE INCORPORATED AREAS OF THE CITY OF OPA-LOCKA, FLORIDA; IMPOSING AN IMPACT FEE ON LAND DEVELOPMENT IN THE CITY OF OPA-LOCKA FOR PROVIDING FOR NEW WATER AND SEWER AND RELATED FACILITIES NECESSITATED BY SUCH NEW DEVELOPMENT; STATING THE AUTHORITY FOR ADOPTION OF THE ORDINANCE; PROVIDING DEFINITIONS; PROVIDING FINDINGS AND DECLARATIONS OF THE CITY COMMISSION; PROVIDING FOR THE PAYMENT AND TIME OF PAYMENT OF A WATER AND SEWER IMPACT FEE; PROVIDING FOR REVIEW OF WATER AND SEWER IMPACT FEES AND THE FEE SCHEDULES; PROVIDING FOR THE ESTABLISHMENT OF A WATER AND SEWER IMPACT FEE DISTRICT; PROVIDING FOR THE PLACEMENT OF REVENUE COLLECTED FROM WATER AND SEWER IMPACT FEES INTO THE WATER AND SEWER IMPACT FEE TRUST FUND ESTABLISHED FOR THAT PURPOSE; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING FOR REFUND OF UNEXPENDED FUNDS; PROVIDING FOR USE OF FUNDS DERIVED FROM WATER AND SEWER IMPACT FEES; PROVIDING THAT WATER AND SEWER IMPACT FEES MAY BE PLEDGED TOWARD PAYMENT OF BOND ISSUES AND SIMILAR DEBT INSTRUMENTS; PROVIDING FOR PENALTIES FOR VIOLATION OF THIS ORDINANCE; CONTAINING A REPEALER PROVISION FOR SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by C.M.*

The above ordinance was read by title by Attorney Brown.

It was moved by Vice Mayor Holmes, seconded by Commissioner Kelley to pass the above ordinance.

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

Commissioner Kelley	Yes
Commissioner Santiago	Yes
Commissioner Pinder	Not Present
Vice Mayor Holmes	Yes
Mayor Taylor	Yes

8. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 4, ARTICLE I, SECTION 4-8; ALCHOLIC BEVERAGES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.
Sponsored by C.M.

The above ordinance was read by title by Attorney Brown.

It was moved by Vice Mayor Holmes, seconded by Commissioner Kelley to pass the above ordinance.

Mayor Taylor asked, do they have legislation similar to this?

Clerk Flores said she would have to do some research, but there is an ordinance on alcoholic beverage.

Commissioner Santiago said they have to be sure to follow rules and regulations in the residential areas because they have night clubs that stay open after 10:00 a.m.

Manager Baker said this legislation is distance requirement from parks and religious institutions.

Commissioner Santiago said he does not want alcohol or night clubs near residential areas.

Attorney Brown said this ordinance is an amendment to an existing ordinance.

Commissioner Santiago said he would like to make an amendment to include residential areas.

Manager Baker said he would be happy to sit down with Commissioner Santiago and discuss his concerns to include them in the second reading.

Commissioner Santiago suggested that the City Manager defer the item until the next Commission Meeting.

Manager Baker said he would like to move forth with the ordinance as is.

Attorney Brown said the ordinance can be amended at the second reading as long as the title does not change.

Manager Baker deferred the above ordinance.

9. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP) OF THE CITY OF OPA-LOCKA, FLORIDA, TO CHANGE THE LAND USE OF THE PROPERTY IDENTIFIED BY FOLIO 08-2129-018-0010, FROM UTILITY TO INDUSTRIAL; THE PROPERTY IS LEGALLY DESCRIBED BELOW; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by C.M.*

The above ordinance was read by title by Attorney Brown.

It was moved by Vice Mayor Holmes, seconded by Commissioner Santiago to pass the above ordinance.

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

Vice Mayor Holmes	Yes
Commissioner Santiago	Yes
Commissioner Pinder	Not Present
Commissioner Kelley	Yes
Mayor Taylor	Yes

10. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING ORDINANCE NO. 86-8, ARTICLE 6.11, LIBERAL INDUSTRIAL DISTRICT, SECTION E. 4(c) OF THE CITY OF OPA-LOCKA LAND DEVELOPMENT REGULATION CODE TO PERMIT A GASOLINE PUMP, ON ANY LOT OR WITHIN ANY STRUCTURE IN THIS DISTRICT TO SERVE VEHICLES USED SOLELY IN CONNECTION WITH THE LICENSED BUSINESS PERMITTED ON SUCH LOT AND WHEN SO LOCATED, SHALL NOT BE VISIBLE FROM VIEW FROM THE STREET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by C.M.*

The above ordinance was read by title by Attorney Brown.

It was moved by Commissioner Santiago, seconded by Vice Mayor Holmes to pass the above ordinance.

Commissioner Santiago said he has concerns that the city will not receive taxes from this property. The city has to be very careful about opening a gas station on private property.

Commissioner Kelley asked the City Manager and Staff, will allowing a gas station to be built on this site set a precedence for the future?

Mr. Gay said the precedence that will be set is that they will allow businesses to have their own fueling. The company will have to go through the same process of going to the Planning Council then go before the City Commission.

Commissioner Kelley asked, will this set something new for future business owners?

Mr. Gay said this precedence is already set in another zoning classification. The zoning code is being updated and there is language that will suggest that these categories be merged in order to allow this precedence to be established in this area as well.

Commissioner Kelley said he does not want to set precedence so he will not support this legislation.

Mayor Taylor asked, did this item pass by the Planning Council?

Mr. Gay said this particular item did not pass by the Planning Council.

Vice Mayor Holmes asked, why didn't it pass?

Mr. Gay said the vote was a tie which nullifies the fact that the Planning Council wanted it to be passed.

Vice Mayor Holmes asked, is this a health hazard?

Mr. Gay said he does not consider it a health hazard based on the location.

Vice Mayor Holmes asked Mr. Gay, does he support this item?

Mr. Gay said he does support it.

Commissioner Kelley said the Department Director said the item did not pass due to a 2-2 vote, but he is looking at documentation that says the item failed by a 3-2 vote.

Mr. Gay said the documentation is correct; the vote was 3-2.

There being no further discussion, the motion failed by a 3-1 vote.

Vice Mayor Holmes	Yes
Commissioner Kelley	No
Commissioner Pinder	Not Present
Commissioner Santiago	No
Mayor Taylor	No

B. SECOND READING ORDINANCES/PUBLIC HEARING:

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER ADOPTING THE CITY OF OPA-LOCKA HUD COMMUNITY GRANT-BASED AMENDMENTS TO THE COMPREHENSIVE DEVELOPMENT MASTER PLAN AND TO THE FUTURE LAND USE MAP, ALSO KNOWN AS THE SUSTAINABLE OPA-LOCKA 20/30 COMPREHENSIVE PLAN, AND AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND TO OTHER REVIEW AGENCIES (first reading held on May 27, 2015). *Sponsored by C.M.*

Manager Baker deferred the above ordinance.

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 7.73 OF THE CITY CODE TO ADDRESS DESIGNATION OF BUILDINGS AS UNFIT FOR HUMAN HABITATION; OWNER'S DUTY TO RELOCATE; TENANTS' RIGHTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading held on May 27, 2015). *Sponsored by T.P.*

The above ordinance was read by title by Attorney Brown.

Mayor Taylor opened the floor for a public hearing. There being no persons to speak on the public hearing, the public hearing was closed.

It was moved by Commissioner Santiago, seconded by Commissioner Kelley to pass the above ordinance.

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

Commissioner Kelley	Yes
Commissioner Santiago	Yes
Commissioner Pinder	Not Present
Vice Mayor Holmes	Yes
Mayor Taylor	Yes

C. RESOLUTIONS/PUBLIC HEARING:

17. CITY MANAGER'S REPORT:

Manager Baker said his report was provided in writing, but he is happy to say that they are in the process of finalizing the Comprehensive Financial Report and he plans to call a Special Meeting to have it adopted. He is continuing to make progress with the infrastructure efforts and they have wrapped up Alexandria Drive. He is finalizing the renovation efforts at Town Center and staff is expected to move in the last week in July. Manager Baker said he provided his plan to close the budget gap and he is moving full speed ahead with the plan. He said his goal is to minimize the impact and keep the impact that affects the employees to a minimum.

Vice Mayor Holmes said he know it is budget time and he hope the City Manager knows how to prepare his budget for the fiscal year. He wants the City Manager to put the budget together the way he knows how to do it because he will not support anything from a Task Force or anyone else. He further said he want the City Manager to be fair with the employees, if that means he has to lay people off then he expects him to do it fair. It has

been brought to his attention that some employees just got to the city and they make \$20.00 per hour when some people been here for over ten years making \$10.00 per hour.

Commissioner Kelley said he received what he thought was an update on the recommendation to the Task Force response. The resolution that was passed by the Commission at the Special Meeting which directed him to review and have something for June 24th. He asked the City Manager if he is referencing the memo that was given to them as his plan to move forth?

Manager Baker replied, yes.

Commissioner Kelley said he does not support having something sent to him in writing and he does not believe the Commission should endorse that without legislation. There are several elements to this action to be implemented and he does not have clarity on how the gap will be closed. He is concerned because he received phone calls from people telling him who was going to be laid off and he hasn't seen a list of layoffs. For the record, he opposes to endorsing the City Manager's plan because he need to know the specifics.

He further said at the previous Commission Meeting he asked if employees were still getting raises and if any new people were hired and he is still waiting on the memorandum to address his questions.

Commissioner Santiago said Commission Meetings are for the citizens and nothing is crazy. He asked the City Manager will he be scheduling a meeting to discuss the budget?

Manager Baker said no. He plans to move forward and balance the budget. He thinks it is in the guidelines of the charter for him to deal with this issue.

Commissioner Santiago asked, how much is the budget gap?

Manager Baker said they are working off a \$900,000 budget gap.

Mayor Taylor said the Task Force was put together to find money so the employees would not have to take a hit.

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORT:

Commissioner Kelley thanked staff for their assistance with the Farm Share Food Distribution. He announced that the Seniors Computer Class will start in July and it does not cost the city anything because the classes are conducted by the Interns. He introduced Steven Pedroso who is currently fulfilling his internship from Florida International University. Commissioner Kelley said he has served as the Chair and he is concerned about the way the meetings are done. Some citizens said he left the Special Commission Meeting as if he was upset, but he left due to previous commitments at his church. When he asked to speak on an item which he always does respectfully he is overlooked. He

always goes through the proper channels to speak, but it is disturbing because it has happened on several occasions.

Mayor Taylor said she have no problems letting anyone speak. Sometimes she does not hear them and that's the reason she did not let Commissioner Kelley speak. She has not stopped anyone from speaking.

She further mentioned that the city received a letter stating that Congresswoman Frederica Wilson secured \$400,000 EPA Revitalization Grant for the City of Opa-locka. She directed the City Clerk to send a thank you letter to the congresswoman.

20. OFFICIAL BOARD APPOINTMENTS:

Mayor Taylor appointed Christina Brown to the Community Relations, Recreation & Activities Advisory Board. In addition she appointed Henry Francois to the Civil Service Board. Magda Demeritt was appointed to the Fair Housing & Nuisance Abatement Board. Mayor Taylor appointed Robert Tyler to the Planning Council.

21. ADJOURNMENT:

There being no further business to come before the Commission, it was moved by Vice Mayor Holmes, seconded by Commissioner Kelley to adjourn the meeting at 9:20 p.m.

ATTEST:

MAYOR

CITY CLERK

CONSENT AGENDA

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAPOZNIK INSURANCE AND ASSOCIATES, LLC, AS THE MOST RESPONSIVE AND RESPONSIBLE PROPOSER TO THE CITY'S REQUEST FOR PROPOSALS (RFP) FOR AGENT OF RECORD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City of Opa Locka issued an RFP for Agent of Record in order to provide these services to the City; and

WHEREAS, the City received six applications and the Selection Commission met on June 11th, 2015 to evaluate the proposals; and

WHEREAS, the Evaluation Committee ranked Sapoznik Insurance and Associates, LLC as the most responsive bidder.

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

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

Section 2. The City Commission of the City of Opa-locka hereby authorizes the City Manager to enter into an Agreement with Sapoznik Insurance Associates, LLC to serve as to City's Agent of Record.

PASSED AND ADOPTED this ___ day of _____, 2015.

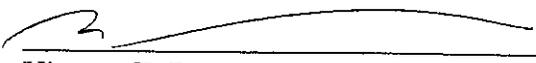
Resolution _____

MYRA TAYLOR
MAYOR

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk



Vincent T. Brown, Esq.
BROWN LAW GROUP, LLC
City Attorney

Moved by: _____
Seconded by: _____
Commission Vote: _____
Commissioner Kelley: _____
Commissioner Pinder: _____
Commissioner Santiago: _____
Vice-Mayor Holmes: _____
Mayor Taylor: _____



City of Opa-Locka Agenda Cover Memo

Commission Meeting Date: 06/24/2015	06/24/2015	Item Type: <small>(Enter X in box)</small>	Resolution X	Ordinance	Other
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading	
	X		Public Hearing: <small>(Enter X in box)</small>	Yes	No
Funding Source: <small>Account#</small>	<small>(Enter Fund & Dept)</small> Ex:		Advertising Requirement: <small>(Enter X in box)</small>	Yes	
				No X	
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #: 15-0106100 Agent of Record		
	X				
Strategic Plan Related <small>(Enter X in box)</small>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input checked="" type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communcation <input type="checkbox"/>	Strategic Plan Obj./Strategy: <small>(li specific objective/strategy this item will ac</small> For the interest of employee safety, health environment, and business operations in City.	
		X			
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Agent of Record

Staff Summary:

The City issued an RFP for Agent of Record in order to enter into an agreement with a responsible and experienced firm to provide this service. It would be the recommendation of staff to enter into an agreement with Sapoznik Insurance & Associates, LLC. as the most responsible proposer.

102100

Proposed Action:

Staff recommends approval in the interest of business operations in the City.

Attachment:

- (1) Total of proposed companies
- (2) Evaluation summaries
- (3) Evaluation sheets
- (4) Resolution 15-8959



City of
OPA-LOCKA
Florida

MEMORANDUM

To: Mayor Myra L. Taylor
Vice Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence Pinder
Commissioner Luis B. Santiago

From: Kelvin L. Baker, Sr., City Manager

Date: June 18, 2015

Re: Award of Contract for Agent of Record

REQUEST: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAPOZNIK INSURANCE & ASSOCIATES, LLC, AS THE MOST RESPONSIVE AND RESPONSIBLE PROPOSER TO THE CITY'S REQUEST FOR AGENT OF RECORD.

Description: The City issued an RFP for Agent of Record in order to enter into an agreement with a responsible and experienced firm to provide services with the City. A total of six (6) vendors submitted proposals: (1) Brown & Brown Employee Benefits Consulting; (2) Kahn Carlin Trusted Choice; (3) Citrin Financial & Insurance; (4) Gelin Benefits Group; (5) Sapoznik Insurance & Associated, LLC; (6) Brown & Brown of Florida, Inc. The Evaluation committee met on June 11, 2015 to review the bid results.

Financial Impact: For medical coverage commission percentage rate is five percent (5%).

Implementation Timeline: As soon as possible.

Legislative History: Resolution number 15-8959

Analysis: Below is a table of the amounts proposed by each bidder:

SUMMARY TOTALS

Sapoznik	470
Brown & Brown of Florida	440
Brown & Brown Employee	414
Citrin Financial & Insurance	396
Kahn Carlin Trusted Choice	386
Gelin Benefits Group	381

It would be the recommendation of staff to enter into an agreement with Sapoznik Insurance & Associates, LLC as the most responsive proposer for Agent of Record.

Attachments: (1) Total of proposed companies
(2) Evaluation summaries
(3) Evaluation sheets
(4) Resolution 15-8959

Prepared By: Rose McKay, Purchasing Officer

RFP 15-0106100 AGENT OF RECORD REVIEW JUNE 11, 2015 2:00PM

	PRICE PROPOSAL max pts 35	PROJECT APPROACH max pts 30	EXPERIENCE & QUALIFICATIONS max pts 25	REFERENCES max pts 10	TOTAL
Brown & Brown Employee					
Anyelina	35	20	10	5	
T C	35	15	24	7	
Mary	35	28	24	8	
Kierra	35	20	21	9	
Gregory	35	23	20	5	
TOTAL	175	106	99	34	414
Kahn Carlin Trusted Choice					
Anyelina	34	10	10	5	
T C	34	10	22	8	
Mary	34	28	21	8	
Kierra	34	15	20	9	
Gregory	34	20	23	7	
TOTAL	170	83	96	37	386
Citrin Financial & Insurance					
Anyelina	33	10	10	5	
T C	33	15	23	10	
Mary	33	25	21	9	
Kierra	33	15	20	10	
Gregory	33	25	25	8	
TOTAL	165	90	99	42	396
Gelin Benefits Group					
Anyelina	32	20	10	5	
T C	32	20	10	8	
Mary	32	26	20	8	
Kierra	32	17	19	9	
Gregory	32	22	20	7	
TOTAL	160	105	79	37	381
Sapoznik					
Anyelina	32	30	25	10	
T C	32	29	21	10	
Mary	32	30	25	10	
Kierra	32	29	23	10	
Gregory	32	27	23	8	
TOTAL	160	145	117	48	470
Brown & Brown of Florida					
Anyelina	35	20	15	5	
T C	35	30	25	10	

Mary	35	29	23	10	
Kierra	35	20	20	5	
Gregory	35	21	23	9	
TOTAL	175	120	106	39	440

SUMMARY TOTALS

Sapoznik	470
Brown & Brown of Florida	440
Brown & Brown Employee	414
Citrin Financial & Insurance	396
Kahn Carlin Trusted Choice	386
Gelin Benefits Group	381

RFP 15-0106100 AGENT OF RECORD REVIEW JUNE 11, 2015 2:00 PM

	Brown & Brown Employee	Kahn Carlin Trusted Choice	Citrin Financial & Insurance	Gelin Benefits Group	Sapoznik	Brown & Brown of Florida
PRICE PROPOSAL max pts 35	30	34	33	32	32	35
PROJECT APPROACH max pts 30	20	10	10	20	30	20
EXPERIENCE & QUALIFICATIONS max pts 25	10	10	10	10	25	15
REFERENCES max pts 10	5	5	5	5	10	5

26 25 25 35 45 40

 Anyelina Cuevas 6/11/15

SIGN PRINT DATE



	Brown & Brown Employee	Kahn Carlin Trusted Choice	Citrin Financial & Insurance	Gelin Benefits Group	Sapoznik	Brown & Brown of Florida
PRICE PROPOSAL max pts 35	35	34	33	32	32	35
PROJECT APPROACH max pts 30	15	10	15	20	29	30
EXPERIENCE & QUALIFICATIONS max pts 25	24	22	23	10	21	25
REFERENCES max pts 10	7	8	10	8	10	10

81 74 81 70 92 100

T.C. Adderly

T. C. ADDERLY 6.15.2015

SIGN PRINT DATE

Handwritten initials/signature

RFP 15-0106100 AGENT OF RECORD REVIEW JUNE 11, 2015 2:00 PM

	Brown & Brown Employee	Kahn Carlin Trusted Choice	Citrin Financial & Insurance	Gelin Benefits Group	Sapoznik	Brown & Brown of Florida
PRICE PROPOSAL max pts 35	35	34	33	32	32	35
PROJECT APPROACH max pts 30	28	28	25	26	30	29
EXPERIENCE & QUALIFICATIONS max pts 25	24	21	21	20	25	23
REFERENCES max pts 10	8	8	9	8	10	10

Mary Brown

SIGN

Mary Brown

PRINT

6-16-18

DATE

Handwritten signature and initials in the top right corner of the page.

RFP 15-0106100 AGENT OF RECORD REVIEW JUNE 11, 2015 2:00 PM

	Brown & Brown Employee	Kahn Carlin Trusted Choice	Citrin Financial & Insurance	Gelin Benefits Group	Sapoznik	Brown & Brown of Florida
PRICE PROPOSAL max pts 35	35	34	33	32	32	35
PROJECT APPROACH max pts 30	20	15	15	17	29	20
EXPERIENCE & QUALIFICATIONS max pts 25	21	20	20	19	23	20
REFERENCES max pts 10	9	9	10	9	10	5


 SIGN

Sierra Klard

6-15-15

PRINT DATE



RFP 15-0106100 AGENT OF RECORD REVIEW JUNE 11, 2015 2:00 PM

	Brown & Brown Employee	Kahn Carlin Trusted Choice	Citrin Financial & Insurance	Gelin Benefits Group	Sapoznik	Brown & Brown of Florida
PRICE PROPOSAL max pts 35	35	34	33	32	32	35
PROJECT APPROACH max pts 30	23	20	25	22	27	28
EXPERIENCE & QUALIFICATIONS max pts 25	20	23	25	20	23	23
REFERENCES max pts 10	5	9	8	7	8	9

APR 4 027 4AM 6/13/2015

SIGN

PRINT

DATE



By signing below you are acknowledging receipt of the following proposals as submitted in response to the City of Opa-locka RFP NO. 15-0106100

REQUEST FOR PROPOSALS (RFP) NO. 15-0106100
Agent of Record

NAME OF COMPANY	# of Copies
<p>1. Brown & Brown Employee Benefits Consulting And Brokerage Services 14900 NW 79th Court, Ste. 200 Miami Lakes, FL 33016 Tele: 305.714.4400 Email: mcastellanos@bbmia.com Contact: Martha Castellanos, Employee Benefits Leader</p>	5 Copies / 1 CD
<p>2. Kahn Carlin Trusted Choice 3350 South Dixie Highway Miami, FL 33133 Tele: 305.446.2271 Fax: 305.448.3127 Email: ltraeger@kahn-carlin.com Contact: Laura Traeger, AAI, CPIW, President</p>	5 Copies / 1 CD
<p>3. Citrin Financial & Insurance 300 71st Street, Ste. 300 Miami Beach, FL 33141 Tele: 305.591.0999 Fax: 305.861.0032 Email: chascitrin@aol.com Contact: Charles A. Citrin, President</p>	5 Copies / 1 CD
<p>4. Gelin Benefits Group 6750 N. Andrews Avenue, Ste. 200 Fort Lauderdale, FL 33309 Tele: 954.947.6867 Contact: Elberg Mike Gelin, President</p>	5 Copies / 1 CD

5. Sapoznik
1100 NE 163rd Street, 2nd Floor
North Miami Beach, FL 33162
Tele: 305.948.8887
Fax: 305.576.0644
Email: EugeneM@Sapoznik.com
Contact: Rachel Sapoznik, CEO
6. Brown & Brown of Florida, Inc.
220 S. Ridgewood Avenue
Daytona Beach, FL 32114
Tele: 386.333.6008
Fax: 386.238.8919
Email: dmcclintock@bbdaytona.com
Contact: Danielle McClintock, GBA, GBDS, Account Executive



Received by: Office of the City Manager



Date: 06/02/2015

Sponsored by: Commissioner Pinder

RESOLUTION NO. 15-8959

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO ISSUE A RFQ FOR AGENT OF RECORD FOR THE CITY OF OPA-LOCKA AND BRING BACK A RECOMMENDATION TO THE CITY COMMISSION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-locka entered into an agreement with Citrin Financial Insurance, Inc., which currently serves as Agent of Record for the City of Opa-locka; and

WHEREAS, the Agent of Record serves as an insurance agent for the City; and

WHEREAS, the City's insurance is a expensive item and the City would benefit from competition for the position of City Insurance Agent.

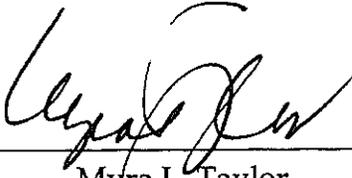
NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

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

Section 2. The City Commission hereby directs the City Manager to issue an RFQ for Agent of Record and come back before the City Commission for final selection.

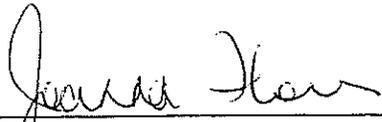
Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13th day of April, 2015.



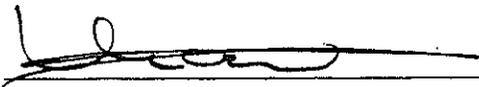
Myra L. Taylor
Mayor

Attest to:



Joanna Flores
City Clerk

Approved as to form and legal sufficiency:



VINCENT T. BROWN, Esq.
The Brown Law Group, LLC
City Attorney

Moved by:	COMMISSIONER PINDER
Seconded by:	COMMISSIONER SANTIAGO
Commissioner Vote:	4-0
Commissioner Kelley:	NOT PRESENT
Commissioner Pinder:	YES
Commissioner Santiago:	YES
Vice Mayor Holmes:	YES
Mayor Taylor:	YES

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC FOR THREE (3) FLHP ROADKING MOTORCYCLES WITH A TOTAL COST OF \$36,000.00; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Motorcycles are an essential element in traffic enforcement and other police enforcement efforts; and

WHEREAS, the City Commission desires to improve and better equip the Opa Locka Police Department;

WHEREAS, attached as Exhibit "A" is the proposed lease agreement;

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

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

Section 2. The City Commission of the City of Opa-locka hereby authorizes the City Manager to enter into the attached lease agreement with Peterson's Harley-Davidson of Miami, LLC for three motorcycles, at a cost of \$500.00 per month, totaling \$1,500 per month, for a total cost of \$36,000 to be taken from account number 22-521649.

PASSED AND ADOPTED this ___ day of _____, 2015.

Resolution _____

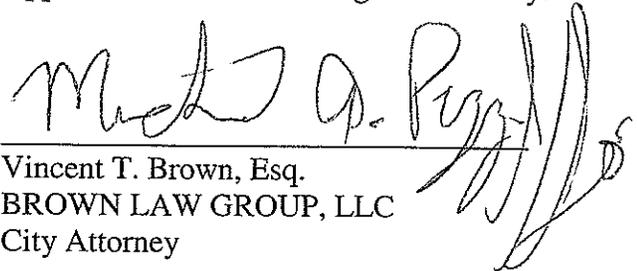
MYRA TAYLOR
MAYOR

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Vincent T. Brown, Esq.
BROWN LAW GROUP, LLC
City Attorney



Moved by: _____
Seconded by: _____
Commission Vote: _____
Commissioner Kelley: _____
Commissioner Pinder: _____
Commissioner Santiago: _____
Vice-Mayor Holmes: _____
Mayor Taylor: _____



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

Commission Meeting Date:		Item Type: <i>(Enter X in box)</i>	Resolution x	Ordinance	Other
Fiscal Impact: <i>(Enter X in box) n/a</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 x
Funding Source: <i>(Enter Acct No.) 22-521649</i>	<i>(Enter Fund & Dept)</i>		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No x
ITEM BUDGETED: YES ___x___ NO _____					
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes x	No	RFP/RFQ/Bid #: n/a	N/A	
Strategic Plan Related <i>(Enter X in box)</i>	Yes x	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(In specific objective/strategy this item will ac</i>	
Sponsor Name City Manager			Department: Police		

Short Title:

2015 – 2017 Lease Agreement with Peterson’s Harley-Davidson of Miami, L.L.C.

Staff Summary:

Staff supports entering into agreement.

Proposed Action:

Attachment:

1. Interoffice Memorandum
2. Draft Resolution for 2015-2017
3. 2015 - 2017 Lease Agreement
4. Previous Ordinance/Resolution 11-10 package; 09-7422 package; 06-6884 [resolution only]



Memorandum

TO: Mayor Myra L. Taylor
Vice Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence K. Pinder
Commissioner Luis B. Santiago

FROM: Kelvin L. Baker, Sr., City Manager

DATE: June 22, 2015

RE: Execute a Lease Agreement with Peterson's Harley-Davidson of Miami, L.L.C.
for three (3) Police Motorcycles

Request: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A LEASE AGREEMENT WITH PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C. FOR THREE (3) FLHP ROADKING MOTORCYCLES. THE EXPECTED COST IS \$500.00 EACH (\$1,500.00 PER MONTH) FOR A TWENTY-FOUR MONTH PERIOD, TOTALING \$36,000.00. (A Budgeted Item)

Description: The motorcycles are used as a traffic enforcement tool and are essential to law enforcement agencies. They are used for conducting radar speed enforcement, escorts of any type requested, and day to day traffic enforcement. The motor unit also assists the School Crossing Guards on an as-needed basis.

Financial Impact: \$36,000.00, payable from account number 22-521649

Implementation Time Line: Immediately

Legislative History: Ordinance Numbers: 11-10; 09-7422; 06-6884

Recommendation(s): Staff recommends approval.

Attachments: 1 2015-2017 Lease Proposal
2 Ordinance No. 11-10 package
3 Agenda Cover Memo

Prepared by: Clancy Huckleberry, Executive Secretary

End of Memorandum

**2015-2017 Motorcycle
Renewal Proposal**



May 9, 2015

City of Opa-Locka
Sgt. Marcos Gonzalez
mgonzalez@opalockapd.com

Lease Renewal Proposal

The City of Opa-Locka's current lease for three (3) Harley-Davidson police motorcycles is scheduled for renewal on September 1, 2015. As per your current lease, you have the option to renew. Renewing your lease will replace your current 2014 models with 2016 models. The motorcycles will include ABS brakes and all equipment (i.e.: lights, box, siren etc.) will be transferred from your current motorcycles at **no charge**. The lease term is twenty-four (24) months and will be billed monthly as:

Three (3) Black FLHP motorcycles at \$500 = \$1,500 per month

PLEASE NOTE: The price above reflects a \$25 increase per unit per month. This is the first increase in over five years.

The price includes all tires and maintenance, with the exception of clutch replacement, physical damages, and repairs from training usage. The lessee will pay for **parts only** on all clutch replacements/repairs.

If you have any questions, please feel free to contact me at 305-651-4811 ext 501.

Sincerely,

Ace Armstrong
General Manager
Peterson's Harley-Davidson of Miami

Please sign to accept

Jeffrey Key, Chief of Police
Print name and position/title

**2013-2015 Motorcycle
Lease Purchase Order**

CITY OF OPA-LOCKA, FLORIDA

CITY HALL
780 Fisherman Street, 4th floor
OPA-LOCKA, FL 33054
Tel: 305-953-2868

PURCHASE ORDER NO. 1400099

PAGE NO. 1

VENDOR 11537
PETERSON'S H-D MIAMI, LC
19400 NW 2ND AVENUE
MIAMI FL 33169-3315

SHIP TO POLICE DEPARTMENT
CITY OF OPA-LOCKA
2495 ALI-BABA AVENUE
OPA-LOCKA, FL 33054
ATTN:

ORDER DATE: 10/31/13		BUYER: CITY OF OPA LOCKA - POLICE		REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: DESTINATION		DESC.: SERVICE	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	12.00	EA	LEASE OF QTY 3 HARLEY DAVIDSON MOTORCYCLES 2YR AGREEMENT \$475.00 PER MONTH PER BIKE = \$1,425.00 PER MONTH	1425.0000	17,100
ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	17,100.0
01	22 521649	17,100.00		TOTAL \$	17,100.0
LEASE (3)				PREPAY ALL FREIGHT & ADD TO INVOICE FURNISHING BILL OF LADING. PO NUMBER M APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES, & CORRESPONDENCE. IMPORTANT: Mail Invoice in DUPLICATE showi Purchase Order Number to Finance Department PO Box 540371- OPA-LOCKA, Florida 33054 immediately upon delivery.	

See Reverse Side For Additional Information.

APPROVED BY 

2013-2015 Motorcycle Lease Renewal

PETERSON'S HARLEY-DAVIDSON OF MIAMI L.L.C. 19400 N. W. 2ND AVE MIAMI, FL 33169 PH. 305-651-4811 FAX. 305-653-8006 TOLL FREE 800-545-2561



September 11, 2013

City of Opa Locka
Attn: Sgt. Marcos Gonzalez
MGonzalez@opalockapd.com

Lease Renewal

The City of Opa Locka current lease of three (3) Harley-Davidson FLHP motorcycles is scheduled for renewal in July 2013.

As per your current lease options, Peterson's Harley-Davidson of Miami, L.L.C will replace your current 2012 models with new 2014 models. The motorcycles will include ABS brakes. All equipment, i.e.: lights, box, siren, etc. transferred from your current motorcycles at no charge.

The lease term is twenty-four (24) months and will be billed monthly as per the pricing schedule below.

FLHP \$475.00 per month

The price includes all tires and maintenance with the exception of clutch replacement and physical damages. The lessee will pay for parts only on clutch replacements.

If you have any questions, please feel free to contact me at 305-651-4811 ext 501.

Sincerely,

Ace Armstrong
General Manager
Peterson's Harley-Davidson of Miami

**2013-2015 Motorcycle
Lease Agreement**

**2013 LEASE AGREEMENT FOR
HARLEY-DAVIDSON POLICE MODELS**

This agreement made and entered into between PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., designated as the lessor, and City of Opa-Locka, designated as the lessee, made this _____ day of _____, 2013 for the purpose of leasing to the Lessee ()_ HARLEY-DAVIDSON Police motorcycles under the following terms and conditions:

1. EQUIPMENT-

2014 HARLEY-DAVIDSON model FLHP ROADKING Police solo motorcycle with the complete description provided on attached specification sheet.

2. AGREEMENT TERM-

The terms of this Agreement shall commence as of the date of delivery of the aforesaid police motorcycles and thereafter for a period of twenty-four (24) months. At the end of the Agreement Term, the City shall have the option of returning the 2012 models and acquiring 2014 models under the same equipment items and for the same terms and conditions as set forth herein. If Lessee decides not to retain the 2012 model motorcycles, they must be returned to Peterson's Harley-Davidson of Miami, L.L.C. Motorcycles leased under this Agreement are to be used for police and related activities: off-duty details, funeral escorts and parades only. Any other use shall require the prior written consent of Lessor.

3. PAYMENT PERIOD-

Lessee shall pay monthly payments in the amount of \$475.00 for each motorcycle. Payments include the cost of equipment, payment of interest, full maintenance and administrative costs less the residual value of the motorcycle. Monthly rental, per motorcycle, shall be payable by the Lessee to Lessor on the 5th day of each month during the term of this lease.

4. INSURANCE-

At its own expense, the lessee shall carry casualty insurance in the amount of \$2,000,000 with respect to the motorcycle and shall carry Public Liability and Property Damage Insurance sufficient to protect the actual cash value of the equipment and to protect the Lessor from Liability in all events. The Lessee shall carry Worker's Compensation covering all its employees working on, in, or about the motorcycle.

The Lessee shall furnish to the Lessor certificates or other satisfactory evidence of all insurance coverage described above as required by the terms and conditions of this agreement. The Lessor shall be named as additional insured and loss payee.

5. HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES-

Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Lessee shall and does hereby indemnify and save the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the Motorcycle including, but not limited to injuries causing personal injury, property damage and/or death, except for damages resulting from a design fault in the product, but shall be credited with any amounts received by the Lessee with respect thereto from liability insurance by the Lessee. The indemnification shall include all costs and expenses including Attorney's fees incurred by the Lessor in connection with any suits or actions resulting from and special liability. Nothing contained herein is intended nor shall be construed to waive Lessee's right and immunities under common law and Section 768.28, Florida Statutes.

6. LIENS-

The Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, and encumbrance or claim on or with respect to the motorcycle, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, as its own expense, take such actions as may be necessary to duly discharge any such mortgage,

pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time due to the Lessee's action or inaction.

7. TAXES AND FEES-

The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the Motorcycle during the term of the Agreement. Both parties recognize that the City of Opa-Locka is tax exempt under Florida Law.

8. CARE AND USE OF EQUIPMENT-

The Lessor agrees to maintain the Motorcycle pursuant to the Manufacturer's Standard Preventative maintenance Contract and/or recommendation. All repairs shall be made at PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169. The Lessee, at its own cost and expense, shall ensure delivery of the Motorcycle to PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169, at regular intervals set up by the Lessor in accordance with the Service Schedule attached hereto as Exhibit 2.

The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the Motorcycle for Police related activities only, without abuse, and shall not make modifications, alternations or additions to the Motorcycle (other than normal operating accessories or controls) without written consent of the Lessor, which shall not be unreasonably withheld.

The Lessor, shall have the right, during regular business hours to enter upon the premises where the Motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so.

9. DAMAGE OR DETERIORATION OF MOTORCYCLES-

In the event the Motorcycle is partially damaged or destroyed due to the actions of the Lessee or its employees prior to the end of this agreement, the Lessee will promptly have the Motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers training will be repaired as soon as the training is completed at Lessee's expense. This includes damage done to engine, transmission, brakes and not just the paint and body parts. All repairs must be done at the Lessor's repair facility. In case of theft or total loss of the Motorcycle, the replacement value of the Motorcycle shall be \$23,000.00 minus 2% for each month the agreement is in effect.

10. SELECTION OR RIDER-

The Lessor reserves the right to reject any rider of his Motorcycle so as to be assured that proper handling and care is exercised.

11. RIDER RESPONSIBILITY AND PRIVILEGES-

The rider will be responsible for keeping the motorcycle clean and is required to report any defects or abnormalities. The rider shall be allowed to use the motorcycle to go back and forth to work provided that it is fully insured at all times by the lessee and the distance is no more than thirty (30) miles each way.

12. EVENTS OF DEFAULT AND REMEDIES-

Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default

A. Lessee shall fail to make any periodic payment, or to pay any other payments required to be paid hereunder, or

B. Lessee shall fail to keep any such other term, covenant or condition contained herein.

Upon the occurrence of an event of default as specified above, and upon the failure of Lessee to remedy such event of default with all reasonable dispatch within a period of thirty (30) days,

Lessor or its assigns shall have the right, at its option without any demand or notice, to pursue any of the following remedies:

- 1) by written notice to Lessee, declare an amount equal to all payments due during the agreement term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable.
- 2) re-enter and take possession of the equipment, enforce this agreement or terminate the agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder, and
- 3) any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this agreement upon failure to comply with any term, covenant or condition contained herein.

13. MAINTENANCE AND EQUIPMENT-

Lessor shall provide full maintenance and tires for the motorcycle at no cost to the Lessee. Physical damages and clutch replacement are the exception. The lessee will pay for parts only on all clutch replacements/repairs. Lessor shall not supply Lessee with gasoline or radios. All maintenance shall be done at PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169.

14. SUBLEASE OR ASSIGNMENT-

Neither the Lessor, nor the Lessee may assign this lease. Neither the Lessor nor the Lessee may effect the subleasing of the motorcycle.

15. TERMINATION-

This agreement may be terminated by either party for any cause, upon thirty (30) days written notice by the terminating party. Lessor shall be entitled to lease payments due or incurred to the date of such termination.

16. ENTIRE AGREEMENT; AMENDMENTS-

This Agreement constitutes the entire agreement between Lessor and the Lessee, and all negotiations and oral understandings are merged herein. No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement and signed by each Party.

17. CONSENT TO JURISDICTION-

The Parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

18. GOVERNING LAW-

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

19. HEADINGS-

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

20. SEVERABILITY-

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

21. WAIVER-

The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

22. COSTS AND ATTORNEY'S FEES-

If either Lessor or Lessee is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing Party shall be entitled to recover from the other Party all such costs and expenses, including but not limited to costs and reasonable attorney's fees.

In witness whereof, the parties hereto have caused this agreement to be executed as of this _____ day of _____, 2013.

City Of Opa-Locka:
Attest:

City Clerk

Interim City Manager

Approved as to form and legal sufficiency:

City Attorney



Ace Armstrong
General Manager
Peterson's Harley-Davidson of Miami, LLC

City Manager
City of Opa-Locka

**2011-2013 Motorcycle Lease
Renewal Agreement**

Opa-locka Ordinance No. 11-10

1st Reading: June 22, 2011
2nd Reading: July 13, 2011
Public Hearing: July 13, 2011
Adopted: July 13, 2011
Effective Date: July 14, 2011
Sponsored by: Commissioner Holmes

ORDINANCE NO. 11-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT WITH PETERSON HARLEY-DAVIDSON OF MIAMI, LLC, TO LEASE THREE (3) FLHP ROAD KING MOTORCYCLES, AT AN ANTICIPATED COST OF \$475.00 EACH PER MONTH, WITH A TOTAL COST OF \$34,200.00, FOR A TWENTY-FOUR MONTH PERIOD, TO BE PAID FROM ACCOUNT NUMBER 22-521649; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, motorcycles are used as a traffic enforcement tool and are essential to law enforcement agencies; and

WHEREAS, the City Commission desires to improve and better equip the Police Department of the City of Opa-locka; and

WHEREAS, the 2010-2011 Budget included two (2) motorcycles, but it is now desired to add a third; and

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

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

Section 2. The City Commission of the City of Opa-locka, authorizes the City Manager to enter into and execute an agreement with Peterson Harley-Davidson of Miami, LLC, to lease three (3) FLHP Road King Motorcycles, at an anticipated cost of \$475.00 each per

Ordinance No. 11-10

month, with a total cost of \$34,200.00, for a twenty-four month period, to be paid from Account Number 22-521649.

Section 3 All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

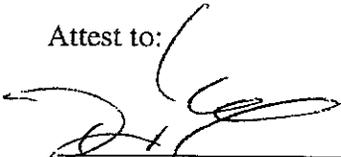
Section 5. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-locka Code of Ordinances and the City of Opa-locka Charter.

PASSED AND ADOPTED this 13th day of July, 2011.



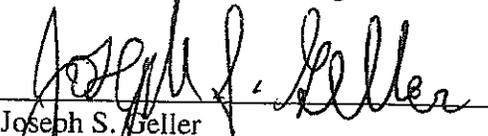
MYRA TAYLOR
MAYOR

Attest to:



Deborah S. Irby
City Clerk

Approved as to form and legal sufficiency:



Joseph S. Geller
City Attorney

Moved by: VICE MAYOR JOHNSON
Seconded by: COMMISSIONER HOLMES
Commission Vote: 5-0
Commissioner Holmes: YES
Commissioner Miller: YES
Commissioner Tydus: YES
Vice-Mayor Johnson: YES
Mayor Taylor: YES



Memorandum

TO: Mayor Myra L. Taylor
Vice Mayor Dorothy Johnson
Commissioner Timothy Holmes
Commissioner Gail Miller
Commissioner Rose Tydus

FROM: Clarence Patterson, City Manager

DATE: June 9, 2011

RE: Execute a Lease Agreement with Peterson's Harley-Davidson of Miami, L.L.C. to lease three Police Motorcycles

Request: APPROVAL OF RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT WITH PETERSON' HARLEY-DAVIDSON OF MIAMI, L.L.C. TO LEASE THREE (3) FLHP ROADKING MOTORCYCLES. THE EXPECTED COST IS \$475.00 EACH FOR A TWENTY FOUR MONTHPERIOD, TOTALING \$34,200.00.

Description: The motorcycles are used as a traffic enforcement tool and are essential to law enforcement agencies. They are used for conducting radar speed enforcement, escorts of any type requested, and day to day traffic enforcement.

Financial Impact: This expenditure for two (2) motorcycles was included in 2010-2011 Budget; however the third motorcycle was not. The monies may be taken from line Item 521649, Operating Expense which as of 05/16/2011 reflects \$10,200.00.

Implementation Time Line: Upon Commission approval and signage of the Lease Agreement, permission to procure the motorcycles will be initiated and a time line confirmed.

Legislative History: Sense 2009 the City of Opa-locka has had a two (2) man motorcycle unit.

Recommendation(s): As a result of the Department's continuous efforts to improve and be better equipped to provide services to the City of Opa-locka it is recommended that this Agenda Item receive favorable support and approval from the City Commission.

Analysis: By the City execution of the lease the Department will be better able to provide services to the citizens of the City of Opa-locka.

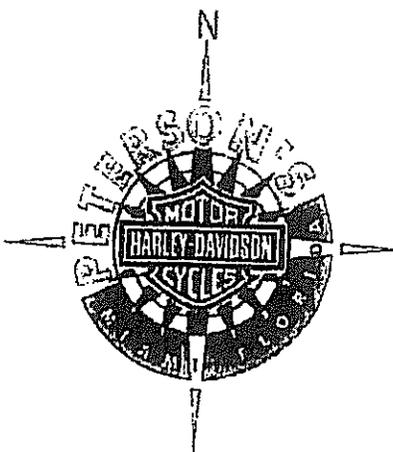
Memorandum
City Commission
Re: Police Bicycle Unit
March 11, 2011
Page 2 of 2

Attachments: Copy of Lease Proposal
2011 Lease Agreement for Harley-Davidson Police Motorcycles

Prepared by: Clancy Huckleberry

End of Memorandum

PETERSON'S HARLEY-DAVIDSON OF MIAMI L.C. 19400 N.W. 2ND AVE MIAMI, FL 33189 PH. (305) 651-4811 FAX.(305) 653-8006 TOLL FREE (800) 945-2561



January 22, 2011

City of Opa-Locka
Via Email: dchiverton@olpd.gov

Lease Proposal

The City of Opa-Locka's current lease of two (2) Harley-Davidson FLHP motorcycles is scheduled for renewal in April/May, 2011.

Peterson's Harley-Davidson of Miami, L.L.C. proposes to increase your current fleet by three (3), making a total of five (5) motorcycles. The motorcycles will include all equipment, i.e.: lights, box, siren, ABS brakes etc.

The lease term is twenty-four (24) months and will be billed monthly as per the pricing schedule below.

Solid Color \$475.00 per month

The price includes all tires and maintenance with the exception of clutch replacement and physical damages. The lessee will pay for parts only on clutch replacements.

If you have any questions, please feel free to contact me at 305-651-4811 ext 501.

Sincerely,

Ace Armstrong
General Manager
Peterson's Harley-Davidson of Miami (North)

PETERSON'S HARLEY-DAVIDSON OF MIAMI L.L.C. 19400 N.W. 2ND AVE MIAMI, FL 33189 PH. (305) 651-4811 FAX.(305) 653-8006 TOLL FREE (800) 945-2561

COPY

2011 LEASE AGREEMENT FOR
HARLEY-DAVIDSON POLICE MODELS

This agreement made and entered into between PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., designated as the lessor, and City of Opa-Locka, designated as the lessee, made this 19th day of Sept., 2011 for the purpose of leasing to the Lessee (3) HARLEY-DAVIDSON Police motorcycles under the following terms and conditions:

1. EQUIPMENT-

2012 HARLEY-DAVIDSON model FLHP ROADKING Police solo motorcycle with the complete description provided on attached specification sheet.

2. AGREEMENT TERM-

The terms of this Agreement shall commence as of the date of delivery of the aforesaid police motorcycles and thereafter for a period of twenty-four (24) months. At the end of the Agreement Term, the City shall have the option of returning the 2012 models and acquiring 2014 models under the same equipment items and for the same terms and conditions as set forth herein. If Lessee decides not to retain the 2012 model motorcycles, they must be returned to Peterson's Harley-Davidson of Miami, L.L.C. Motorcycles leased under this Agreement are to be used for police and related activities: off-duty details, funeral escorts and parades only. Any other use shall require the prior written consent of Lessor.

3. PAYMENT PERIOD-

Lessee shall pay monthly payments in the amount of \$475.00 for each motorcycle. Payments include the cost of equipment, payment of interest, full maintenance and administrative costs less the residual value of the motorcycle. Monthly rental, per motorcycle, shall be payable by the Lessee to Lessor on the 5th day of each month during the term of this lease.

4. INSURANCE-

At its own expense, the lessee shall carry casualty insurance in the amount of \$2,000,000 with respect to the motorcycle and shall carry Public Liability and Property Damage Insurance sufficient to protect the actual cash value of the equipment and to protect the Lessor from Liability in all events. The Lessee shall carry Worker's Compensation covering all its employees working on, in, or about the motorcycle.

The Lessee shall furnish to the Lessor certificates or other satisfactory evidence of all insurance coverage described above as required by the terms and conditions of this agreement. The Lessor shall be named as additional insured and loss payee.

5. HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES-

Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Lessee shall and does hereby indemnify and save the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the Motorcycle including, but not limited to injuries causing personal injury, property damage and/or death, except for damages resulting from a design fault in the product, but shall be credited with any amounts received by the Lessee with respect thereto from liability insurance by the Lessee. The indemnification shall include all costs and expenses including Attorney's fees incurred by the Lessor in connection with any suits or actions resulting from an ~~any~~ special liability. Nothing contained herein is intended nor shall be construed to waive Lessee's right and immunities under common law and Section 768.28, Florida Statutes.

but
revised

6. LIENS-

The Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, and encumbrance or claim on or with respect to the motorcycle, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, as its own expense, take such actions as may be necessary to duly discharge any such mortgage,

pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time due to the Lessee's action or inaction.

7. TAXES AND FEES-

The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the Motorcycle during the term of the Agreement. Both parties recognize that the City of Opa-Locka is tax exempt under Florida Law.

8. CARE AND USE OF EQUIPMENT-

The Lessor agrees to maintain the Motorcycle pursuant to the Manufacturer's Standard Preventative maintenance Contract and/or recommendation. All repairs shall be made at PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169. The Lessee, at its own cost and expense, shall ensure delivery of the Motorcycle to PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169, at regular intervals set up by the Lessor in accordance with the Service Schedule attached hereto as Exhibit 2.

The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the Motorcycle for Police related activities only, without abuse, and shall not make modifications, alternations or additions to the Motorcycle (other than normal operating accessories or controls) without written consent of the Lessor, which shall not be unreasonably withheld.

The Lessor, shall have the right, during regular business hours to enter upon the premises where the Motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so.

9. DAMAGE OR DETERIORATION OF MOTORCYCLES-

In the event the Motorcycle is partially damaged or destroyed due to the actions of the Lessee or its employees prior to the end of this agreement, the Lessee will promptly have the Motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers training will be repaired as soon as the training is completed at Lessee's expense. This includes damage done to engine, transmission, brakes and not just the paint and body parts. All repairs must be done at the Lessor's repair facility. In case of theft or total loss of the Motorcycle, the replacement value of the Motorcycle shall be \$23,000.00 minus 2% for each month the agreement is in effect.

10. SELECTION OR RIDER-

The Lessor reserves the right to reject any rider of his Motorcycle so as to be assured that proper handling and care is exercised.

11. RIDER RESPONSIBILITY AND PRIVILEGES-

The rider will be responsible for keeping the motorcycle clean and is required to report any defects or abnormalities. The rider shall be allowed to use the motorcycle to go back and forth to work provided that it is fully insured at all times by the lessee and the distance is no more than thirty (30) miles each way.

12. EVENTS OF DEFAULT AND REMEDIES-

Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default

A. Lessee shall fail to make any periodic payment, or to pay any other payments required to be paid hereunder, or

B. Lessee shall fail to keep any such other term, covenant or condition contained herein.

Upon the occurrence of an event of default as specified above, and upon the failure of Lessee to remedy such event of default with all reasonable dispatch within a period of thirty (30) days,

Lessor or its assigns shall have the right, at its option without any demand or notice, to pursue any of the following remedies:

- 1) by written notice to Lessee, declare an amount equal to all payments due during the agreement term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable.
- 2) re-enter and take possession of the equipment, enforce this agreement or terminate the agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder, and
- 3) any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this agreement upon failure to comply with any term, covenant or condition contained herein.

13. MAINTENANCE AND EQUIPMENT-

Lessor shall provide full maintenance and tires for the motorcycle at no cost to the Lessee. Physical damages and clutch replacement are the exception. The lessee will pay for parts only on all clutch replacements/repairs. Lessor shall not supply Lessee with gasoline or radios. All maintenance shall be done at PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169.

14. SUBLEASE OR ASSIGNMENT-

Neither the Lessor, nor the Lessee may assign this lease. Neither the Lessor nor the Lessee may effect the subleasing of the motorcycle.

15. TERMINATION-

This agreement may be terminated by either party for any cause, upon thirty (30) days written notice by the terminating party. Lessor shall be entitled to lease payments due or incurred to the date of such termination.

16. ENTIRE AGREEMENT; AMENDMENTS-

This Agreement constitutes the entire agreement between Lessor and the Lessee, and all negotiations and oral understandings are merged herein. No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement and signed by each Party.

17. CONSENT TO JURISDICTION-

The Parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

18. GOVERNING LAW-

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

19. HEADINGS-

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

20. SEVERABILITY-

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

21. WAIVER-

The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

22. COSTS AND ATTORNEY'S FEES-

If either Lessor or Lessee is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing Party shall be entitled to recover from the other Party all such costs and expenses, including but not limited to costs and reasonable attorney's fees.

REASONABLE
JEF

REASONABLE
AK
AJ

2011 LEASE AGREEMENT FOR
HARLEY-DAVIDSON POLICE MODELS
PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC
MIAMI'S ONLY AUTHORIZED HARLEY-DAVIDSON DEALERS

In witness whereof, the parties hereto have caused this agreement to be executed as of
this 19TH day of SEPTEMBER 2011.

CITY OF OPA-LOCKA:

Attest:



Deborah S. Irby
City Clerk


Bryan K. Finnie
Interim City Manager

Approved as to form and legal sufficiency:

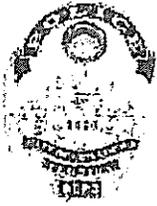


Joseph S. Geller
City Attorney

PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C.:

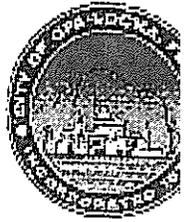


Ace Armstrong, General Manager
Peterson's Harley-Davidson of Miami, L.L.C.



The City of Opa-locka
POLICE DEPARTMENT

"Committed to professionalism and community partnership"



2495 Ali Baba Avenue
Opa-Locka, FL 33054
Voice: 305-681-1033
Fax: 305-953-3417

City Hall
780 Fisherman Stre
Suite 335
Opa-Locka, FL 33054
305-688-4611

Reference Ordinance No 11-10
Dated July 14, 2011

Listed below are the Vehicle Identification Numbers for the
three (3) recently leased FLHP Road King motorcycles:

- 1 1HD1FHM13CB614505
- 2 1HD1FHM1XCB614789
- 3 1HD1FHM14CB614836

/cc

"Serving and Protecting YOU!"

**2009-2011 Motorcycle Lease
Renewal Agreement**

Opa-locka Resolution No. 09-7422

Sponsored by: City Manager

COPY

RESOLUTION NO. 09-7422

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A LEASE AGREEMENT WITH PETERSON'S HARLEY-DAVIDSON OF MIAMI FOR LEASING OF TWO (2) FLHP POLICE MOTORCYCLES FOR A PERIOD OF TWENTY FOUR (24) MONTHS AT A TOTAL COST OF TWENTY THOUSAND FOUR HUNDRED DOLLARS (\$20,400.00), PAYABLE FROM ACCOUNT NO. 21-521649

WHEREAS, the City of Opa-locka ("City") Police Department is committed to serving City residents through delivery of efficient and effective services; and

WHEREAS, police motorcycles are deemed to be an essential traffic enforcement tool used for conducting radar speed enforcement, traffic escorts, and day to day traffic enforcement; and

WHEREAS, the City's Police Department is in need of motorcycles to perform essential traffic duties; and

WHEREAS, the City Manager is requesting that the City lease two (2) motorcycles for the Police Department from Peterson's Harley-Davidson of Miami for a period of twenty four (24) months; and

WHEREAS, pursuant to the lease terms, the City agrees to make monthly payments of Eight Hundred Fifty Dollars (\$850.00) for a period of twenty four (24) months, with such payments totaling Twenty Thousand Four Hundred Dollars (\$20,400.00); and

WHEREAS, the City Commission of the City of Opa-locka authorizes the City Manager to lease motorcycles for the City's Police Department.

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

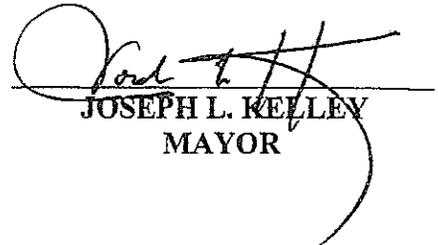
Section 1. The recitals to the preamble are hereby incorporated by reference.

Section 2. The City Commission of the City of Opa-locka hereby authorizes the City Manager to enter into and execute a lease agreement for two (2) FLHP motorcycles for the Opa-locka Police Department from Peterson's Harley-Davidson of Miami, for a period of twenty four (24) months, at Eight Hundred and Fifty Dollars (\$850.00) per month, in the total amount of Twenty Thousand Four Hundred Dollars (\$20,400.00), in substantially the form attached hereto and as approved by the City Attorney, payable from Account No. 21-521649.

Section 3. The City Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this resolution.

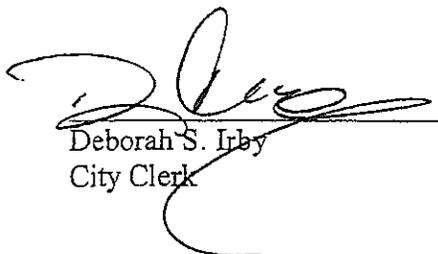
Section 4. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11 day of FEBRUARY, 2009.


JOSEPH L. KELLEY
MAYOR

Attest:

Approved as to form and legal sufficiency:


Deborah S. Irby
City Clerk


Burnadette Norris-Weeks
City Attorney

CERTIFICATE OF COVERAGE

Certificate Holder & Loss Payee

PETERSON'S HARLEY-DAVIDSON OF MIAMI LLC
19400 NW 2ND AVENUE
MIAMI FL 33169

Administrator

Issue Date 03/12/09

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0435

COVERAGE PERIOD: FROM 10/1/08

COVERAGE PERIOD: TO 10/1/09 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible Stoploss \$25,000

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
- Personal Property
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible N/A
- Coinsurance N/A
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
-

Automobile/Equipment - Deductible

- Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto N/A - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: (2) Leased Motorcycles - 2008 Harley Davidson Motorcycle, VIN 6830; 2008 Harley Davidson Motorcycle, VIN 6790.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

CITY OF OPA-LOCKA
780 FISHERMAN STREET, 4TH FLOOR
OPA-LOCKA FL 33054

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

PETERSON'S HARLEY-DAVIDSON OF MIAMI L.L.C. 19400 N. W. 2ND AVE MIAMI, FL 33169 PH. 305-651-4811 FAX. 305-653-8006 TOLL FREE 800-543-2561



2009 LEASE AGREEMENT FOR HARLEY-DAVIDSON POLICE MODELS

This agreement made and entered into between PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., designated as the lessor, and the City of Opa-Locka, designated as the lessee, made this 27 day of March, 2009 for the purpose of leasing to the Lessee (2) two HARLEY-DAVIDSON Police motorcycle under the following terms and conditions:

1. EQUIPMENT-

2008 HARLEY-DAVIDSON model FLHP-I ROADKING Police solo motorcycle with the complete description provided on attached specification sheet.

2. AGREEMENT TERM-

The terms of this Agreement shall commence as of the date of delivery of the aforesaid police motorcycles and thereafter for a period of twenty-four (24) months. At the end of the Agreement Term, the City shall have the option of returning the 2008 models and acquiring 2010/2011 models under the same equipment items and for the same terms and conditions as set forth herein. If Lessee decides not to retain the 2008 model motorcycles, they must be returned to Peterson's Harley-Davidson of Miami, L.L.C. Motorcycles leased under this Agreement are to be used for police and related activities: off-duty details, funeral escorts and parades only. Any other use shall require the prior written consent of Lessor.

3. PAYMENT PERIOD-

Lessee shall pay monthly payments in the amount of \$425.00 for each motorcycle. Payments include the cost of equipment, payment of interest, full maintenance and administrative costs less the residual value of the motorcycle. Monthly rental, per motorcycle, shall be payable by the Lessee to Lessor on the 5th day of each month during the term of this lease.



4. INSURANCE-

At its own expense, the lessee shall carry casualty insurance in the amount of ~~\$2,000,000~~ with respect to the motorcycle and shall carry Public Liability and Property Damage Insurance sufficient to protect the actual cash value of the equipment and to protect the Lessor from Liability in all events. The Lessee shall carry Worker's Compensation covering all its employees working on, in, or about the motorcycle.

The Lessee shall furnish to the Lessor certificates or other satisfactory evidence of all insurance coverage described above as required by the terms and conditions of this agreement. The Lessor shall be named as additional insured and loss payee.

5. HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES-

The Lessee shall and does hereby indemnify and save the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycle including, but not limited to injuries causing personal injury, property damage and/or death, except for damages resulting from a design fault in the product, but shall be credited with any amounts received by the Lessee with respect thereto from liability insurance by the Lessee. That indemnification shall include all costs and expenses including Attorney's fees incurred by the Lessor in connection with any suits or actions resulting from any special liability.

6. LIENS-

The Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, and encumbrance or claim on or with respect to the motorcycle, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, as its own expense, take such actions as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time due to the Lessee's action or inaction.



7. TAXES AND FEES-

The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the Motorcycle during the term of the Agreement. Both parties recognize that the City of Opa-Locka is Tax exempt under Florida Law.

8. CARE AND USE OF EQUIPMENT-

The Lessor agrees to maintain the Motorcycle pursuant to the Manufacturer's Standard Preventative maintenance Contract and/or recommendation. All repairs shall be made at PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169. The Lessee, at its own cost and expense, shall ensure delivery of the Motorcycle to PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169, at regular intervals set up by the Lessor in accordance with the Service Schedule attached hereto as Exhibit 2.

The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the Motorcycle for Police related activities only, without abuse, and shall not make modifications, alternations or additions to the Motorcycle (other than normal operating accessories or controls) without written consent of the Lessor, which shall not be unreasonably withheld.

The Lessor shall have the right, during regular business hours to enter upon the premises where the Motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so.

9. DAMAGE OR DETERIORATION OF MOTORCYCLES-

In the event the Motorcycle is partially damaged or destroyed due to the actions of the Lessee or its employees prior to the end of this agreement, the Lessee will promptly have the Motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers training will be repaired as soon as the training is completed at Lessee's expense. This includes damage done to engine, transmission, clutch, brakes and not



2) re-enter and take possession of the equipment, enforce this agreement or terminate the agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder. and

3) any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this agreement upon failure to comply with any term, covenant or condition contained herein.

13. MAINTENANCE AND EQUIPMENT-

Lessor shall provide full maintenance of the motorcycle at no cost to the Lessee. Lessor shall not supply Lessee with gasoline, tires, radios and clutches worn due to training. All maintenance shall be done at PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169.

14. SUBLEASE OR ASSIGNMENT-

Neither the Lessor, nor the Lessee may assign this lease. Neither the Lessor nor the Lessee may effect the subleasing of the motorcycle.

15. TERMINATION-

This agreement may be terminated by either party for any cause, upon thirty (30) days written notice by the terminating party. Lessor shall be entitled to lease payments due or incurred to the date of such termination.

**2009 LEASE AGREEMENT FOR
HARLEY-DAVIDSON POLICE MODELS
PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC
MIAMI'S ONLY AUTHORIZED HARLEY-DAVIDSON DEALERS**

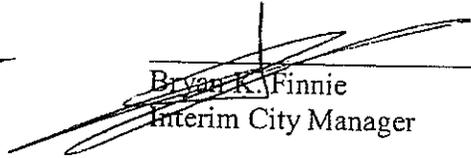
In witness whereof, the parties hereto have caused this agreement to be executed as of this 27th day of March 2009.

CITY OF OPA-LOCKA:

Attest:

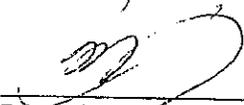


Deborah S. Irby
City Clerk



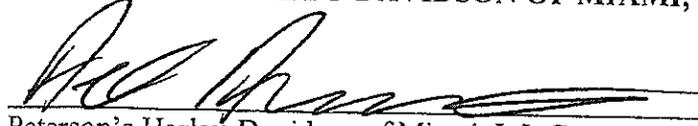
Bryan R. Finnie
Interim City Manager

Approved as to form and legal sufficiency:



Burnadette Norris-Weeks, P.A.
City Attorney

PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C.:



Peterson's Harley-Davidson of Miami, L.L.C.



In witness whereof, the parties hereto have caused this agreement to be executed as of this _____ day of _____, 2009.

ATTEST;
BY

CITY MANAGER

APPROVED AS TO FORM

PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C.

**2006-2009 Motorcycle Lease
Renewal Agreement**

Opa-locka Resolution No. 06-6884

Sponsored by: City Manager

Resolution No. 06-6884

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A TWENTY-FOUR MONTH (24) LEASE AGREEMENT WITH PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.C. FOR TWO (2) FLHPI MOTORCYCLES AT A COST OF SIXTEEN THOUSND, THREE HUNDRED TWENTY DOLLARS (\$16,320.00), PAYABLE FROM ACCOUNT NO. 22-521649; FURTHER AUTHORIZING THE RECEIPT OF SIX THOUSAND THREE DOLLARS (\$6,300.00) FROM PETERSON'S HARLEY-DAVIDSON OF MIAMI INC, L.C. FOR FIVE (5) CITY INOPERABLE POLICE MOTORCYCLES TO BE APPLIED TOWARD THE OFF-SET OF THE FIRST YEAR'S LEASING COSTS OF THE TWO (2) NEW FLHPI MOTORCYCLES

WHEREAS, the Police Department has five (5) inoperable police motorcycles which prohibit the Department from conducting specific types of traffic control and enforcements, patrols and escort functions that police motorcycle units are uniquely designed for; and

WHEREAS, in a continuing effort to restructure and improve the level and quality of police services provided to citizens, businesses and visitors, it is necessary for the Department to acquire the equipment and technology to support police operations; and

WHEREAS, Peterson's Harley-Davidson of Miami, L.C. will allow a six thousand three hundred dollar (\$6,300.00) off-set for the trade of five (5) inoperable police motorcycles in the Police Department's fleet.

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.

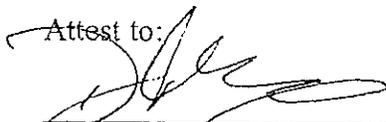
Resolution No. 06-6884

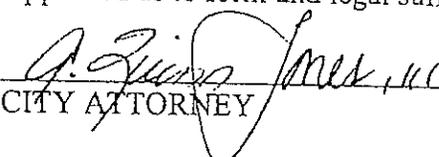
Section 2. The City Manager is hereby authorized to enter into and execute a twenty-four month (24) lease agreement with Peterson's Harley-Davidson of Miami, L.C. for two (2) FLHPI motorcycles at a cost of sixteen thousand, three hundred twenty dollars (\$16,320.00), payable from Account No. 22-521649.

Section 3. The City Commission further authorizes the receipt of six thousand three hundred dollars (\$6,300.00) from Peterson's Harley-Davidson, L.C. for five (5) city inoperable police motorcycles to be applied toward the off-set of the first year's leasing costs of the two (2) new FLHPI motorcycles.

PASSED AND ADOPTED this 26 day of APRIL, 2006.


VICE MAYOR

Attest to:

CITY CLERK

Approved as to form and legal sufficiency:

CITY ATTORNEY

4/21/06
DATE

Resolution No. 06-6884

Moved by:	COMMISSIONER HOLMES
Second by:	COMMISSIONER JOHNSON
Commission Vote:	3-0
Commissioner Tydus:	NOT PRESENT
Commissioner Holmes:	YES
Commissioner Johnson:	YES
Vice-Mayor Pinder:	YES
Mayor Kelley:	NOT PRESENT

Resolution/-Leasing Agreement with Peterson's Harley-Davidson of Miami-04-06



2006 LEASE AGREEMENT FOR HARLEY-DAVIDSON POLICE MODELS

This agreement made and entered into between PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.C., designated as the lessor, and ^{CITY OF} ~~opa-olka~~ designated as the lessee, made this 26th day of May 2006 for the purpose of leasing to the Lessee (2) HARLEY-DAVIDSON Police motorcycle under the following terms and conditions:

1. EQUIPMENT-

2006 HARLEY-DAVIDSON model FLHP-I ROADKING Police solo motorcycle with the complete description provided on attached specification sheet.

2. AGREEMENT TERM-

The terms of this Agreement shall commence as of the date of delivery of the aforesaid police motorcycles and thereafter for a period of twenty-four (24) months. At the end of the Agreement Term, the City shall have the option of returning the 2006 models and acquiring 2008 models under the same equipment items and for the same terms and conditions as set forth herein. If Lessee decides not to retain the 2006 model motorcycles, they must be returned to Peterson's Harley-Davidson of Miami, L.C. Motorcycles leased under this Agreement are to be used for police and related activities: off-duty details, funeral escorts and parades only. Any other use shall require the prior written consent of Lessor.

3. PAYMENT PERIOD-

Lessee shall pay monthly payments in the amount of \$325.00 for each motorcycle. Payments include the cost of equipment, payment of interest, full maintenance and administrative costs less the residual value of the motorcycle. Monthly rental, per motorcycle, shall be payable by the Lessee to Lessor on the 5th day of each month during the term of this lease.



4. INSURANCE-

At its own expense, the lessee shall carry casualty insurance in the amount of \$2,000,000 with respect to the motorcycle and shall carry Public Liability and Property Damage Insurance sufficient to protect the actual cash value of the equipment and to protect the Lessor from Liability in all events. The Lessee shall carry Worker's Compensation covering all its employees working on, in, or about the motorcycle.

The Lessee shall furnish to the Lessor certificates or other satisfactory evidence of all insurance coverage described above as required by the terms and conditions of this agreement. The Lessor shall be named as additional insured and loss payee.

5. HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES-

The Lessee shall and does hereby indemnify and save the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycle including, but not limited to injuries causing personal injury, property damage and/or death, except for damages resulting from a design fault in the product, but shall be credited with any amounts received by the Lessee with respect thereto from liability insurance by the Lessee. That indemnification shall include all costs and expenses including Attorney's fees incurred by the Lessor in connection with any suits or actions resulting from any special liability.

6. LIENS-

The Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the motorcycle, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, as its own expense, take such actions as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time due to the Lessee's action or inaction.

7. TAXES AND FEES-

PETERSON'S HARLEY-DAVIDSON OF MIAMI L.C. 19400 N.W. 2ND AVE MIAMI, FL 33169 PH. (305) 531-4811 FAX. (305) 531-1081 TOLL FREE (800) 348-2881



The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the Motorcycle during the term of the Agreement. Both parties recognize that the City is Tax exempt under Florida Law.

8. CARE AND USE OF EQUIPMENT-

The Lessor agrees to maintain the Motorcycle pursuant to the Manufacturer's Standard Preventative maintenance Contract and/or recommendation. All repairs shall be made at PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169. The Lessee, at its own cost and expense, shall ensure delivery of the Motorcycle to PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169, at regular intervals set up by the Lessor in accordance with the Service Schedule attached hereto as Exhibit 2.

The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the Motorcycle for Police related activities only, without abuse, and shall not make modifications, alternations or additions to the Motorcycle (other than normal operating accessories or controls) without written consent of the Lessor, which shall not be unreasonably withheld.

The Lessor, shall have the right, during regular business hours to enter upon the premises where the Motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so.

9. DAMAGE OR DETERIORATION OF MOTORCYCLES-

In the event the Motorcycle is partially damaged or destroyed due to the actions of the Lessee or its employees prior to the end of this agreement, the Lessee will promptly have the Motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers training will be repaired as soon as the training is completed at Lessee's expense. This includes damage done to engine, transmission, clutch, brakes and not just the paint and body parts. All repairs must be done at the Lessor's repair facility. In case of

PETERSON'S HARLEY-DAVIDSON OF MIAMI L.C. 19406 N.W. 2ND AVE MIAMI, FL 33156 PH. (305) 653-4011 FAX. (305) 653-8008 TOLL FREE (800) 548-2581



theft or total loss of the Motorcycle, the replacement value of the Motorcycle shall be \$19,400.00 minus 2% for each month the agreement is in effect.

10. SELECTION OR RIDER-

The Lessor reserves the right to reject any rider of his Motorcycle so as to be assured that proper handling and care is exercised.

11. RIDER RESPONSIBILITY AND PRIVILEGES-

The rider will be responsible for keeping the motorcycle clean and is required to report any defects or abnormalities. The rider shall be allowed to use the motorcycle to go back and forth to work provided that it is fully insured at all times by the lessee and the distance is no more than thirty (30) miles each way.

12. EVENTS OF DEFAULT AND REMEDIES-

Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default

A. Lessee shall fail to make any periodic payment, or to pay any other payments required to be paid hereunder, or

B. Lessee shall fail to keep any such other term, covenant or condition contained herein.

Upon the occurrence of an event of default as specified above, and upon the failure of Lessee to remedy such event of default with all reasonable dispatch within a period of thirty (30) days, Lessor or its assigns shall have the right, at its option without any demand or notice, to pursue any of the following remedies:

1) by written notice to Lessee, declare an amount equal to all payments due during the agreement term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable.

PETERSON'S HARLEY-DAVIDSON OF MIAMI L.C. 18400 N. W. 2ND AVE MIAMI, FL 33169 PH. (305) 581-4611 FAX.(305) 583-8006 TOLL FREE (800) 849-2961



2) re-enter and take possession of the equipment, enforce this agreement or terminate the agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder, and

3) any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this agreement upon failure to comply with any term, covenant or condition contained herein.

13. MAINTENANCE AND EQUIPMENT-

Lessor shall provide full maintenance of the motorcycle at no cost to the Lessee. Lessor shall not supply Lessee with gasoline. All maintenance shall be done at PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169.

14. SUBLEASE OR ASSIGNMENT-

Neither the Lessor, nor the Lessee may assign this lease. Neither the Lessor nor the Lessee may effect the subleasing of the motorcycle.

15. TERMINATION-

This agreement may be terminated by either party for any cause, upon thirty (30) days written notice by the terminating party. Lessor shall be entitled to lease payments due or incurred to the date of such termination.

In witness whereof, the parties hereto have caused this agreement to be executed as of this 26th day of May 2006.

PETERSON'S HARLEY-DAVIDSON OF MIAMI L.C. 19400 N. W. 2ND AVE MIAMI, FL 33169 PH. (305) 651-4811 FAX. (305) 653-8096 TOLL FREE (800) 545-256



Jannie R. Beverly

JANNIE R. BEVERLY
CITY MANAGER

ATTEST:
BY
[Signature]

CITY CLERK

APPROVED AS TO FORM

PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.C.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]

CITY ATTORNEY

*FIRST READING
ORDINANCE*

ORDINANCE NO. 15-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 4, ARTICLE I, SECTION 4-8; ALCOHOLIC BEVERAGES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka created Chapter 4, Article I, Section 4-8 of the Opa-locka Code of Ordinances, prohibiting the sale of alcoholic beverages in close proximity to churches and schools; and

WHEREAS, the City Commission believes that prohibiting the sale of alcoholic beverages within 1,000 feet of parks serves an important public purpose and is needed to protect the public health;

WHEREAS, this is especially necessary to protect children;

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

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

Section 2. Section 4-8 Article I, Chapter 4 of the Opa-locka Code of Ordinances is hereby amended as follows:

Sec. 4-8. Proximity to churches, parks and schools.

(a)

Generally. Hereafter no intoxicating beverages to be consumed either upon the premises or off the premises shall be sold from a place of business located within one thousand (1,000) feet of a church, park or public school. Beer and wine to be consumed off the premises may be sold from a place of business located five

Ordinance No.

hundred (500) feet or more from a church, park or public school. The method of measurement that shall be applied to determine whether or not a place of business is within or without the required distance from a church or public school, shall be by measurement from the main front entrance of said church or school to the main front entrance of said place of business, along the route of ordinary pedestrian traffic.

(b)

Hotels, restaurants. Hotels containing not less than fifty (50) guest rooms shall be exempt from the provisions of this section forbidding the sale of liquor to be consumed on the premises within one thousand (1,000) feet of a church or school, as aforesaid. Dining rooms and restaurants, meeting the requirements set forth in section 3-35 where the sale and service of liquor is strictly incidental to the serving of food, which dining rooms and restaurants do not exhibit any sign or display on the outside denoting that liquor is sold or obtainable therein, are likewise exempted from the provisions of this section forbidding the sale of liquor to be consumed upon the premises at a place of business within one thousand (1,000) feet of a church, parks or public school, it being intended hereby that such hotel and restaurant and dining room shall not be prohibited from the sale of liquor for consumption upon the premises by reason of their location within one thousand (1,000) feet of a church, parks or public school.

(c)

Locations otherwise prohibited. Nothing in this section shall be interpreted to permit the sale of alcoholic beverages in or adjacent to districts where such sale is now prohibited by other ordinances of the city.

(d)

Grandfather clause. The limitation provisions of this section shall not apply to establishments lawfully in operation and dispensing alcoholic beverages during the year beginning October 1, 1960, provided that such establishment remains in continuous operation.

(e)

Incidental sale of beer and wine for off-premises consumption. Businesses, such as grocery stores, and other commercial establishments, whose principal business is not the sale of alcoholic beverages, but includes as incidental thereto, the sale of beer and wine to be consumed off the premises, shall be exempt from the provisions of this section. It is intended hereby that such a business shall not be prohibited from the sale of beer and wine for consumption off the premises by reason of its location or proximity to a church, parks or public school.

(f)

Restaurants selling beer and wine. Restaurants, as defined in section 13-47 of this Code, whose principal business is not the sale of alcoholic beverages, but includes

Ordinance No.

as incidental thereto the sale of beer and wine to be consumed on the premises only, shall be exempted from the provisions of this section.

(Code 956 § 3-40)

Proximity of private schools, nurseries, boarding homes to beverage establishments § 1-173; zoning regulations, Ch. ??

Municipal authority to regulate location of establishments § S. 562.4E(2).

Section 3 All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. CODIFICATION. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 6. EFFECTIVE DATE. This Ordinance shall upon adoption, become effective immediately.

PASSED AND ADOPTED this ____ day of _____, 2015.

Myra L. Taylor
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk



Vincent T. Brown
The Brown Law Group
City Attorney

Ordinance No.

Moved by:

Seconded by:

Commissioner Vote:

Commissioner Kelley:

Commissioner Pinder:

Commissioner Santiago:

Vice Mayor Holmes:

Mayor Taylor:

Sponsored by: City Manager

ORDINANCE NO. 15-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A TERM SHEET TO RECEIVE A REVOLVING LINE OF CREDIT WITH CITY NATIONAL BANK TO PROVIDE TEMPORARY BRIDGE FINANCING FOR THE CITY'S ONGOING AND FUTURE DRINK WATER, SEWER WATER AND WASTE WATER IMPROVEMENT PROJECTS; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka passed Resolution 15-8918, authorizing the city manager to negotiate a line of credit with City National Bank;

WHEREAS, Attached as Exhibit "A" is the Term Sheet that must be executed in order to receive the line of credit in the amount of \$6,000,000.

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

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

Section 2. The City of Opa-locka City Commission hereby authorizes the City Manager to execute the Term Sheet attached as Exhibit "A" to this Ordinance and any necessary documents to close on this loan and borrow the funds referenced herein.

Section 3 All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5.CODIFICATION. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 6.EFFECTIVE DATE. This Ordinance shall upon adoption, become effective immediately.

Ordinance No.

PASSED AND ADOPTED this ____ day of _____, 2015.

Myra L. Taylor
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk



Vincent T. Brown
The Brown Law Group
City Attorney

Moved by:

Seconded by:

Commissioner Vote:

Commissioner Kelley:

Commissioner Pinder:

Commissioner Santiago:

Vice Mayor Holmes:

Mayor Taylor:

City of Opa-Locka, Florida



April 23rd, 2015

Ms. Susan Gooding-Liburd
The City of Opa-Locka, FL
3400 NW 135th Street
Bldg B
Opa-Locka, FL 33054

Dear Ms. Gooding-Liburd,

City National Bank of Florida ("Bank") is pleased to provide you with the following Term Sheet which outlines the basic terms and conditions currently being contemplated for the proposed extension of credit to the below-referenced Borrower(s).

The following is not a commitment to lend, but rather an expression of interest on behalf of the Bank. A final approval will be conditional on the Bank completing its full underwriting and usual and customary due diligence processes. The terms and conditions outlined here are subject to change in whole or in part, and any formal conveyance of a final approval would be detailed in a formal commitment letter.

We look forward to the opportunity to review this with you and to building a long term relationship between our firms.

FOR DISCUSSION PURPOSES ONLY

BORROWER:	The City of Opa-Locka, FL ("Borrower")
LOAN AMOUNT:	\$6,000,000.00
LOAN TYPE & PURPOSE:	Direct placement bank qualified non tax exempt revolving line of credit to provide temporary bridge financing for the Borrower's ongoing and future Drinking Water, Sewer Water, and Waste Water improvement projects ("the Projects") contemplated herein.



City of Opa-Locka, Florida

- INTEREST RATE:** The interest rate shall be 300 basis points above the 30-day LIBOR rate with a floor rate of 3.50%, floating.
- TERM:** Two [2] years from date of note
- REPAYMENT:** INTEREST - Payments of all accrued interest shall be due quarterly.
- PRINCIPAL – Principal advances shall be due 60 days from the date of each individual advance. All outstanding principal plus accrued interest shall be due at maturity.
- BANK LOAN FEE:** 0.50% of Loan amount (\$30,000.00). A deposit in the amount of \$20,000.00 for incidental fees shall be payable upon issuance and acceptance of this term sheet.
- PREPAYMENT PENALTY:** Waived out of courtesy
- COLLATERAL:** The Loan will be collateralized by the following:
- First Lien on the gross revenues from the City's Water & Sewer Systems operations in parity with the Florida Department of Environmental Protection as contemplated for the Project.
- CONDITIONS PRECEDENT:**
- Receipt and review of audited financial statements of Borrower for the fiscal year ended 9/30/2013
 - Receipt and review of "unaudited" financial statements of Borrower for the fiscal year ended 09/30/2014.
 - Receipt and review of the City's 2015 commission approved annual Budget
 - Receipt and review of all Loan Agreement documents between the State of Florida and Borrower in regard to loans and/or grants specifically related to the Project.



- Receipt and review of all costs and associated funding sources for all phases of the Project contemplated.
- Formal Loan Commitment and Approval shall be subject to the Bank completing a full underwriting of the Borrower's financial position and due diligence.
- Borrower shall continue to maintain their primary deposit relationship, including operating accounts and cash management relationship, with City National Bank during the life of the loan.

OTHER TERMS & REQUIREMENTS:

- 1) Loan and closing documents will be drafted by Bank's attorney, at Borrower's expense. Bank's attorney will work in conjunction with Borrower's attorney for review of loan closing documents.
- 2) The Line of Credit is to be set up on automatic debit for both interest and principal payments.
- 3) The Bank shall be the depository for any and all Loan Debt Service Accounts of the Borrower as specified in Borrower's Loan Agreements with the State of Florida for the Project.
- 4) Opinion of Borrower's Counsel attesting to City's full authority to enter into the subject credit facility.

ADVANCES:

Individual advances shall be available only after the submission of a complete disbursement request including, but not limited to, the following:

1. Copies of invoices/vouchers to be paid
2. Certification and approval that the work pertaining to the invoices/vouchers being presented has been completed. Such certification must be approved by the City Engineer, the City Manager or Assistant City Manager's office, and the City's Finance Department.

3. Certification from the City Manager or Assistant City Manager and the Finance Department that the requested advances are eligible for reimbursement by the FDEP under the corresponding State Financial Assistance Agreement.
4. All required documentation necessary for the Department to provide funding, as stipulated in the request for funding guidelines set forth by the FDEP.

FINANCIAL COVENANTS

- 1) Water and Sewer Pledged Revenue shall exceed annual interest coverage requirement of this loan facility with a coverage of no less than 1.15x, which shall be tested annually.
- 2) Borrower shall not begin to make any loan repayments of principal to the State of Florida, of the debt incurred for this project financing program, until all outstanding principal and interest obligations of this loan facility are paid in full.

**REPORTING
REQUIREMENTS:**

- 1.) CPA unqualified fiscal year-end Financial Statements of the Borrower to be provided within 180 days of fiscal year end, commencing with fiscal year-end statement dated September 30, 2014.
- 2.) Annual Commission Approved Budget of Borrower, submitted within 30 days from date of approval by the City Commission.
- 3.) Semi-Annual Financial Statements to be submitted within 90 days of semi-annual anniversary date.

EXPENSES:

Borrower agrees to pay all normal disbursements, costs and fees of the Bank and the Borrower involved in this transaction which are reasonable and customary and have actually been incurred,



City of Opa-Locka, Florida

including but not limited to, recording costs, documentary stamps, intangible tax, attorney fees for closing this Loan, field audits and any and all other additional expenses or additional requirements reasonably imposed by the Bank or the Bank's counsel.

Bank hereby notifies you that pursuant to the requirements of the USA Patriot Act (the "Act"), it is required to obtain, verify and record information that identifies you in accordance with the Act.

City National Bank is pleased to provide this term sheet for your review. If the foregoing meets with your approval, please sign where indicated below and provide the fee as described herein along with a signed copy of the term sheet. This term sheet and the provisions herein shall expire 5 business days from the date of this letter. After acceptance, should the Bank decline your request, the application fee will be refunded; otherwise, the fee will be credited to your costs at closing. Should you elect not to close; the fee will be retained by the Bank.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hugo Carreño', written over a horizontal line.

Hugo Carreño
Vice-President

City of Opa-Locka, Florida



Acknowledgment to proceed must be received on or before April 30th, 2015.

ACCEPTED on this ____ day of _____, 2015

The City of Opa-Locka, FL

By: _____
title

This term sheet is confidential and proprietary in nature between the Bank and the Borrower. This term sheet, and the contents thereof, shall not be shared, distributed or disseminated in any form to any third party (including to any other potential lenders) without the express written consent of the Bank.

Sponsored by: City Manager

RESOLUTION NO. 15-8984

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OPA-LOCKA; AUTHORIZING THE CITY MANAGER TO ACCEPT A REVOLVING LINE OF CREDIT FROM CITY NATIONAL BANK TO PROVIDE TEMPORARY BRIDGE FINANCING FOR THE CITY'S ONGOING AND FUTURE DRINK WATER, SEWER WATER AND WASTE WATER IMPROVEMENT PROJECTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-locka passed Resolution 15-8918, authorizing the City Manager to negotiate a revolving line of credit with City National Bank; and

WHEREAS, City Manager has completed the negotiations with City National Bank pursuant to Resolution 15-8918; and

WHEREAS, the terms of the negotiations are set forth in EXHIBIT "A".

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE CITY COMMISSION FOR THE CITY OF OPA LOCAK, FLORIDA:

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

Section 2. The City Commission the City of Opa-locka, Florida, hereby authorize the City Manager to execute the term-sheet attached as EXHIBIT "A" and any other documents necessary to accomplish the purpose stated therein.

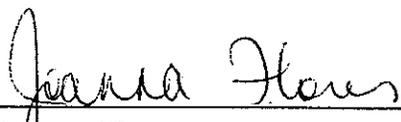
Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 27th day of April, 2015.



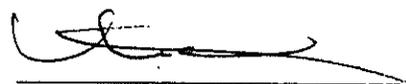
Myra Taylor
Mayor

Attest to:



Joanna Flores
City Clerk

Approved as to form and legal sufficiency:



Vincent T. Brown, Esq.
The Brown Law Group, LLC
City Attorney

Moved by:	Commissioner Pinder
Seconded by:	Commissioner Santiago
Commission Vote:	5-0
Commissioner Kelley:	YES
Commissioner Pinder:	YES
Commissioner Santiago:	YES
Vice-Mayor Holmes:	YES
Mayor Taylor:	YES

Sponsored by: City Manager

RESOLUTION NO. 15-8918

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE A REVOLVING LINE OF CREDIT NOT TO EXCEED SIX MILLION DOLLARS WITH CITY NATIONAL BANK IN ORDER TO INSURE SOUND FISCAL STABILITY FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka desires to maintain a sound, fiscally responsible budget; and

WHEREAS, in order for the City to provide proper departmental spending in accord with the adopted FY 2014-2015 budget, the City Manager has advised that a revolving line of credit should be obtained by the City.

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

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

Section 2. The City Commission of the City of Opa-locka hereby authorizes the City Manager to negotiate with City National Bank for a revolving line of credit not to exceed six million dollars to insure the City having available funds to maintain sound fiscal budgetary responsibilities for all City departments.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 28th day of January, 2015.

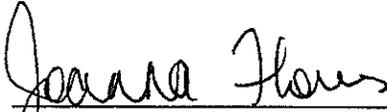
Resolution No. 15-8918



MYRA TAYLOR
MAYOR

Attest to:

Approved as to form and legal sufficiency



Joanna Flores
City Clerk



Joseph S. Geller / John C. Dellagloria
GREENSPOON MARDER PA
City Attorney

Moved by:	VICE MAYOR HOLMES
Seconded by:	COMMISSIONER PINDER
Commission Vote:	5-0
Commissioner Kelley:	YES
Commissioner Pinder:	YES
Commissioner Santiago:	YES
Vice-Mayor Holmes:	YES
Mayor Taylor:	YES

*SECOND READING
ORDINANCES /
PUBLIC HEARING*

ORDINANCE NO. 15-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 2, ARTICLE XIV, SECTIONS 2-653 – 2-658 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 2, ADMINISTRATION, ESTABLISHING A SCHEDULE OF FEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka created a new, Chapter 2, Article XIV, Section 2-653-2-658 of the Opa-locka Code of Ordinances, establishing a Schedule of Fees when it enacted Ordinance 13-08; and

WHEREAS, the City Commission has conducted a comprehensive study of the City's fees and the fees of other cities and received public input regarding the new Schedule of Fees and desires to amend Sections 2-653-2-658.

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

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

Section 2. Section 2-653 of Article XIV of the Opa-locka Code of Ordinances is hereby amended as follows:

SECTION I – PERMIT FEES

A. GENERAL INFORMATION ON SPECIAL FEES, REFUNDS, EXTENSIONS AND CANCELLATIONS

1. DOUBLE FEES

- a. When work for which a permit is required is commenced prior to obtaining a permit, the permit applicant will be required to pay the penalty fee, of one hundred dollars (**\$100.00**) plus a double permit fee in addition to the required permit fee established herein. The payment of the required fee shall not relieve any person, firm, or corporation from fully complying with all of the applicable regulations and codes, nor shall it relieve them from being subject to any of the

penalties. The double fee requirement shall be applicable to all sections of the Building Department noted herein.

- b. For the second offense of doing work without a permit, the permit applicant shall be required to pay twice the penalty fee, two hundred dollars (**\$200.00**) plus a double permit fee. For each subsequent offense, the permit applicant shall be required to pay twice the penalty fee, five hundred dollars (**\$500.00**) plus a double permit fee.

2. ADDITIONAL INSPECTION FEE

The building permit fee entitles the permit holder to an initial and follow-up inspection for each type of mandatory inspection. All work shall be inspected and deficiencies shall be noted by the building inspector. When the work to be inspected is only partially complete, the inspection shall be performed on those portions of the work completed, provided that compliance with the applicable Building Code(s) may be determined with respect to those portions. A permit holder shall pay a fee of fifty three dollars and fifty cents (**\$53.50**) for each additional inspection required to assure compliance with the applicable Building Code(s) beyond the initial and one follow-up inspection. All additional inspection fees shall be paid by any method acceptable to the City of Opa-locka.

3. LOST PLANS FEE

When a permitted set of plans for new buildings, additions, or all other types of projects are lost by the applicants, owner, contractors, or any other representatives of the projects, a recertification fee will be required to review, stamp and approve a new set of plans as a field copy. Such fee shall be based on 30 percent of the original permit fee with a minimum fee of **\$50.00**.

4. LOST PERMIT CARD FEE

After a permit has been issued, if the permit inspection card has been lost, the applicant will be required to pay a charge of forty-five dollars (**\$45.00**).

5. REFUNDS, TIME LIMITATIONS & CANCELLATIONS

The fees charged pursuant to this schedule, may be refunded by the municipality subject to the following:

TIME LIMITATIONS

- a. No refund shall be made on requests involving:
 1. Permit fees on one hundred dollars (\$100.00) or less; or
 2. Permits revoked by the Building Official or Director of the Building Department under authority granted by Florida Building Code, or
 3. Permits cancelled by court order, or
 4. Conditional permits that are cancelled, or
 5. Permits which have expired; or
 6. Permits under which work has commenced as evidenced by any

- recorded inspection having been made by the Building Department; or
7. When there is a change of contractor.
 - b. A full refund shall be granted to a permit holder who takes out a permit covering work outside the jurisdictional inspection area.
 - c. A full refund less than one hundred dollars (**\$100.00**) or fifty percent (**50%**) of the permit fee, whichever amount is greater, rounded down to the nearest dollar shall be granted to a permit holder who requests a refund, provided:
 - a. That the permit holder makes a written request prior to permit expiration date; and
 - b. That the applicant's validated copy of the permit be submitted with such a request; and
 - c. That no work as evidenced by any recorded inspection has commenced under such a permit.

CHANGE OF CONTRACTOR, ARCHITECT OR ENGINEER

Where there is a change of contractor or qualifier involving a permit, the second permit holder shall pay a fee of one hundred fifty-four dollars and fifty-seven cents (**\$154.57**) to cover the cost of transferring the data from the original permit to the second permit. If the original permit has expired, the original permit fee must be paid, at a minimum fee of \$154.57.

PERMIT EXTENSIONS

A fee of one hundred and seven dollars and five cents (**\$107.05**) shall be paid by the permit holder who submits a written request for a permit extension as authorized under Florida Building Code

PERMIT RENEWAL

If work has commenced and where a permit has become null and void pursuant to the applicable Building Code(s), a credit of fifty percent (**50%**) of the permit fee shall be applied to any re-application fee for a permit covering the same project and involving the same plans, provided that the complete re-application is made within six (**6**) months of the expiration date of the original permit, and provided that no refund had been made as provided in this Section.

Where a permit has become null and void or expires pursuant to Florida Building Code, and no work, as evidenced by one recorded inspection, has been made by the department, a credit of fifty percent (**50%**) of the original permit fee covering the same project and involving the same plans shall be given, provided that a complete reapplication is submitted within six (**6**) months of the expiration date of the original permit and provided that no refund has been made according to this section.

Code and issue a permit, to reject design documents required by the code three or more times for failure to correct a code violation specifically and continuously noted in each rejection, including but not limited to, egress fire protection, structural stability, energy accessibility, lighting, ventilation, electrical, mechanical, plumbing and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to Chapter 120, the local government shall impose, each time after the third such review the plans are rejected for that code violation, a fee of four times the amount of the proportion of the permit fee attributed to plans review.”

Re-inspection Fee (See explanation below) \$ 53.50

“Section 2(c) – With respect to inspections, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code, to conduct any inspection after an initial inspection and one subsequent re-inspection of any project or activity for the same code violation specifically and continuously noted in each rejection, including but not limited to egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to Chapter 120, the local government shall impose a fee of four times the amount of the fee imposed for the initial inspection or first re-inspection, whichever is greater for each such subsequent re-inspection.”

Contractor Enforcement

Case processing fee, each	\$721.30
Field Inspection	\$206.08
Re-inspection fee	\$123.66
Photographs, each	\$4.12
Lien settlement fee	\$103.05

Criminal Processing Recovery Cost

Case processing fee, each	\$721.30
Inspection, each	\$123.66
Pictures, each	\$4.12
Corporate Information	\$41.22
Court Appearance, each	\$123.66
Posting of Notices, each	\$61.83
Lien Recording/Cancellation of Notices, each	\$72.14

Florida Building Code

Case Processing Fee	\$721.30
Pictures, each	\$4.12
Inspection Fee	\$226.69
Re-inspection fee	\$154.57
Posting of Notices	\$72.14
Unsafe Structures Board Processing fee	\$257.62
Title Search	Actual Cost

Court Reporting Transcription	Actual Cost
Legal Advertisement	Actual Cost
Permit Fees	Actual Cost
Lien Recording/Cancellation of Notices, each	\$72.14
Bid Processing fee	\$206.08
Demolition/Secure Services	Actual Cost
Asbestos Sampling Abatement	Actual Cost
Corporate Information	\$41.22

10. EXPEDITE PLAN REVIEW SERVICES

Permit applicants who request an alternate plan review service for an expedited review, to be completed after normal working hours, will be assessed a fee. This fee shall be as follows:

Residential: \$206.00 (first four hours) \$ 51.00 (each additional hour)

Commercial: \$440.00 (first four hours) \$110.00 (each additional hour)

12. INTEREST CHARGES ON UNPAID AMOUNTS DUE TO THE CITY OF OPA-LOCKA BUILDING DEPARTMENT

The City of Opa-locka Building Department is authorized to impose an interest charge on any and all unpaid amounts which are due to the Department. This includes, without limitation, items such as past due boiler fees, 40 year recertification fees, Civil Violation fines and demolition costs. The City of Opa-locka Building Department shall also have the authority to charge interest as part of any settlement agreement of installment payment plan to recover fees, fines or costs as well as outstanding liens.

The interest charged shall be assessed as provided for in applicable County Code provisions or administrative orders. In all other cases, interest shall be charged from the date the amount was due and payable to the Department computed at the rate of ten percent (10%) per annum. The Department Director or designee shall have the right to waive all or any portion of the interest charged in order to ensure public safety concerns are met.

13. ACUTAL COST FOR PROJECTS REQUIRING SERVICES NOT CONTEMPLATED IN CURRENT FEE STRUCTURE

The Director, or designee, has the authority to invoice for reimbursement of actual costs on project(s) requiring services not contemplated in the current fee structure.

The invoice will consist of actual labor cost, including any and all fringe benefit costs the Department is legally obligated to pay. Additionally, the invoice will include any other indirect cost associated with the actual labor cost, as determined

by the City of Opa-locka Building Department's Finance Section on a yearly basis.

All of this (these) project(s) will have mutually agreed on contract(s), which will be maintained in the Finance Section. The Director will also have the ability to request a deposit amount that is mutually acceptable to the Department and company or individual that is legally responsible for the project(s). The deposit amount shall be used to offset the final invoiced project cost; if any amount is remaining, it shall be returned to the party that executed the agreement with the Department. The life span of the project(s) shall be included in the agreement.

14. BUILDING PERMITS CANCELLATION \$75.60

15. TRAINING & TECHNOLOGY FEE

A technology and training fee shall be assessed to each permit to enhance the City's ability to provide state-of-the-art technology to its Land Use (i.e. building, zoning, code enforcement) customers. This fee will not be included in calculation of City payment for contracted building review and permit services. 100% of this fee will be set aside for training for City employees and technology for the department(s).

\$3 per permit minimum
Permits based on job value:
\$0 to \$500 valuation = \$5
\$500 to \$2,000 valuation = \$7
Over 2,000 valuation = \$7 plus
.50/1,000 of job value over \$2,000

16. REVISIONS AND SHOP DRAWINGS

- a. Major revision after a permit is issued shall be subject to a fee of 50% of the original permit fee up to a maximum of \$2,006.82.
- b. Minor plan revisions shall be subject to a fee at the rate of \$1.80 per minute of the time for each review for no longer than 5 minutes.

17. CERTIFICATE OF COMPLETION

Residential	\$10
Commercial	\$25

18. CERTIFICATE OF OCCUPANCY

- 1. Single Family Residence, Townhouse, Duplex (each unit),
Residential Attached \$ 69.30
- 2. Apartments, Hotels, Multiple Family Uses
 - a. 2 to 50 Units \$ 115.50
 - b. 51 to 100 Units \$ 176.40
 - c. 101 and up Units \$ 231.00
- 3. Commercial/Industrial

Ordinance No. _____

- | | |
|---|---|
| a. Per sq. ft. of Business Area | \$.07 |
| b. Minimum Fee | \$ 192.15 |
| c. Maximum Fee | \$ 2,205.00 |
| 4. Building Shell Commercial (New Construction) | |
| a. Building and Unit Shell | \$ 126.00 |
| b. Occupancy without CO (In Violation) | \$551.25 fee plus double CO fee |
| c. Temporary Certificate of Occupancy | \$ 50% of final CO fee for 90-day extension per period. 100% final CO fee |
| d. A fee shall be paid by the Certificate holder who submits a written request for a TCO extension. | \$ 72.45 |

19. CONTRACTOR REGISTRATION

No permits will be issued to those contractors who have not registered with the City unless all required documentation is required for a building permit or a related permit. To obtain permit, all documents must be up to date

State and/or Miami Dade County Contractors

- Legible color copy of qualifier's driver license
- Current State license
- Current Occupational license
- Current Certificate of Liability Insurance (Certificate holder made out to: City of Opa-locka, 780 Fisherman Street 4th Floor, Opa-locka, FL 33054
- Current Workers Compensation Insurance or Exemption Certificate (If exempt, provide certificates for all officers that are exempt)
- Miami Dade County Contractors: Current Miami Dade County Municipal Contractor License
- Miami Dade County Contractors: Current Miami Dade County Certificate of Competency
- Miami Dade County Contractors: Current registration with State Department of Business and Professional Regulation
- **An initial \$25.00 Fee, then \$5 annually to maintain and update records**

20. EFFECTIVE DATE

This fee schedule shall be effective May 1, 2013.

21. AMENDMENTS TO PERMIT FEE SCHEDULE

Each permit fee shall be increased annually based on the CPI effective October 1 of each year.

B. BUILDING PERMIT FEES

1. "UP-FRONT" PROCESSING FEE (non-refundable)

Residential permit	25% of permit fee
Commercial permit	25% of permit fee

Fee collected at the time of permit application. Said up-front fee is credited to the permit fee at the time of permit issuance.

2. MINIMUM FEE FOR BUILDING PERMITS

a. Residential Minimum Fee	\$ 53.80
b. Commercial Minimum Fee	\$ 53.80

(With the exception of fees associated with windows, trusses, door, skylights, and all required shop drawings, which are already included in the basic building permit, this minimum fee does not apply to add on building permits issued as supplementary to current outstanding permits for the same job.)

3. NEW BUILDINGS AND/OR ADDITIONS – RESIDENTIAL

New Construction Single Family and Duplexes above 1,000 sq ft Group R3 per sq ft **\$0.28**

Single Family and Duplex (Group R3) Detached Structures:

0 to 100 sq ft in area	\$45.80
101 to 500 sq ft in area	\$76.71
501 to 1,000 sq ft in area	\$203.80
Over 1,000 sq ft in area	\$366.84

4. ALTERATIONS/REPAIRS – RESIDENTIAL (per \$1.00 of estimated cost)

a. Single Family Residence and Duplex	\$.05
b. Minimum Fee	\$ 113.25
c. Maximum Fee	\$ 542.69
d. Shade Houses per 100 S/F or fractional part of floor area	\$.58
e. Greenhouses & buildings for agricultural use (non-residential) when located on the premises so used per 100 sq ft or fractional part of floor area	\$ 9.38
f. Repairs due to fire damage per \$1.00 of estimated cost or fractional part (copy of construction contract required)	\$ 0.057
Minimum fee	\$203.90

Maximum fee	\$542.49
5. TENTS Electrical and plumbing separate	
0-5,000 sq ft	\$82.44
Over 5,000 sq ft	\$245.55
6. NEW CONSTRUCTION/ADDITIONS- COMMERCIAL	
Storage, Industrial & Mercantile Use of Group S, F and M (commercial) occupancies 100 sq ft or fractional part of floor area and all others except R3	
\$15.08	
Structures of unusual size or nature (such as a sewer plant, water towers, pylons, bulk storage – Tank foundations, unusual limited use buildings, marquees and similar construction) shall be based on the estimated cost of construction, for each \$1,000 of estimated cost or fractional part	
	\$13.88
7. ALTERATION AND/OR REPAIRS – COMMERCIAL, For all structures except R3	
For each \$100 of estimated cost or fraction part	\$2.03
a. Minimum Fee	\$325.66
8. SLAB/PAVING/STRIPING	
Per \$1.00 of estimated cost	\$0.081
Minimum Fee	\$62.97
9. ROOFING/RE-ROOFING	
Residential (Group R3)	
a. Minimum fee	\$68.69
b. Roofing Flat/Shingle per S/F	\$0.08
c. Roofing Tile and Metal Roof per S/F	\$1.03
Commercial (all except Group R3)	
d. Roofing shingles and other types not listed per sq ft up to 30,000 sq ft	\$0.14
e. Each sq ft thereafter	\$0.10
f. Roofing Tile and Metal Roof per S/F up to 30,000 sq ft	\$0.19
g. Each sq ft thereafter	\$0.10
10. FENCES AND/OR WALLS, Minimum fee	\$168.00
Chain Link	
a. 0-500 linear ft	\$53.81
b. 501 – 1,000 linear ft	\$72.13
c. Each additional linear ft over 1,000	\$ 0.05
Wood, Metal, Alum, Steel	

Ordinance No. _____

d. Each linear ft	\$ 0.56
Concrete	
e. Each linear ft	\$ 1.04
11. SWIMMING POOLS, SPAS, AND HOT TUBS	
Installation	\$108.77
Repair	\$ 53.81
12. TEMPORARY PLATFORMS AND TEMPORARY BLEACHERS TO BE USED FOR PUBLIC ASSEMBLY	
a. Per platform	\$63.75
b. Per bleacher	\$63.75
13. SHOP DRAWING REVIEW (FOR OTHER THAN R3)	
a. Trusses/Steel Structures – first 600 sq ft or fractional part	\$26.28
b. Trusses/Steel Structures – ea addl 100 sq ft or fractional part	\$ 1.33
c. Precast/Prestress (Roof-Floor-Walls) each 1,000 sq ft or fractional part	\$13.41
d. Overhead Doors, each	\$13.41
e. Skylights, each	\$13.41
f. Hand Rails/Stair Rails, per linear ft	\$ 1.85
g. Walk-in Coolers, each	\$123.66
h. Storefront/Fixed Glazing (under 8 ft high by 4 ft wide), each 100 sq ft or fractional part	\$14.96
14. DEMOLITION OF BUILDINGS	
For each structure	\$ 137.39
15. INSTALLATION OR REPLACEMENT OF WINDOWS OR DOORS, ORNAMENTAL IRON BARS/SAFETY BARS	
a. For the first installation, alteration or repair (except new construction for Group R3), per sq ft	\$ 0.10
b. Minimum fee	\$ 72.14
c. Replacement of Windows and Exterior door in all buildings or installation of windows or doors in buildings exceeding two stories in height or Storefronts and fixed glass exceeding 8 ft in height or 4ft in vertical mullion spacing, or Curtain Walls including windows and doors, for each 100 sq ft or fraction part therein,	\$14.96
16. SCREEN ENCLOSURES, CANOPIES & AWNINGS, SHUTTERS	
a. Screen enclosures, each 100 sq ft or fractional part	\$ 7.91
b. Detached canopies, each \$1,000 of estimated cost or fractional part Minimum fee	\$ 7.23 \$45.80
c. Awnings and Attached Canopies, horizontal projection	

Per sq ft area covered	\$0.07
Minimum fee	\$45.80
d. Storm Shutter, per sq ft area covered	\$ 0.07
Minimum fee	\$45.80
17. TEMP. TRAILER (FOR CONSTRUCTION)	
Tie Down Inspection Fee (This does not include installation of meter mounts and service equipment. Separate mechanical, plumbing and related electrical permits are required).	
	\$121.66
Tie Down re-inspection fee	\$103.05
18. SIGN PERMIT FEES	
a. Minimum fee	\$ 38.08
b. Signs- non illuminated, per sq ft	\$ 0.19
c. Illuminated signs under electrical permit, per sq ft	\$ 2.05
d. Annual Renewal of Class C signs on or before October 1 st of each year, per sign	\$49.46
19. AGRICULTURAL "U-PICK" PERMITS , each permit per field	\$216.40
20. SATELLITE DISH , all trades	\$135.80
21. ORNAMENTAL IRON	
Per sq ft of coverage	\$ 0.05
Minimum fee	\$45.80
22. BUILDING POSTCARD PERMIT	
Chain link fence installation, repair, replacement	\$30.92
23. MOVING BUILDINGS OR OTHER STURCTURES	
For each 100 sq ft or fractional part thereof (does not include cost of new foundation or repairs to building to building or structure	
	\$14.44

C. PLUMBING PERMITS

1. **MINIMUM PLUMBING OR GAS FEE PER PERMIT**
 - a. Except as otherwise specified **\$ 92.70**
 (This minimum does not apply to supplemental plumbing permits issued as supplementary to current outstanding permits for the same job.)

2. **ALTERATIONS/REPAIRS/ADDITIONS - RESIDENTIAL (Group R3)**
 - a. New/Addition Single Family Residence or Duplex, per sq ft **\$ 0.10**
 - b. Alteration/Repairs Single Family Residence or Duplex, per sq ft **\$ 0.05**
 - c. Minimum Fee **\$123.66**

3. **COMMERCIAL (ALL GROUPS EXCEPT GROUP R3) ROUGHING-IN OR PLUGGED OUTLETS FOR BATHTUBS CLOSETS, DOCTORS, DENTISTS, HOSPITAL STERILIZERS, AUTOCLAVES, AUTOPSY TABLES AND OTHER FIXTURES, APPURTENANCES OR OTHER APPLIANCES HAVING WATER SUPPLY OR WASTE OUTLET, OR BOTH, DRINKING FOUNTAINS, FIXTURES DISCHARGING INTO TRAPS OR SAFE WASTE, PIPES, FLOOR DRAINS, LAUNDRY TUBS, LAVATORIES, SHOWERS, SINKS, SLOP SINKS, AND WATER HEATERS**
 - a. Minimum Fee **\$123.66**
 - b. For each rough in or plugged outlet **\$12.36**
 - c. Each fixture **\$12.36**

4. **SETTLING TANKS, GAS AND OIL INTERCEPTORS, AND GREASE TRAPS**
 (Including drain tile and relay for same Residential and Commercial) **\$ 36.07**

5. **SEWER**
 - a. Each building storm sewer and each building sewer where connection is made to septic tank, or a collector line or to an existing sewer or to a city Sewer or soakage pit or to a building drain outside a building **\$ 61.00**
 - b. Sewer Capping/Demolition **\$ 61.00**

6. **CONDENSATE DRAIN (AIR CONDITIONING)**
 - a. Per outlet **\$ 6.52**
 - b. Except single not manifold A/V outlet not exceeding 5 tons **n/c**

7. **WATER PIPING**
 - a. Irrigation system and underground sprinkler system for each zone **\$ 19.24**
 Water service connection to a municipal or private water supply system, (for each meter on each lot) **\$16.48**
 - b. Water connection or outlets for appliance or installations not covered by fixture set above **\$12.66**

c.	Solar water heater installation, equipment replacement or repair	\$ 103.05
d.	Swimming pool piping new installation, not including well	
	Residential	\$68.70
	Commercial	\$195.79
	Sump pump	\$16.49
e.	Swimming Pool Heater Replacement or New Installation	\$ 57.25
f.	Swimming Pool Repair	\$ 68.70
g.	2" or less water service backflow assembly	\$ 40.08
h.	2 ½" or larger water service backflow assembly	\$113.35
i.	Repairs to water piping	
	Each \$1,000 of estimated cost or fractional part	\$11.88
	Plan review	\$50.00
8.	WELLS	
a.	Residential per well	\$ 60.12
b.	Commercial per well	\$164.88
9.	NATURAL GAS OR A LIQUEFIED PETROLEUM	
	Minimum Fee	\$78.75
a.	For each outlet Group R3 (includes meters and regulators)	\$12.37
b.	For each appliance (does not include warm air heating units, but does include unvented space heaters and vented wall heaters and vented wall heaters no duct work)	\$12.37
c.	For Groups other than R3, each meter (new or replacement)	\$20.61
d.	For Groups other than R3, each appliance (Commercial) (does not include warm air heating units, but does include un-vented space)	\$20.61
e.	Heaters and vented wall heaters- no duct work	\$20.61
f.	Each meter – new or replacement	\$20.61
g.	For major repairs to gas pipe where no fixture or appliance installation is involved per repair	\$ 72.144
h.	Underground L.P. gas tanks per group of tanks at a single location	\$ 123.66
i.	Above ground L.P. gas tanks per group of tanks at a single location	\$ 123.66
10.	WATER TREATMENT PLANTS, PUMPING STATIONS, SEWER TREATMENTS AND LIFT STATIONS	
a.	Water treatment plant (interior plant piping)	\$ 432.77
b.	Sewage treatment plant (interior plant piping)	\$ 309.13
c.	Lift station (interior station piping)	\$ 494.04
d.	Sewage ejector	\$ 144.27
11.	WATER AND GAS MAINS (ALL GROUPS)	
a.	Each 50 feet or part thereof	\$ 14.44

Ordinance No. _____

- b. Minimum Permit fee \$ 164.88

- 12. **STORM/SANITARY UTILITY/COLLECTOR LINES FOR BUILDING DRAIN LINES (on private property other than public easements)**
 - a. Cost > \$2,000 \$8.3%
 - b. Each 50 feet or part thereof \$14.44

- 13. **MANHOLE OR CATCH BASIN**
 - a. Each manhole or catch basin \$ 20.61
 - b. Minimum Permit fee \$ 164.88

- 14. **TEMPORARY TOILETS-WATERBORNE OR CHEMICAL**
 - a. First temporary toilet \$ 92.75
 - b. For each additional toilet \$ 17.01
 - c. Renewal of temporary toilet same as original permit

- 15. **DENTAL VACUUM LINES**
Each system \$ 123.66

- 16. **MOBILE HOME CONNECTIONS**
Each system \$ 123.66

- 17. **MEDICAL GAS**
 - a. Per Gas \$ 104.00
 - b. Installation, per \$1000 of construction value \$ 15.00

- 18. **POSTCARD PLUMBING AND LPGX PERMITS**
Each card (includes sewer capping, water service, fixture replacement/resetting, water service back flow, sewage line repair, chemical toilet, AND septic tank, pool equipment, potable water line irrigation, replacement of solar mobile home connection, water heater replacement and gas meter) \$123.66

- 19. **PLUMBING NEW CONSTRUCTION**

All general plumbing permit fees are included under to Master Permit the following are the exceptions:

- a. **Backflow Preventers**
- b. **Interceptors (grease, oil, sand, etc.)**
- c. **Irrigation**
- d. **Lift Stations**
- e. **Medical Gas (compressed air, nitrous oxide, vacuum lines, etc.)**
- f. **Natural/LP Gas**
- g. **Septic Tank and Drain-field**
- h. **Site Work (sanitary manholes, catch basins, sewer lines and/or water lines)**

i. **Wells for potable or irrigation**

D. ELECTRICAL PERMIT FEES

1. **MINIMUM ELECTRICAL PERMIT FEE INCLUDING REPAIR WORK PER PERMIT**
 - a. Residential Minimum Fee **\$ 51.50**
 - b. Commercial Minimum Fee **\$ 92.70**

Except as otherwise specified

2. **ALTERATIONS/REPAIRS/ADDITIONS – RESIDENTIAL**
 Applies to new construction or Group R3 and living units of Group R1, R2, and R4. Applies to all electrical installations except common areas, parking lot areas and/or buildings and house service of Group R.
 - a. New construction and additions, per sq ft of floor area **\$0.08**
 - b. Minimum fee **\$68.70**
 - c. Alterations or repairs per \$1.00 estimated cost or fractional part **\$0.05**
 - d. Minimum fee **\$68.70**

3. **ALTERATIONS/REPAIRS/ADDITIONS - COMMERCIAL**
 - a. New construction and additions, per sq ft of floor area **\$0.14**
 - b. Minimum fee **\$123.66**
 - c. Alterations or repairs per \$1.00 estimated cost or fractional part **\$0.10**
 - d. Minimum fee **\$123.66**

4. **ALL OTHER WIRING AND OUTLETS**
 Common areas of Group R1, R2, and R4 include corridors, public lounges, elevators, pumps, A/C (public area), lights, outlets and house and emergency service, etc. These areas and all commercial wiring shall be subject to the fees below:
 - a. Boxes, receptacle, switches, sign fraction motor fans, low voltage outlets, empty outlets for telephone, CATV, each outlet, and 110 volt smoke detectors each outlet box **\$ 3.31**
 - b. Special outlets **\$14.44**
 - c. Commercial equipment (KWA rated) x-ray outlets, commercial cooking equipment, presses, generators, transformers (permanently connected), for each KW or fractional part **\$14.44**
 - d. Motors installed, repaired or replaced, each **\$18.56**
 - e. Air conditioning and refrigeration system (new work). Applies to commercial, residential, agricultural and industrial. Covers related work, except wall or window units which are covered under special outlets, per ton or fractional part thereof **\$12.37**
 - f. Replacement or relocation of existing A/C and refrigeration (same size), per KW or ton **\$ 4.12**

- g. Electrical equipment – replacement (existing facilities) \$41.22
- h. Switchboards, M.C.C. panels, control boards (for each board) \$41.22

5. LIGHTING FIXTURES

Common areas of Group R1, R2, and R4 include corridors, public lounges, elevators, pumps, A/C (public area), lights, outlets and house and emergency service, etc. These areas and all commercial wiring shall be subject to the fees below:

Flood lights, spotlights, parking lights, tennis courts lights, fluorescent and incandescent fixtures, etc.

- a. Per fixture \$3.31
- b. Plugmold, light track, and neon strips, each 5 ft or fractional part \$6.41
- c. Light Pole \$20.61
- d. Light Pole \$30.92

6. SIGNS & ARCHITECTURAL FEATURES (INDOOR NEON)

- a. Per sq ft of sign \$2.03
- b. Minimum fee \$138.08
- c. Repairs and reconnection each \$121.59
- d. Neon strips each 5 ft or fractional part \$4.12

7. PERMANENT SERVICE TO BUILDING – New work only

For each 100 amp or fractional part

- Residential \$ 5.16
- Commercial \$ 9.29

8. TEMPORARY SERVICE FOR CONSTRUCTION

- Per service - Residential \$ 57.25
- Per service – Commercial \$103.05

9. CONSTRUCTION FIELD OFFICE SERVICE

- a. Per service \$247.30

10. MOBILE HOME OR RV SERVICE

- a. Per service \$123.66

11. AGRICULTURAL SERVICE

- a. Per service \$103.05

12. FEEDERS

- (Include feeders to panels, M.C.C switchboards, elevators, etc.) Each Feeder \$24.73

13. TEMPORARY SERVICE TEST

- a. Equipment and service (30 day limit) per service \$ 185.49

b. Elevator (180 day limit) per elevator	\$ 185.49
14. FIRE DETECTION SYSTEM Includes fire alarm system, halon, etc. Does not include single 110 volt residential detectors	
a. Per system – Residential (new/upgrades)	\$143.12
b. Repairs and additions to existing system – Residential	\$68.70
c. Per system – Commercial (new/upgrades)	\$257.62
d. Repairs and additions to existing system – Residential	\$123.66
15. MASTER CONTROL ANTENNA AND RADIO SYSTEM Does not include CATV and telephone empty conduit system and does not include free wiring of same.	
a. Master control – Residential	\$22.90
b. Each device – Residential	\$1.67
c. Master control – Commercial	\$41.22
d. Each device – Residential	\$2.47
16. BURGLAR ALARM SYSTEM	
<u>Residential</u>	
a. Installation wiring	\$51.53
b. Installation devices	\$51.53
c. Complete system	\$103.08
d. Repair per system	\$51.50
<u>Commercial</u>	
e. Installation wiring	\$92.75
f. Installation devices	\$92.75
g. Complete system	\$185.49
h. Repair per system	\$92.75
17. INTERCOM SYSTEM	
a. Each new system Group R3	\$123.66
b. Other groups	\$185.49
c. Repair each system – Residential	\$68.70
d. Repair each system – Commercial	\$123.66
18. SWIMMING POOLS, ELECTRICAL	
Fees based on cumulative cost of the following components:	
<u>Residential</u>	
a. Pool or spa (includes motors and pool lights)	\$68.70
b. Combination pool/spa (includes motors and pool lights)	\$103.05
c. Pool repair	\$68.70
<u>Commercial</u>	
d. Pool or spa (includes motors and pool lights)	\$288.52
e. Combination pool/spa (includes motors and pool lights)	\$391.57
f. Pool repair	\$288.52
19. ENERGY MANAGEMENT SYSTEM	

Ordinance No. _____

- a. Per floor **\$216.40**
- b. Repair per floor **\$123.66**

- 20. FREE STANDING SERVICE**
New meter and service (requires processing) – per service. Includes lift stations, sprinkler systems, street lighting, parking lots, etc that require new service with separate meter **\$185.52**

- 21. TEMPORARY WORK ON CIRCUSES, CARNIVALS, FAIRS, CHRISTMAS TREE LOTS, FIREWORKS, TENTS, ETC.**
Per ride or structure **\$103.05**

- 22. GROUND WIRE FOR SCREEN BONDING**
Residential, per installation **\$ 68.70**
Commercial, per installation **\$123.66**

- 23. CONDUIT**
Duct bank- Per Linear Foot (residential/commercial) **\$ 3.73**

- 24. ELECTRICAL POSTCARD PERMIT**
Includes the following items: intercom system, burglar alarm, pre-wiring burglar alarm, master control devices installation or repair, smoke detector, FPL load management, irrigation pump, pool timer, electrical appliance and ceiling fan installation, data communication cables, television and telephone wiring installation and central vacuum **\$30.92**

- 25. FPL Load Management**
Per Bid **\$123.66**

- 26. UNDERGROUND MANHOLES**
Each **\$206.08**

- 27. ELECTRICAL NEW CONSTRUCTION**
All general electrical permit fees are included under to Master Permit the following are the exceptions:
 - a. **Burglar Alarms**
 - b. **Fire Alarms**
 - c. **Freestanding Services**
 - d. **Temporary for Construction**

- 28. ADDITIONAL INSPECTION, ELECTRICAL** **\$103.05**

E. MECHANICAL PERMIT FEES

1. MINIMUM MECHANICAL PERMIT FEE

- a. Residential Minimum Fee \$67.00
 - b. Commercial Minimum Fee \$187.00
- Except as otherwise specified**

2. NEW CONSTRUCTION/REPAIRS/ADDITIONS - RESIDENTIAL

Per sq ft \$0.08

3. ALTERATIONS/REPAIRS/ADDITIONS - COMMERCIAL

Per **\$1.00** of construction value if square footage is provided, the construction value will be based on a cost of **\$1.25/SF** or the value provided by the permit applicant, whichever is higher. If no square footage is provided, the construction value will be based on the value provided by the permit applicant. \$.025

a. Minimum Fee \$ 220.50

4. A/C & REFRIGERATION INCLUDING REPLACEMENT, RELOCATION OF EQUIPMENT & NEW INSTALLATION (WITHOUT MASTER PERMIT)

- a. TONS each, Residential \$17.18
- b. TONS each, Commercial \$30.93
- c. Minimum fee, Residential \$68.70
- d. Minimum fee, Commercial \$123.66
- e. Room A/V wall unit \$40.08

5. STORAGE TANKS FOR FLAMMABLE LIQUIDS

Per tank \$ 309.13

6. FURNACE & HEATING EQUIPMENT, INCLUDING COMMERCIAL DRYERS, OVENS & OTHER FIRED OBJECTS NOT ELSEWHERE CLASSIFIED. (WITHOUT MASTER PERMIT)

KW each \$6.19
 Minimum fee \$92.75

7. INTERNAL COMBUSTION ENGINES

Stationary -- each \$ 154.57

8. COMMERCIAL KITCHEN HOODS, each \$ 257.57

9. OTHER FEES

- a. Fire chemical halon and spray booths for each system \$ 216.40
- b. Insulation, pneumatic tube, conveyor systems, pressure and process piping, sheet

Ordinance No. _____

metal or fiberglass air conditioning ducts, cooling towers, mechanical ventilation
For each \$1,000 or fractional part of contract cost \$ 21.65
Minimum fee \$123.66

10. BOILERS AND PRESSURE VESSELS

a. Steam boilers (annual) - each	\$ 257.62
b. Hot water boilers (annual) – each	\$ 107.17
c. Unfired pressure vessels (annual) – each	\$ 94.81
d. Miniature boilers (annual) – each	\$ 94.81
e. Certificate of inspection (inspected by insurance company) – each	\$154.57
f. Shop inspection of boiler or pressure vessels per completed vessels	\$ 154.57

11. FIRE SPRINKLER SYSTEM

a. Per standpipe	\$41.22
b. Per sprinkler head	\$2.05
c. Per hose rack or hose bib	\$20.61
d. Fire pump	\$154.57
e. Each 50 ft of underground piping or part thereof	\$41.22
f. Minimum fee	\$144.27

12. ADDITIONAL INSPECTIONS, MECHANICAL

\$103.05

13. ELEVATORS, ESCALATORS AND OTHER LIFTING APPARATUS

Fees for original installation or major alterations and remodeling includes initial inspection and certificate

14. PASSENGER FREIGHT ELEVATORS

a. New elevator traction – each	\$1,236.49
b. New elevator hydraulic – each	\$927.38
c. Freight elevator – each	\$1,236.49
d. Residential elevator – each	\$742.00
e. Escalator	\$494.60
f. Dumbwaiters, each	\$309.13
g. Wheelchair lift, each	\$370.96
h. Man lift, each	\$618.25
i. Conveyors and all other lifting and transporting apparatus (except as otherwise provided)	\$206.08
j. Monitoring alterations and remodeling for an elevator	
First two landings	\$206.08
Each additional landing thereafter, per floor	\$20.61
k. Refinish cab interior (no electrical work)	\$309.13
l. Vertical conveyor	\$370.96
m. Elevator for construction use only 30 day limit	\$309.13
n. Key box, each	\$103.05

15. FEES FOR PERIODIC RE-INSPECTION

- | | |
|---|-----------------|
| a. Passenger elevator (annual inspection per code) | \$309.13 |
| b. Freight elevators (annual inspection per code) | \$309.13 |
| c. Escalators | \$154.57 |
| d. Dumbwaiters, wheelchair lifts and all other lifting and transporting apparatus vertical conveyors (annual inspection per code) | \$154.57 |

16. AMUSEMENT RIDES AND DEVICES

- | | |
|---|-----------------|
| a. Per ride | \$195.79 |
| b. For each permanent installed or altered | \$154.57 |
| c. Annual inspection of each ride or device at any one location (permanent installation only) | \$154.57 |

17. MECHANICAL POSTCARD PERMIT

Each permit, includes air conditioning condenser unit or fan/coil replacement, room air conditioning installation, heating equipment, repairs or replacement **\$30.83**

18. MECHANICAL NEW CONSTRUCTION

F. COPIES OF DEPARTMENTAL RECORDS

- | | |
|--|---------------|
| a. Plan reproductions from microfilm – per sheet | \$9.00 |
| b. Reproduced records – per page | \$.27 |
| c. Double sided copies – per page | \$.36 |
| d. Certified copies – per page | \$1.80 |
| e. Notary public service – per document | \$1.80 |
| f. Research and ordering plans | \$9.00 |

G. FORTY-YEAR RE-CERTIFICATION PROGRAM FEES

1. There shall be a fee of **\$515.21** per building, for every Forty Year Building re-certification program application and each preceding Ten Year re-certification application as required under the Miami-Dade County Code Chapter 8.
2. There shall be a fee of **\$515.21** extension fee for every application for subsequent Ten Year re-certification program applications.

H. STRUCTURAL GLAZING SYSTEM RE-CERTIFICATION FEES

There shall be a fee of **\$515.21** fee for the initial application for structural glazing Re-certification and each subsequent application under the Miami-Dade County Code Chapter 8.

I. ANNUAL FACILITY PERMITS FEES

In accordance with provisions of the Florida Building Code and the Miami-Dade County

Code Chapter 10, each firm or organization in the City of Opa-locka which performs its own maintenance work with certified maintenance personnel in Factory-Industrial (Group F) Facilities, as well as helpers there under, may pay to City of Opa-locka an annual Master and Subsidiary Facility Permit (Premise Permit) - fee in lieu of other fees for maintenance work. Such fee shall be paid to the Building Department and such permit shall be renewed annually at a fee which is calculated in accordance with the provisions of this sub-section.

Each firm or organization which obtains an annual master premise permit shall include in their application for such permit the total number of maintenance personnel, including helpers and trainees thereby assigned to building, electrical, plumbing or mechanical work. The master Premise Permit fee shall be computed by multiplying the total number of such employees times **\$57.25**. The minimum Master premise Permit fee shall be **\$1,947.49**.

Each firm or organization which utilized decentralized locations in addition to the main location described under the Master premise Permit, may additionally apply for a Subsidiary Premise Permit and shall include the same information required above. The Subsidiary Premise Permit fee shall be computed by multiplying the total number of such employees times **\$103.05**. The minimum Subsidiary Premise Permit fee shall be **\$546.12**.

Prior to each Facility Permit's expiration, the holder will be sent a renewal notice to continue the Premise Permit for the next renewal period. The fee will be the same as the original Facility Permit Fee. No allowance shall be made for late renewal fees or part year renewal fees.

J. SOIL IMPROVEMENT/LAND CLEARING PERMIT FEES

Soil improvement permits are used to clear, de-muck and fill undeveloped land.

- | | | |
|----|-----------------------|------------------|
| a. | Residential - per lot | \$ 141.00 |
| b. | Commercial - per acre | \$ 937.00 |

SECTION II – BUSINESS TAX RECEIPTS

Sec. 13-19. - Schedule of fees.

License tax fees for the following businesses, occupations, or professions are hereby levied and imposed as follows:

Classifications Fee

- (1) Abstract title companies\$175.00
- (2) Accountants (See Professional Class. 173)
- (3) Accounts and claims—Collecting (See Credit Associations Class. 68)
- (4) Advertising
 - (a) Agents or agencies writing advertising for profit100.00
 - (b) Outdoor advertising, painted walls, bulletins, bill posting, electric display, etc.100.00
 - (c) Advertising on streets with banners, floats, cartoons, or exhibitions, but not using sound effects or music and when operated so as not to constitute a nuisance or breach of the peace, for each unit or vehicle50.00
- (5) Advertising promotion schemes, etc.
 - Coupon or stamp redemption or display places, each plan or location175.00
- (6) Advertising—Public carriers, trucks, vehicles
 - (a) Contracting for advertising in or on buses, taxicabs, or other public carriers only50.00
 - (b) Persons allowing painted or printed advertisements of others to be displayed upon their trucks or vehicles for profit when such advertisements are not related to the business or privilege for which the trucks or vehicles are operated50.00
 - (c) Advertising, public relations, each50.00
- (7) Advertising schemes, coupon sales, membership sales, others
 - Advertising schemes and devices; coupon sales and membership sales for discounted merchandise and services not otherwise provided for150.00
- (8) Agencies or agents and salesmen
 - (a) Distributor—Meaning any salesman or agent who sells or takes orders for any product within the city limits, each person or vehicle100.00
 - (b) Collection agencies (See Collection Agency Class. 63)

Ordinance No. _____

- (c) Order houses representing mail order companies100.00
- (d) Automobile agencies (See Automobile or Motor Vehicle Class. 23)
- (e) Insurance agencies (See Insurance Companies Class. 124)
- (f) Real estate agents (See Professional Class. 173)
- (9) Aircraft—Fixed or rotary wing
 - (a) Operated for hire, up to 3 planes (charter)100.00
 - (b) Each additional plane, per passenger capacity6.25
 - (c) Sales, new and used150.00
 - (d) Repair, service, etc. (See Repair and Service Class. 178)
 - (e) Parking, storage, etc. (See Auto Parking Class. 23)
 - (f) Gasoline, oil, accessories, etc.100.00
 - (g) Flight school or charter service (separate license)150.00
- (10) Aircraft—Transportation (intrastate)
 - (a) Air freight or express operations200.00
 - (b) Air passenger lines200.00
- (11) Alarm systems—Fire and Burglary100.00
- (12) Alcoholic beverages

The only license required for manufacturing, distribution, wholesale or retail sales of alcoholic beverages is the license issued by the State of Florida (See Florida Statutes, Chapter 561). However, other sales made or businesses operated in conjunction with the sale of such beverages are required to be licensed as outlined in this chapter.
- (13) Amusements
 - (a) Amusement arcade (video game room) having games and other amusement devices70.00

(Each game or device, see Vending/Amusement Machines)

(b)

Bathing or swimming pool where a charge is made—no proration50.00

(c)

Bowling alleys, each lane25.00

Ordinance No. _____

(d)

Carnivals: Riding devices for amusement at carnivals shall be subject to the following requirements prior to issuance of an occupational license for a carnival:

(1) File with the city a certificate of insurance, as evidence of an insurance policy in the minimum amount of one hundred thousand dollars (\$100,000.00) personal injury insurance for one person and three hundred thousand dollars (\$300,000.00) personal injury insurance for two or more persons for liability as the result of one accident or occurrence and property damage limit of ten thousand dollars (\$10,000.00). Such certificate shall name the city as coinsured, holding the city harmless in the event of an accident or occurrence and shall be approved by the city manager.

(2) File with the city satisfactory evidence of a surety bond, to be approved by the city manager, in the amount of five thousand dollars (\$5,000.00) indemnifying the city for any damage to city property.

(3) Inspection and approval by the Dade County Fire Inspector, city electrical inspector and city mechanical inspector.

All establishments or booths at carnivals preparing food to be served at the carnival shall be inspected and approved by the Dade County Health Department prior to the issuance of an occupational license for a carnival.

A permit from the city commission is required prior to the issuance of an occupational license for a carnival. No occupational license shall be issued for a period of more than seven (7) days in one location.

License fee per day375.00

License fee per week1,500.00

(e) Circuses—Requires city commission approval, insurance, and inspection requirements same as carnival.

License fee per day375.00

License fee per week1,500.00

(f) Coin-operated radios or television sets (rental agencies) as placed in hotels, motels, and other public buildings. Per year, each location, each machine6.25

(g) Golf—Miniature each course100.00

Regulation, 9 or 18 holes225.00

Driving range100.00

(h) Kiddie rides used exclusively for the entertainment of children and not as a part of a carnival or circus—each machine25.00

(i) Rinks—Skating, bicycle, motorbike, midget cars and such200.00

Ordinance No. _____

- (j) Rodeo, per day—Requires city commission approval (Insurance requirements same as carnivals)300.00
- (k) Scales—Persons operating in the city any scale or other device for the purpose of ascertaining the weights of people charging therefore (not meaning automatic machines), also age estimators, each50.00
- (l) Shooting galleries, each place of business or location150.00
- (m) Shows of all kinds (except previously mentioned) or any other exhibitions giving performances under tent or temporary structures of any kind, whether such tents or temporary structures are covered or not. (Must be approved by city commission)
 - (1) Admission charge of one dollar (\$1.00) or less, license tax per day100.00
 - (2) Admission charge of more than one dollar (\$1.00) but less than two dollars (\$2.00), license tax per day200.00
 - (3) Admission charge exceeding two dollars (\$2.00), license tax per day225.00
 - (4) Annual fee (no proration)925.00
- (14) Apartments (See Hotels and Motels Class. 115)
- (15) Appraisers other than real estate50.00
- (16) Armored car service—Individuals or firms operating armored car or truck service for banks, stores, insurance companies, or other customers, each vehicle31.25
- (17) Arms
 - (a) Dealer in arms and weapons along with other goods such as department stores, etc. (See Basic Schedule Class. 29)
 - (b) Arms and weapons only—Gun shop sales and repair and service200.00
 - (c) Arms and weapons repair only (See Repair and Service Class. 178)
- (18) Artist, commercial, painting or other art for profit, small sizes, no building plans50.00
- (19) Associations—Associations representing businesses or professional groups not otherwise classified (See Business Office Class. 46)
- (20) Astrologers (See Spiritualist Mediums Class. 193)
- (21) Auctioneers
 - (a) Auctioneer, per day100.00
 - (b) Auctioneer, per year281.25
 - (c) Auction house, auctioning from an established place of business, per year (See Basic Schedule Class. 29)

Ordinance No. _____

(Note: Auction at auction house must be conducted by licensed auctioneer.)

(22) Authors50.00

(23) Automobiles or motor vehicles, auto brokers, trucks, farm tractors and farm implements, motor scooters, motorcycles, etc.

(a) Dealers in new or used cars, motor vehicles, ~~boats, trucks,~~ motorcycles, ~~farm tractors,~~ and implements, etc. (2,000 SF or less).....250.00 (i) Each

additional 1,000 SF.....50.00 (not to exceed a maximum of 2,500.00)

(ii) Each additional adjacent display lot or location.....150.00 per 1,000 SF (not to exceed a maximum of two (2) adjacent lots)

(a -1) Auto brokers in new or use cars, motor vehicles, motorcycles, and implements, etc.

(i) When located within warehouse/bays (first bay).....300.00

each additional bay..... 250.00 per bay

(ii) When located within stand alone bldg. /structure other than warehouse/bay (2,000 SF or less).....300.00 2,001

SF or more.....300.00 per each additional 1,200 SF (not to exceed a maximum of 2,500.00)

~~(b) Each additional display lot or location.....150.00~~ Dealers in new or used trucks, boats, etc. (4,000 SF or less).....500.00 (i) each

additional 2,000 SF.....100.00 (not to exceed a maximum of 2,500.00) (ii)

Each additional adjacent display lot or location.... 300.00 per 1,000 SF (not to exceed a maximum of one (1) adjacent lot)

(c) Parking/auto/truck/trailers/boats/ and aircraft storage garages or parking lots (See storage classification)

~~(d) Car wash (See Repair and Service Class. 178)~~ sale of gasoline (See Service Stations Class. 186)

(e) Repair shop in connection with business other than automobile (Same as Repair Shop), (See Repair and Service Class. 178) (i)

Automobile repair shop and services:

a. 1-5 employees.....350.00

b. 6 and more employees.....10.00 per employee

(ii) Body shop/Paint shop and services:

a. 1-5 employees.....450.00

b. 6 and more employees.....10.00 per employee

(iii) Stationary vehicle car/truck wash.....150.00 per operation minimum 12 feet x 18 feet impervious berm/curb area (not to exceed a maximum of two (2) operation stationary area).

(iv) Mobile vehicle car/truck wash.....250.00

(f) User car parts, dealers in, used for purposes other than junk. (No license certificate shall be issued unless the stock-in-trade is kept within an enclosed building or is satisfactorily screened from public view and the license certificate shall be revoked unless such condition is maintained)225.00

Ordinance No. _____

(g) Sale of accessories (See Basic Schedule Class. 29)

(h) Vehicle rental operations, which shall include the furnishing, hiring or providing of automobiles, trucks, jeeps, motorcycles, motor scooters, trailers, "haul away" boat services, "haul away" trailer (house) services, and all types of drive or use yourself "U drive it" motor vehicles (but not including taxi or airport shuttles) at fixed rental or service charges either for short or long term use or service.

"U drive it" vehicles must meet the following requirements prior to the issuance of an occupational license:

(1) File with the city a certificate of insurance, as evidence of an insurance policy in the minimum amount of one hundred thousand dollars (\$100,000.00) for any one person injured by reason of the negligent operation of such "U drive it" vehicle and three hundred thousand dollars (\$300,000.00) for more than one person so injured in any one accident, and twenty-five thousand dollars (\$25,000.00) for all property damage in any one accident.

1 to 5 units62.50

Plus each unit over 5 up to 1,2006.25

Plus each unit over 1,200 up to 2,0005.90

Plus each unit over 2,000 up to 2,8005.60

Plus each unit over 2,8005.00

(24) Awning agency, dealer (See Basic Schedule Class. 29)

Installation requires contractor's license.

(25) Bail bondsman—Each agency engaged in the business of providing bail bonds must be registered with the Police Department and have a background check250.00

(26) Bakery products

(a) Retail from established place of business (See Basic Schedule Class. 29)

(b) Manufacturer of bakery products (See Manufacturer Class. 149)

(27) Bankrupt sales and other distress sales100.00

(28) Barber or beauty schools (See Schools Class. 183)

(29) Basic schedule for retail and wholesale merchants. Every person whose primary business is retail or wholesale and who is not otherwise classified in the license code.

Number of employees:

1 to 4~~100.00~~ 125.00

5 to 9~~240.00~~ 265.00

Ordinance No. _____

10 to 19~~380.00~~ 405.00

20 or more~~525.00~~ 545.00

(30) Baths (See Health Spa and/or Swimming Pool Class. 110)

(31) Beauty parlors and barbershops

First chair25.00

Each additional chair20.00

(32) Bicycles

(a) Bicycle dealers—Sale and rental (See Basic Schedule Class. 29)

(b) Bicycle repairs (See Repair and Service Class. 178)

(33) Blacksmith or horseshoer (See Repair Shops Class. 178)

(34) Blueprinting or similar reproduction service (See Repair and Service Class. 178)

(35) Boats (See Repair and Service Class. 178 or Automobile Sales Class. 23)

(36) Booking agent or agency150.00

(37) Bootblack (shoeshine)

First chair12.50

Each additional chair2.50

Applicants under eighteen (18) years of age operating without a place of business must obtain city commission approval of location.

(38) Bottled water (See Basic Schedule Class. 29)

(39) Bottling works or plant—Same as manufacturers (See Manufacturers Class. 149)

(40) Boxing and wrestling

Promoter of225.00

(41) Brick, concrete or asphalt block manufacturers (See Manufacturers Class. 149)

(42) Brokers (See Professional Class. 173)

(43) Building and loan associations (See Finance Class. 91)

(44) Building material supply dealers (See Basic Schedule Class. 29)

(45) Bureau of registry, nurses, teachers, etc. (See Employment Agency Class. 84)

(46) Business office

Ordinance No. _____

Persons utilizing or renting office or desk space for a business not otherwise licensed.

- (a) When operated solely by owner50.00
- (b) Not more than 3 employees75.00
- (c) 4 and not more than 5 employees120.00
- (d) 6 and not more than 15 employees150.00
- (e) 16 and not more than 25 employees187.50
- (f) 26 and not more than 50 employees225.00
- (g) For each additional 50 or part thereof 5062.50

(47) Bus lines, office and station

(Additional license required for restaurants, concessions, etc.) Each225.00

(48) Cabinet maker or carpenter shop (See Manufacturer Class. 149)

(49) Candy or confectionery shop

(a) Fixed location (See Basic Schedule Class. 29)

(b) Portable (See Peddlers Class. 167)

(50) Canvasser100.00

(51) Carnival (See Amusement Class. 13)

(52) Carpet and rug cleaning (See Repair and Service Class. 178)

(53) Caterer or catering service

(a) Each company187.50

Restaurants require separate license.

(b)

Mobile vendors, lunch stand, portable or movable, each vehicle or stand (See Peddlers Class. 167)

(54) Cattle—Dealer in livestock

Per year or any fraction thereof100.00

Itinerant200.00

(55) Cemetery salesman

Each30.00

(56) Clairvoyant (See Spiritualist Mediums Class. 193)

Ordinance No. _____

(57) Cleaners and drying agencies (See Laundries Class. 136)

(58) Clipping bureau (See Business Office Class. 46)

(59) Clubs250.00

(a) Social

Licensee and principals shall be subject to a satisfactory police investigation to include fingerprints, photograph and FBI check. Prior conviction of a crime involving moral turpitude shall be grounds for the refusal of a license. Subsequent conviction of licensee or principal shall be grounds for revocation of the license. Separate license required for dancing where an admission charge is required and for dancing lessons for which a fee is charged and other categories listed in this chapter in which the club may engage. State chartered nonprofit organizations are exempt from this paragraph.

(b) Other

A license is required for each category in which the club engages, i.e. restaurant, dancing, golf course, etc. There shall be no license fee in those instances wherein the club does not engage in any commercial endeavor or where the membership dues/fees are not used for profit or gain.

(60) Coffee roaster, processor, or spice mills (See Manufacturer Class. 149)

(61) Coffee wagons (See Peddlers Class. 167)

(62) Cold storage warehouse (See Storage and Warehouse Class. 194)

(63) Collection agency125.00

(64) Collection service

Industrial waste, refuse, rubbish (All applicants must be approved by the Director of Public Works)

(a) Industrial waste collectors100.00

A five thousand dollar (\$5,000.00) surety bond is required

(b) Refuse and rubbish gatherer, each vehicle50.00

(65) Computer service (See Electronic Data Processing Class. 82)

(66) Contractors — A municipal contractor's license is required as well as all Dade County license requirements.

(67) Convenience stores (See Basic Schedule Class. 29)

Where petroleum products are dispensed from pumps, a separate license is required.

(68) Credit associations—Firms or corporations, or agents thereof, operating within the city supplying information for members and others225.00

(Separate license for collection agency)

Ordinance No. _____

(69) Credit union

(No occupational license is required when issued a state or federal charter)

(70) Dairy, milk distributor, or producer

Headquartered in city, distributor100.00

First delivery vehicle31.25

Each additional vehicle18.75

(71) Dance hall or ballroom

(a) For profit (no food—dancing only)100.00

(b) In connection with the sale of food or beverages (in addition to licenses for sale of food and beverages):

Seating capacity of 30 or less100.00

Seating capacity of 31—60120.00

Seating capacity of 61—100170.00

Seating capacity of over 100220.00

(Note: Must have a Health Certificate) Same as club requirements for approval of occupational license.

(72) Day nursery, day care center for children (Kindergarten) (As defined in city ordinance 13-17550.00

(73) Decorators

(a) Interior100.00

(b) Itinerant200.00

(74) Demonstrating, selling, or taking orders for any goods, wares, or merchandise from booths, exhibits or other similar devices

(a) Exhibition facility. The operation of a facility such as, but not limited to, convention centers, hotels, or shopping malls1,250.00

(b) Open air markets, or flea markets in which exhibitions/trade shows are regularly held (See 13-213 of code of ordinances)

(75) Department stores (See Basic Schedule Class. 29)

Separate license required for sale of petroleum products by pump; vehicle repair shops; restaurants and leased or concession departments.

(76) Detectives, investigators, patrol and guard services and polygraph operators (under contract or other)

Ordinance No. _____

- (a) Detectives and investigators, when not connected with an agency (except that a detective or investigator holding a Class C license issued under Chapter 493, Florida Statutes, shall pay no fee), each100.00
- (b) Detectives and investigators, agency150.00
- (c) Patrol and guard services

First five (5) patrolmen62.50

Each additional patrolman6.25

- (d) Polygraph operator (deception examiner), each100.00

(77) Distributor, not otherwise specified100.00

Does not stock merchandise but orders for customers only. (Otherwise, classified Retail or Wholesale Merchant 152)

(78) Divine healers (See Spiritualists Class. 193)

(79) Dressmakers—Seamstresses

- (a) Shop40.00

- (b) Each additional employee over one10.00

(80) Drive-in theaters200.00

(81) Dry cleaners (See Laundries Class. 136)

(82) Electronic data processing and service company (Computer Programming, Software—See Repair and Service Class. 178) Including all types of accounting, printing, computing and other services done by electronic equipment. Each location175.00

(83) Embalmer (See Funeral Home Class. 99)

(84) Employment agency

- (a) General employment agency, model agency, nurses registry, convalescent sitters agency, domestic help agency, theatrical employment agency, baby-sitter agency, etc.150.00

(85) Engraver (See Manufacturer Class. 149)

(86) Equipment, machinery, etc.

Leasing or rental other than licensed vehicles and including TV, radios, other than coin-operated, other than earth machine equipment. Including data processing computers, stamping, fabricating, office equipment, tools, machinery, furniture, etc. (See Basic Schedule Class. 29)

- (a) Earth machine equipment parking/storage sales, lease or rental

- (i) 1-20 unit/machine/equipment.....475.00

- (ii) 21 or more unit/machine/equipment.....635.00

(87) Express companies

Ordinance No. _____

Railway, freight, or air express companies250.00

(88) Exterminator (See Pest Exterminator Class. 88)

(89) Feed dealers (See Basic Schedule Class. 29)

(90) Fertilizer, agency (plant or dealership) (See Basic Schedule Class. 29)

(91) Finance, small loan companies, money lenders, salary purchasers, etc.

1 to 4 employees20.00

5 to 9 employees40.00

10 to 19 employees60.00

20 or more employees80.00

(92) Fire protection service companies (See Basic Schedule Class. 29)

(93) Fish, oysters, or other sea foods or poultry

(a) Retail (See Basic Schedule Class. 29)

(b) Wholesale (See Basic Schedule Class. 29)

(94) Florists (See Basic Schedule Class. 29)

(95) Foundry machine shop, boiler works, metal or iron works, armature winding and motor repairing and other like business (See Repair and Service Class. 178)

(96) Franchise dealers200.00

(97) Fruit and vegetable stands (including truck sales when permitted (See Peddlers Class. 167)

(98) Fund raising events—No license required. (Includes nonprofit organizations and/or persons sponsoring fund raising activities, or events, i.e., policemen and firemen's ball, carnivals, auctions, sale of Christmas trees or other tangibles, talent or other shows, etc. as approved by the city commission. In those instances wherein a professional group is engaged to assist in the fund raising and the professional group is paid more than 10% of the amount raised or to be raised; the professional group shall be required to obtain a license in the amount of 50% of the appropriate classification listed in this chapter. No amount of the license fee shall be deducted from the share of monies due the nonprofit organization or person.)

(99) Funeral homes100.00

(100) Furniture, packer or shipper100.00

(Not manufacturing)

(101) Garment industry (Manufacturing/selling/cutting/etc.)

Number of employees:

Ordinance No. _____

1 to 4100.00

5 to 9150.00

10 to 19200.00

20 or more250.00

(102) Gas distributor, manufactured or natural

(a) Natural, pipeline, manufactured625.00

(b) Bottled—L.P.G.275.00

(c) L.P.G. peddler (See Peddler Class. 167)

(103) Gasoline and oil dealers—Insurance required

(a) Gas and oil wholesale bulk dealers300.00

(b) Gasoline only, bulk275.00

(c) Gasoline, oil and fuel oil, bulk450.00

(d) Fuel oil only, bulk275.00

(e) Gasoline or fuel oil, peddlers (See Peddlers Class. 167)

(104) Gasoline service stations (See Service Station Class. 187)

(105) Glass sales and service, to include mirror reworking and repairing (See Basic Schedule Class. 29)

(106) Groceries (See Basic Schedule Class. 29)

(107) Guns, dealers in arms, firearms (See Arms Class. 17)

(108) Halls for hire, each, per year100.00

(109) Health lectures (No proration)100.00

(110) Health spas—Includes gymnasiums, physical culture and slenderizing salons
225.00

(Masseur/masseuse requires separate license unless salaried—See Masseur Class. 151)

(111) Hearing aids (Not otherwise licensed) (See Basic Schedule Class. 29)

(112) Holding company225.00

(113) Hospitals, animal (See Kennels Class. 132)

(114) Hospitals, sanitariums, nursing homes, convalescent homes operated for profit

Ordinance No. _____

10 rooms or less62.50

Each additional room6.25

(115)Hotels, motels, motor courts, apartments, rooming houses, or similar establishments held out for rent—Annual license tax for apartments, hotels and motels and rooming houses shall be ten dollars (\$10.00) for each living unit containing one (1) bedroom and five dollars (\$5.00) for each additional bedroom.

(a) Exemptions:

(1) One-, two- or three-family dwelling houses, or dwelling units and places renting three (3) bedrooms or less unless regularly rented or held out to persons not legal residents of the City of Opa-Locka, and who rent for less than six (6) months.

(2) Hotels or motels having convention rooms, halls, or facilities for hire not otherwise licensed shall be licensed as halls for hire. No additional license shall be required for booked entertainment, trade shows, etc., with the exception of those instances wherein a lessee engages in sales/service and money or goods/services are exchanged on premises.

(116)House cleaning, washing (See Janitorial Services Class. 129)

(117)House moving200.00

(\$7,500.00 surety bond and certificate of competency required)

(118)Hypnotists50.00

(119)Ice cream manufacturing (See Manufacturing Class. 149)

(120)Ice cream vendors (See Peddlers Class. 167)

(121)Ice manufacturing or producing (See Manufacturing Class. 149)

(a) Icing of refrigerated trucks, rail cars (See Repair and Service Class. 178)

(122)Industrial waste collectors (See Collection Service Class. 64)

(123)Instructors, tutors, teachers of music, piano, dancing, tutoring, etc. (Other than schools) each40.00

(124)Insurance companies

(a) Each office of an agent, a general agent, or an independent agency which represents a life, disability, property, casualty, surety, marine or title insurance company, the agent or agency shall pay the license fee indicated for each company represented50.00

(b) Each insurance vending machine—Each location50.00

(c) Insurance agents, solicitors, adjusters—Each person30.00

(Includes general lines agents, life agents, disability agents, solicitors, adjusters, service representatives, or managing general agents as defined in Florida Statutes, Chapter 626. Each must hold a valid license or

Ordinance No. _____

permit issued by the State of Florida.)

(d) Insurance agents—Limited (each person)30.00

(Includes those persons authorized to execute bail bonds as limited surety agents or professional bondsmen and includes those persons authorized to transact a limited class of business in motor vehicle physical damage insurance; personal accident insurance; baggage insurance; credit life or disability insurance; and credit insurance as defined in Florida Statutes, Chapter 626. Each must hold a valid license issued by the State of Florida.)

Note: Each person as defined in (c) and (d) above will need only one (1) license regardless of number of lines represented.

(e) Any insurance company, district or sales office or any insurance company engaging in, transacting or doing business within the city without maintaining a local office, or otherwise not provided for herein200.00

(f) Insurance premium finance company excluding credit unions, banks and other lending institutions100.00

(g) Fire and casualty, home or regional office headquartered in city—Each300.00

(h) Life, accident and health, hospitalization, home, or regional office headquartered in city—Each300.00

(i) Surety, guarantee, etc., home or regional office headquartered in city—Each300.00

(j) Title insurance companies, when not licensed as abstractors225.00

(125) Interior decorators (See Decorators, Interior Class. 73)

(126) Introductory service—Unmarried opposite sex only, not to include escort service, lonely hearts club or marriage bureau or other business of a like nature. For six-month periods, renewal contingent upon the lack of substantial complaints. License and all personnel shall be subject to a satisfactory police investigation to include fingerprints, photograph, and FBI check. Prior conviction of a crime involving moral turpitude shall be grounds for the refusal of a license. Conviction of a licensee or any personnel of a crime involving moral turpitude shall be grounds for revocation of a license. Applicants of licenses shall have the right of appeal to the city commission in the event of a refusal to issue or in the event of revocation of a license.

For the initial six-month period or fraction thereof325.00

For each additional six-month period or fraction thereof125.00

(127) Investment counselor or advisor (See Finance Class. 91)

(128) Itinerants

(a) Merchant or vendor, any person either principal or agent, temporarily engaged in the sale of goods, wares, or merchandise, occupying any building or structure for the sale thereof390.00

(b) Sign painters (Bond and certificate of competency required)150.00

Ordinance No. _____

(129) Janitorial services, including contract, individual, window cleaning, house and office cleaning, commercial, industrial, etc.

- (a) Firm or individual50.00
- (b) Plus each employee over one6.25
(\$1,000.00 surety bond required)

(130) Jewelry

- (a) Merchants (See Basic Schedule Class. 29)
- (b) From stand or concession to include gold wire workers, no license certificate issued for less than a year100.00
- (c) Repair shop (See Repair Shop Class. 178)
- (d) Auctioneer (See Auctioneer Class. 21)
- (e) Junk (See Junk Dealers Class. 131)

(131) Junk dealers, gatherer (See Salvage/Junk Dealers 182)

(132) Kennels, animal100.00

(Keeping and caring for five (5) or more animals on premises for profit shall constitute a kennel.)
Professional license required for each veterinarian.

- (a) Pets and related supplies—Sales (See Basic Schedule Class. 29)
- (b) Pet care, washing and grooming (See Repair & Service Class. 178)

(133) Laboratories—(Blood and plasma laboratories must comply with regulation issued by the Federal Food and Drug Administration)

- (a) Chemical or other testing laboratories150.00
- (b) Those laboratories not otherwise classified where work is done, parts made or assembled, or analyses made for the medical, dental, or optical professions150.00

(134) Land and development companies, housing agency in city—Each location ...
..150.00

(135) Landscaping, except contractors, architects, engineers

- (a) 1 to 4 employees50.00
- (b) 5 to 9 employees100.00
- (c) 10 and over150.00

(136) Laundries and dry cleaners

Ordinance No. _____

- (a) Laundries and dry cleaners operated within city—To include linen, uniform and towel supply and service (See Repair and Service Class. 178)
- (b) Laundry agency or branch office where laundry or dry cleaning is left or work solicited—Each location or pick up station100.00
- (c) Laundry—Self or coin-operated100.00

Plus each machine (all types)3.75

- (137) Leasing (See Automobile Class. 23 or Equipment Class. 86)
- (138) Lecturers (No proration)100.00
- (139) Lettershop (See Repair and Service Class. 178)
- (140) Linen, towel supply and uniform service (See Repair and Service Class. 178)
- (141) Liquefied petroleum gas (See Gas Class. 102)
- (142) Liquor (See Alcoholic Beverages Class. 12)
- (143) Loan companies (See Finance Class. 91)
- (144) Locksmith, keysmith (See Basic Schedule Class. 29)
- (145) Lumber and building materials, dealer (See Basic Schedule Class. 29)

Note: Manufacturers license also required when concrete, concrete blocks, etc. are manufactured.

- (146) Lunchstands, movable or portable100.00
- (No proration) (See also, Peddlers Class. 167)
- (147) Machine and repair shops (See Repair Shops Class. 178)
- (148) Manicurist, each20.00
- (149) Manufacturer, fabricator, processing, assembling, shipping

When operated solely by owner50.00

1 to 4 employees75.00

5 to 9 employees125.00

10 to 19 employees175.00

20 or more employees225.00

Manufacturer may wholesale the products that he manufactures from his place of business without purchasing a wholesale license.

- (150) Manufacturer's agent (See Agencies Class. 8)

Ordinance No. _____

(151) Masseur or masseuse, each50.00

(Certificate from State of Florida required before license certificate is issued.)

(152) Merchants, retail and wholesale (See Basic Schedule Class. 29)

(a) Sale or delivery of merchandise by use of vehicle—Persons using a vehicle for the sale or delivery of merchandise at wholesale and not having an established place of business licensed to do such wholesale business, shall for the purpose of this article be classified as wholesale merchants and each vehicle used shall be considered a separate place of business and required to be licensed as such (Also see Itinerant), each vehicle100.00

(b) Merchandise brokers—Every commission merchant, merchandise or manufacturer's broker or firm doing business on a commission basis or for other compensation as a broker, commission merchant or manufacturer's wholesaler's or broker's agent, who participates in the benefits ensuing from or accruing out of such sales and collects money therefore, in an amount in excess of one hundred dollars (\$100.00) gross commissions annually shall pay thereon a license fee of100.00

(153) Messenger service or package delivery service—Other than licensed telegraph companies and not to be confused with transfer or pick up and delivery service (10 pound maximum)

Each vehicle31.25

(154) Milk distributors (See Dairies Class. 70)

(155) Mobile homes (See Trailer Parks Class. 200)

(156) Mortgages

(a) Broker (See Professional Class. 173)

(b) Mortgage solicitor30.00

(Includes those persons not licensed as a mortgage broker and who are qualified under provisions of Florida Statutes, Ch. 494, and hold state certificate.)

(157) Motels (See Hotel, Motel Class. 115)

(158) Music instructor or teacher (See Instructors Class. 123)

(159) Newsstands, including magazines, books, tobacco, etc.—Each (See Basic Schedule Class. 29)

(160) Novelty works, wood, plastic, metal and synthetics (See Manufacturers Class. 149)

(161) Opticians (See Professional Class. 173)

(162) Packer and shipper (See Manufacturers Class. 149)

(163) Packing houses, canning plants and such (See Manufacturers Class. 149)

(164) Painters or paper hangers (See Contractors Class. 66)

Ordinance No. _____

(165) Parking (See Parking/Auto and Aircraft Class. 23)

(166) Pawnbroker (No proration)250.00

(Selling goods other than those pledged must pay additional license as other merchants.)

(167) Peddlers (No proration license available)

(a) Each vehicle100.00

(168) Pest exterminators and lawn sprayers100.00

Plus each vehicle30.00

(169) Photo finishing

(a) In connection with other licensed business (no additional license required)

(b) Pick-up station separate from other licensed business50.00

(170) Photography

(a) Photographer, free lance100.00

(b) Photographic studio50.00

(171) Plating, copper, nickel, silver, etc. (See Repair and Service Class. 178)

(172) Printing, engraving, lithography or silkscreening—Not connected with newspaper plant (See Manufacturer Class. 149)

(173) Professional—The following practitioners are classed as professional and each person engaged in the practice of any profession listed below shall pay according to the following schedule:

1 to 4 employees40.00

5 to 9 employees60.00

10 to 19 employees80.00

20 or more100.00

(a) Accountant, certified public

(b) Architect

(c) Attorney

(d) Broker, real estate and other

(e) Engineers,

(1) Architectural

Ordinance No. _____

- (2) Chemical
 - (3) Drainage
 - (4) Electrical or electronic
 - (5) Industrial
 - (6) Management
 - (7) Safety
 - (8) Civil
 - (9) Mechanical
 - (10) Consulting
 - (11) Designing
 - (12) Others
- (f) Medical,
- (1) Chiropractic physicians (D.C.)
 - (2) Chiropractors
 - (3) Dentists, including orthodontic surgeons, etc. (D.D.S.)
 - (4) Naturopathic surgeons (N.D.)
 - (5) Optometrists
 - (6) Opticians and oculists
 - (7) Physicians and surgeons (M.D.), (D.S.C.)
 - (8) Podiatrists
 - (9) Veterinarians
 - (10) Pathologists
 - (11) Others
- (g) Psychological services,
- (1) Clinical social worker
 - (2) Marriage and family therapist
 - (3) Mental health counselor
 - (4) Psychologist

Ordinance No. _____

(5) School psychologist

(174) Professional bondsman (See Bail Bondsman Class. 25)

(175) Public stenographer, typing: service including notary public40.00

(No license is required for a notary public when the notary is employed by an existing business or governmental agency)

(176) Real estate

(a) Broker (See Professional Class. 173)

(b) Salesman (See Professional Class. 173)

(c) Appraiser (See Professional Class. 173)

(177) Reducing machines or salons, including use of machines, electronics, etc. (See Health Spa Class. 110)

(178) Repair and service shops

1 to 4 employees75.00

5 to 9 employees125.00

10 to 19 employees175.00

20 or more225.00

(179) Restaurants, cafeterias, lunchrooms~~80.00~~ 1-10 seat..... 85.00
11 and more seats (each additional seat)..... 0.95

(a) Drive-in and take-out service—Additional~~50.00~~ 85.00

(b) Catering service (See Catering Class. 53)

(c) Bars, lounges, package stores, taverns, etc., where no food is prepared or served (See Basic Schedule Class. 29)

(180) Rug and carpet cleaners (See Repair and Service Class. 178)

(181) Sales, rummage—Permits for rummage sales shall be issued by the city manager, subject to the following requirements:

(a) A permit application needs to be filed with the city manager's office ten (10) working days prior to the date of the sale in order to obtain the required approval by necessary city departments.

(b) The sale shall be conducted in such a manner as to neither block nor impede the free flow of pedestrian traffic or vehicular traffic on public sidewalks, parkways, or streets.

(182) Salvage/junk dealers250.00 first 20,000 SF, and 20.00 per additional 2,000 SF

Ordinance No. _____

(183) Schools, private, operating for profit; dancing, business or commercial, beauty or barber, music, physical ed., etc.

1 to 25 students50.00

26 to 50 students100.00

51 to 75 students150.00

76 and over200.00

(Annual certificate of use required)

(184) Metals

a. Scrap metal processing / recycling.....300.00

b. Precious metal processing / recycling.....600.00

(185) Septic tanks

(a) Manufacture and installation, including connection to soil pipe, 3 feet from building (See Manufacturer Class. 149)

(b) Service and repair100.00

(\$1,000.00 surety bond required)

(186) Service stations

Gasoline sales125.00 base fee, and 5.00 per nozzle

Auto and truck towing (per unit)—Additional75.00

Minor repair—Additional75.00

Vehicles for hire—Additional50.00

(187) Sewing machine dealer (See Basic Schedule Class. 29)

(188) Sign shop (See Repair and Service Class. 178)

(189) Small loan companies (See Finance Class. 91)

(190) Social clubs (See Clubs Class. 59)

(191) Solicitors and canvassers100.00

(192) Spiritualist mediums (Must comply with Sections 13-113 thru 13-1251,500.00

(193) Stenographer, public (See Public Stenographer Class. 175)

(194) Storage and warehouse or public storage

Ordinance No. _____

(a) 5,000 square feet or less50.00

Each additional 1,000 square feet3.75

(b) Boats, auto, truck, trailer, etc. parking, lot/garage
(private/commercial/industrial) 5,000 SF or less200.00 and 4.00 per each additional 1,000 SF

Note: Separate storage warehouses operated from one headquarters shall be required to obtain only one (1) certificate which shall be kept at the headquarters and which shall show all locations, but the aggregate number of square feet of floor space in all such separate warehouses shall be considered as one (1) total area of square feet of floor space for the purpose of determining the amount of the license tax imposed.

(195) Swimming pools

(a) Construction (See Contractors Class. 66)

(b) Maintenance and repair other than automobile (See Repair and Service Class. 178)

(196) Tailor, including rentals (See Basic Schedule Class. 29)

(197) Telephone answering service225.00

(198) Telephone solicitation

(a) Any person, firm or corporation soliciting business by telephone for others—Each625.00

(b) Solicitation by telephone for business or customers—Each375.00

(In addition to other licenses. Does not apply to telephone or telegraph companies, or to business establishments who, through their regular employees, supply business information to their regular customers or patrons.)

(199) Trailer parks, mobile homes

Prior express approval of City Commission required.

1 to 100 spaces—Each3.75

Each additional2.50

(a) Trailers—Rental—Each31.25

(200) Transfer company, trucks for hire, pick up and delivery service, movers (See Unclassified 203)

(201) Travel agency100.00

(202) Tree trimmers, tree surgeons and service100.00

(\$1,000.00 bond required)

(203) Unclassified, not otherwise set out herein

Ordinance No. _____

Number of employees:

1 to 4100.00

5 to 9150.00

10 to 19175.00

20 or more225.00

(204) Upholstering or furniture repair and refinishing (See Repair Shops Class. 178)

(205) Vending and amusement coin-operated machines

(a) Pinball and the like, each30.00

(b) Juke organs, or phonographs, each50.00

(c) Shuffleboard, pool tables, skill machines, etc.100.00

(d) Soft drinks, food products, and the like, journals and digests, merchandise-vending machines when vending at twenty-five cents (\$0.25) or less, each machine10.00

(e) Soft drinks, food products and the like, journals and digests, merchandise-vending machines when vending at over twenty-five cents (\$0.25), each machine20.00

(f) Weighing machine or device, each10.00

(Note: Proprietors of places of business and/or owners of record of the premises in or on which the above-listed machines are placed shall be jointly responsible for the vending machine license if not otherwise paid.)

(206) Wrecker service/towing

Each vehicle30.00

(Code 1955, § 14-47; Ord. No. 80-22, § 2, 10-8-80; Ord. No. 82-16, § 1, 10-13-82; Ord. No. 84-13, § 1, 6-10-84; Ord. No. 84-20, § 1, 9-12-84; Ord. No. 85-4, § 1, 2-13-85; Ord. No. 91-7, §§ 1, 2, 6-26-91; Ord. No. 91-13, § 1, 9-25-91; Ord. No. 01-9, § 2, 7-11-01)

SECTION III – COMMUNITY DEVELOPMENT FEES

1	ABANDONED BLDG/ VACANT PROPERTY LIST		\$5
2	ADMINISTRATIVE FEE	Letters, Copies, Mail Outs, etc	\$50
3	ADMINISTRATIVE VARIANCES		
	a. Initial request		\$212.50
	b. Additional requests (ea)		\$102.00
4	ADVERTISEMENT NEWSPAPER AND PREPARATION		\$700
5	ALCOHOL BEVERAGE APPLICATION		
	a. 1 or 2 Administrative Per Se (APS)		\$100
	b. 3APS		\$500
	c. 1 or 2 Consumption on Premises (COP)		\$250
6	ANNEXATION REQUEST – LESS THAN 10 ACRES		
	a. Less than 10 acres		\$500
	b. 10 acres or more		\$500
7	APPLICANT APPEAL		
	a. Appeal by applicant		\$102.00
	b. Appeal by aggrieved party		\$212.50
8	CERTIFICATE OF USE		
	a. Residential		\$100
9	COMPREHENSIVE PLAN AMENDMENT		

Ordinance No. _____

a.	FLUM - Future Land Use Map		\$2,805-\$6,000
b.	Text		\$2,805
	Advertising & notice, comprehensive plan		\$700
10	CONDITIONAL USE PERMIT		
a.	No Plans		\$100
b.	With Plans		\$150
11	COPIES OF DOCUMENTS		
a.	Copies of aerial maps	Black/ White	\$25
b.	Copies of aerial maps	Color	\$40
c.	Copy of City Code of Ordinance/ Zoning Book		\$40
d.	Copy of City Comprehensive Plan Book		\$75
e.	Copy of Plan – Full Size		Cost to City + \$25 Admin fee
f.	Large print report maps	36" x 48"	\$50
g.	Photo copies per page	Black & White - Specialties	\$1
h.	Photo copies per page	Color - Specialties	\$2
12	COPIES OF MEETING MINUTES		
a.	Summary Copies of Minutes	Fee per page	\$1
		Non-Certified Copy	\$25
13	DEVELOPER'S AGREEMENT		
a.	Initial submission		\$3,262 \$3,500
b.	Modification		\$500
c.	Restrictive Covenant \$1,500		
14	DRAINAGE PLAN REVIEW		
a.	Preliminary review		\$150
b.	Final review	\$75 Fee per Additional	\$75

Ordinance No. _____

15	EDUCATION COMPACT	% of Community Development revenue up to \$5,000 annually	5%
16	ENVIRONMENTAL REVIEW ANALYSIS		\$300
17	FILL PERMIT REQUEST APPLICATION		
	a. Initial application		\$100
	b. Supplemental review	\$75 Fee per Additional Half Hour	\$75
18	HOUSING AUTHORITY BOARD APPLICATION		\$250
19	LANDLORD TENANT PERMIT		
	a. Permit fee	Per dwelling unit	\$55
	b. Permit renewal	Annually	\$45
	c. Re-inspection fee	Per dwelling unit	\$25
20	MINUTES		
	a. Report of transcribed minutes	Certified Copy	\$50
	b. Summary Copies of Minutes	Fee per page	\$1
21	PLANNING COUNCIL		
	a. Application - Non-Profits/ Residential/Property Homeowner		\$400
	b. Application -- Business/ Commercial		\$500
22	PLAT		
	a. Subdivision of plat (recorded or unrecorded)		\$1,000
	b. Tentative plat		\$1,000
	c. Final Plat		\$1,050
	d. Waiver of Plat		\$2,285
23	PROPERTY LIST	City Owned	\$5
24	RECORDS SEARCH OF PROPERTY OWNER		
	a. Initial search	Record Search 1 Hour	\$150

Ordinance No. _____

	b. Supplemental Property Search	\$75.00 per Additional Half Hour	\$75
25	REPRODUCTION OF GRAPHIC ARTS RENDERING(S)		\$100
26	SIGN PLAN REVIEW		\$212.50
27	SITE PLAN REVIEW		
	a. Administrative Site Plan Review		\$250 \$500.00
	b. Administrative Site Plan Review-revisions		\$100
	c. Preliminary Site Plan review		\$150
	d. Final Site Plan Review - DRC		\$150
	1. Existing Structures (re-use/ new use)		\$400 + \$25/unit
	2. Mixed-use Development		\$400 + \$25/unit
	3. New Development		\$400 + \$25/unit
	4. Triplex or Multi-family Residential		\$400 + \$25/unit
28	SPECIAL EXCEPTION – NO PLANS		\$100
29	STAFF PLANS REVIEW		
	a. Preliminary Staff Plans Review	First Hour	\$150
	b. Supplemental Staff Plans Review	\$50 per Addl Half Hr	\$50
	c. Final Staff Review		\$100
30	STAFF TIME PER HOUR	Ancillary Users	\$25
31	TELECOMMUNICATIONS PERMIT	New towers, antennas, or upgrades	\$1,275
32	TREE REMOVAL PERMIT		\$75 + \$25 per tree
	First tree, each additional tree thereafter		
33	UNITY OF TITLE		\$200

Ordinance No. _____

34	VACATE STREET REQUEST		\$2,750
35	VARIANCES		\$1,360
36	ZONING BOARD OF APPEALS APPLICATION COMMERCIAL APARTMENT Application	Industrial/PUD's Residential Bldg	\$500
37	ZONING CERTIFICATION LETTER		
	a. Zoning Certification Letter		\$100
	b. Zoning Certification Letter with analysis and research		\$200 plus \$75/hr
38	ZONING MAPS		
	a. 22 x 17 Black/White		\$25
	b. 22 x 17 Color		\$30
	c. 11 x 17 Black/White		\$10
	d. 11 x 17 Color		\$15
	e. 8.5 x 11 Black/White		\$2
	f. 8.5 x 17 Color		\$5
39	ZONING ORDINANCE TEXT AMENDMENT		
	a. General Standards		\$1,700
	b. Permitted Uses		\$3,400
40	ZONING DESIGNATION CHANGE (REZONING)		\$7,000

SECTION IV – PUBLIC WORKS FEES

1	PLAN REVIEW	
	a. Paving & Drainage plan review	\$200 0-30 s
	b. Water & Sanitary Sewer plan review	\$40 ea addl 100 s
	c. Shop Drawing review	
	d. Expedited plan review	Residential - Commercial -
2	RE-INSPECTION BY CITY STAFF	
	a. During regular business hours	
	b. Outside of regular business hours	\$
3	DRIVEWAY CONSTRUCTION	
	a. Driveway widths <20 feet	
	b. Driveway widths 20 feet and over	\$
4	PARKING LOTS	
	a. Per lot or repaving	\$
	b. Re-striping existing lot	\$
5	PRIVATE SIDEWALK, CURB, GUTTER	
	Per 100' or fraction	
9	PRIVATE SANITARY SEWER LIFT STATION	\$100 annu:

SECTION V – PARKS & RECREATION FEES

1	SHERBONDY PARK – 4-hr minimum	Resident/ hourly	Non-Resident/ hourly	Non-Profit/ hourly	Deposit
	a. Pavilion/	\$25 \$30	\$30 \$35	\$22.50	\$50
	b. Sherbondy Village – Theater – 11am – 6pm Evenings Saturday	\$95 \$155 \$155	\$140 \$205 \$205	\$75 \$125 \$125	\$100
	c. Sherbondy Village – Multi-Purpose Room Multiple Days Kitchen Usage fee – per rental	\$35 \$40 \$30 \$35 \$15 \$25	\$48 \$50 \$42 \$45 \$20 \$25	n/a	\$100
	d. Sherbondy Village – Gymnasium	\$75	\$105	\$65	\$200
2	SEGAL PARK – 4 -hr minimum				
	a. Pavilion (each)	\$25	\$30	\$22.50	\$50
	b. Helen Miller Center (To Be Determined upon completion of construction.) Multi-purpose Room Usage fee – per rental	\$40 \$25	\$50 \$25	0	\$100
3	Ingram Park - 4-hr minimum				
	a. Outside	\$25	\$30	\$22.50	\$50
4	Historic City Hall Garden - 4- hr minimum	\$50	\$75	0	\$200
5	Deposit is refunded if the facility is returned cleaned if rental is cancelled no more than 2				

Ordinance No. _____

	days prior to rental. If cancelled less than 2 days prior to event, 50% of the deposit will be refunded.
6	Fifty percent (50%) of deposit will be refunded if the facility is returned clean.
7	Only credit cards accepted for rental payments.
8	Reservations are on a first come first served basis, must be completed and paid, and granted ten (10) days prior to the event. Any reservation requests submitted less than ten (10) days prior to the event will be subject to a \$50 expedited fee.
9	Proof of residency is required. All rentals, excluding residents, must show proof of certificate of liability insurance.
10	The following are prohibited on the park: water slides, trains, kiddy rides.
11	The City of Opa-locka reserves the right to call for additional police if needed and the renter will be charged a fee which will be paid before the event is completed.
12	All rentals must be taken between 11:00am to 5:00pm daily, Monday thru Sunday, unless otherwise written.
13	All rentals are four (4) hours plus one (1) hour for set up and (1) hour for clean up.

SECTION VI – MISCELLANEOUS FEES

1	POLICE DEPARTMENT																												
	a. One Sided Document	\$0.15 per page																											
	b. Two Sided Document	\$0.20 per page																											
	c. Police Report	\$0.15 per page																											
	d. Certified Copies	\$1.00 per page																											
	e. Fingerprinting (residents only)	\$5.00 per page																											
	f. Off Duty Fees (4 hour minimum) **	\$33 per hour																											
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Classification</th> <th style="text-align: left;">Regular Rates</th> <th style="text-align: left;">Holiday Rates</th> </tr> </thead> <tbody> <tr> <td>Officer</td> <td>\$45.00</td> <td>\$90.00</td> </tr> <tr> <td>Sergeant</td> <td>\$48.00</td> <td>\$96.00</td> </tr> <tr> <td>Lieutenant</td> <td>\$50.00</td> <td>\$100.00</td> </tr> <tr> <td>Captain</td> <td>\$53.00</td> <td>\$106.00</td> </tr> </tbody> </table> <p>Off-Duty employment performed on the following days will be charged at the holiday rate:</p> <table style="width: 100%;"> <tr> <td>New Year's Eve</td> <td>New Year's Day</td> </tr> <tr> <td>Martin Luther King's Birthday</td> <td>Christmas Day</td> </tr> <tr> <td>Labor Day</td> <td>Christmas Eve</td> </tr> <tr> <td>Thanksgiving Day</td> <td>President's Day</td> </tr> <tr> <td>Day after Thanksgiving</td> <td>Independence Day</td> </tr> <tr> <td>Memorial Day</td> <td>Veteran's Day</td> </tr> </table> <p>** Off Duty rate includes officer's vehicle.</p>		Classification	Regular Rates	Holiday Rates	Officer	\$45.00	\$90.00	Sergeant	\$48.00	\$96.00	Lieutenant	\$50.00	\$100.00	Captain	\$53.00	\$106.00	New Year's Eve	New Year's Day	Martin Luther King's Birthday	Christmas Day	Labor Day	Christmas Eve	Thanksgiving Day	President's Day	Day after Thanksgiving	Independence Day	Memorial Day	Veteran's Day
Classification	Regular Rates	Holiday Rates																											
Officer	\$45.00	\$90.00																											
Sergeant	\$48.00	\$96.00																											
Lieutenant	\$50.00	\$100.00																											
Captain	\$53.00	\$106.00																											
New Year's Eve	New Year's Day																												
Martin Luther King's Birthday	Christmas Day																												
Labor Day	Christmas Eve																												
Thanksgiving Day	President's Day																												
Day after Thanksgiving	Independence Day																												
Memorial Day	Veteran's Day																												
	<p>g. False Alarm Fees</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Total False Alarms/yr</th> <th style="text-align: left;">Fine</th> <th style="text-align: left;">Additional Civil Penalty – Unregistered Alarm</th> </tr> </thead> <tbody> <tr> <td>1st</td> <td>\$0</td> <td>\$50</td> </tr> <tr> <td>2nd</td> <td>\$0</td> <td>\$100</td> </tr> <tr> <td>3rd & 4th</td> <td>\$50</td> <td>\$250</td> </tr> <tr> <td>5th & 6th</td> <td>\$100</td> <td>\$500</td> </tr> <tr> <td>7th to 10th</td> <td>\$200</td> <td>\$500</td> </tr> <tr> <td>>10 (each)</td> <td>\$500</td> <td>\$500</td> </tr> </tbody> </table>		Total False Alarms/yr	Fine	Additional Civil Penalty – Unregistered Alarm	1 st	\$0	\$50	2 nd	\$0	\$100	3 rd & 4 th	\$50	\$250	5 th & 6 th	\$100	\$500	7 th to 10 th	\$200	\$500	>10 (each)	\$500	\$500						
Total False Alarms/yr	Fine	Additional Civil Penalty – Unregistered Alarm																											
1 st	\$0	\$50																											
2 nd	\$0	\$100																											
3 rd & 4 th	\$50	\$250																											
5 th & 6 th	\$100	\$500																											
7 th to 10 th	\$200	\$500																											
>10 (each)	\$500	\$500																											
2	CITY CLERK																												
	a. One Sided Document	\$0.15 per page																											

Ordinance No.

	b. Two Sided Document	\$0.20 per page
	c. Over 100 pages	Time and Materials
	d. E-Mail agenda package	No Charge
	e. Regular (Summary) Agenda	No Charge
	f. Copy of Full Agenda Package	\$0.15/pg – One Sided \$0.20/pg – Two Sided
	g. CD/DVD of Minutes/Meeting/etc	\$10.00
	h. Major Research (Time in excess of ½ hour)	\$20 overhead/hour
	i. Notary Public service, per document	\$5.00
	j. Certified Copies	\$1.00 per page
3	FILM PERMIT	
	a. Film Permit	\$150 per day
	b. Police Officers	Separate Police Off-Duty permit required
4	OTHER FEES	
	a. Lien Search Fee – per folio	\$65 per property within 5-7 days; \$100 per property within 24 hours
	b. Open Permit Search	\$50 per property within 5 days; \$100 per property within 24 hours
	c. On-line Credit Card convenience fee	\$3.00
	d. Phone convenience fee	\$3.00
		\$25.00

Ordinance No.

	e. Water Verification fee	
	f. New Service Fee	\$50.00
	g. Lien Interest Fee	4.75% based on F.S. 55.03

Section 3 All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. CODIFICATION. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 6. EFFECTIVE DATE. This Ordinance shall upon adoption, become effective immediately.

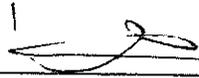
PASSED AND ADOPTED this ____ day of _____, 2015.

Myra L. Taylor
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk



Vincent T. Brown
The Brown Law Group
City Attorney

Ordinance No.

Moved by:

Seconded by:

Commissioner Vote:

Commissioner Kelley:

Commissioner Pinder:

Commissioner Santiago:

Vice Mayor Holmes:

Mayor Taylor:



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 a public hearing at its Regular Commission Meeting on Wednesday, July 8, 2015 at 7:00 p.m. in the Auditorium at Sherbondy Village, 215 President Barack Obama (Perviz) Avenue, Opa-Locka, Florida to consider the following items:

SECOND READING ORDINANCES/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE XIV, SECTIONS 2-653 --2-658 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 2, ADMINISTRATION, ESTABLISHING A SCHEDULE OF FEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by L.S.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE RATES FOR SOLID WASTE COLLECTION SERVICES; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by C.M.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER XIII, ARTICLE V OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES REGULATING COIN OPERATED DEVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by M.T.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 11, ARTICLES I THROUGH IV AND ADDING ARTICLE V OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 11, GARBAGE AND TRASH; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by T.P.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 15, ARTICLE III OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 15, ARTICLE III LITTERING, PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by T.P.*

Additional information on the above items may be obtained in the Office of the City Clerk, 3400 NW 135th Street, Bldg. B, Opa-Locka, Florida. All interested persons are encouraged to attend this meeting and will be heard with respect to the public hearings.

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

MIAMI SPRINGS

City agrees to 'major repairs' at Curtiss Mansion

BY THEO KARANTALIS
Special to the Miami Herald

Miami Springs council members have voted unanimously to execute a settlement agreement to conduct "major repairs" at the Curtiss Mansion, 500 Deer Run Dr.

About one year after the mansion reopened its doors in April 2012, it started falling apart.

The city quickly sent the architect, engineer and contractor notice of the mansion's "premature rotting, deterioration, and failure of cypress timbers in the columns, balcony, railings and trellis" areas, a notice of claim filed by the city Feb. 11, 2014, shows.

That month, the city of Miami Springs and the nonprofit group that runs the Curtiss Mansion jointly issued a news release that stated, in part: "The Curtiss Mansion in Miami Springs is not falling down. The Man-

sion remains open, safe and available to rent for weddings, quinceañeras, meetings, birthdays or any special day you wish to celebrate with friends and family."

A year and a half later, city attorney Jan Seiden told the council on June 22: "For some time now, the Curtiss Mansion has experienced warranty issues involving the wood, the timbers there have been rotted out, some have been replaced and now major repairs need to be done."

The costs of repairs remain unknown, Seiden said Friday, when asked by the Miami Herald how much it would cost to replace the rotted wood at the mansion. "No real dollars involved," Seiden said. "The insurers responsible for the architect, engineer and contractor are picking up the costs."

The Miami Springs City Council voted 5-0 on June 22

to settle "all claims" regarding the Curtiss Mansion. R.J. Heisenbottle Architect, Douglas Wood Architects, and Carvon Construction Co. The parties' any allegation of any wrongdoing," states the settlement agreement.

The pueblo-style mansion built in 1925, was owned by Glenn Curtiss, who is credited with building Miami Springs, as well as neighboring Hialeah and Opa-Locka. The home burned down in the 1970s.

In 1998, the nonprofit Curtiss Mansion Inc. formed and tasked with raising money to rebuild the historic home, which opened in 2012. "This all-unteer group raised more than \$4.5 million for the effort," according to the Curtiss Mansion website.

"The work will start Aug. 17 and be concluded before Sept. 21," Seiden said.

KEEPING KIDS FIT

Keep kids healthy outside this summer

• OUTDOORS, FROM 12ND

Instructions on the product label. Apply only on exposed skin and outside of clothing. Do not use products that combine sunscreen and insect repellent into one.

• If using repellent containing DEET, make sure it contains less than 30 percent DEET.

• Insect repellent should not be used in kids less than two months of age.

BIKE SAFETY

Biking is a great way to get around and exercise in the summer days. However, bicyclists, especially kid-

s, are at higher risk of injury and death than motor vehicle passengers. To enjoy biking safely:

• Always wear a helmet. Develop the "helmet habit," where your kids wear a helmet every bike ride, no matter how close they are to home.

FIREWORKS SAFETY

One of the most iconic summer celebrations is the Fourth of July. However, this day is especially dangerous because of injuries related to home fireworks, especially among children. Hands, eyes and faces are among the most common sites of fireworks injuries.

Even fireworks that seem kid-friendly, like sparklers can reach temperatures over 1,000 degrees and put kids at risk for severe burns. Here is the only way you need to enjoy fireworks:

Priyanka Mehrotra is a fourth-year medical student in the MD-MPH program and Julia Belkowitz, M.D., assistant professor of clinical pediatrics and Assistant Regional Dean for Student Affairs at the University of Miami Miller School of Medicine. For more information, visit UHealthSystem.com/patients/pediatrics.

ORDINANCE NO. 15-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING THE RATES FOR SOLID WASTE COLLECTION SERVICES; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka passed Ordinance 14-07, setting rates for solid waste collection services; and

WHEREAS, the City currently increases the rate for residential solid waste collection at a rate of six (6) percent per year and desires to continue this rate of increase.

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

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

Section 2. The rates for residential solid waste collection shall continue to increase at a rate of 6% per year.

Section 3 All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. CODIFICATION. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 6. EFFECTIVE DATE. This Ordinance shall upon adoption, become effective immediately.

Ordinance No. _____

PASSED AND ADOPTED this ____ day of _____, 2015.

Myra L. Taylor
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk



Vincent T. Brown
The Brown Law Group
City Attorney

Moved by:

Seconded by:

Commissioner Vote:

Commissioner Kelley:

Commissioner Pinder:

Commissioner Santiago:

Vice Mayor Holmes:

Mayor Taylor:



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 a public hearing at its Regular Commission Meeting on Wednesday, July 8, 2015 at 7:00 p.m. in the Auditorium at Sherbondy Village, 215 President Barack Obama (Perviz) Avenue, Opa-locka, Florida to consider the following items:

SECOND READING ORDINANCES/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE XIV, SECTIONS 2-653 —2-658 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 2, ADMINISTRATION, ESTABLISHING A SCHEDULE OF FEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by L.S.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE RATES FOR SOLID WASTE COLLECTION SERVICES; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by C.M.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER XIII, ARTICLE V OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES REGULATING COIN OPERATED DEVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by M.T.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 11, ARTICLES I THROUGH IV AND ADDING ARTICLE V OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 11, GARBAGE AND TRASH; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by T.P.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 15, ARTICLE III OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 15, ARTICLE III LITTERING, PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by T.P.*

Additional information on the above items may be obtained in the Office of the City Clerk, 3400 NW 135th Street, Bldg. B, Opa-locka, Florida. All interested persons are encouraged to attend this meeting and will be heard with respect to the public hearings.

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

MIAMI SPRINGS

City agrees to 'major repairs' at Curtiss Mansion

BY THEO KARANTSALIS
Special to the Miami Herald

Miami Springs council members have voted unanimously to execute a settlement agreement to conduct "major repairs" at the Curtiss Mansion, 500 Deer Run Dr.

About one year after the mansion reopened its doors in April 2012, it started falling apart.

The city quickly sent the architect, engineer and contractor notice of the mansion's "premature rotting, deterioration, and failure of cypress timbers in the columns, balcony, railings and trellis" areas, a notice of claim filed by the city Feb. 11, 2014, shows.

That month, the city of Miami Springs and the nonprofit group that runs the Curtiss Mansion jointly issued a news release that stated, in part: "The Curtiss Mansion in Miami Springs is not falling down. The Man-

sion remains open, safe and available to rent for weddings, quinceneras, meetings, birthdays or any special day you wish to celebrate with friends and family."

A year and a half later, city attorney Jan Seiden told the council on June 22: "For

some time now, the Curtiss Mansion has experienced warranty issues involving the wood, the timbers there have been rotted out, some have been replaced and now major repairs need to be done."

The costs of repairs remain unknown, Seiden said Friday, when asked by the Miami Herald how much it would cost to replace the rotted wood at the mansion. "No real dollars involved," Seiden said. "The insurers responsible for the architect, engineer and contractor are picking up the costs."

The Miami Springs City Council voted 5-0 on June 22

to settle "all claims" regarding the Curtiss Mansion. R.J. Heisenbottle Architects, Douglas Wood Architects, and Carivon Construction Co. The parties deny any allegation of any wrongdoing," states the settlement agreement.

The pueblo-style mansion built in 1925, was once owned by Glenn Curtiss, who lived in Miami Springs, as well as in Hialeah and Opa-locka. The home burned down in the 1970s.

In 1998, the nonprofit Curtiss Mansion Inc. was formed and tasked with raising money to rebuild the historic home, which opened in 2012. "This volunteer group raised more than \$4.5 million for the project," according to the Miami Springs website.

"The work will start Aug. 17 and be concluded by Sept. 21," Seiden said.

KEEPING KIDS FIT

Keep kids healthy outside this summer

• OUTDOORS, FROM 12ND

Instructions on the product label. Apply only on exposed skin and outside of clothing. Do not use products that combine sunscreen and insect repellent into one.

• If using repellent containing DEET, make sure it contains less than 30 percent DEET.

• Insect repellent should not be used in kids less than two months of age.

BIKE SAFETY

Biking is a great way to get around and exercise in the summer days. However, bicyclists, especially kid-

s, are at higher risk of injury and death than motor vehicle passengers. To enjoy biking safely:

• Always wear a helmet. Develop the "helmet habit," where your kids wear a helmet every bike ride, no matter how close they are to home.

FIREWORKS SAFETY

One of the most iconic summer celebrations is the Fourth of July. However, this day is especially dangerous because of injuries related to home fireworks, especially among children. Hands, eyes and faces are among the most common sites of fireworks injuries.

Even fireworks that see kid-friendly, like sparklers can reach temperatures over 1,000 degrees and kids at risk for severe burns. Here is the only way you need to enjoy fireworks:

Priyanka Mehrotra is fourth-year medical student in the MD-MPH program and Julia Belkowitz, M.D. assistant professor of clinical pediatrics and Assistant Regional Dean for Student Affairs at the University of Miami Miller School of Medicine. For more information, visit UHealthSystem.com/patients/pediatrics.



City of Opa-Locka Agenda Cover Memo

Commission Meeting Date:	05/27/2015		Item Type: <small>(Enter X in box)</small>	Resolution	Ordinance	Other	
					X		
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading	
	X				X		
			Public Hearing: <small>(Enter X in box)</small>	Yes	No	Yes	No
Funding Source: <small>(Enter Acct No.)</small>	<small>(Enter Fund & Dept)</small>		Advertising Requirement: <small>(Enter X in box)</small>	Yes		No	
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #:	N/A			
Strategic Plan Related <small>(Enter X in box)</small>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <small>(list specific objective/strategy this item will address)</small>			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:
AN ORDINANCE OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING THE RATES FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

Staff Summary:
Resolution 15-8910 authorized the City Manager to enter into an agreement with Burton and Associates to perform a residential solid waste rate study. We are recommending option #1. We will continue with the 6% rate increases as approved in Ordinance No. 14-07. Once a positive fund balance is achieved, the City can consider lowering or eliminating further rate increases.

Proposed Action:

Approval

Attachment:

1. Solid Waste Rate Study presentation – May 4, 2015
2. Resolution No. 15-8910
3. Ordinance No. 14-07 and Ordinance No. 08-04



City of
OPA-LOCKA
Florida

Memorandum

TO: Mayor Myra L. Taylor
Vice-Mayor Joseph L. Kelley
Commissioner Timothy Holmes
Commissioner Dorothy Johnson
Commissioner Luis B. Santiago

FROM: Kelvin Baker, Sr., City Manager

DATE: May 12, 2015

RE: Ordinance: Residential Solid Waste Rate

Request: AN ORDINANCE OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING THE RATES FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

Description: Resolution 15-8910 authorized the City Manager to enter into an agreement with Burton and Associates to perform a residential solid waste rate study.

Effective Date	Current Rates	Recommended Rates
10/01/2014	\$530.00	\$530.00
10/01/2015	\$562.00	\$562.00
10/01/2016	\$596.00	\$596.00
10/01/2017	-	\$632.00
10/01/2018	-	\$670.00
10/01/2019	-	\$710.00

Financial Impact: \$562.00 per unit beginning October 1, 2015

Implementation Timeline: October 1, 2015

Legislative History: Ordinance No. 08-04, Ordinance No. 14-07, and Resolution No. 15-8910

Recommendation(s): Staff recommends approval.

Analysis: Burton and Associates provided the City with two options that would give the Solid Waste Fund a positive fund balance:

Option #1 – Continue with 6% increases every year. A positive fund balance would be achieved by FY 2022.

Option #2 – 10% increases for three (3) years and 0% increases thereafter. A positive fund balance would be achieved by FY 2021.

We are recommending option #1. We will continue with the 6% rate increases as approved in Ordinance No. 14-07. Once a positive fund balance is achieved, the City can consider lowering or eliminating further rate increases.

Attachments:

1. Solid Waste Rate Study presentation – May 4, 2015
2. Resolution No. 15-8910
3. Ordinance No. 14-07 and Ordinance No. 08-04

PREPARED BY: Faye Douglas, Budget Administrator

City of Opa-Locka



FY 2015 Solid Waste Revenue Sufficiency Analysis

May 4, 2015

Presented by:

BURTON & ASSOCIATES

Introduction

- ▶ **Burton & Associates**
 - Mike Burton – President & Project Director
 - Erick van Malsen – Project Manager
 - Leticia Gaglianone – Project Consultant
- ▶ **Agenda**
 - Key Issues for Solid Waste fund
 - Diagnostic Review of Financial Projections
 - Alternative Plans for Financial Sustainability
 - Rate Survey

Solid Waste Fund

Key Issues

- ▶ **Achieving Positive Fund Balance**
 - Fund currently has a negative fund balance
 - Approximately -\$680,000 as of Sept 30, 2014
- ▶ **Maintaining Adequate Reserves**
 - One-Month Reserve Target: \$100,000
- ▶ **Continued Increases to Key Cost Components**
 - Disposal contracts represent majority of costs
- ▶ **Increased Non-Collection of Assessments**
 - FY 2011 – 2012: 15% non-collection rate
 - FY 2013 – 2014: 20-25% non-collection rate

Solid Waste Fund Diagnostic Analysis

6% Increases currently planned for FY 2016, 2017

No Increases planned thereafter

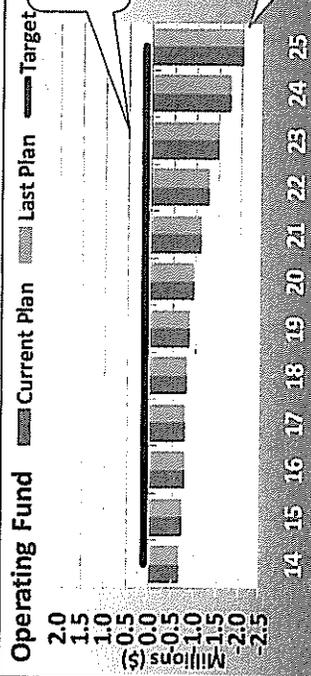
FINANCIAL ANALYSIS AND MANAGEMENT SYSTEMS (FAMS) SUMMARY

SAVE	CALC	ROLL	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Cumulative Change
		Override		6.00%	6.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	FY 2020
			0.00%	6.00%	6.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	FY 2025
		Last Plan	0.00%	6.00%	6.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	12.45%
			0.00%	6.00%	6.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	12.45%

Non-Collection Percentage

CIP \$ Redistribution	Annual Assessment	Operating Reserve Mo	Non-Collection %
\$0.00	\$0.00	1	20%
100%	100%	1	20%
1	1	1	20%
20%	20%	1	20%

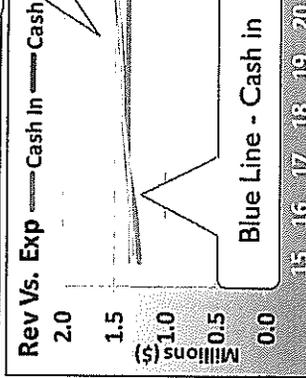
Operating Fund	Current Plan	Last Plan	Target
Annual Assessment	\$530.00	\$562.00	\$596.00
Annual Assessment Last Plan	\$530.00	\$562.00	\$596.00



Black Line - One-Month Reserve Target

Projected Reserve Balance

Green Line - Cash Out



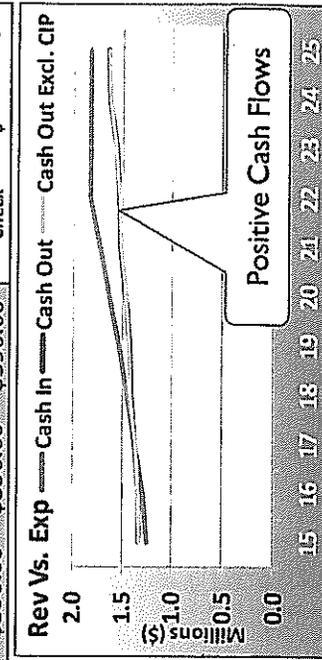
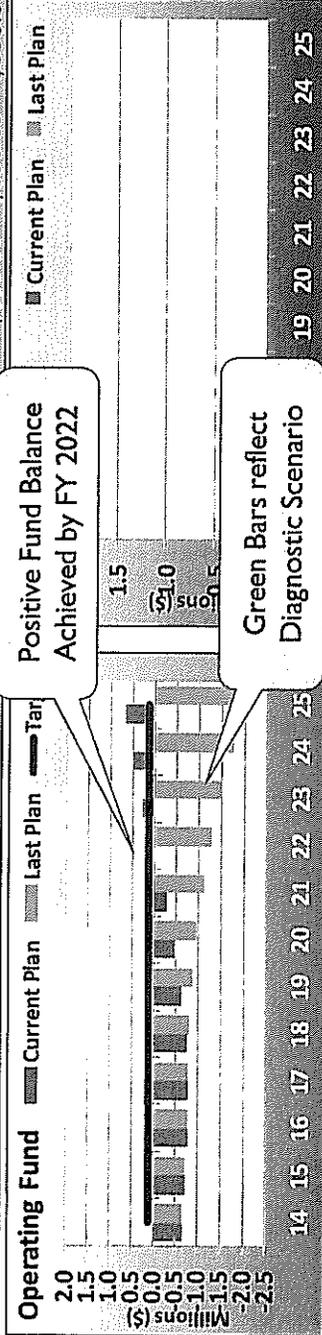
Unustainable Cash Flows

Solid Waste Fund Option 1 – 6% Increases Contin

6% Increases through FY 2022

FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS) SUMMARY

SAVE	CALC	ROLL	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Cumulative Change
		Override ▶		6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	0.00%	0.00%	0.00%	FY 2020
		Solid Waste Rate Increases	0.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	0.00%	0.00%	0.00%	FY 2025
		Last Plan	0.00%	6.00%	6.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.95%
		Rate Covenant												12.45%
		Last Plan												100.0%
		CIP \$ Redistribution ▶	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.0%
		CIP Execution % ▶	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100.0%
		Operating Reserve Mo ▶	1	1	1	1	1	1	1	1	1	1	1	100.0%
		Non-Collection % ▶	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	100.0%
		Annual Assessment	\$530.00	\$562.00	\$596.00	\$632.00	\$670.00	\$710.00	\$753.00	\$798.00	\$798.00	\$798.00	\$798.00	Check
		Annual Assessment Last Plan	\$530.00	\$562.00	\$596.00	\$596.00	\$596.00	\$596.00	\$596.00	\$596.00	\$596.00	\$596.00	\$596.00	\$



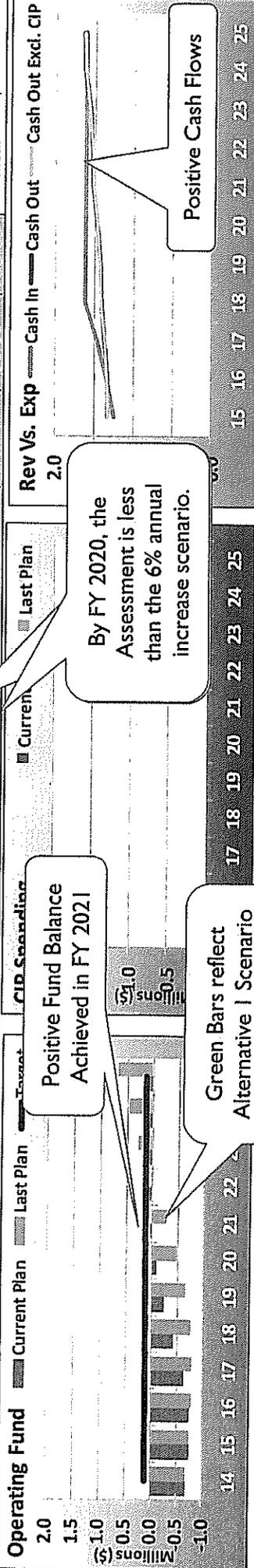
Solid Waste Fund

Option 2 - 10% Increases for 3 Years

10% Increases through FY 2018, 0% thereafter

FINANCIAL ANALYSIS AND MANAGEMENT

SAVE	CALC	ROLL	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Cumulative Change
		Override	10.00%	10.00%	10.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	FY 2020
		Solid Waste Rate Increases	0.00%	10.00%	10.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	FY 2020
		Last Plan	0.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	FY 2020
		Rate Covenant												FY 2020
		Last Plan												FY 2020
		CIP \$ Redistribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	FY 2020
		CIP Execution %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	FY 2020
		Operating Reserve Mo	1	1	1	1	1	1	1	1	1	1	1	FY 2020
		Non-Collection %	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	FY 2020
		Annual Assessment	\$530.00	\$583.00	\$641.00	\$705.00	\$705.00	\$705.00	\$705.00	\$705.00	\$705.00	\$705.00	\$705.00	FY 2020
		Annual Assessment Last Plan	\$530.00	\$562.00	\$596.00	\$632.00	\$670.00	\$710.00	\$753.00	\$798.00	\$798.00	\$798.00	\$798.00	FY 2020
		Operating Fund												FY 2020
		Current Plan												FY 2020
		Last Plan												FY 2020
		PS FY16												FY 2020
		OMV FY16												FY 2020
		Check												FY 2020



Solid Waste Fund Option 2 with Higher Collection

FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS) SUMMARY

SAVE	CALC	ROLL	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Cumulative Change FY 2020	Cumulative Change FY 2025
		Override													
		Solid Waste Rate Increases	0.00%	10.00%	10.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.02%	33.02%
		Last Plan	0.00%	10.00%	10.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.02%	33.02%
		Rate Covenant													
		Last Plan													
		CIP \$ Redistribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
		CIP Execution %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
		Operating Reserve Mo	1	1	1	1	1	1	1	1	1	1	1		
		Non-Collection %	20%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%		
		Annual Assessment	\$530.00	\$583.00	\$641.00	\$705.00	\$705.00	\$705.00	\$705.00	\$705.00	\$705.00	\$705.00	\$705.00		
		Annual Assessment Last Plan	\$530.00	\$583.00	\$641.00	\$705.00	\$705.00	\$705.00	\$705.00	\$705.00	\$705.00	\$705.00	\$705.00		

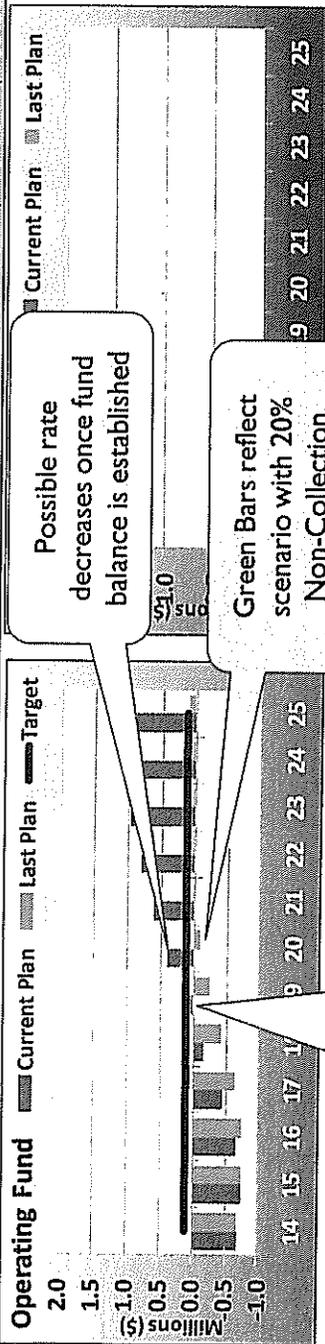
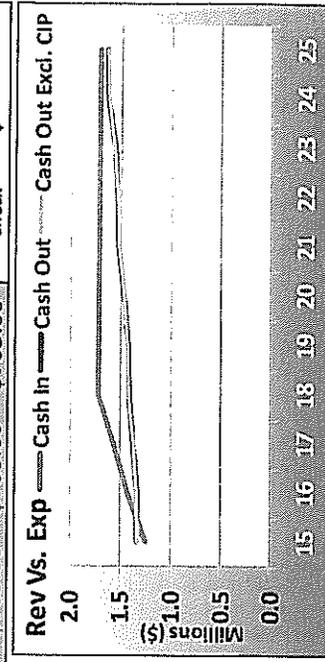
10% Increases through FY 2018, 0% thereafter

Non-Collection Reduced to 15%

Possible rate decreases once fund balance is established

Green Bars reflect scenario with 20% Non-Collection

Positive Fund Balance Achieved 3 years sooner



Solid Waste Fund

Conclusions & Recommendations

- ▶ Without additional rate increases, fund will not achieve positive fund balance
- ▶ Any efforts to increase collection of Assessment will achieve positive fund balance 2-3 years sooner under each Option
- ▶ **Option 1** – continue with 6% increases every year
Positive Fund Balance achieved by FY 2022

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Option 1		6.00%	6.00%	6.00%	6.00%	6.00%
Annual Assessment	\$530.00	\$562.00	\$596.00	\$632.00	\$670.00	\$710.00

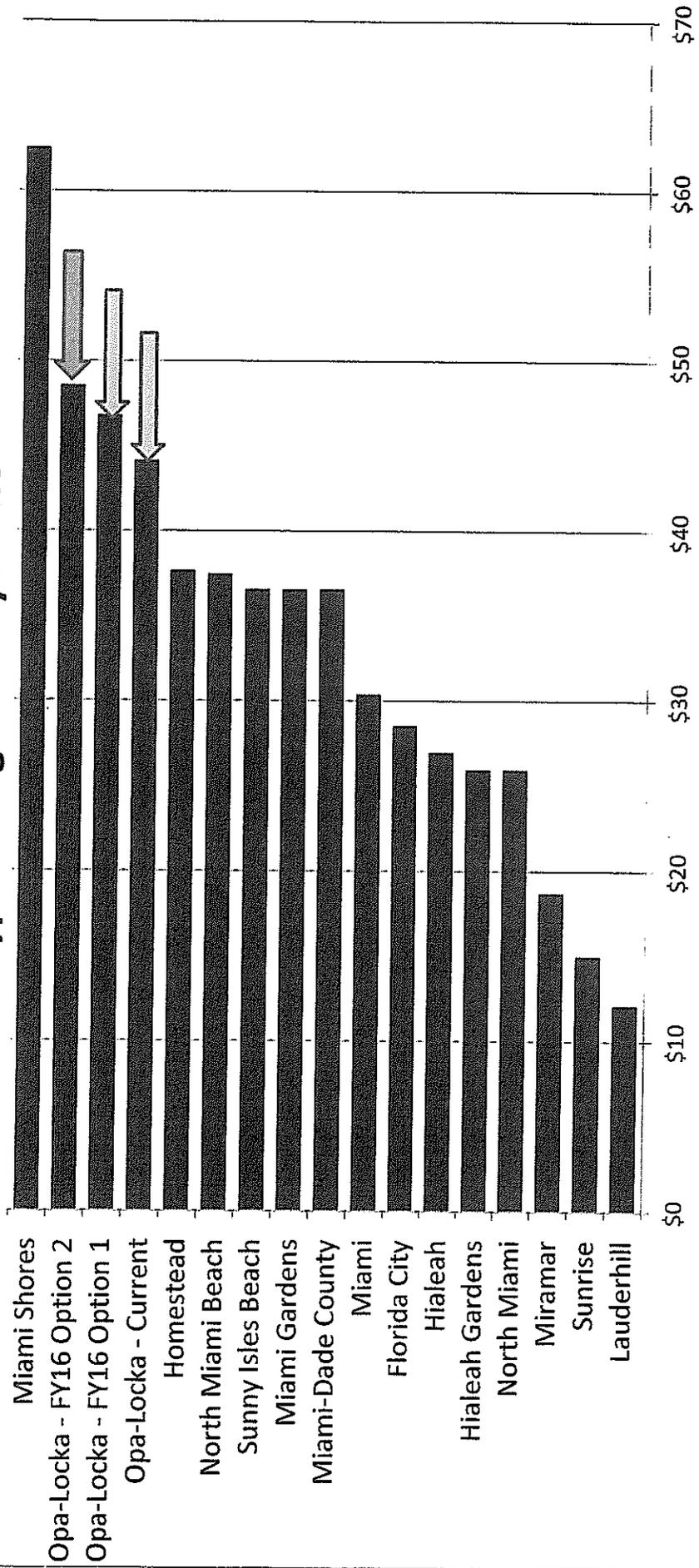
- ▶ **Option 2** – 10% increases for 3 years, 0% thereafter
Positive Fund Balance achieved by FY 2021

Assessment is less than Option 1 by FY 2020, and remains less

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Option 2		10.00%	10.00%	10.00%	0.00%	0.00%
Annual Assessment	\$530.00	\$583.00	\$641.00	\$705.00	\$705.00	\$705.00

Solid Waste Fee Survey

Monthly Solid Waste Fee Survey
for typical Single Family Home



Discussion



Sponsor by: City Manager

RESOLUTION NO. 15-8910

A RESOLUTION OF THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BURTON & ASSOCIATES TO UPDATE THE SOLID WASTE RATE STUDY AT A COST NOT TO EXCEED \$15,780, PAYABLE FROM ACCOUNT NUMBER 34-534340, A BUDGETED ITEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka desires to provide a fair and equitable waste rate for all property owners in the City of Opa-locka; and

WHEREAS, the City would like to have an updated study performed to determine if the based residential increase (multi-family property, including up to four units) rate is appropriate, as compared to the rates charge to single family units; and,

WHEREAS, a bid for the service was not proposed, pursuant to Resolution No. 07-7088 and 07-7113, Burton and Associates were determined to be the most responsible and most responsive to perform the Rate Study; and

WHEREAS, the City information is in Burton and Associates database, the Solid Waste Rate Study is only a matter of updating the City's financial, customer service levels, and capital projects information, which would be the most cost effective; and.

WHEREAS, the City Commission of the City of Opa-locka desires to authorize the City Manager to enter into an agreement with Burton & Associates to update the Solid Waste Rate Study.

RESOLUTION NO. 15-8910

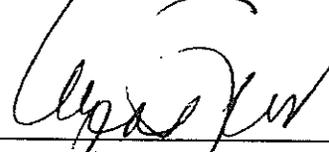
**NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION
OF THE CITY OF OPA-LOCKA, FLORIDA:**

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

Section 2. The City Commission of the City of Opa-locka authorizes the City Manager to enter into an agreement with Burton & Associates to update the Solid Waste Rate Study at a cost not to exceed \$15,780, payable from Account Number 34-534340, a budgeted item.

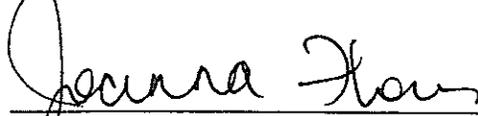
Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of January, 2015.



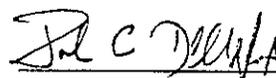
MYRA TAYLOR
MAYOR

Attest to:



Joanna Flores
City Clerk

Approved as to form and legal sufficiency:



Joseph S. Geller/ John C. Dellagloria
GREENSPOON MARDER PA
City Attorney

RESOLUTION NO. 15-8910

Moved by:	VICE MAYOR HOLMES
Seconded by:	COMMISSIONER KELLEY
Commission Vote:	5-0
Commissioner Kelley:	YES
Commissioner Pinder:	YES
Commissioner Santiago:	YES
Vice-Mayor Holmes:	YES
Mayor Taylor:	YES

1st Reading: May 28, 2014
2nd Reading: June 25, 2014
Public Hearing: June 25, 2014
Adopted: June 25, 2014
Effective Date: June 26, 2014
Sponsored by: City Manager

ORDINANCE NO. 14-07

**AN ORDINANCE OF THE CITY OF OPA-LOCKA,
FLORIDA, AMENDING THE RATES FOR
RESIDENTIAL SOLID WASTE COLLECTION
SERVICES; PROVIDING FOR INCORPORATION
OF RECITALS; PROVIDING FOR CONFLICT AND
REPEALER; PROVIDING FOR CODIFICATION;
PROVIDING FOR SEVERABILITY; PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the City of Opa-locka provides solid waste collection services to consumers within the boundaries of the City; and

WHEREAS, the City Commission is charged with the duty and responsibility of setting rates and fees for services; and

WHEREAS, the City recently contracted for reduced cost collection services and reclassified properties up to 4-units as residential, thereby increasing the number of residential customers by over 20%; and

WHEREAS, the last rate study completed in FY 2007 set annual assessments through FY 2016; and

WHEREAS, the City Manager will budget for and provide for a new formal
~~rate study of the solid waste fund in FY 2014-2015; and~~

WHEREAS, the City Commission desires to pass on the reduced cost of collection by rolling back rates to the levels from 2011, saving each household over \$100, from the rates which would otherwise be in effect.

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

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

Section 2. Annual Residential Assessment – The current and proposed annual residential assessments for solid waste collection are as follows:

Effective Date	Current Rates	Recommended Rates
10/01/2008	\$445.00	n/a
10/01/2009	\$472.00	n/a
10/01/2010	\$500.00	n/a
10/01/2011	\$530.00	n/a
10/01/2012	\$562.00	n/a
10/01/2013	\$596.00	n/a
10/01/2014	\$632.00	\$530.00
10/01/2015	\$669.00	\$562.00
10/01/2016	\$710.00	\$596.00

The City Commission hereby adopts the proposed rates as shown on the above table.

Section 3. This ordinance shall become effective as provided by law.

Section 4. All ordinances or parts or ordinances in conflict herewith are hereby repealed.

Section 5. The ordinance shall, upon adoption, be codified in the City of Opa-locka Code of Ordinances.

Section 6. If any section, sentence, clause, or provision of this Ordinance is declared invalid, the remainder of this Ordinance shall not be affected by its invalidity.

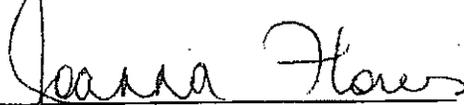
Section 7. This Ordinance shall, upon adoption, become effective immediately.

PASSED AND DULY ADOPTED this 25th day of June, 2014.



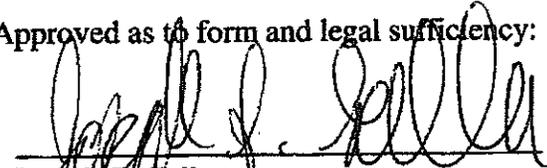
MYRA TAYLOR
MAYOR

Attest to:



Joanna Flores
City Clerk

Approved as to form and legal sufficiency:



Joseph S. Geller
GREENSPOON MARDER PA
City Attorney

Moved by:	COMMISSIONER HOLMES
Seconded by:	COMMISSIONER JOHNSON
Commission Vote:	5-0
Commissioner Holmes:	YES
Commissioner Johnson:	YES
Commissioner Santiago:	YES
Vice-Mayor Kelley:	YES
Mayor Taylor:	YES

1st Reading: MARCH 12, 2008
2nd Reading: APRIL 9, 2008
Adopted: APRIL 9, 2008
Effective Date: APRIL 9, 2008
Sponsored by: City Manager

COPY

ORDINANCE NO. 08- 04

AN ORDINANCE OF THE CITY OF OPA-LOCKA, FLORIDA, ASSIGNING THE RATES FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES BASED UPON THE FINANCIAL MANAGEMENT PLAN THAT WOULD PROVIDE SUFFICIENT REVENUE TO FUND ALL OF THE SOLID WASTE FUND REQUIREMENTS.

WHEREAS, the City of Opa-locka provides solid waste collection services to consumers within the boundaries of the City; and

WHEREAS, the City Commission of the City of Opa-locka, Florida is charged with the duty and responsibility for rates and fees for services; and

WHEREAS, Resolution No. 07-7113 awarded the consulting firm of Burton & Associates the task of conducting a comprehensive study of the solid waste rate and providing recommendations; and

WHEREAS, the study is complete and Burton & Associates has presented their recommendations to the Mayor & City Commission, the City Administration, and residents and citizens at a public town hall meeting,

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

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

Section 2. *Annual Residential Assessment*

<u>Effective Date</u>	<u>Annual Assessment</u>
10/01/08	\$445.00
10/01/09	\$472.00
10/01/10	\$500.00
10/01/11	\$530.00
10/01/12	\$562.00
10/01/13	\$596.00
10/01/14	\$632.00
10/01/15	\$669.00
10/01/16	\$710.00

Section 3. This Ordinance shall become effective as provided by law.

Section 4. This Ordinance shall become effective as provided by law.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. The ordinance shall, upon adoption, be codified in the City of Opa-locka Code of Ordinances.

Section 7. If any section, sentence, clause or provision of this Ordinance is declared invalid, the remainder of this Ordinance shall not be affected by its invalidity.

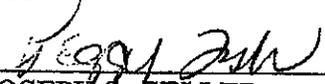
PASSED AND DULY ADOPTED this 9 day of APRIL, 2008.


MAYOR

ATTEST:


CITY CLERK

Approved as to form and legal sufficiency:


JOSEPH S. GELLER
ACTING CITY ATTORNEY

April 9, 2008
DATE

Moved by: VICE MAYOR JOHNSON
Second by: COMMISSIONER MILLER
Commission Vote: 5-0
Commissioner Tydus: YES
Commissioner Holmes: YES
Commissioner Miller: YES
Vice-Mayor Johnson: YES
Mayor Kelley: YES

Sponsored by: Mayor Taylor

ORDINANCE NO. 15-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER XIII, ARTICLE V OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES REGULATING COIN OPERATED DEVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND ~~REPEALER~~; PROVIDING FOR SEVERABILITY and codification; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka has reviewed Chapter XIII, Article V of the Opa-locka Code of Ordinances, regulating coin operated devices, including amusement machines; and

WHEREAS, the City Commission has received public input regarding the revised Code and believes that an amendment to the code is required to be consistent with existing law and to protect the public interest;

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

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

Section 2. Chapter XIII, Article V of the Opa-locka Code of Ordinances is hereby amended as follows:

Sec. 13-93. Amusement machines defined.

~~As used in this article, the term "amusement machine" shall mean any coin-operated machine or device other than those dispensing or providing goods or services.~~

Type I amusement machines means any machine, contrivance or device that provides for the bona fide entertainment or amusement of the public and that, as a result of the insertion of a coin, slug, or token, the machine or device is set in motion, permitted to function or operate and that by application of skill, may entitle the person playing or operating the machine to:

(i)

Receive points or coupons that may be exchanged for merchandise only, (limited to noncash prizes, toys, or novelties, excluding cash, gift cards or any other cash equivalents, alcoholic beverages, beer or wine), provided the cost value of the

Ordinance No.

merchandise or prize awarded in exchange for such points or coupons does not exceed \$1.00 on any game played; or

(ii)

Replay the game or device at no additional cost if the game or device can accumulate or react to no more 15 replays, can be discharged of accumulated free replays only by reactivating the game or device for one additional play for such accumulated free replay, and can make no permanent record, directly or indirectly, of free replays.

This definition shall not be interpreted to include any game or machine that may be construed as a gambling device under state law. This definition excludes pinball machines, pool or billiard tables, vending machines, laundry machines, soda machines, kiddie rides, and automatic music machines.

Type II amusement machine means a type I machine whose graphics depict, exhibit, illustrate, describe or relate to casino-style games. This definition shall not be interpreted to include any game or machine that may be construed as a gambling device under state law.

• **Sec.13-103A - Amusement centers and bingo parlors.**

All amusement centers shall be located in B-2 Commercial liberal Zoning District locations (the entire shopping center) that have floor areas in excess of 75,000 square feet. There shall be only one amusement center in each shopping center meeting the area requirement. Amusement centers and bingo parlors are exempted from the limitation on the number of type II amusement machines allowed at any one location; provided, however, that the amusement center separates the location of type II amusement machines from type I amusement machines on the premises.

(Sec. 13-103B. - Alcoholic beverages; limitations.

Type II amusement machines, as defined in section 13-93, shall not be located or operated on premises where alcoholic beverages, beer or wine are consumed or sold for consumption on the premises if the total ground or upper floor space of the service or seating area located on the premises is less than or equal to 850 square feet. Type II amusement machines, as defined in section 13-93, may be located or operated on premises where alcoholic beverages, beer or wine are consumed or sold for consumption on the premises if the total ground or upper floor space of the service or seating area located on the premises exceeds 850 square feet.

Sec. 13-98. – - Maximum number of amusement machines.

A. Type I amusement machines, limitations.

Not more than four (4) amusement machines shall be licensed or operated at any one place of business unless a permit is obtained for additional machines at a location which shall provide a certificate of compliance with the requirements of the Dade County Fire Code and all applicable regulatory codes.

B. Type II amusement machines, limitations.

Ordinance No.

Operators of type II amusement machines are subject to the following limitations in addition to those imposed by state law:

(a)

There shall be no more than four type II amusement machines in any permissible business location or site, except as provided for amusement centers, bingo parlors, or carnivals. The computation of the number of machines shall include counter amusement machines and standing amusement machines.

(b)

An operator shall not locate and operate a type II amusement machine within a room or enclosed area not open to the general public. If a room where a type II machine is being operated, is locked or barricaded, a rebuttable presumption is created that the area is not open to the general public in violation of this subsection.

• Sec. 13-103C. - Revocation of certificate of authorization and business tax receipt.

If the person to whom a business tax receipt or certificate of authorization has previously been issued under this article shall thereafter be convicted or plead guilty or nolo contendere to any felony involving gambling, fraud, theft, controlled substances, or a violation of any criminal law, including misdemeanors, involving gambling or the sale, transportation, distribution or use of amusement machines or gambling machines, the certificate or business tax receipt shall immediately thereafter be revoked by the city council after a public hearing, notice of which shall be served in writing upon the certificate or business tax receipt holder at least 15 days before the date set for the hearing, if the public hearing establishes that the facts set forth in this section requiring a revocation of the certificate or business tax receipt do indeed exist.

Sec. 13-99. - Use of amusement machines by minors.

(a)

- ~~Prohibited. No coin-operated amusement machine, other than a music machine, shall be patronized, operated or used by children under the age of seventeen (17) years and it shall be unlawful to permit such use.~~
- Prohibited. No type I amusement machines deemed by City Officials or Designee, and type II amusement machines, shall be patronized, operated nor used by children under the age of seventeen (17) years and it shall be unlawful to permit such use.

(b)

- Responsibility. The owner, proprietor or licensee of any such machine, and the owner, proprietor or licensee of any place of business where any such machine is located or operated, or any employee in charge thereof, shall each and severally be responsible for the enforcement of this section.

(c)

- Sign required. Every licensee, owner, proprietor and person in charge of such machine shall cause to be placed and maintained at the end of the machine and attached thereto, facing any operator thereof, one neatly painted or printed sign easily legible ten (10) feet

Ordinance No.

away from the machine, and carrying the words: "Children Under 17 Not Allowed to Operate This Machine."

(d)

- Type II amusement machines shall each bear a sticker, at least three inches in diameter, which clearly and legibly says "play prohibited by minors."

(e)

- It shall be the responsibility of the machine operator to ensure that minors (Children under the age of seventeen (17) are prohibited from playing such machines at all times. Failure of the machine operator to monitor and prohibit play by minors of such designated machines shall be sufficient cause to subject the machine operator to revocation of the certificate of authorization or business tax receipt under this article.

~~Sec. 13-97. - Use for gambling.~~

~~No coin operated machine, contrivance or device shall be used for gambling or as a game of chance.~~

- **Sec. 13-97. - Gambling.**

No operator authorized under this article, business owner, or any other person shall permit any type I amusement machine or type II amusement machine to be used for gambling or games of chance so as to be in violation of F.S. ch. 849.

- **Sec. 13-103D. - Hours of operation in industrial-zoned properties.**

Type I or type II amusement machines shall operate only between the hours of 7:00 a.m. and 9:00 p.m. within properties that are zoned industrial. If a type I or type II amusement machine is found to operate on the premises of a business outside of the permitted hours of operation, then the business shall cease operations after 9:00 p.m. and before 7:00 a.m. The city shall enforce this limitation of the hours of operation through a cease and desist order issued by the license administrator or the police chief, acting on behalf of the license administrator, immediately after the order is posted on the premises.

- **Sec. 13-103E. - Payment of certificate of authorization and per machine fee for type II machines; payment and performance bond; criminal background check and proof of corporate good standing for machine operator hereunder of type II amusement machines.**

A machine operator of a type II amusement machine shall obtain:

(i)

A certificate of authorization from the city as a non-exclusive franchise for one year by submitting a payment of a nonrefundable fee of \$2,500.00;

Ordinance No.

(ii)

A payment and performance bond, letter of credit, cash or other security acceptable to the city in the amount of \$10,000.00 with the city as the obligee; and

(iii)

Shall pay a fee of nonrefundable \$600.00 for each of the first four type II amusement machines at each location.

An amusement center is excused from payment of the certificate of authorization fee under subsection (i) and payment of or proof of the \$10,000.00 security deposit under subsection (ii) above, provided that the amusement center is a member in good standing of a state or regional arcade or amusement center association in Florida that adopts and enforces bylaws, rules, regulations, and/or a code of ethics and standards that focus on compliance with state law and foster good business practices and actively supervises the lawful operation of their member's amusement centers monitoring compliance with the requirements of state law and the association's bylaws, rules, regulations and/or code of ethics and standards and disciplining its members by imposing corresponding penalties for violations. Amusement center operators must provide proof of membership in good standing, copy of the association's bylaws, rules, regulations, and/or code of ethics, and a copy of the association's disciplinary standards, procedures, and penalties. The amusement center must consent to the disclosure of any and all records relating to disciplinary actions taken by the association against it for violations of the association's bylaws, rules, regulations, and/or code of ethics and standards.

Certificates of authorization shall be issued only to corporations in good standing and registered to do business in Florida, limited liability companies in good standing, partnerships in good standing, limited liability partnerships in good standing or limited liability limited partnerships in good standing or individuals. Certificates of authorization shall only be issued to a corporation or partnership where all corporate officers and directors, or partners, as the case may be, and by all stockholders who own, hold or control five percent or more of issued and outstanding stock in the corporation or beneficial interest therein, or individual owners, upon a criminal background check paid by the certificate-holder reveal that such officers, directors or stockholders of a corporation or corporate general partner; or partners of a partnership within the last five years preceding the application date or renewal date for a certificate of authorization hereunder have not committed a felony or pled guilty or no contest to a felony involving gambling, fraud, theft, or controlled substances; or violation of any criminal law, including misdemeanors, involving the sale, distribution or use of amusement machines or gambling machines. Each year, the machine operator shall provide proof of the renewal or new bond, a certificate of status from the Florida department of state, submission of a background check as described above, and payment of all fees. In addition to the submission of a criminal background check, amusement centers must provide a certificate of good status from the Florida department of state, a certificate of membership in good standing from the industry association, and payment of the fee for each machine pursuant to subsection (iii).

• Sec. 13-103F. - Additional penalty.

(a)

In addition to penalties provided in this code, no type I or type II amusement machine shall operate at a particular business location or site for one year from the date of the court order,

Ordinance No.

order of the city council, code enforcement board or special master that determines or upholds that a business owner at any location, or machine operator operates, allows to be operated or causes to be placed or operated, an amusement machine at that particular location or site in violation of sections 13-93, 13-103A, 13-103B, 13-98, 13-99, 13-103D and 13-103E

(b)

In addition to penalties provided in this code, no business shall operate at a particular business location or site for one year from the date of the court order, order of the city council, code enforcement board or special master that determines or upholds that a business owner of the location, or machine operator operates, allows to be operated, or causes to be placed or operated, an amusement machine at that particular location or site in violation of section 13-97

~~Vending and amusement coin-operated machines.~~

a.

~~Pinball and the like, each30.00~~

b.

~~Juke organs, or phonographs, each50.00~~

c.

~~Shuffleboard, pool tables, skill machines, etc.100.00~~

d.

~~Soft drinks, food products, and the like, journals and digests, merchandise-vending machines when vending at twenty five cents (\$0.25) or less, each machine10.00~~

e.

~~Soft drinks, food products and the like, journals and digests, merchandise-vending machines when vending at over twenty five cents (\$0.25), each machine20.00~~

f.

~~Weighing machine or device, each10.00~~

~~(Note: Proprietors of places of business and/or owners of record of the premises in or on which the above-listed machines are placed shall be jointly responsible for the vending machine license if not otherwise paid.)~~

Section 3
repealed.

All ordinances or Code provisions in conflict herewith are hereby

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Ordinance No.

Section 5. CODIFICATION. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 6. EFFECTIVE DATE. This Ordinance shall upon adoption, become effective immediately.

PASSED AND ADOPTED this ____ day of _____, 2015.

Myra L. Taylor
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk



Vincent T. Brown
The Brown Law Group
City Attorney

Moved by:
Seconded by:
Commissioner Vote:
Commissioner Kelley:
Commissioner Pinder:
Commissioner Santiago:
Vice Mayor Holmes:
Mayor Taylor:



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 a public hearing at its Regular Commission Meeting on Wednesday, July 8, 2015 at 7:00 p.m. in the Auditorium at Sherbondy Village, 215 President Barack Obama (Perviz) Avenue, Opa-locka, Florida to consider the following items:

SECOND READING ORDINANCES/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE XIV, SECTIONS 2-653 —2-658 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 2, ADMINISTRATION, ESTABLISHING A SCHEDULE OF FEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by L.S.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE RATES FOR SOLID WASTE COLLECTION SERVICES; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by C.M.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER XIII, ARTICLE V OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES REGULATING COIN OPERATED DEVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by M.T.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 11, ARTICLES J THROUGH IV AND ADDING ARTICLE V OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 11, GARBAGE AND TRASH; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by T.P.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 15, ARTICLE III OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 15, ARTICLE III LITTERING, PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by T.P.*

Additional information on the above items may be obtained in the Office of the City Clerk, 3400 NW 135th Street, Bldg. B, Opa-locka, Florida. All interested persons are encouraged to attend this meeting and will be heard with respect to the public hearings.

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

MIAMI SPRINGS

City agrees to 'major repairs' at Curtiss Mansion

BY THEO KARANTHALIS
Special to the Miami Herald

Miami Springs council members have voted unanimously to execute a settlement agreement to conduct "major repairs" at the Curtiss Mansion, 500 Deer Run Dr.

About one year after the mansion reopened its doors in April 2012, it started falling apart.

The city quickly sent the architect, engineer and contractor notice of the mansion's "premature rotting, deterioration, and failure of cypress timbers in the columns, balcony, railings and trellis" areas, a notice of claim filed by the city Feb. 11, 2014, shows.

That month, the city of Miami Springs and the nonprofit group that runs the Curtiss Mansion jointly issued a news release that stated, in part: "The Curtiss Mansion in Miami Springs is not falling down. The Man-

sion remains open, safe and available to rent for weddings, quinceneras, meetings, birthdays or any special day you wish to celebrate with friends and family."

A year and a half later, city attorney Jan Seiden told the council on June 22: "For some time now, the Curtiss Mansion has experienced warranty issues involving the wood, the timbers there have been rotted out, some have been replaced and now major repairs need to be done."

The costs of repairs remain unknown, Seiden said Friday, when asked by the Miami Herald how much it would cost to replace the rotted wood at the mansion.

"No real dollars involved," Seiden said. "The insurers responsible for the architect, engineer and contractor are picking up the costs."

The Miami Springs City Council voted 5-0 on June 22

to settle "all claims" regarding the Curtiss Mansion R.J. Heisenbottle Archi P.A., Douglas Wood As ates, and Carivon Cons tion Co. The parties "any allegation of any w doing," states the settle agreement.

The pueblo-style h built in 1925, was once h to Glenn Curtiss, wh credited with building i mi Springs, as well as ne boring Hialeah and (locka. The home bu down in the 1970s.

In 1998, the nonprofit t tiss Mansion Inc. formed and tasked with: ing money to rebuild historic home, which pened in 2012. "This all-unteer group raised n than \$4.5 million for thi fort," according to the cit Miami Springs website.

"The work will start Aug. 17 and be concluded fore Sept. 21," Seiden said

KEEPING KIDS FIT

Keep kids healthy outside this summer

• OUTDOORS, FROM 12ND

structions on the product label. Apply only on exposed skin and outside of clothing. Do not use products that combine sunscreen and insect repellent into one.

• If using repellent containing DEET, make sure it contains less than 30 percent DEET.

• Insect repellent should not be used in kids less than two months of age.

BIKE SAFETY

Biking is a great way to get around and exercise in the summer days. However, bicyclists, especially kid-

s, are at higher risk of injury and death than motor vehicle passengers. To enjoy biking safely:

• Always wear a helmet. Develop the "helmet habit," where your kids wear a helmet every bike ride, no matter how close they are to home.

FIREWORKS SAFETY

One of the most iconic summer celebrations is the Fourth of July. However, this day is especially dangerous because of injuries related to home fireworks, especially among children. Hands, eyes and faces are among the most common sites of fireworks injuries.

Even fireworks that seem kid-friendly, like sparklers can reach temperatures over 1,000 degrees and put kids at risk for severe burns. Here is the only tip you need to enjoy fireworks:

Priyanka Mehrotra is a fourth-year medical student in the MD-MPH program and Julia Belkowitz, M.D., assistant professor of clinical pediatrics and Assistant Regional Dean for Student Affairs at the University of Miami Miller School of Medicine. For more information, visit UHealth System.com/patients/pediatrics.

ORDINANCE NO. 15-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 11, ARTICLES I THROUGH IV AND ADDING ARTICLE V OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 11, GARBAGE AND TRASH; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka created Chapter 11, Articles I through IV of the Opa-locka Code of Ordinances, relating to Garbage and Trash; and

WHEREAS, the City Commission has conducted a comprehensive study of the City's Garbage and Trash Ordinance and found that it was outdated and required amendment to best serve the public health interests of the City of Opa-locka.

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

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

Section 2. Chapter 11 of the Opa-locka Code of Ordinances is hereby amended as follows:

ARTICLE I. - IN GENERAL

Sec. 11-1. - Definitions.

As used in this chapter:

Administrative surcharge shall mean the administrative and operational costs associated with oversight and enforcement of this chapter. Said charge may be inclusive of civil penalties but are not appealable or waivable.

Biological waste shall mean solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons duly licensed in the State of Florida.

Biological waste collector shall mean any private solid waste contractor who collects, transports or disposes of biological waste.

Biomedical waste shall mean any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory

Ordinance No. _____

and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health and Rehabilitative Services of the State of Florida represent a significant risk of infection to persons outside the generating facility.

Biomedical waste collector shall mean any private solid waste contractor who collects, transports or disposes of biomedical waste.

Bulky waste shall mean, but not be limited to, large items of household refuse such as appliances, furniture, accumulations from major tree cutbacks (exceeding ten inches in diameter and four feet in length and weighing more than 50 pounds), large crates and like articles which shall be placed out for city collection quarterly per year by residential unit owners paying for city service.

Calendar year shall mean the 12-month period beginning January 1st.

Cart-on-wheels shall mean the 96-gallon containers issued to residences by the city for waste collection and are required to be used,

Certified recovered materials dealer shall mean a dealer certified under § 403.7046, Fla. Stat., who handles, purchases, receives, recovers, sells or is an end user of recovered materials as defined herein.

Compacting services shall mean all equipment, processes or methods by which waste is reduced in size or volume for disposal, including any packaging thereof, and includes, without limitation, rental fees, maintenance fees, set-up fees or any other charges associated with such services.

Commercial account shall mean any hotel, motel, rooming house, tourist cabin, trailer park, bungalow court, apartment building with rental apartments, cooperative apartments, and/or multiple-story condominium buildings and any other commercial business or establishment of any nature or kind whatsoever other than residential unit as defined in this section including the collection and disposal of construction and demolition debris..

Commercial business or establishment shall mean and include all retail, professional, wholesale and industrial facilities, governmental and quasi-governmental establishments and any other commercial enterprises, for profit or not for profit, offering goods or services to the public.

Commercial property shall mean any hotel, motel, rooming house, tourist cabin, trailer park, bungalow court, apartment building with rental apartments, cooperative apartments, and/or multiple-story condominium buildings and any other business or establishment of any nature or kind whatsoever other than a residential unit as defined in this section.

Commercial solid waste shall mean every waste accumulation, including but not limited to, dust, paper, paper cartons, cardboard cartons, excelsior, rags, garbage, plastics, metal containers, recyclable material, garden and yard clippings and cuttings, bulky waste and other waste which is usually attendant to the operations of commercial business or establishment or commercial property.

Commercial solid waste service shall mean the collection and disposal of garbage, trash, recycling, construction and demolition debris, solid and process waste for all commercial accounts.

Container shall mean a durable plastic or other suitable material container of the type commonly sold as a garbage can, including wheeled containers, having a capacity of 96 gallons, sufficiently strong for workmen to empty conveniently, or may be lifted, and a plastic top with handle, and so constructed as to permit the free discharge of its contents. The container must not have any inside structures such as inside bands and reinforcing angles or anything within the container to prevent the free discharge of the contents. The container shall be free of jagged or sharp edges.

Condominiums, or condominium buildings, shall be deemed to mean any building or structure that evidences that form of ownership of real property which is created pursuant to the State of Florida Condominium Act, which is comprised of units that may be owned by one or more persons, and in which there is appurtenant to each unit an undivided share in common elements. Any condominiums with three or more dwelling units therein shall be classified as commercial establishments for purposes of this chapter.

Ordinance No. _____

Construction and demolition debris shall mean materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project, and including rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. For purposes of this chapter, construction and demolition debris shall be classified as "solid waste." Further, mixing of construction and demolition debris with other types of solid waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as solid waste. The term "solid waste" shall also include mixing of the following:

(a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;

(b) unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted; non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and

(c) De minimis amounts of other non-hazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

Construction and demolition debris collector shall mean any exclusive commercial solid waste franchisee who collects, transports or disposes of construction and demolition debris and shall be subject to a registration fee as provided for § 403.7046, Fla. Stat.

Construction dumpster or roll-off shall mean an approved open metal container without wheels, with capacity up to 40 cubic yards, used at construction sites for the purpose of removing construction and demolition debris, which includes rock, metal and other materials which are heavy in weight or substantial in size, used in connection with a construction and/or demolition project.

Container shall collectively mean a construction dumpster, dumpster, roll-off or cart-on-wheels used for commercial accounts,

Containerized waste shall mean and include refuse, not to include garbage as defined herein, which is placed in cans, plastic bags, and/or bulk containers not exceeding three feet in length or weighing more than 50 pounds.

Contractor or franchisee shall mean a private solid waste firm that is granted an exclusive right to remove and dispose of solid waste from commercial accounts and residential units pursuant to the provisions of this chapter.

Curbside shall mean the area between the sidewalk and the street edge or, in areas without sidewalks, the area between the edge of the traveled portion of any public or private street and the property line.

Department shall mean the city department of public works.

Director shall mean the director of the department of public works.

Discarded building materials and fill shall be considered waste and come within the purview of this chapter.

Dumping shall mean to throw, discard, place, deposit or bury any litter and/or refuse except where permitted.

Dumpster shall mean an approved metal container on wheels with a tightfitting solid top and a minimum capacity of one cubic yard.

Ordinance No. _____

Enforcement officer shall mean designated agents of the city manager, or franchisee, acting by and through him/her, including but not limited to, code enforcement inspectors, police officers, outside consultants and other third parties as may be chosen by the city manager or franchisee.

Franchisee or contractor shall mean a private solid waste firm that is granted an exclusive right to remove and dispose of solid waste from commercial accounts and residential units pursuant to the provisions of this chapter.

Franchise agreement shall mean an exclusive agreement between the city and a qualified firm to provide commercial solid waste services, as defined in this chapter, within the city.

Franchise fees shall apply to commercial accounts and include, but not be limited to, a percentage of gross revenue received, various one-time fees and temporary roll-off/container permit fee(s).

Fiscal year shall mean the 12-month period beginning October 1st.

Garbage shall mean all kitchen refuse generated from a residential unit.

Gross revenue received shall mean all monies resulting from all transactions and activities, within the city, in the franchisee's regular course of business and trade including garbage, industrial, solid waste, used cooking oil waste, environmental charges and fees, containerized waste, equipment rental and leasing, fuel surcharge, construction and demolition debris, roofing materials, trash, litter, maintenance, compactors, refuse and/or rubbish collection removal and disposal services rendered, hand bag collection, recycling, or from any other source related directly or indirectly from waste collection services, including, but not limited to, all income derived from leasing and renting of real or tangible personal property, the use of dump trucks, grapping trucks, roll-off trucks, trailers, roll-off's, boxed in, framed, fenced in, or otherwise designated storage areas, etc., containers, bagsters, chutes, and any other vehicles and equipment used for collection and disposal of any debris by the franchisee, exclusive of taxes as provided by law, whether wholly or partially collected within the city and less bad debts. *Gross revenue received* shall not include income derived from the transportation, storage, treatment, collection, and removal of biomedical, biological, or hazardous waste as herein defined.

Hazardous waste shall mean solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under chapter 497 of Florida Statute.

Health and safety concern shall mean any inefficient and improper method of managing solid waste collection which creates a hazard to the public health, causes pollution of air and water resources, constitutes a waste of natural resources, has an adverse effect on land values and creates public nuisances.

Household shall mean the whole or any part of a residential unit.

Householder shall mean a single person or head of a family using a household for himself or his family.

Illegal dumping shall mean the unauthorized placement of bulky waste or trash at the curbside or other public right-of-way by any person outside of the scheduled time. In certain circumstances, this may also apply to private property.

Industrial waste shall mean the waste products of canneries, water houses or packing plants, condemned food particles, agricultural waste products, waste and debris from brick, concrete block, roofing, shingle or tile plants, debris and waste accumulated from land clearing, excavation, building, rebuilding and all alteration of buildings, structures, roads, streets, sidewalks or parkways, and any waste materials which, because of their volume or nature, do not lend themselves to collection and incineration commingled with ordinary garbage and trash, or which, because of their nature or surrounding circumstances should be, for reasons of health or safety, disposed of more often than the city collection service schedule provides for other types of garbage or waste.

Ordinance No. _____

Municipal city service shall mean a special assessment lawfully imposed by the city against assessed property to fund all or any portion of the cost of the provision of solid waste service and water and sewer service.

Municipal solid waste shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, trash, waste, bulky waste, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Source separated recovered materials, as defined in this chapter, are not solid waste.

Municipal solid waste fee shall mean a special assessment lawfully imposed by the city against assessed property to fund all or any portion of the cost of the provision of solid waste and recyclable materials collection and disposal services, facilities, or programs providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the assessed property.

Municipal solid waste service shall mean the collection and disposal of solid waste from all residential units.

Noncombustible refuse shall mean refuse materials that are unburnable at ordinary incinerator temperature (800 degrees through 1800 degrees Fahrenheit), such as metals, mineral matter, large quantities of glass or crockery, metal furniture, auto bodies or parts, and other similar materials or residues not usual to housekeeping or to the operation of stores or offices.

Public nuisance shall mean a container which appears to be utilized for commercial solid waste collection without a city franchise agreement and poses a threat to the health and safety of the community.

Recovered materials shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.

Recyclable material shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

Recycling shall mean any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products

Residential unit shall mean any approved structure, with a certificate of occupancy, used or constructed or modified or adopted for use as a single-family dwelling, duplex, cluster housing, townhouse or multiple-family apartment building or other similar structure containing four or fewer residential units, and which is located on a single lot, parcel or tract of land that is billed for municipal city service. Each dwelling unit of a duplex, cluster housing, townhouse, or multiple-family building or other similar structure shall be deemed a separate residence and billed separately for municipal city service.

Roll-off or construction dumpster shall mean an approved open metal container without wheels, with capacity up to 40 cubic yards, used at construction sites for the purpose of removing construction and demolition debris, which includes rock, metal and other materials which are heavy in weight or substantial in size, used in connection with a construction and/or demolition project.

Rubbish shall mean shrubbery, trees, palm fronds, and trimmings or limbs therefrom, and other combustible material too large to be deposited in trash cans for collection.

Salvage materials shall mean recovered materials.

Sludge shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air

Ordinance No. _____

pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

Solid waste shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, trash, waste, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Source separated recovered materials, as defined in this chapter, are not solid waste.

Source separated shall mean recovered materials that are separated from solid waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of recovered materials be separated from each other, and recognizes de minimis solid waste, in accordance with industry standards and practices, may be included in the recovered materials. Materials are not considered source separated when two or more types of recovered materials are deposited in combination with each other in a commercial collection container located where the materials are generated and when such materials contain more than ten percent (10%) waste by volume or weight; said materials will be considered solid waste. For purposes of this chapter, the term "various types of recovered materials" shall mean metals, paper, glass, plastic, textiles, and rubber.

Special waste shall mean solid waste that can require special handling and management, including, but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, and biological wastes.

Special waste handling fee for trash and bulky waste shall mean the cost for residential collection service outside the normal collection schedule. Effective January 1, 2016, the fee will be twenty-three dollars (\$23.00) per cubic yard with a minimum five (5) cubic yard charge of one hundred and fifteen dollars (\$115.00). Said fee shall be reviewed annually by the city manager and subject to change with city commission approval.

Transfer Station shall mean a disposal site, maintained by the department or franchisee, where householders of the city may deposit bulky waste, trash and/or rubbish.

Trash shall mean small, discarded materials from around the premises, such as cans, glass, paper, paper cartons and other materials which can be deposited in the approved trash cans for collection, and lawn clippings, grass cuttings, leaves and small trimmings that are limited to being placed in the approved ninety-six (96) gallon garbage cans without protruding therefrom.

Waste shall mean trash and garbage.

Sec. 11-2. - Administrative regulations authorized.

In order to implement the provisions of this chapter, the public works department shall from time to time promulgate rules and regulations, as authorized by section 2-83 of this Code, regarding municipal solid waste collection, whether by the city or by a private contractor. Departmental rules and regulations shall be distributed to all prospective contractors in accordance with the applicable procurement process.

Sec. 11-3. - Prima facie evidence of accumulation of municipal solid waste.

Occupancy of any residential unit or any commercial property located in the city waste service area shall be prima facie evidence that garbage, waste, trash, bulky waste or other refuse is being produced or accumulated upon such premises.

Sec. 11-4. - Applicability to residential, commercial uses.

Ordinance No. _____

The provisions of articles I and II of this chapter shall apply to both residential and commercial uses and premises in the city unless expressly limited to one or the other; provided, however, that if the application of any provision in said articles to commercial uses would conflict with any franchise for the collection of commercial waste or any regulation of the department of public works relating to the franchised collection of commercial waste, such franchise or regulation shall prevail.

Sec. 11-5. - Only city or contractor to collect and dispose of municipal solid waste.

Except as otherwise provided herein, the department of public works, or contractor shall exclusively collect all municipal solid waste from residential units within the city and dispose of same as permitted by law. No municipal solid waste shall be collected or disposed of in the city by any other person. No owner or lessee of any property shall on behalf of any tenant or occupant collect or dispose of municipal solid waste produced or accumulated on said property.

Sec. 11-6. - Storage, removal of waste for salvage or resale.

Materials that are baled or otherwise tightly contained may be removed by the owner or a person under contract to the owner for salvage or resale if the owner is receiving substantial payment for same; provided that the owner or contractor has a valid permit from the city for the collection and disposal of salvageable materials. All remaining materials shall be considered municipal solid waste and shall be removed by the department of public works or contractor in a manner consistent with industry standards and regulations.

Sec. 11-7. - Offensive or dangerous accumulations.

No municipal solid waste shall be permitted to accumulate so as to comprise a nuisance, fire hazard, breeding place for flies or other insects, or harbor for rodents or health and safety concern.

Sec. 11-8. - Burning, burying, etc.; use as animal, fowl or fish food; transporting.

No municipal solid waste shall be burned, buried, placed around shrubbery or trees, or used as animal, fowl or fish food, or transported upon the streets or public highways of the city. The burning, burying, placing around shrubbery or trees, using as animal, fowl or fish food, or transporting on the streets or public highways of the city of municipal solid waste, shall constitute prima facie evidence of violation of this chapter by the householder or manager of the premises on which the same shall have occurred or from which the same shall have been transported. The presence of ashes, charred wastes and like substances on the premises shall constitute prima facie evidence of burning. This section shall not prohibit transportation by a contractor.

Sec. 11-9. - Regulation of containers; duty to provide.

The department of public works shall regulate the number, type, size and construction of all waste containers which are placed for collection, whether by the city or by a contractor. It shall be the duty of each occupant at a residential unit or commercial property, or from same, which waste is generated or accumulated, to properly maintain containers in accordance with applicable regulations.

Sec. 11-10. - Removal prohibited except from approved containers.

Neither the department of public works or a contractor, shall remove waste that is not in an approved container.

Ordinance No. _____

Ord. No. 2-2-1)

Sec. 11-11. - Containers to be kept covered.

Containers shall be kept tightly covered at all times except when actually placing waste in them or removing it therefrom.

Sec. 11-12. - Containers to be grouped, accessible.

Containers for the use of the same building or structure, if more than one, shall be placed within five (5) feet of each other, and where easily accessible to waste collectors.

Sec. 11-13. - Distance of residential containers from street.

In no event shall residential containers be kept in a place farther removed from the abutting public street or road than a distance established by the department of public works.

Ord. No. 2-2-1)

Sec. 11-14. - Curbside placement; emergency; improvement of collection procedure; conditions.

- (a) *Curbside placement.* Whenever, because of strike, natural calamity, or other emergency, or if the city manager determines that it is necessary to improve the collection of garbage and trash service or to provide for increased financial efficiency of the service, the city manager may order all or any designated garbage or trash customer within defined areas to place garbage and trash containers at the front property line or curb on the day of scheduled collection, by notice set forth in the preceding monthly billing. Notice shall state the effective date for curbside placement. The manager may establish all necessary rules to provide for safety, uniformity, sanitation and aesthetics relating to collection and placement of container. The manager's order shall remain in full force and effect unless modified or rejected by resolution of the city commission.
- (b) *Domestic garbage.* Garbage and trash containers are hereby required to be placed on the front property line or curb on the day of scheduled collection. Such containers shall be returned to their normal place within twenty-four (24) hours after the scheduled collection date. Containers may be placed at locations other than stated above with the approval of the city manager. Those containers and locations not approved will not be picked up. Containers in approved locations will be emptied as determined by the city manager.
- (c) *Conditions.* When ordered by the city manager receptacles and containers shall be provided by the customer being serviced, except in areas where service is affected by automated collection systems. In such areas, the initial automated system containers shall be specifically designated by the city and shall be used exclusively for collection purposes. The customer shall be responsible for the maintenance of all receptacles or containers in good condition and shall provide cleanliness and repair. All receptacles and containers shall be provided with covers sufficiently tight to prevent animals, flies or other insects from having access to the contents of the receptacles. Receptacles or containers in which wet garbage or trash matter is placed shall be watertight. All receptacles and containers shall be subject to the approval, inspection or condemnation by the public works department.
- (d) *Separation of garbage, yard trash and rubbish.* The city manager may order garbage to be differentiated from garden trash and rubbish when placed in receptacles or containers for collection, otherwise, garbage, garden trash and rubbish may be commingled for placement in containers or receptacles for collection purposes.

Ord. No. 2-2-1)

Ordinance No. _____

Sec. 11-15. - Placing on right-of-way or private property prohibited generally.

Except as otherwise provided herein, no rubbish, garbage, trash, bulky waste or waste of any type shall be placed or deposited within the right-of-way of any public road or upon any private property within the city limits except on those properties licensed and zoned specifically for said purpose. This section shall not apply to the deposit or placing of waste materials, rubbish, bulky waste or trash on any property by any governmental agency or utility, or by persons permitted to deposit building materials and fill in the course of construction or of the reclamation of any land within the city as may be permitted by the city manager pursuant to permits authorized by this Code.

Sec. 11-16. - Permit to place on private property.

- (a) *Required.* Notwithstanding the provisions of section 11-15, rubbish, garbage, trash, bulky waste or waste may be placed or deposited on private property upon obtaining a permit from the city manager or designee and utilizing the franchisee for collection.
- (b) *Application.* No permit authorized by this section shall be issued by the city manager or designee until an application has been filed therefor, specifying the property to be used and accompanied by the following:
 - (1) An affidavit designating the nature of the materials to be disposed of executed by the person disposing of same.
 - (2) The written authorization of the owner of the property permitting disposal.
 - (3) Payment of a fee in the amount as presently established or as hereafter adopted by resolution of the city commission.
- (c) *Duration, form, posting.* No permit shall be valid for more than ninety (90) days from the date of its issuance. All permits shall be on a form acceptable to the city manager and a true copy of the permit shall be affixed on a stake within five (5) feet of the materials deposited closest to a public road.
- (d) *Denial.* The city manager or designee may refuse the issuance of any permit where it appears that the applicant has caused materials to be placed or deposited on any public or private lands within the city without having obtained a permit from the city manager or designee prior thereto. Appeals from the refusal of the city manager or designee to issue any permit shall be in accordance with the provisions of this Code.

Sec. 11-17. - Placement, removal of rubbish, bulky waste from residential units.

Section 11-15 shall not apply to rubbish or bulky waste placed only within the right-of-way of a public road immediately abutting property owned, leased or under the control of a householder paying fees for the collection and removal of municipal solid waste to the city, provided that tree trunks or branches of trees shall be cut into lengths not exceeding five (5) feet; and that no single piece of rubbish or bulky waste shall exceed fifty (50) pounds of weight. Said placement and removal shall be limited to four (4) times per calendar year per residential unit effective January 1, 2016 and placed the weekend before the scheduled collection day. No rubbish shall be removed from the premises by the department of public works or contractor, unless it is the scheduled collection date for the area or the householder shall first notify the department of public works or contractor and request a special collection removal. The department of public works or contractor shall, in its discretion, designate the time of the special collection removal and a special handling fee shall be assessed. Effective January 1, 2016, the cost for this service will be twenty-three dollars (\$23.00) per cubic yard, and there will be a minimum five (5) cubic yard charge of one hundred and fifteen dollars (\$115.00). Said charge shall be reviewed annually by the city manager and shall be subject to change with city commission approval

Ordinance No. _____

Sec. 11-18. - Responsibility for removal of industrial and noncombustible waste.

Industrial waste and noncombustible waste shall be disposed of in the manner and in such locations as are prescribed by the director of public works. Removal of industrial waste and noncombustible waste not subject to removal by the city, or any franchise of the city, shall be the responsibility of, and at the cost of, the owner, occupant, operator or contractor creating or causing the accumulation of such material. Upon approval of the director of public works, collection and disposal of the aforementioned waste may be undertaken by the city, or franchisee, at the expense of the owner, occupant, operator or contractor, provided that such collection and disposal does not interfere with other waste collection operations. Said collection and disposal will incur a special handling fee, plus administrative costs, that may be assessed to the property owner.

Sec. 11-19. - City not responsible for building debris, furniture, vegetation cut before occupancy.

The city shall not be responsible for collecting or hauling discarded building material, dirt, rock or discarded furniture from private property. It shall not be responsible for collecting or hauling trees, bushes or other vegetation cut on private property, before a certificate of occupancy is issued and no more than quarterly per calendar year for residential units as described in this chapter.

Cross reference— Duty to clean building site, § 7-10.

Sec. 11-20. - Residential disposal of boxes, cartons.

All boxes and paper cartons originating from households shall be torn apart, flattened out, and placed in a waste container in order to qualify for collection by the city.

Sec. 11-21. - Materials or liquids other than waste prohibited in containers.

No materials or liquids other than wastes ready for removal shall be kept in waste containers.

Sec. 11-22. - Garbage to be drained and wrapped.

All garbage must be thoroughly drained of liquid matter and shall be well wrapped in paper before being deposited in containers.

Sec. 11-23. - Deposit of feces.

No human feces shall be placed in waste containers. Animal feces must be well wrapped in paper.

Sec. 11-24. - Disposal of animal carcasses.

Carcasses of small animals shall be wrapped in paper and tied and placed in waste containers for removal. Disposal of larger carcasses shall be the responsibility of the householder or manager.

Sec. 11-25. - Deposit of dangerous substances.

Ordinance No. _____

All glass, razor blades, and all other like materials shall be securely wrapped so as to prevent personal injury to collectors and shall be deposited in waste containers. No hot ashes, tar, grease, chemicals, poisons or other materials offering a hazard to the collectors shall be placed in waste containers.

Sec. 11-26. - Hazards in way of collectors.

It shall be unlawful to permit hazards in the line of ingress or egress of waste collectors.

Sec. 11-27. - Structure foundations must be demucked.

- (a) All structure foundations must be demucked in accordance with the South Florida Building Code. An engineer's soil compaction certificate is required before a building permit is issued.
- (b) Only clean fill, limited to crushed limerock, sand, dirt, concrete debris and other environmentally acceptable materials which comply with the South Florida Building Code will be permitted.
- (c) The following materials are not acceptable: Petroleum products and by-products; roofing materials; lumber or wood; furniture; glass, aluminum, trees or parts of trees; cut vegetation; rubber; wire or cable; insulation materials; plastic materials; fabric materials; trash and garbage.
- (d) Any person violating any of the provisions of this section shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment in the county jail for a period not to exceed sixty (60) days, or by both a fine and imprisonment at the discretion of the court.

Sec. 11-28. - Disposal of tires; requirement for identification of tires with business occupational license number.

All businesses disposing of tires shall prior to disposal imprint, emboss, or identify with indelible ink or paint on each tire the occupational license number of said business. The occupational license number shall be placed in a conspicuous place on the tire to be readily identifiable.

Secs. 11-29—11-36. - Reserved.

ARTICLE II. - CHARGES FOR ASSESSMENT OF RESIDENTIAL COLLECTION

Sec. 11-37. - When charges commence; continuation during temporary vacancy.

Waste fees shall be chargeable upon occupancy or upon the initial connection of permanent electrical utility service or water service to the property or whenever the first waste pickup from the property is made by the city or by its contractor, whichever shall first occur. Waste fees shall remain chargeable against any property during the period any of the foregoing services are supplied to the said property, notwithstanding that a temporary vacancy may occur.

Sec. 11-38. - Responsibility for payment.

The failure of any owner to make the payments as required by this chapter shall not relieve the householder or manager of a commercial account from the necessity of doing so; nor shall the failure of any such householder or manager to make such payments relieve the owner from the necessity of doing so. Compliance by the owner with the requirements hereof shall relieve the householder or manager of a

Ordinance No. _____

commercial account and compliance by the householder or manager of a commercial account shall likewise relieve the owner or owners. Non-compliance by either shall not excuse the other.

(Code 1955, § 11-39)

Sec. 11-39. - Separation of household and commercial accounts.

No commercial account within the meaning of this chapter, even though located in an apartment house, shall be considered a part of the apartment, but shall be treated as a separate commercial account. Neither shall a household within the meaning of this chapter, even though located in a commercial building, be considered as a part of the commercial account but shall be treated as a separate household and pay the rates prescribed for households.

(Code 1955, § 11-40)

Sec. 11-40. - Schedule of residential charges.

A schedule of charges shall be prescribed by ordinance from time to time, which shall be kept on file in the city clerk's office.

(Code 1955, § 11-40(a))

Sec. 11-40(a). - Residential solid waste assessment.

All residential units shall be billed for services provided herein through a non-ad valorem assessment on their tax bill and shall be subject to the provisions thereof.

The city manager shall review this assessment annually and determine whether to recommend a modification of same for city commission approval.

(Code 1955, § 11-49)

Sec. 11-49. - Lien for city charges.

Each garbage, trash or waste fee charged pursuant to this Code for collection by the city is hereby made a lien on the premises benefited by the services of the city. Notice of lien shall be mailed by certified mail to the property benefited. The lien on the premises benefited shall be certified to and filed with the clerk of the circuit court of Dade County, Florida, in the manner provided for liens generally. The lien for said services with interest and penalties allowed by law shall be collected as other municipal taxes are collected and enforced and may be foreclosed in the manner provided by law.

(Code 1955, § 12-56)

Sec. 11-53. Residential Solid Waste Assessment.

- (a) The solid waste assessment for each residential unit in the city shall be approved by city commission.
- (b) The city manager may annually review the residential solid waste assessment and recommend a modification to this assessment for city commission consideration and approval as necessary.
- (c) Further, the enforcement officer is empowered with the authority to assess fees for illegal dumping that constitute a lien on the premises benefited by the services of the city or its contractor. Notice of the lien shall be mailed by certified mail to the property benefited. The lien on the premises benefited shall be certified to and filed with the clerk of the circuit court of Dade County, Florida, in the manner provided for liens generally. The lien for said services with interest and penalties allowed by law shall be collected as other municipal taxes are collected and enforced and may be foreclosed in the manner provided by law.

Ordinance No. _____

Sec. 11-64. - Franchise required; relative rights of franchisee and city.

- (a) The city shall issue an exclusive franchise agreement to engage in commercial solid waste service, provided that an applicant for said franchise agreement shall, in the judgment of the city commission, be qualified to serve in such capacity, and further provided that said applicant for said franchise shall meet the specifications set forth in this article as a condition for the issuance of said franchise agreement, and such other specifications and requirements as the city commission may from time to time promulgate. The city retains all of the powers of a municipality of the State of Florida, for the exercise of its police power governing the health and welfare of its citizens for the purpose of reviewing the services rendered to the commercial, multifamily and nonresidential accounts, the maintenance of rate schedules, method employed for the accumulation and removal of waste, and the imposition of penalties for failure to render service to particular commercial accounts or the violation of the provisions of this Code.
- (b) The city manager or designee shall, with the successful applicant, have the power to establish the type, frequency and amount of solid waste collection service needed and to be rendered to all areas of the city and to promulgate rules and regulations not inconsistent herewith. Further, the city manager or designee, along with the franchisee, is authorized to implement the terms of the franchise so that questions of use of public streets, problems of access to customers for service which might arise from time to time, complaints, if any, and other questions can be justly and expeditiously resolved. The city shall provide means of egress and ingress to points to be collected by the franchisee and require the cooperation of its citizenry and commercial establishments in implementing the services provided by this article.
- (c) The franchisee shall not be authorized to assign its license or subcontract any portion thereof without the specific written consent of the city.
- (d) The city shall determine the monthly rate schedule for service of all accounts in the city and said rates shall be binding, upon mutually consent, with the franchisee. The rate schedule shall be subject to review once a year at each anniversary date of the franchise agreement. The franchisee may petition the city commission for a change in the scheduled rates and shall submit proper proof and substantiation to the city commission which, in its discretion, may amend the schedule of the rates applicable to the franchisee.
- (e) The city manager, or franchisee, shall be assigned the responsibility for enforcement of commercial solid waste collection procedures enumerated herein.

Sec. 11-65. - Applications and forms.

The public works department shall prepare all forms for applications and vehicle permits, review and approve applications for licenses for waste service by private waste contractors. It shall be the obligation of the private waste contractor to have all forms accurately completed and submit same to the public works department for its review and approval, and transmittal to the city manager.

Sec. 11-66. - Collection standards; dumpster location; dumpster size and frequency; noncompliance; grounds for revocation.

Ordinance No. _____

- (a) All work relative to the collections contemplated in this article shall be performed as scheduled in a workmanlike manner. Upon completing each collection permitted hereunder, the franchisee shall properly replace all dumpsters and containers and leave the premises so serviced in a litter-free and sanitary condition.
- (b) The director or director's designee is hereby required and granted full power and authority to designate the location of dumpsters and the number of dumpsters to be kept at each location. All dumpsters shall contain the identification of the franchisee and must be clean, kept closed, and free of graffiti. Any dumpster which do not conform to the provisions of this chapter or which contain other defects likely to hamper the collection of or injure the person collecting the contents or any dumpster other than the ones provided by franchisee thereof are illegal. Such dumpsters pose a health and safety concern and shall be promptly replaced by the owner or franchisee upon receipt of written notice. At no time will the department service any such illegal dumpsters. After notification, illegal dumpsters that pose a health and safety concern shall be removed at the discretion of the director or his/her designee in accordance with this chapter.
- (c) For multi-family dwellings the contract must specify a minimum of a two cubic yard (2 CY) dumpster of sufficient capacity so as to avoid overflowing conditions with a minimum twice per week collection; two true and accurate copies of said contract shall be furnished to the director or his/her designee. The dumpster must be capable of holding a minimum of one week's collection of solid waste for the number of units or size and activity of business establishment being served.

The following standards for dumpster size and frequency of collection are presented merely a guide.

# of Units	Dumpster Capacity	Minimum Frequency
5—8	2 cy	2 x week
9—16	4 cy	2 x week
17—32	6 cy	3 x week
33—48	8 cy	3 x week
Over 48	8 cy	5 x week

Note: Frequency will increase depending on health and safety concerns and mutually agreed to terms and conditions of the franchisee and customer. All equipment utilized by a franchised private hauler shall comply with the requirements and provisions of this chapter. All dumpsters shall be screened from the direct view of the adjacent property owner. The department reserves exclusively the right to collect solid waste from any city governmental facility, or any facility constructed or erected on city-owned or leased property, regardless of location.

- (d) If the director of the public works department shall determine that the franchisee has failed to comply with the provisions of this article or the rules and regulations established and authorized, he shall notify the offending franchisee, in writing, by certified mail, and demand that such franchisee cause the violation to be remedied within five (5) days. If the violation is not remedied within the prescribed time, the director of the public works department shall certify such noncompliance to the city

Ordinance No. _____

manager, who shall thereupon, proceed according to chapter 13, article II of this Code, revoke the franchise agreement.

Sec. 11-67. - Waste vehicle permits.

Franchisees shall be required to have valid vehicle permits for each collection vehicle. Each vehicle shall display said permit in a prominent and easily visible location.

Sec. 11-68. - Inspection of vehicles.

All vehicles shall be properly inspected by the appropriate governmental agencies. As necessary, the public works department may inspect all vehicles for safety, cleanliness and proper licensing and etc.

Sec. 11-69. - Marking of vehicles.

Each vehicle operated within the city under this article shall be conspicuously marked on both sides of the vehicle in stenciled letters in an area of not less than thirty (30) inches by fourteen (14) inches with the following information:

Top line: City of Opa-locka, license number _____.

Second line: The licensee's name.

All markings shall be approved by the public works department of the city: (Code 1955, § 12-48)

Sec. 11-70. - Application for franchise agreement; requirements and conditions.

Every individual, firm, corporation, partnership, association, organization or any other group acting as a unit, interested in a franchise agreement shall submit an application for such agreement to the city manager or designee as part of a request for proposal (RFP) issued by the city. Such RFP shall include some of the following:

- (a) Be a written statement upon the form provided by the city. The form shall be sworn to by the applicant before a notary public of this state, as to the time of the statements contained therein.
- (b) Require the disclosure of all information necessary in compliance with this article.
- (c) Be accompanied by a certified check for the total amount of the fees chargeable for such application. All non-refundable fees shall be held by the city manager until a final determination is made as to the issuance of a franchise agreement.
- (d) The successful applicant shall be able to post a performance bond in the amount of two hundred thousand dollars (\$200,000.00), should the city decide that such bond is necessary to guarantee performance.
- (e) To demonstrate ability to perform by the franchisee, the applicant shall submit certification by letter or statement, to a current date, by a certified public accountant showing the applicant to have a net worth of at least five hundred thousand dollars (\$500,000.00). Said statement shall further reflect that the applicant or its principal officers have had at least a minimum of five (5) years of experience in commercial waste collection.
- (f) The successful applicants must have, in order to maintain the franchise agreement, an office and/or place of business in the city for visits by city residents.
- (g) The applicant must be an equal opportunity employer.

Ordinance No. _____

Ord. 13-12-71

Cross reference— Surety bonds generally, § 2-84.

Sec. 11-71. - Prerequisites to license issuance.

(a) The applicant(s) for a franchise agreement under this article, or if an individual, firm, corporation, partnership, association, organization or any other group acting as a unit, any person having any financial, controlling or managerial interest therein, shall be of good moral character. In making such determination the following shall be submitted by the applicant:

- (1) *Name and business address:* If the applicant is a partnership or corporation, the names and business addresses of the principal officers and stockholders, and other persons having any financial or controlling interest in the partnership or corporation.
- (2) *Fingerprints:* All applications shall be accompanied by fingerprints of the applicant, if an individual, and if the applicant is other than an individual, then the fingerprints of the principal controlling officers of the applicant shall be furnished. Such service shall be provided to the applicant by the city police department.
- (3) *Penal history:* A record of all convictions, reasons therefor, sentence imposed for each such conviction, and the demeanor subsequent to the last such conviction shall be provided by the applicant. If the applicant is other than an individual, then the principal controlling officers of the applicant shall provide the aforesaid information upon the forms approved by the city.

Each such applicant as hereinbefore defined shall execute written consent, upon forms provided by the city, to be sworn to by such applicant before a notary public of this state, authorizing any and all agencies, organizations and governmental bodies, federal, state and local, to release and disclose all records pertaining to the information requested in this section and in subsections (4) and (5) hereunder to the city, and said written consent shall authorize the public disclosure of all such information and records. The police department of the city shall thereafter review such record and, if merited, issue a certificate of compliance indicating the satisfactory demeanor of such individuals and listing a record of conviction(s).

- (4) *Franchisee history:* A franchise history of the applicant, setting forth whether or not such applicant previously operated in this or another state under a franchise, and whether the applicant has had such agreement revoked or suspended, and if so, the reasons for said revocation or suspension shall be set forth.
 - (5) *General personal history:* The applicant shall provide such other facts as are thought to be relevant to the general personal history of any applicant. If the applicant is other than an individual, then the applicant shall provide such other facts as are thought to be relevant to the general personal history of the principal controlling officers of the applicant.
- (b) The application setting forth the penal history, license and general personal history of the applicant, individual or otherwise, shall be reviewed by the city for the purpose of determining the moral character of the applicant. Good moral character shall be determined by:
- (1) General traits, reputation as to sobriety, honesty, loyalty, trustworthiness, reliability and discretion of the applicant;
 - (2) The associations, type of persons, groups, organizations or movements with which the applicant has been associated;
 - (3) The nature of the offenses for which the applicant was convicted, if any, the sentences imposed thereon, the demeanor of the applicant following the conviction, and/or release from any incarceration imposed therefrom, and the rehabilitation of said applicant into society;
 - (4) The previous franchise history of the applicant, if any, as attested to by the city manager or city clerk;

Ordinance No. _____

- (5) Investigation of the city may include, but not be limited to, neighborhood investigations, credit agencies, the records of law enforcement agencies, and other sources of recorded information.
- (c) The application shall be accompanied by a certificate of approval furnished by the director of the department of public works to the effect that he is satisfied as to the following:
 - (1) The adequacy of the equipment to be used in compliance with the requirements of this article.
 - (2) The method of collection to be employed.
 - (3) The refuse dump, incinerator plant or other place, means or location indicated, in writing, by the licensee to be used for final disposal.

or Sec. 5-50

Sec. 11-72. - Franchise issuance.

The city manager shall issue the franchise agreement approved by the city commission.

or Sec. 5-51

Sec. 11-73. - Insurance required.

Before actually commencing business, the franchisee shall obtain the following insurance from a firm with a minimum rating of "A3" from Moody's Investor Service and shall furnish the original liability policy to the city clerk with a certificate of insurance for all policies written in the franchisee's name. This certificate shall provide that the policies contain an endorsement requiring that the city shall be furnished, within ten (10) days, written notice by registered mail prior to cancellation or material change in any policy. The sufficiency of the insurance shall be certified by the city manager prior to commencing business. Termination of insurance coverage shall automatically terminate the right of the franchisee to operate within the city.

- (a) *Worker's compensation:* The franchisee shall carry, with a company authorized under the laws of the State of Florida, a policy to protect against liability under the workmen's compensation and occupational diseases statutes of the State of Florida.
- (b) *Automobile liability insurance:* The franchisee shall carry, in his own name, a comprehensive policy to insure the entire automobile liability of his operations with limits not less than one hundred thousand dollars (\$100,000.00) each person and three hundred thousand dollars (\$300,000.00) each accident bodily injury liability, and fifty thousand dollars (\$50,000.00) each accident for property damage liability per vehicle. In addition to the above insurance there must be excess coverage to at least one million dollars (\$1,000,000.00).
- (c) *General liability:* The franchisee shall carry, in his own name, a comprehensive liability policy for his operations other than automobile with limits of at least one hundred thousand dollars (\$100,000.00) for each person and three hundred thousand dollars (\$300,000.00) for each accident bodily injury liability, and fifty thousand dollars (\$50,000.00) each accident for property damage liability.
- (d) *Liability of the city.* The above insurance requirements shall not be construed as imposing upon the city, or any official or employee, any liability or responsibility for damages to any person injured or any property damaged by a franchisee.

or

Sec. 11-74. - Power of city to regulate charges.

The city will regulate the prices to be charged by the successful applicant based on a monthly service charge for container and pickup fee per yard in the manner and in the amounts set forth in a resolution of the city commission kept on file in the city clerk's office.

Sec. 11-75. - Reports and payment of fees.

Ordinance No. _____

- (a) Commencing thirty (30) days after the date of the issuance of a franchise agreement hereunder and continuing monthly thereafter on the same day of each and every month, the franchisee shall file with the city manager, on forms approved by the city, a report under oath designating the names and addresses of the accounts serviced by said franchisee in the city for the preceding month together with the gross monthly service fee received from each said account, and shall pay to the city, monthly, and simultaneous with the filing of said report, a sum equal to twenty-eight per cent (28%) of the licensee's total gross monthly receipts as reflected on each such report
- (b) Commencing from city commission approval, the franchisee shall pay the city a seventy-five dollar (\$75.00) permit fee for every ninety (90) days for any and all construction dumpster or roll-off accounts. The ninety (90) day permit fee will not be included in gross revenue and may be charged as a pass through to the customer; however, the gross monthly fee will be applied to revenues generated from servicing such accounts. Upon the expiration of the ninety (90) days, the franchisee will have to re-submit a permit.
- (c) Commencing January 1, 2016, on an annual basis, the franchisee shall pay a permit per account fee of one-hundred dollars (\$100.00) for each permanent account contracted for commercial solid waste services. Said permit per account fee may be charged as a pass through to the customer and not included in gross revenue received.
- (d) As may be directed by the city manager, the franchisee may collect illegal dumping and separately charge the city for said solid waste service per contract as approved by the City commission. All tenants and/or owners of property receiving city collection service for illegal dumping shall receive written notification, with supporting documentation, for payment within five (5) days. This service of the city shall not exempt the property from imposition of lien for failure to pay for said services as provided by this chapter.
- (c) Commencing thirty (30) days after date of the issuance of a franchise agreement hereunder, the franchisee shall commence to file monthly reports with the city manager, indicating every commercial account acquired by said franchisee for service hereunder and the contract amount(s) for such service.
- (c) In addition to twenty-eight per cent (28%) of the gross receipts from the contracts derived from the collecting of commercial accounts from customers within the corporate limits of the city hereunder, and the ninety (90) day permit fee, the city shall also be entitled to annual occupational license fees from the franchisee, inspection fees, and liquidated compensatory damages for such accounts as the city may have had to service or caused to be serviced by franchisee other than for its failure to perform as required by this article.

5 .5.)

Sec. 11-76. - Term and option to renew franchise.

The franchise agreement is granted for a period of two (2) years subject to the provisions of this article, unless earlier terminated as a result of the failure of the franchisee to comply with the provision of this article and to provide effective and efficient service. The franchisee shall have an option to renew the franchise agreement on the same terms and conditions as may be modified and mutually agreed to, for a period of two (2) additional years, by exercising such option not less than one hundred and twenty (120) days prior to termination of the contract franchise in writing to the city. Notwithstanding the aforementioned, the city commission and franchisee may agree to terms and conditions beyond the two (2) additional years.

Sec. 11-77. - Payment of fees; delinquencies; appeal.

- (a) Trash, illegal dumping and permit fees for private waste collection shall be paid as provided in this article. In the event charges for services shall not be paid within thirty (30) days after billing, notice of delinquent payment shall be mailed by certified mail to the property benefited by such service, to the

Ordinance No. _____

attention of the owner or tenant thereof. All delinquent garbage, waste and trash fees shall bear interest from the date of delinquency at a rate of eighteen per cent (18%) per annum of the amount of the delinquency. Failure to receive payment in full within ten (10) days thereafter shall authorize the franchisee to discontinue service and pursue other legal remedies for collection.

- (b) Any person who disputes the amount of imposition of any trash or illegal dumping fee shall have the right of appeal, in accordance with section 2-570.31 (Hearing procedures before special master and code enforcement board).
- (c) All owners of property receiving collection service for discontinued service or illegal dumping abutting their property in the public right-of-way, may, upon written notification to the department of public works, have billing forwarded directly to the tenant served thereby, provided that said tenant has deposited with the city, the required waste collection deposit as provided by this Code. This service of the city shall not exempt the property from imposition of lien for failure to pay for said services as provided by this section. Delinquent notices of the tenants shall be sent to owners of property as well as tenants.
- (e) Payments of fees for discontinued service or illegal dumping shall be made in full within thirty (30) days from notification.
- (f) No refunds or discounts shall be made.
- (g) All payments pursuant to this chapter for discontinued service or illegal dumping shall be made to the city.
- (h) An official receipt shall be procured showing payment.
- (i) A copy of such receipt shall be retained by the city and shall be held available for inspection by authorized employees of the public works department.
- (j) The address on the receipt must be the same as the address where the discontinued service or illegal dumping was collected.
- (k) Any person who disputes the discontinued service or illegal dumping fees imposed for collection by the city shall have the right of appeal to the city commission. Appeal shall be taken by filing with the city clerk within ten (10) days after written notice mailed.
- (l) In the event any charge for city collection of waste shall become delinquent, the city shall give notice that the city shall exercise all remedies permitted by law five (5) days thereafter unless within that time a notice of appeal, including the grounds therefor, is filed with the city clerk. On receipt of said notice of appeal, the clerk will place it on the agenda for consideration at the next commission meeting, and give notice of the time and place of such meeting to the appellant. The commission shall determine the merits of the appeal after public hearing. In the event the appeal is denied, the city shall immediately exercise all remedies permitted by law.
- (m) All delinquent discontinued service or illegal dumping fees shall bear interest from the date of delinquency at the rate of eighteen per cent (18%) per annum.
- (n) Each discontinued service or illegal dumping fee charged pursuant to this Code for collection by the city is hereby made a lien on the premises benefited by the services of the city. Notice of lien shall be mailed by certified mail to the property benefited. The lien on the premises benefited shall be certified to and filed with the clerk of the circuit court of Dade County, Florida, in the manner provided for liens generally. The lien for said services with interest and penalties allowed by law shall be collected as other municipal taxes are collected and enforced and may be foreclosed in the manner provided by law.

Sec. 11-78 - Enforcement and administrative fees.

- (a) The enforcement officer shall have the authority to initiate enforcement proceedings, against any person, franchisee, licensee, firm, corporation or other legal entity who has not strictly complied with the provisions of this chapter.

Ordinance No. _____

- (1) If a violation of this chapter is determined, the enforcement officer shall issue a notice of violation to the violator, as provided in this Code. The notice shall inform the violator of the nature of the violation, the amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within ten days after service of the notice of violation, and that failure to do so shall constitute an admission of the violation and waiver of the right to a hearing.
- (2) A dumpster or roll-off/container from a non-franchisee or non-licensee shall be subject to seizure and impoundment. Written notice of the enforcement officer intent to seize the roll-off/container shall be posted to the roll-off/container which is subject to seizure and impoundment. The enforcement officer shall not seize any roll-off/container within ten (10) days from the posting of the written notice. In addition to posting notice, the enforcement officer shall also provide written notice of such seizure and impoundment to all persons, firms, corporations, or other legal entities, whom the enforcement officer knows, or with reasonable investigation should know, to have a legal interest in the subject roll-off/container by certified mail, return receipt requested, within 24 hours of posting notice. The written notice shall include the following:
 - a. The name of the enforcement officer issuing such notice.
 - b. The date upon which the notice was issued.
 - c. The date that the notice was posted to the roll-off/container.
 - d. The section number of the City Code or ordinance that has been violated.
 - e. Notice that the enforcement officer will seize and impound the roll-off/container in the event that the roll-off/container is not removed from the premises within ten (10) days from the date of the posting of the written notice.
 - f. Notice of the right to request a preliminary hearing, pursuant to this chapter to contest the seizure and impoundment of the roll-off/container.
 - g. Notice of the right to request a preliminary hearing, to contest the seizure and impoundment of the roll-off/container and immediately retrieve the roll-off/container from the enforcement officer upon the posting with the enforcement officer a cash bond in the amount of \$500.00, plus the administrative surcharge incurred for enforcement.
 - h. Notice of the right to waive the preliminary hearing and immediately retrieve the roll-off/container from the enforcement officer upon the payment of a \$500.00 penalty, plus administrative surcharge incurred for enforcement.
 - i. Notice that the failure to request a preliminary hearing within ten (10) days after the notice was mailed shall constitute a waiver of the right to a preliminary hearing pursuant to this chapter.
- J A roll-off/container that has been seized and impounded, which has not been returned to the owner or interested party by virtue of a preliminary hearing, final hearing, appeal, or payment of an administrative penalty, shall become the property of the city.
- (3) The enforcement officer shall immediately seize and impound a roll-off/container in the event the enforcement officer determines that said roll-off/container constitutes a public nuisance and poses a health and safety concern. Written notice of the enforcement officer's action shall be posted at the site where the roll-off/container was located. In addition to posting notice, the enforcement officer shall also provide written notice of such seizure and impoundment to all persons, firms, corporations, or other legal entities, whom the enforcement officer knows, or with reasonable investigation should know, to have a legal interest in the subject roll-off/container by certified mail, return receipt requested, within 24 hours of posting notice. The written notice shall include the following:
 - a. The name of the enforcement officer issuing such notice.
 - b. The date upon which the notice was issued.
 - c. The date that the notice was posted at the location where the roll-off/container was found.

Ordinance No. _____

- d. The section number of the City Code or ordinance that has been violated.
- e. Notice of the right to request a hearing, pursuant to this chapter to contest the seizure and impoundment of the roll-off/container.
- f. Notice of the right to request a hearing, pursuant to this chapter, to contest the seizure and impoundment of the roll-off/container and immediately retrieve the roll-off/container from the enforcement officer upon the posting of a cash bond in the amount of \$500.00, plus administrative surcharge incurred by the enforcement officer.
- g. Notice of the right to waive the hearing and immediately retrieve the roll-off/container from the enforcement officer upon the payment of a \$500.00 fine, plus administrative surcharge incurred for enforcement.
- h. Notice that the failure to request a hearing within ten (10) days after the notice was mailed shall constitute a waiver of the right to a preliminary hearing pursuant to this chapter.
- i. A roll-off container that has been seized and impounded, which has not been returned to the owner or interested party by virtue of a preliminary hearing, final hearing, appeal, or payment of an administrative penalty, shall become the property of the city.

de 1955, § 12-56)

ARTICLE III-A. - WASTE COMPACTING SERVICES

Sec. 11-79.1. - Short title.

This article shall be known as the "City of Opa-locka Waste Compacting Services Franchise Ordinance."

Sec. 11-79.2. - Legislative intent.

It is the purpose and intent of this article to provide, at the discretion of the City Manager, by franchise or agreement, for private companies to provide waste compacting services for all garbage, trash, rubbish and industrial waste generated by commercial establishments, manufacturing plants and non-residential producers, as may be designated by the city within the City of Opa-locka, Florida. With City Commission approval, the City Manager shall have the ability to include the reference commercial solid waste service as an additional scope of service to the commercial solid waste franchise agreement.

Sec. 11-79.3. - Franchise required; relative rights of franchisee and city.

- (a) The city may issue a franchise to engage in waste compacting services for commercial establishments, manufacturing plants and non-residential units within the city, provided that an applicant for said franchise shall meet the specifications set forth in this article as a condition for the issuance of said franchise, and such other specifications and requirements as the city commission may, from time to time, promulgate. The city retains all of the powers of a municipality of the State of Florida, for the exercise of its police power governing the health and welfare of its citizens for the purpose of reviewing the services rendered to the commercial establishments, manufacturing plants, and nonresidential accounts and may limit the number of franchises to be granted (and the city manager, may, when necessary, chose which franchisee shall receive a license), the setting of franchise rates, annual registration fees, methods employed for providing compacting services, and the imposition of penalties for failure to render service to particular commercial accounts or the violation of the provisions of this Code.
- (b) Franchisees for compacting services shall not engage in waste collection from commercial establishments, manufacturing plants and nonresidential units within the city or service these

Ordinance No. _____

establishments, plants or units in collecting garbage, waste and trash unless the franchisee has been awarded by franchise or agreement with the city the right to perform such services.

- (c) Franchisee(s) shall be required to pay the city an annual registration fee of one thousand dollars (\$1,000.00). No person or entity may engage in compacting services until said registration fee is paid and all other required documentation is completed and approved. A compact franchise agreement shall be for a period of one year, subject to the early termination provisions of subsection (e) below.
- (d) The franchise fee for compacting services shall be twenty-eight (28) percent of the gross monthly billings of a franchisee for compacting services performed within the city. The franchise fee rate shall be subject to review once a year on the anniversary of the passage of this article. Franchisees may petition the city commission at any time for a change in the franchise fee rate for all franchisees under this article.
- (e) The city commission may grant an exclusive franchise in the discretion of the city commission as part of a commercial solid waste franchise agreement pursuant to article III. If an exclusive franchise is granted under this article, all contracts which prior franchisees have entered with customers after November 14, 2001, (the date on which this article was proposed) and prior to the grant of the exclusive franchise shall be deemed terminated ninety (90) days after the city has signed a contract with the exclusive franchisee or the date provided in the contract, whichever is earlier. Following said period, only the exclusive franchisee may provide waste compacting services within the city and all other franchise licenses under this article will be deemed terminated.
- (f) A franchisee shall not be authorized to assign its license or subcontract any portion thereof without the specific written consent of the city.
- (g) The city manager shall work with the successful franchisee to implement the terms of the franchise so that questions of use of public streets, problems or access to customers for service which might arise from time to time, complaints, if any, and other questions can be justly and expeditiously resolved. The city shall provide means of egress and ingress to points for the equipment of the franchisee and require the cooperation of its citizenry and commercial establishments in implementing the services provided by this article.

Sec. 11-79.4. - Effect on existing contracts and licenses.

Provided all persons performing compacting services as of the effective date of this article shall be required to pay a registration fee and submit all other required documentation to become a franchisee under this article. Franchisees shall be required to pay franchise fees on existing contracts for compacting services rendered after the effective date of this article. All renewals or extensions of existing contracts or any new contracts shall be governed by the provisions of this article.

Ordinance No. _____ (2001)

Sec. 11-79.5. - Applications and forms.

The public works department shall prepare all forms for applications and permits, review and approve applications for licenses for compacting services, prepare the rules and procedures concerning compacting services operations, as well as the procedures for collection and reporting of all franchise fees due under this Article. It shall be the obligation of the private contractor or franchisee to have all forms accurately completed and submit same to the public works department for its review and approval, and transmittal to the city manager.

Ordinance No. _____ (2001)

Sec. 11-79.6. - Service standards; noncompliance; grounds for revocation; penalty assessment.

- (a) All work relative to the compacting services contemplated in this article shall be performed as scheduled in a workmanlike manner. Upon completing any compacting services for a customer, the

Ordinance No. _____

licensee shall properly replace all dumpsters and containers and leave the premises so serviced in a litter-free and sanitary condition.

- (b) If the director of the public works department shall determine that a licensee has failed to comply with the provisions of this Article or the rules and regulations established and authorized, he shall so notify the offending licensee, in writing, by certified mail, and demand that such licensee cause the violation to be remedied within five (5) days. If the violation is not remedied within the prescribed time, the director of the public works department shall certify such noncompliance to the city manager, who shall thereupon, proceed according to chapter 13, article II of this Code, revoke the license of said licensee. (Code 1955, § 12-46).
- (c) Any business contracting service from an unlicensed entity shall be subject to daily fine in the amount of five hundred dollars (\$500.00).

ARTICLE III-B. - RECYCLED MATERIALS

Sec. 11-79.9. - Short title.

This article shall be known as the "City of Opa-locka Recycled Materials License Ordinance."

Sec. 11-79.10. - Legislative intent.

It is the purpose and intent of this article to provide for the registration and regulation of private companies for the hauling and disposal of recovered materials for all commercial establishments, manufacturing plants and non-residential producers, as may be designated by the city within the City of Opa-locka, Florida.

Sec. 11-79.11. - License required; relative rights of licensee and city.

- (a) The city may issue a license to engage in hauling and disposal of recovered materials for commercial establishments, manufacturing plants and nonresidential producers designated by the city within the city, provided that an applicant for said license shall meet the specifications set forth in this article as a condition for the issuance of said license, and such other specifications and requirements as the city commission may, from time to time, promulgate. All licensees shall be permitted to provide compactors and/or roll-off containers to engage in the hauling and disposal of recovered materials under this article. The city retains all of the powers of a municipality of the State of Florida, for the exercise of its police power governing the health and welfare of its citizens for the purpose of reviewing the services rendered to the commercial establishments, manufacturing plants, and nonresidential accounts annual registration fees, methods employed for providing collection/hauling services, and the imposition of penalties for failure to render service to particular commercial accounts or the violation of the provisions of this Code.
- (b) Licensees for recovered materials shall not engage in waste collection from commercial establishments, manufacturing plants and nonresidential units within the city or service these establishments, plants or units in collecting garbage, waste and trash unless the licensee has been awarded by franchise or agreement with the city the right to perform such services under article III, or if applicable, under article III-A as limited to compacting services.
- (c) Licensees shall be required to pay the city an annual registration fee of one thousand dollars (\$1,000.00). No person or entity may engage in hauling and disposal of recovered materials until said licensee fee is paid and all other required documentation is completed and approved. A license shall be for a period of one year.

Ordinance No. _____

- (d) A licensee shall not be authorized to assign its license or subcontract any portion thereof without the specific written consent of the city.
- (e) The city manager shall work with the successful licensees to implement the terms of the license so that questions of use of public streets, problems or access to customers for service which might arise from time to time, complaints, if any, and other questions can be justly and expeditiously resolved. The city shall provide means of egress and ingress to points for the equipment of the licensees and require the cooperation of its citizenry and commercial establishments in implementing the services provided by this article.

Sec. 11-79.12. - Required state licensing.

As an ongoing condition of becoming a licensee under this article and thereafter performing services under this article within the city, all licensees shall be a recovered materials dealer certified by the department of environment protection pursuant to the provisions of Rule 62-722, Florida Administrative Code. Licensees shall be required to submit a copy of its certification pursuant to Section 403.704-6(3)(6), Florida Statutes, at the time of paying the fee.

Sec. 11-79.13. - Effect on existing contracts and licenses.

The city recognizes all existing contracts in existence on the date which this article became effective, provided that all persons hauling and disposing of recovered materials as of the effective date to this article shall be required to pay the license fee and submit all other required documentation to become a licensee under this article.

Sec. 11-79.14. - Applications and forms.

The public works department shall prepare all forms for applications and permits, review and approve applications for licenses for recycling services, prepare the rules and procedures concerning compacting services operations; as well as the procedures for registration under this article. It shall be the obligation of the private contractor to have all forms accurately completed and submit same to the public works department for its review and approval, and transmittal to the city manager.

Sec. 11-79.15. - Service standards; noncompliance; grounds for revocation; penalty assessment.

- (a) All work relative to the services contemplated in this article shall be performed as scheduled in a workmanlike manner. Upon completing any services for a customer, the licensee shall properly replace all dumpsters and containers and leave the premises so serviced in a litter-free and sanitary condition.
- (b) If the director of the public works department shall determine that a licensee has failed to comply with the provisions of this article or the rules and regulations established and authorized, he shall so notify the offending licensee, in writing, by certified mail, and demand that such licensee cause the violation to be remedied within five (5) days. If the violation is not remedied within the prescribed time, the director of the public works department shall certify such non-compliance to the city manager, who shall thereupon, proceed according to chapter 13, article II of this Code, revoke the license of said licensee. (Code 1955, §12-46).
- (c) Any business contracting service from an unlicensed recycled materials company shall be subject to a daily fine in the amount of five hundred dollars (\$500.00).

Ordinance No. _____

ARTICLE IV. - DUMPSTER ENCLOSURES

Sec. 11-80. - Short title.

This article shall be known and may be cited as the "Dumpster Enclosure Ordinance of the City of Opa-locka, Florida."

(Ord. 11-23-01)

Sec. 11-81. - Purpose.

The purpose of this article is to provide a uniform system of requirements for utilization of dumpsters in commercial industrial and business districts within the City of Opa-locka, Florida, thereby enhancing the aesthetics of the city and protecting its citizenry from potential health hazards.

(Ord. 11-23-01)

Sec. 11-82. - Dumpster enclosure required.

- (a) Dumpsters shall be maintained in an enclosure with the service and access gate(s) closed except when being serviced by a collector or when being used to access the dumpster.
- (b) Dumpster lids shall be kept closed at all times when the dumpster is not being used or serviced.
- (c) Garbage and trash shall be placed inside the dumpster and not on or around the dumpster or the enclosure. Loose garbage and trash in plain view is a violation of code, a health hazard, and aesthetically undesirable. The property owner shall be responsible for keeping the enclosure and surrounding area litter-, garbage- and trash-free at all times. It shall be a violation of the Code of Ordinances to allow the dumpster to be filled to over capacity so that the dumpster lid is prevented from closing on top of the garbage bags.
- (d) Dumpster enclosure shall be kept in good repair at all times.
- (e) Location on site of a dumpster enclosure shall require the prior approval of the public works director and the building officials.

Sec. 11-83. - Dumpster enclosure specifications, materials, location.

- (a) *Placement.* A dumpster shall be kept in a place easily accessible to authorized collection vehicles at all times and no service shall be given to those placing or permitting objects, ground level or overhead obstructions, or vehicles, to hinder in any way whatsoever the servicing of bulk containers purposes of collection only, all dumpsters shall be placed within an approved enclosure.

It shall be unlawful for any person to place or store, or allow to be placed or stored, a dumpster upon or in any public street, alley or right-of-way provided, however, that such container or receptacle may be placed in the public right-of-way during the collection/emptying process.

- (b) *Dumpster space designation and enclosure requirement.* All real property in a commercial, industrial or business zoning classification utilizing dumpsters shall provide an enclosure of a size that would permit the moving in or out of the dumpster without damage to the enclosure and shall be a minimum of twelve (12) inches above the dumpster.
- (c) *Approved enclosure.* All enclosures shall consist of walls; fencing shall be of wood, plastic lumber or chain-link. Wood or plastic lumber shall be a minimum of one and one-half (1½) inches thick. Enclosures shall have a gate for collection equipment access, and may also have a gate for pedestrian access. All gates shall be totally opaque and the enclosures shall be constructed of one of the following materials:

Ordinance No. _____

- (1) Dumpster/receptacles located in properly screened service yards. (Those screened from public ways with a minimum six-foot-high fence and/or suitable dense landscaping, as approved by one building department). The dumpsters/receptacles must not be visible from the public's view.
 - (2) Dumpsters/receptacles located at permitted construction sites.
 - (3) Dumpsters/receptacles properly screened with suitable dense landscaping or not visible from the public right-of-way, residential areas or the public's view.
- (i) Residential trash, trash and garbage receptacles may not be placed for curbside pickup more than twenty-four (24) hours before pickup and all receptacles must be removed from the curbside within twenty-four (24) hours after pickup.

ARTICLE V – COMMERCIAL SOLID WASTE COLLECTION AND ENFORCEMENT

Sec. 11-90. - Short title.

This article shall be known as the "City of Opa-Locka Commercial Solid Waste Collection and Enforcement Ordinance."

Sec. 11-91. - Legislative intent.

It is the purpose and intent of this article to provide for the regulation and enforcement of commercial solid waste collection, as may be designated by the city within the City of Opa-locka, Florida.

11-92.- Enforcement Process

- (a) Civil penalties assessed pursuant to this article are due and payable to the city on the last day of the period allowed for the filing of a hearing, or if proper appeal is made, when the appeal has been finally decided adversely to the named violator. The amount of such penalty assessed shall constitute and is hereby imposed as a lien against the subject property with equal rank and dignity of any other special assessment liens and, at a minimum, shall include an un-appealable and un-waivable administrative surcharge. Penalties for violations of the provisions of this article shall be assessed in accordance with the schedule as set forth below:
- (b) If the owner, agent, or occupant of any property within the city shall fail to comply with any determination of the enforcement officer, the enforcement officer shall cause such work to be done and shall keep an accurate accounting of the costs thereof, whereupon the amount of such costs and the interest thereon shall constitute and is hereby imposed as a lien against the subject property with equal rank and dignity of any other special assessment liens. An aggrieved party may appeal both the fees and costs imposed under this section to a court of competent jurisdiction in accordance with the Florida Rules of Appellate Procedure.
- (c) Failure by an occupant of any commercial property other than multifamily residential property to comply with the regulations set forth in this chapter shall cause the city to revoke the certificate of use and local business tax receipt for said business.
- (d) In addition to any other remedies provided by this chapter or any other city ordinance, the enforcement officer shall have judicial remedies available to them for violations of this chapter or any other lawful rule or regulation promulgated hereunder as enumerated below but not limited to:
 - (1) They may institute a civil action in a court of competent jurisdiction to establish liability and to recover damage for any costs incurred by the enforcement officer in conjunction with the abatement of any condition prohibited by the provisions of this chapter.
 - (2) They may institute a civil action in a court of competent jurisdiction to seek injunctive relief to enforce compliance with the terms of this chapter or any rule or regulation promulgated hereunder, to enjoin and prohibit said violation or to compel the performance of actions which will result in compliance with the terms of this chapter.

Ordinance No. _____

- (e) These remedies are cumulative and the use of any appropriate remedy shall not constitute an election of remedies by the enforcement officer. The use of one remedy shall not preclude the use of any others.
- (f) All violations of this chapter may be prosecuted in the county court.

Sec. 93 - Schedule of civil penalties.

Code Section	Description of Violations	Amount
11.5	Only city or contractor to dispose of municipal solid waste. (Illegal Hauling)	\$600.00
11.5 11.63 11.79.2 11.79.11	Unauthorized use of commercial solid waste services by a commercial property. (illegal Hauler)	\$600.00
11.7	Offensive or dangerous accumulations which include litter or trash on premises.	\$200.00
11.17	Unscheduled placement of waste, bulky waste or trash commingled yard trash at the curbside or other public right-of-way designated trash collection area, by residents for collection and disposal by city or contractor (illegal dumping)	\$200.00
11.17	Illegal placement of waste, bulky waste or trash commingled yard trash at the curbside or other public right-of-way designated trash collection area by commercial property/multifamily residential establishments, for collection and disposal by city or contractor is prohibited (illegal dumping)	\$200.00
11.63 11.79.2 11.79.11	Engaging in commercial solid waste collection without a city franchise or license.	\$600.00
11.5 11.63	Failure of property owner or tenant to have contract with a city franchisee or licensee	\$600.00
N/A	All other violations	\$100.00

Section 3 All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Ordinance No. _____

Section 5. CODIFICATION. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 6. EFFECTIVE DATE. This Ordinance shall upon adoption, become effective immediately.

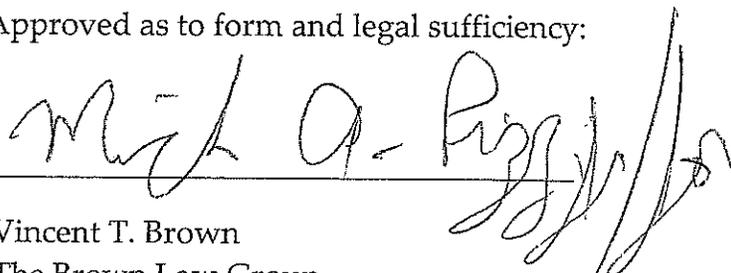
PASSED AND ADOPTED this ____ day of _____, 2015.

Myra L. Taylor
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk



Vincent T. Brown
The Brown Law Group
City Attorney

Moved by:
Seconded by:
Commissioner Vote:
Commissioner Kelley:
Commissioner Pinder:
Commissioner Santiago:
Vice Mayor Holmes:
Mayor Taylor:



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 a public hearing at its Regular Commission Meeting on Wednesday, July 8, 2015 at 7:00 p.m. in the Auditorium at Sherbondy Village, 215 President Barack Obama (Perviz) Avenue, Opa-locka, Florida to consider the following items:

SECOND READING ORDINANCES/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE XIV, SECTIONS 2-653 — 2-658 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 2, ADMINISTRATION, ESTABLISHING A SCHEDULE OF FEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by L.S.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE RATES FOR SOLID WASTE COLLECTION SERVICES; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by C.M.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER XIII, ARTICLE V OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES REGULATING COIN OPERATED DEVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by M.T.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 11, ARTICLES I THROUGH IV AND ADDING ARTICLE V OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 11, GARBAGE AND TRASH; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by T.P.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 15, ARTICLE III OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 15, ARTICLE III LITTERING, PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by T.P.*

Additional information on the above items may be obtained in the Office of the City Clerk, 3400 NW 135th Street, Bldg. B, Opa-locka, Florida. All interested persons are encouraged to attend this meeting and will be heard with respect to the public hearings.

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

MIAMI SPRINGS

City agrees to 'major repairs' at Curtiss Mansion

BY THEO KARANTHALIS
Special to the Miami Herald

Miami Springs council members have voted unanimously to execute a settlement agreement to conduct "major repairs" at the Curtiss Mansion, 500 Deer Run Dr.

About one year after the mansion reopened its doors in April 2012, it started falling apart.

The city quickly sent the architect, engineer and contractor notice of the mansion's "premature rotting, deterioration, and failure of cypress timbers in the columns, balcony, railings and trellis" areas, a notice of claim filed by the city Feb. 11, 2014, shows.

That month, the city of Miami Springs and the nonprofit group that runs the Curtiss Mansion jointly issued a news release that stated, in part: "The Curtiss Mansion in Miami Springs is not falling down. The Man-

sion remains open, safe and available to rent for weddings, quinceneras, meetings, birthdays or any special day you wish to celebrate with friends and family."

A year and a half later, city attorney Jan Seiden told the council on June 22: "For some time now, the Curtiss Mansion has experienced warranty issues involving the wood, the timbers there have been rotted out, some have been replaced and now major repairs need to be done."

The costs of repairs remain unknown, Seiden said Friday, when asked by the Miami Herald how much it would cost to replace the rotted wood at the mansion. "No real dollars involved," Seiden said. "The insurers responsible for the architect, engineer and contractor are picking up the costs."

The Miami Springs City Council voted 5-0 on June 22

to settle "all claims" regarding the Curtiss Mansion. R.J. Heisenbottle Arch P.A., Douglas Wood Associates, and Carivon Construction Co. The parties "any allegation of any wrongdoing," states the settlement agreement.

The pueblo-style home built in 1925, was once home to Glenn Curtiss, who is credited with building Miami Springs, as well as neighboring Hialeah and Opa-locka. The home burned down in the 1970s.

In 1998, the nonprofit Curtiss Mansion Inc. formed and tasked with raising money to rebuild the historic home, which opened in 2012. "This all-entire group raised more than \$4.5 million for the fort," according to the city's Miami Springs website.

"The work will start Aug. 17 and be concluded before Sept. 21," Seiden said.

KEEPING KIDS FIT

Keep kids healthy outside this summer

• OUTDOORS, FROM 12ND

Instructions on the product label. Apply only on exposed skin and outside of clothing. Do not use products that combine sunscreen and insect repellent into one.

• If using repellent containing DEET, make sure it contains less than 30 percent DEET.

• Insect repellent should not be used in kids less than two months of age.

BIKE SAFETY

Biking is a great way to get around and exercise in the summer days. However, bicyclists, especially kid-

s, are at higher risk of injury and death than motor vehicle passengers. To enjoy biking safely:

• Always wear a helmet. Develop the "helmet habit," where your kids wear a helmet every bike ride, no matter how close they are to home.

FIREWORKS SAFETY

One of the most iconic summer celebrations is the Fourth of July. However, this day is especially dangerous because of injuries related to home fireworks, especially among children. Hands, eyes and faces are among the most common sites of fireworks injuries.

Even fireworks that seem kid-friendly, like sparklers can reach temperatures over 1,000 degrees and pose a risk for severe burns. Here is the only tip you need to enjoy fireworks:

Priyanka Mehrotra is a fourth-year medical student in the MD-MPH program and Julia Belkowitz, M.D., assistant professor of clinical pediatrics and Assistant Regional Dean for Student Affairs at the University of Miami Miller School of Medicine. For more information, visit UHealth System.com/patients/pediatrics.



City of Opa-Locka Agenda Cover Memo

Commission Meeting Date:	05/27/2015		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>		X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
				X			
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
Funding Source: <i>(Enter Acct No.)</i>	<i>(Enter Fund & Dept)</i>		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list specific objective/strategy this item will address)</i>			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

Update of Chapter 11 – Garbage and Trash of City Code of Ordinances

Staff Summary:

The City recently took on an exercise of updating the entire Garbage and Trash chapter of the City Code of Ordinances. Outdated language was eliminated and new language was added that would empower the City with the legal authority to appropriately manage the solid waste process in the City.

Proposed Action:

Approval

Attachment:

Draft Amended Chapter 11 – Garbage and Trash ordinance



City of
OPA-LOCKA
Florida

Memorandum

TO: Mayor Myra L. Taylor
Vice-Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence K. Pinder
Commissioner Luis B. Santiago

FROM: Kelvin L. Baker, Sr. , City Manager

DATE: May 20, 2015

RE: Resolution: Update Chapter 11 – Garbage and Trash of City Code of Ordinances

Request: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 11, GARABAGE AND TRASH OF THE CITY CODE OF ORDINANCES

Description: With the assistance of a consultant, the City recently took on an exercise of updating the entire Garbage and Trash chapter of the City Code of Ordinances. Outdated language was eliminated and new language was added that would empower the City with the legal authority to appropriately manage the solid waste process in the City.

Financial Impact: None

Implementation Timeline: None

Legislative History: None

Recommendation(s): Staff recommends approval.

Analysis: At the January 22, 2015 Administrative Workshop, representatives of Universal Waste Service (UWS), the City's solid waste contractor, gave a report on the garbage collection from the time they took over the service December 1, 2014. They described several challenges that included illegal dumping by local landscapers; commercial businesses not registering for service which negatively impacts City revenue; the City's transfer station was not being managed properly; and apartments with insufficient sized containers.

The City Commission gave the directives that included:

- Change bulk pick up for monthly to two or three times per year
- Have police and Code Enforcement verify zoning, businesses, and occupational licenses
- Bring a recommendation to revamp transfer station that include developing a policy

- Develop a policy of what size containers commercial entities should have

Since that workshop, we have:

1. Assembled a Task Force that physically surveyed over 600 businesses in the City which identified uncollected fees totaling \$394,000.
2. Provided a recommendation to the City Commission, that was subsequently approved, that moved the transfer station from its current location in close proximity to a residential community to City property in a commercial area.

We have now completed our assessment of Chapter 11 of the City Code of Ordinances that deals with garbage and trash. The revised code provides for:

- More update to date definitions to the code.
- Removes outdated language in reference to billing for solid waste on the monthly utility bill.
- Adds new language of the non ad valorem solid waste assessment on the Tax Bill.
- Limits bulk trash to twice per year collection.
- Increases the collection standard for multi-family properties as it pertains to dumpster location, size and frequency.
- Details the rules, authority, enforcement of illegal dumping, non-franchisee roll-off container, and non-compliance by residential and commercial properties of the rules regulations.

We believe this amended ordinance clarifies the City's solid waste practices and gives the City the ability to enforce the laws of the City.

Attachments: (1) Draft Amended Chapter 11 -- Garbage and Trash ordinance

PREPARED BY: Faye Douglas, Budget Administrator

Chapter 11 - GARBAGE AND TRASH

FOOTNOTE(S):

--- (1) ---

Cross reference— Department of public works, § 2-406 et seq., nuisances generally, Ch. 14; littering, § 15-41 et seq., disposal of rubbish in parks, § 16-50; fires in parks and recreational areas, § 16-54. (Back)

ARTICLE I. - IN GENERAL

Sec. 11-1. - Definitions.

As used in this chapter:

Bulky wastes shall mean, but not be limited to, large items of household refuse such as appliances, furniture, accumulations from major tree cutbacks (exceeding ten inches in diameter and four feet in length and weighing more than 50 pounds), large crates and like articles which shall be placed out for city collection quarterly per year by residential unit owners paying for city service.

Calendar year shall mean the 12-month period beginning January 1st.

Cart-on-wheels shall mean the 96-gallon containers issued to residences by the city for waste collection and are required to be used.

Commercial account means a rooming house, hotel, tourist cabin located in a tourist camp, trailer located in a trailer park, apartment house wherein garbage service is paid for by the owner or manager thereof, and any building, business or establishment of any nature or kind whatsoever, and without limitation other than a household.

Container shall mean a durable plastic or other suitable material container of the type commonly sold as a garbage can, including wheeled containers, having a capacity of 96 gallons, sufficiently strong for workmen to empty conveniently, or may be lifted, and a plastic top with handle, and so constructed as to permit the free discharge of its contents. The container must not have any inside structures such as inside bands and reinforcing angles or anything within the container to prevent the free discharge of the contents. The container shall be free of jagged or sharp edges.

Containerized waste shall mean and include refuse, not to include garbage as defined herein, which is placed in cans, plastic bags, and/or bulk containers not exceeding three feet in length or weighing more than 50 pounds.

Contractor shall mean an exclusive agreement between the city and a qualified firm to provide municipal solid waste services, as defined in this chapter, within the city.

Curbside shall mean the area between the sidewalk and the street edge or, in areas without sidewalks, the area between the edge of the traveled portion of any public or private street and the property line.

Department shall mean the city department of public works.

Director shall mean the director of the department of public works.

Discarded building materials and fill shall be considered waste and come within the purview of this chapter.

Dumping shall mean to throw, discard, place, deposit or bury any litter and/or refuse except where permitted.

Enforcement officer shall mean designated agents of the city manager, acting by and through him/her, including but not limited to, code enforcement inspectors, police officers, outside consultants and other third parties as may be chosen by the city manager.

Franchisee shall mean a private commercial solid waste/firm that is granted an exclusive franchise by the city, to remove and dispose of solid waste from commercial accounts and residential units pursuant to the provisions of this chapter.

Fiscal year shall mean the 12-month period beginning October 1st.

Garbage shall mean all kitchen refuse generated from a residential unit every refuse accumulation of animal, fish, fowl, fruit and vegetable matter.

Household shall mean the whole or any part of a residential unit building used for sleeping or cooking purposes, excepting a rooming house, hotel, tourist cabin located in a tourist camp, trailer located in a trailer park, or apartment house which pays for waste service furnished to tenants. For the purpose of this chapter, a trailer, a tent and a shelter of any kind whatsoever, which is used for sleeping and cooking purposes, shall be considered a building.

Householders shall mean a single person or head of a family using a household for himself or his family.

Industrial waste means the waste products of canneries, water houses or packing plants, condemned food particles, agricultural waste products, waste and debris from brick, concrete block, roofing, shingle or tile plants, debris and waste accumulated from land clearing, excavation, building, rebuilding and all alteration of buildings, structures, roads, streets, sidewalks or parkways, and any waste materials which, because of their volume or nature, do not lend themselves to collection and incineration commingled with ordinary garbage and trash, or which, because of their nature or surrounding circumstances should be, for reasons of safety or health, disposed of more often than the city collection service schedule provides for other types of garbage or waste.

Municipal city service shall mean a special assessment lawfully imposed by the city against assessed property to fund all or any portion of the cost of the provision of solid waste service and water and sewer service.

Municipal solid waste shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, trash, waste, bulky waste, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Source separated recovered materials, as defined in this chapter, are not solid waste.

Municipal solid waste fees shall mean a special assessment lawfully imposed by the city against assessed property to fund all or any portion of the cost of the provision of solid waste and recyclable materials collection and disposal services, facilities, or programs providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the assessed property.

Municipal solid waste service shall mean the collection and disposal of solid waste from all residential units.

Noncombustible refuses shall mean refuse materials that are unburnable at ordinary incinerator temperature (800 degrees through 1800 degrees Fahrenheit), such as metals, mineral matter, large quantities of glass or crockery, metal furniture, auto bodies or parts, and other similar materials or residues not usual to housekeeping or to the operation of stores or offices.

Residential unit shall mean any approved structure with a certificate of occupancy used or constructed or modified or adopted for use as a single-family dwelling, duplex, cluster housing, townhouse or multiple-family apartment building or other similar structure containing four or fewer residential units, and which is located on a single lot, parcel or tract of land that is billed for municipal city service. Each dwelling unit of a duplex, cluster housing, townhouse, or multiple-family building or other similar structure shall be deemed a separate residence and billed separately for municipal city service.

Rubbish shall mean shrubbery, trees, palm fronds, and trimmings or limbs therefrom, and other combustible material too large to be deposited in trash cans for collection.

Trash shall mean small, discarded materials from around the premises, such as cans, glass, paper, paper cartons and other materials which can be deposited in the approved trash cans for collection, and lawn clippings, grass cuttings, leaves and small trimmings that are limited to being can-be-placed in the approved ninety-six thirty (9630) gallon garbage cans without protruding therefrom.

Waste shall mean trash and garbage.

(Code 1955, § 12-1)

Sec. 11-2. - Administrative regulations authorized.

In order to implement the provisions of this chapter, the public works department shall from time to time promulgate rules and regulations, as authorized by section 2-83 of this Code, regarding municipal solid waste collection, whether by the city or by a private contractor collectors. Departmental rules and regulations shall be distributed to all license-holders prospective contractors in accordance with the applicable procurement process and applicants for waste collection licenses and be made available to the public.

(Code 1955, § 12-44)

Sec. 11-3. - Prima facie evidence of accumulation of municipal solid waste.

Occupancy of any residential unit or any commercial property located in the city waste service area shall be prima facie evidence that garbage, waste, trash, bulky waste or other refuse is being produced or accumulated upon such premises.

(Code 1955, § 12-13)

Sec. 11-4. - Applicability to residential, commercial uses.

The provisions of articles I and II of this chapter shall apply to both residential and commercial uses and premises in the city unless expressly limited to one or the other; provided, however, that if the application of any provision in said articles to commercial uses would conflict with any franchise for the collection of commercial waste or any regulation of the department of public works relating to the franchised collection of commercial waste, such franchise or regulation shall prevail.

Sec. 11-5. - Only city or contractor licensed collectors to collect and dispose.

Except as otherwise provided herein, the department of public works, and or contractor licensed commercial collectors shall exclusively collect all municipal solid waste from residential units, garbage and trash within the city and dispose of same as permitted by law. No municipal solid waste, garbage or trash shall be collected or disposed of in the city by any other person. No owner or lessee of any property shall on behalf of any tenant or occupant collect or dispose of municipal solid waste garbage or trash produced or accumulated on said property.

(Code 1955, § 12-2)

Sec. 11-6. - Storage, removal of waste for salvage or resale.

Materials that are baled or otherwise tightly contained may be removed by the owner or a person under contract to the owner for salvage or resale if the owner is receiving substantial payment for same; provided that the owner or contractor has a valid permit from the city for the collection and disposal of salvageable materials-waste. All remaining materials shall be considered municipal solid waste and shall be not-to-be-removed by the department of public works or a contractor in a manner consistent with industry standards and regulations licensed collector must be stored inside the owner's building, subject to all existing fire, health and zoning regulations.

(Code 1955 12-27)

Sec. 11-7. - Offensive or dangerous accumulations.

No municipal solid waste shall be permitted to accumulate so as to comprise a nuisance, fire hazard, breeding place for flies or other insects, or harbor for rodents or health and safety concern.

(Code 1955, § 12-26)

Sec. 11-8. - Burning, burying, etc.; use as animal, fowl or fish food; transporting.

No municipal solid waste shall be burned, buried, placed around shrubbery or trees, or used as animal, fowl or fish food, or transported upon the streets or public highways of the city. The burning, burying, placing around shrubbery or trees, using as animal, fowl or fish food, or transporting on the streets or public highways of the city of municipal solid waste, shall constitute prima facie evidence of violation of this chapter by the householder or manager of the premises on which the same shall have occurred or from which the same shall have been transported. The presence of ashes, charred wastes and like substances on the premises shall constitute prima facie evidence of burning. This section shall not prohibit transportation by a contractor~~licensed private collectors.~~

(Code 1955, § 12-26)

Sec. 11-9. - Regulation of containers; duty to provide.

The department of public works shall regulate the number, type, size and construction of all waste containers which are placed for collection, whether by the city or by a contractor~~private collectors.~~ It shall be the duty of each occupant householder, commercial or industrial establishment at a residential unit or commercial property, or from same which waste is generated or accumulated, to properly maintain ~~provide containers therefor~~ in accordance with such applicable regulations.

Sec. 11-10. - Removal prohibited except from approved containers.

Neither the department of public works or a contractor, private franchise or collector shall remove wastes that ~~is~~ are not in an approved containers.

(Code 1955, § 12-20)

Sec. 11-11. - Containers to be kept covered.

~~Waste-c~~Containers shall be kept tightly covered at all times except when actually placing waste in them or removing it therefrom.

(Code 1955, § 12-22)

Sec. 11-12. - Containers to be grouped, accessible.

Containers for the use of the same building or structure, if more than one, shall be placed within five (5) feet of each other, and where easily accessible to waste collectors.

(Code 1955, § 12-4)

Sec. 11-13. - Distance of residential containers from street.

In no event shall residential containers be kept in a place farther removed from the abutting public street or road than a distance established by the department of public works.

(Code 1955, § 12-5)

Sec. 11-14. - Curbside placement; emergency; improvement of collection procedure; conditions.

- (a) *Curbside placement.* Whenever, because of strike, natural calamity, or other emergency, or if the city manager determines that it is necessary to improve the collection of garbage and trash service or to provide for increased financial efficiency of the service, the city manager may order all or any designated garbage or trash customer within defined areas to place garbage and trash containers at

the front property line or curb on the day of scheduled collection, by notice set forth in the preceding monthly billing. Notice shall state the effective date for curbside placement. The manager may establish all necessary rules to provide for safety, uniformity, sanitation and aesthetics relating to collection and placement of container. The manager's order shall remain in full force and effect unless modified or rejected by resolution of the city commission.

- (b) *Domestic garbage.* Garbage and trash containers are hereby required to be placed on the front property line or curb on the day of scheduled collection. Such containers shall be returned to their normal place within twenty-four (24) hours after the scheduled collection date. Containers may be placed at locations other than stated above with the approval of the city manager. Those containers and locations not approved will not be picked up. Containers in approved locations will be emptied as determined by the city manager.
- (c) *Conditions.* When ordered by the city manager receptacles and containers shall be provided by the customer being serviced, except in areas where service is affected by automated collection systems. In such areas, the initial automated system containers shall be specifically designated by the city and shall be used exclusively for collection purposes. The customer shall be responsible for the maintenance of all receptacles or containers in good condition and shall provide cleanliness and repair. All receptacles and containers shall be provided with covers sufficiently tight to prevent animals, flies or other insects from having access to the contents of the receptacles. Receptacles or containers in which wet garbage or trash matter is placed shall be watertight. All receptacles and containers shall be subject to the approval, inspection or condemnation by the public works department.
- (d) *Separation of garbage, yard trash and rubbish.* The city manager may order garbage to be differentiated from garden trash and rubbish when placed in receptacles or containers for collection, otherwise, garbage, garden trash and rubbish may be commingled for placement in containers or receptacles for collection purposes.

(Code 1955, § 12-28; Ord. No. 83-4, § 1, 4-29-83)

Sec. 11-15. - Placing on right-of-way or private property prohibited generally.

Except as otherwise provided herein, no rubbish, garbage, trash, bulky waste or waste of any type shall be placed or deposited within the right-of-way of any public road or upon any private property within the city limits except on those properties licensed and zoned specifically for said purpose. This section shall not apply to the deposit or placing of waste materials, rubbish bulky waste or trash on any property by any governmental agency or utility, or by persons permitted to deposit building materials and fill in the course of construction or of the reclamation of any land within the city as may be permitted by the city manager pursuant to permits authorized by this Code.

(Code 1955, § 12-7)

Sec. 11-16. - Permit to place on private property.

- (a) *Required.* Notwithstanding the provisions of section 11-15, rubbish, garbage, trash, bulky waste or waste may be placed or deposited on private property upon obtaining a permit from the city manager or designee and utilizing the franchisee for collection.
- (b) *Application.* No permit authorized by this section shall be issued by the city manager or designee until an application has been filed therefor, specifying the property to be used and accompanied by the following:
 - (1) An affidavit designating the nature of the materials to be disposed of executed by the person disposing of same.
 - (2) The written authorization of the owner of the property permitting disposal.
 - (3) Payment of a fee in the amount as presently established or as hereafter adopted by resolution of the city commission.

- (c) *Duration, form, posting.* No permit shall be valid for more than ninety (90) days ~~one year~~ from the date of its issuance. All permits shall be on a form acceptable to the city manager and a true copy of the permit shall be affixed on a stake within five (5) feet of the materials deposited closest to a public road.
- (d) *Denial.* The city manager or designee may refuse the issuance of any permit where it appears that the applicant has caused materials to be placed or deposited on any public or private lands within the city without having obtained a permit from the city manager or designee prior thereto. Appeals from the refusal of the city manager or designee to issue any permit shall be in accordance with the provisions of this Code.

(Code 1955, § 12-7)

Sec. 11-17. - Placement, removal of rubbish, ~~yard-trimmings, bulky waste~~ , from residential units etc.

Section 11-15 shall not apply to rubbish or bulky waste placed only within the right-of-way of a public road immediately abutting property owned, leased or under the control of a householder ~~or apartment manager~~ paying fees for the collection and removal of municipal solid waste rubbish to the city, provided that tree trunks or branches of trees shall be cut into lengths not exceeding five (5) feet; and that no single piece of rubbish shall exceed fifty (50) pounds of weight. Said placement and removal shall be limited to two (2) times per calendar year per residential unit. No rubbish ~~will~~ shall be removed from the premises by the department of public works or contractor, unless the householder ~~or apartment manager~~ shall first notify the department of public works or contractor and request a ~~time for~~ removal. The department of public works or contractor shall, in its discretion, designate the time of removal, provided that removal can be accomplished with existing equipment. In the event the rubbish or bulky waste does not meet established criteria, qualify for removal, as set forth above, the same shall be removed by the department of public works or contractor and a special handling fee, plus administrative costs, shall be assessed to the property owner.

Placement of rubbish or bulky waste within the right-of-way of a public road for collection by a franchisee from a commercial property is authorized. However, placement of rubbish or bulky waste within the right-of-way of a public road for collection by the city or contractor from a commercial property is prohibited. In the event the rubbish or bulky waste does not meet established criteria, qualify for removal, as set forth above, the same shall be removed by the city or designee and a special handling fee, plus administrative costs, shall be assessed to the property owner. within five (5) days by the householder or apartment manager by other lawful means. Removal and disposition of rubbish is hereby declared not to be within the exclusive jurisdiction of the department of public works, but the same may be removed and disposed of by other lawful means.

(Code 1955, § 12-7)

Sec. 11-18. - Responsibility for removal of industrial and noncombustible waste.

Industrial waste and noncombustible waste shall be disposed of in the manner and in such locations as are prescribed by the director of public works. Removal of industrial waste and noncombustible waste not subject to removal by the city, or any franchise of the city, shall be the responsibility of, and at the cost of, the owner, occupant, operator or contractor creating or causing the accumulation of such material. Upon approval of the director of public works, collection and disposal of the aforementioned waste may be undertaken by the city, or franchisee, at the expense of the owner, occupant, operator or contractor, provided that such collection and disposal does not interfere with other waste collection operations. Said collection and disposal will incur a special handling fee, plus administrative costs, that may be assessed to the property owner.

(Code 1955, § 12-13)

Sec. 11-19. - City not responsible for building debris, furniture, vegetation cut before occupancy.

The city shall not be responsible for collecting or hauling discarded building material, dirt, rock or discarded furniture from private property. It shall not be responsible for collecting or hauling trees, bushes

or other vegetation cut on private property, before a certificate of occupancy is issued and no more than quarterly per calendaryear for residential units as described in this chapter.

(Code 1955, § 12-13)

Cross reference— Duty to clean building site, § 7-10.

Sec. 11-20. - Residential disposal of boxes, cartons.

All boxes and paper cartons originating from households shall be torn apart, flattened out, and placed in a waste container in order to qualify for collection by the city.

(Code 1955, § 12-5)

Sec. 11-21. - Materials or liquids other than waste prohibited in containers.

No materials or liquids other than wastes ready for removal shall be kept in waste containers.

(Code 1955, § 12-21)

Sec. 11-22. - Garbage to be drained and wrapped.

All garbage must be thoroughly drained of liquid matter and shall be well wrapped in paper before being deposited in containers.

(Code 1955, § 12-22)

Sec. 11-23. - Deposit of feces.

No human feces shall be placed in waste containers. Animal feces must be well wrapped in paper.

(Code 1955, § 12-23)

Sec. 11-24. - Disposal of animal carcasses.

Carcasses of small animals shall be wrapped in paper and tied and placed in waste containers for removal. Disposal of larger carcasses shall be the responsibility of the householder or manager.

(Code 1955, § 12-24)

Sec. 11-25. - Deposit of dangerous substances.

All glass, razor blades, and all other like materials shall be securely wrapped so as to prevent personal injury to collectors and shall be deposited in waste containers. No hot ashes, tar, grease, chemicals, poisons or other materials offering a hazard to the collectors shall be placed in waste containers.

(Code 1955, § 12-25)

Sec. 11-26. - Hazards in way of collectors.

It shall be unlawful to permit hazards in the line of ingress or egress of waste collectors.

(Code 1955, § 12-6)

Sec. 11-27. - Structure foundations must be demucked.

(a) All structure foundations must be demucked in accordance with the South Florida Building Code. An engineer's soil compaction certificate is required before a building permit is issued.

- (b) Only clean fill, limited to crushed limerock, sand, dirt, concrete debris and other environmentally acceptable materials which comply with the South Florida Building Code will be permitted.
- (c) The following materials are not acceptable: Petroleum products and by-products; roofing materials; lumber or wood; furniture; glass, aluminum, trees or parts of trees; cut vegetation; rubber; wire or cable; insulation materials; plastic materials; fabric materials; trash and garbage.
- (d) Any person violating any of the provisions of this section shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment in the county jail for a period not to exceed sixty (60) days, or by both a fine and imprisonment at the discretion of the court.

(Ord. No. 89-16, § 1, 9-27-89)

Sec. 11-28. - Disposal of tires; requirement for identification of tires with business occupational license number.

All businesses disposing of tires shall prior to disposal imprint, emboss, or identify with indelible ink or paint on each tire the occupational license number of said business. The occupational license number shall be placed in a conspicuous place on the tire to be readily identifiable.

(Ord. No. 05-02, § 2, 2-9-05)

Secs. 11-29--11-36. - Reserved.

ARTICLE II. - CHARGES FOR ASSESSMENT OF RESIDENTIAL COLLECTION

Sec. 11-37. - When charges commence; continuation during temporary vacancy.

Waste fees shall be chargeable upon occupancy or upon the initial connection of permanent electrical utility service or water service to the property or whenever the first waste pickup from the property is made by the city or by its contractor licensees, whichever shall first occur. Waste fees shall remain chargeable against any property during the period any of the foregoing services are supplied to the said property, notwithstanding that a temporary vacancy may occur.

(Code 1955, § 12-13)

Sec. 11-38. - Responsibility for payment.

The failure of any owner to make the payments ~~or provide the containers~~ as required by this chapter shall not relieve the householder or manager of a commercial account from the necessity of doing so; nor shall the failure of any such householder or manager to make such payments ~~or provide such containers~~ relieve the owner from the necessity of doing so. Compliance by the owner with the requirements hereof shall relieve the householder or manager of a commercial account and compliance by the householder or manager of a commercial account shall likewise relieve the owner or owners. Non-compliance by either shall not excuse the other.

(Code 1955, § 12-14)

Sec. 11-39. - Separation of household and commercial accounts.

No commercial account within the meaning of this chapter, even though located in an apartment house, shall be considered a part of the apartment, but shall be treated as a separate commercial account. Neither shall a household within the meaning of this chapter, even though located in a commercial building, be considered as a part of the commercial account but shall be treated as a separate household and pay the rates prescribed for households.

(Code 1955 § 12-14)

Sec. 11-40. - Schedule of residential charges.

A schedule of charges shall be prescribed by ordinance from time to time, which shall be kept on file in the city clerk's office.

(Code 1955, § 12-18; Ord. No. 79-29, § 1, 10-25-79)

Sec. 11-40(a). - Residential solid waste ~~assessment~~ collection and disposal fee.

All residential units shall be billed for services provided herein through a non-ad valorem assessment on their tax bill and shall be subject to the provisions thereof.

~~A monthly solid waste collection and disposal fee in the amount of four dollars and sixty two cents (\$4.62) is hereby assessed on all residential units in the city. This assessment shall cover the city's costs of administration and code enforcement associated with private residential solid waste collection and disposal services.~~

The city manager shall review this assessment annually and determine whether to recommend a modification of same for city commission approval is necessary.

(Ord. No. 03-23, § 2, 9-24-03)

~~Sec. 11-41. - Deposits required for city collection.~~

~~The following deposits shall be required of all persons receiving collection service from the city:~~

~~(a) All waste accounts which are not served by city water shall place a deposit with the city in an amount to be determined by the proper city officer or official, based upon anticipated average cost of two (2) month's waste collection.~~

~~(b) All waste accounts which are served by city water shall place a deposit with the city in an amount to be determined by the proper city officer or official, based upon anticipated average cost of two (2) month's waste collection.~~

~~(Code 1955, § 12-18)~~

~~Sec. 11-42. - Billing to be on water bill.~~

~~In all cases where waste collection is furnished by the city, the amount of waste collection charges per account shall be included on the water bills tendered by the city, and said bills shall show separately the amount of the charge for water and sewer services.~~

~~(Code 1955, § 12-18)~~

~~Sec. 11-43. - Billing for multiple dwellings served by one water account.~~

~~In the event any apartment, motel or other multiple dwelling place is served by one water and sewer account, all waste collection fees shall be charged against said water account.~~

~~(Code 1955, § 12-18)~~

~~Sec. 11-44. - Notices to tenants and owners of property served by multiple water meters.~~

~~All owners of property receiving city collection service and served by multiple service water meters, may, upon written notification to the department of public works, have billing forwarded directly to the tenant served thereby, provided that said tenant has deposited with the city, the required waste collection deposit as provided by this Code. This service of the city shall not exempt the property from imposition of lien for failure to pay for said services as provided by section 11-49. Delinquent notices of the tenants shall be sent to owners of property as well as tenants.~~

~~(Code 1955, § 12-18)~~

~~Sec. 11-45. - Residential payment required; time; refunds prohibited.~~

~~(a) There shall be paid for all households in the city the sums set out in section 11-40. Payments of fees for waste service for households shall be made on a monthly basis in advance.~~

~~(b) Fourteen (14) or more days of any month shall be considered a whole month.~~

~~(c) No refunds shall be made.~~

~~(Code 1955, § 12-15)~~

~~Sec. 11-46. — Payment to be to city; receipt.~~

~~All payments pursuant to this chapter for residential service shall be made to the city.~~

~~(a) An official receipt shall be procured showing payment.~~

~~(b) Such receipt shall be retained and shall be held available for inspection by authorized employees of the public works department.~~

~~(c) The owner or owners of each lot, tract or parcel of land having a household account located thereon, and the corresponding householder shall at all times keep or cause to be kept an unexpired receipt. The failure of either to do so shall not relieve the others of this requirement.~~

~~(d) The address on the receipt must be the same as the address whereat the waste is to be collected.~~

~~(Code 1955, § 12-16)~~

~~Sec. 11-47. — Notice, termination of city service for nonpayment.~~

~~In the event any charge for city collection of waste shall become delinquent, the city shall give notice that the city shall exercise all remedies permitted by law five (5) days thereafter unless within that time a notice of appeal, including the grounds therefor, is filed with the city clerk. On receipt of said notice of appeal, the clerk will place it on the agenda for consideration at the next commission meeting, and give notice of the time and place of such meeting to the appellant. The commission shall determine the merits of the appeal after public hearing. In the event the appeal is denied, the city shall immediately exercise all remedies permitted by law.~~

~~Sec. 11-48. — Interest on city charges.~~

~~All delinquent garbage, trash and waste fees shall bear interest from the date of delinquency at the rate of fifteen per cent (15%) per annum.~~

~~(Code 1955, § 12-56)~~

~~Sec. 11-49. - Lien for city charges.~~

~~Each garbage, trash or waste fee charged pursuant to this Code for collection by the city is hereby made a lien on the premises benefited by the services of the city. Notice of lien shall be mailed by certified mail to the property benefited. The lien on the premises benefited shall be certified to and filed with the clerk of the circuit court of Dade County, Florida, in the manner provided for liens generally. The lien for said services with interest and penalties allowed by law shall be collected as other municipal taxes are collected and enforced and may be foreclosed in the manner provided by law.~~

~~(Code 1955, § 12-56)~~

~~Sec. 11-50. — Appeal of amount of fee.~~

~~Any person who disputes the amount of fees imposed for garbage, trash or waste collection by the city shall have the right of appeal to the city commission. Appeal shall be taken by filing with the city commission within fourteen (14) days after written notice of lien is mailed.~~

~~(Code 1955, § 12-56)~~

~~Sec. 11-51. — Transfer of location of residential collection prohibited; adjustments.~~

Formatted: p0

~~No transfer of location of residential collections of waste by anyone shall be permitted, but fees paid therefor shall be deemed to apply to the particular location. Adjustments may be made with the succeeding occupant or owner by the person having paid the fees.~~

~~(Code 1955, § 12-19)~~

Formatted: p0

~~Sec. 11-52. Notice of changes in ownership, occupancy or address.~~

~~Owners and householders shall advise the finance department of any change of ownership, occupancy or mailing address within ten (10) days of such change.~~

~~(Code 1955, § 12-17)~~

Formatted: p0

Sec. 11-53. -Residential Solid Waste Assessment ~~Waste collection fees.~~

- (a) ~~The solid waste assessment~~ ~~Waste collection fees~~ for each residential household and each apartment unit in the city shall be approved by city commission ~~is two hundred six dollars and forty cents (\$206.40) per year for the first two (2) containers and one hundred dollars (\$100.00) for each additional waste container.~~
- (b) ~~The city manager may annually review the residential solid waste assessment and recommend a modification to this assessment for city commission consideration and approval as necessary.~~ ~~Waste collection fees terminate October 1, 1993 unless said termination date is extended by the city commission.~~
- (c) ~~Further, the city manager is empowered with the authority to assess fees for illegal dumping that constitute a lien on the premises benefited by the services of the city or its contractor. Notice of the lien shall be mailed by certified mail to the property benefited. The lien on the premises benefited shall be certified to and filed with the clerk of the circuit court of Dade County, Florida, in the manner provided for liens generally. The lien for said services with interest and penalties allowed by law shall be collected as other municipal taxes are collected and enforced and may be foreclosed in the manner provided by law.~~ ~~extraordinary trash loads.~~

~~(Ord. No. 90-12, §§ 1—3, 9-26-90; Ord. No. 91-17 §§ 1—3, 9-26-91 Ord. No. 92-15, §§ 1—3, 9-23-92)~~

Secs. 11-54—11-62. - Reserved.

ARTICLE III. - PRIVATE NONRESIDENTIAL COLLECTION

Sec. 11-63. - Legislative intent.

~~It is the purpose and intent of this article to provide, by franchise or agreement, for the collection of all garbage, trash, rubbish, construction and demolition materials, bulky waste, and industrial waste, collectively defined as "commercial solid waste", generated from by commercial property establishments, manufacturing plants and nonresidential producers, as may be designated by the city within the City of Opa-locka, Florida. No private waste collector heretofore not licensed by the city or hereafter not authorized licensed by the city shall be required to collect or haul discarded building material, dirt, rock, plaster, lumber or discarded furnishings and fixtures, equipment, construction debris, or to collect or haul trees, bushes or other vegetation cut on commercial property prior to the issuance of a certificate of occupancy. Said material shall be removed and disposed of by the franchise owner or contractor. All commercial solid waste collection and disposal services for all commercial accounts residential units, duplexes and apartments in the city shall be provided by the franchisee city.~~

~~(Code 1955, § 12-40)~~

Sec. 11-64. - "Waste" defined.

~~Biological waste shall mean solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other~~

wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons duly licensed in the State of Florida.

Biological waste collector shall mean any private solid waste contractor who collects, transports or disposes of biological waste.

Biomedical waste shall mean any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health and Rehabilitative Services of the State of Florida represent a significant risk of infection to persons outside the generating facility.

Biomedical waste collector shall mean any private solid waste contractor who collects, transports or disposes of biomedical waste.

Cart-on-wheels shall mean the 96-gallon containers issued to commercial accounts by the franchisee for commercial solid waste collection.

Certified recovered materials dealer shall mean a dealer certified under § 403.7046, Fla. Stat., who handles, purchases, receives, recovers, sells or is an end user of recovered materials as defined herein.

Commercial account shall mean any hotel, motel, rooming house, tourist cabin, trailer park, bungalow court, apartment building with rental apartments, cooperative apartments, and/or multiple-story condominium buildings and any other commercial business or establishment of any nature or kind whatsoever other than residential unit as defined in this section including the collection and disposal of construction and demolition debris.

Commercial business or establishment shall mean and include all retail, professional, wholesale and industrial facilities, governmental and quasi-governmental establishments and any other commercial enterprises, for profit or not for profit, offering goods or services to the public.

Commercial property shall mean any hotel, motel, roominghouse, tourist cabin, trailer park, bungalow court, apartment building with rental apartments, cooperative apartments, and/or multiple-story condominium buildings and any other business or establishment of any nature or kind whatsoever other than a residential unit as defined in this section.

Commercial solid waste shall mean every waste accumulation, including but not limited to, dust, paper, paper cartons, cardboard cartons, excelsior, rags, garbage, plastics, metal containers, recyclable material, garden and yard clippings and cuttings, bulky waste and other waste which is usually attendant to the operations of commercial business or establishment or commercial property.

Commercial solid waste service shall mean the collection and disposal of garbage, trash, recycling, construction and demolition debris, solid and process waste for all commercial accounts.

Condominiums, or condominium buildings, shall be deemed to mean any building or structure that evidences that form of ownership of real property which is created pursuant to the State of Florida Condominium Act, which is comprised of units that may be owned by one or more persons, and in which there is appurtenant to each unit an undivided share in common elements. Any condominiums with three or more dwelling units therein shall be classified as commercial establishments for purposes of this chapter.

Construction and demolition debris shall mean materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project, and including rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. For purposes of this chapter, construction and demolition debris shall be classified as "solid waste." Further, mixing of construction and demolition debris with other types of solid waste, including material from a construction or demolition site which is not from the actual

construction or destruction of a structure, will cause it to be classified as solid waste. The term "solid waste" shall also include mixing of the following:

(a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;

(b) unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and

(c) De minimis amounts of other non-hazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

Construction and demolition debris collector shall mean any exclusive commercial solid waste franchisee who collects, transports or disposes of construction and demolition debris and shall be subject to a registration fee as provided for § 403.7046, Fla. Stat.

Construction dumpster or roll-off shall mean an approved open metal container without wheels, with capacity up to 40 cubic yards, used at construction sites for the purpose of removing construction and demolition debris, which includes rock, metal and other materials which are heavy in weight or substantial in size, used in connection with a construction and/or demolition project.

Container shall collectively mean a construction dumpster, dumpster, roll-off or cart-on-wheels used for commercial accounts.

Dumpster shall mean an approved metal container on wheels with a tightfitting solid top and a minimum capacity of one cubic yard.

Franchisee shall mean a private commercial solid waste/firm that is granted an exclusive franchise by the city, to remove and dispose of solid waste from commercial accounts and residential units pursuant to the provisions of this chapter.

Franchise agreement shall mean an exclusive agreement between the city and a qualified firm to provide commercial solid waste services, as defined in this chapter, within the city.

Franchise fees shall apply to commercial accounts and include, but not be limited to, a percentage of gross revenue billed, various one-time fees and temporary roll-off/container permit fee(s).

Gross revenue billed shall mean all monies resulting from all transactions and activities, within the city, in the franchisee's regular course of business and trade including garbage, industrial, solid waste, used cooking oil waste, environmental charges and fees, containerized waste, equipment rental and leasing, fuel surcharge, construction and demolition debris, roofing materials, trash, litter, maintenance, compactors, refuse and/or rubbish collection removal and disposal services rendered, hand bag collection, recycling, or from any other source related directly or indirectly from waste collection services, including, but not limited to, all income derived from leasing and renting of real or tangible personal property, the use of dump trucks, grapping trucks, roll-off trucks, trailers, roll-offs, boxed in, framed, fenced in, or otherwise designated storage areas, etc., containers, bagsters, chutes, and any other vehicles and equipment used for collection and disposal of any debris by the franchisee, exclusive of taxes as provided by law, whether wholly or partially collected within the city, less bad debts. Gross revenue billed shall not include income derived from the transportation, storage, treatment, collection, and removal of biomedical, biological, or hazardous waste as herein defined.

Hazardous wasteshall mean solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under chapter 497 of Florida Statute.

Health and safety concern shall mean any inefficient and improper method of managing solid waste collection which creates a hazard to the public health, causes pollution of air and water resources, constitutes a waste of natural resources, has an adverse effect on land values and creates public nuisances.

Illegal dumping shall mean the unauthorized placement of bulky waste or trash at the curbside or other public right-of-way by any person outside of the scheduled time. In certain circumstances, this may also apply to private property.

Industrial waste shall mean the waste products of canneries, water houses or packing plants, condemned food particles, agricultural waste products, waste and debris from brick, concrete block, roofing, shingle or tile plants, debris and waste accumulated from land clearing, excavation, building, rebuilding and all alteration of buildings, structures, roads, streets, sidewalks or parkways, and any waste materials which, because of their volume or nature, do not lend themselves to collection and incineration commingled with ordinary garbage and trash, or which, because of their nature or surrounding circumstances should be, for reasons of health or safety, disposed of more often than the city collection service schedule provides for other types of garbage or waste.

Public nuisance shall mean a container which appears to be utilized for commercial solid waste collection without a city franchise agreement and poses a threat to the health and safety of the community.

Salvage materials shall mean recovered materials.

Recovered materials shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.

Recyclable material shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

Recycling shall mean any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Roll-off or construction dumpster shall mean an approved open metal container without wheels, with capacity up to 40 cubic yards, used at construction sites for the purpose of removing construction and demolition debris, which includes rock, metal and other materials which are heavy in weight or substantial in size, used in connection with a construction and/or demolition project.

Sludge shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

Solid waste shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, trash, waste, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Source separated recovered materials, as defined in this chapter, are not solid waste.

Source separated shall mean recovered materials are separated from solid waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of recovered materials be separated from each other, and recognizes de minimis solid waste, in accordance with industry standards and practices, may be included in the recovered materials. Materials are not considered source separated when two or more types of recovered materials are deposited in combination with each other in a commercial collection container located where the materials are

generated and when such materials contain more than 10 percent waste by volume or weight; said materials will be considered solid waste. For purposes of this chapter, the term "various types of recovered materials" shall mean metals, paper, glass, plastic, textiles, and rubber.

Special waste shall mean solid waste that can require special handling and management, including, but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, and biological wastes.

Transfer Stations shall mean a disposal site, maintained by the department or franchisee, where householders of the city may deposit bulky waste, trash and/or rubbish.

The term "waste" shall mean commercial solid waste as used herein is defined to be garbage, rubbish, trash and industrial wastes as these terms are defined by section 11-4 of this Code.

(Code 1955, § 12-41)

Sec. 11-65. - Franchise required; relative rights of franchisee and city.

- (a) The city shall issue an exclusive to licensed franchisees agreement a license to engage in commercial solid waste service collection from commercial establishments and nonresidential units within the city and to service these establishments in collecting garbage, waste and trash, provided that an applicant for said franchise agreement shall, in the judgment of the city commission, be qualified to serve in such capacity, and further provided that said all applicants for said franchise shall meet the specifications set forth in this article as a condition for the issuance of said franchise agreement, and such other specifications and requirements as the city commission may from time to time promulgate. The city retains all of the powers of a municipality of the State of Florida, for the exercise of its police power governing the health and welfare of its citizens for the purpose of reviewing the services rendered to the commercial, multifamily and nonresidential accounts, the maintenance of rate schedules, method employed for the accumulation and removal of waste, and the imposition of penalties for failure to render service to particular commercial accounts or the violation of the provisions of this Code.
- (b) The city manager or designee shall, with the successful applicants, have the power to establish the type, frequency and amount of solid waste collection service needed and to be rendered to all areas of the city and to promulgate rules and regulations not inconsistent herewith. Further, the city manager or designee, along with the franchisee, is authorized to implement the terms of the franchise so that questions of use of public streets, problems of access to customers for service which might arise from time to time, complaints, if any, and other questions can be justly and expeditiously resolved. The city shall provide means of egress and ingress to points to be collected by the franchisees and require the cooperation of its citizenry and commercial establishments in implementing the services provided by this article.
- (c) The license shall be for a period of two (2) years, subject to the provisions of this article, and such other regulations as may be established by the city commission. The franchisees shall not be authorized to assign its license or subcontract any portion thereof without the specific written consent of the city. However, the franchisees may from time to time (with the approval in writing of the city), exchange isolated accounts with other licensed operators within the city for the convenience of the consumers involved or the individual licensed commercial waste haulers. The exchange of such accounts shall not increase the cost for said service to any consumer.
- (d) The city shall determine the monthly rate schedule for service of all accounts in the city and said rates shall be binding upon the franchisees. The rate schedule shall be subject to review once a year at each anniversary date of the franchise agreements said account. The franchisees may petition the city commission for a change in the scheduled rates and shall submit proper proof and substantiation to thereof of the city commission which, in its discretion, may amend the schedule of the rates applicable to the franchisees.
- (f) The city manager or designee is assigned the responsibility for enforcement of commercial solid waste collection procedures enumerated herein.

- (eg) Upon the granting of a franchise, the city shall notify all commercial and non-residential accounts effected thereby that service by the city will be terminated within ninety (90) days thereafter, except in those cases where the contractual arrangements require that such service be provided for a longer period. The city and the franchisees shall make such arrangements as shall permit the orderly transfer of waste collection service from the public works department of the city to the franchisees.

(Code 1955, § 12-42; Ord. No. 99-12, § 1 9-8-99)

~~Sec. 11-66. — Effect on existing contracts and licenses.~~

~~The city recognizes all existing commercial garbage, waste and trash pickup contracts in existence upon the effective date of this article. It shall be unlawful, for any person to operate, engage in or conduct any business involving the collection or disposal of waste, trash or garbage as defined in this Code within the city who does not hold a current, valid license issued prior to February 23, 1977. Prior licenses shall be valid until the renewal date thereof. Upon renewal, the said license shall be issued to the licensee only for the purpose of servicing the customers the said licensee previously serviced in the preceding license year, and no licensee applying for a license to collect commercial waste within the definition of this article shall be entitled to solicit new accounts within the city in contravention or derogation of the franchise created hereby, or in contravention of the rate schedule under which said franchise is regulated, or in derogation of the revenue provisions derived therefrom by the city.~~

(Code 1955, § 12-43)

Sec. 11-67. - Applications and forms.

The public works department shall prepare all forms for applications and vehicle permits, review and approve applications for licenses for waste service by private waste contractors. It shall be the obligation of the private waste contractor to have all forms accurately completed and submit same to the public works department for its review and approval, and transmittal to the city manager.

(Code 1955, § 12-44)

Sec. 11-68. - Collection standards; dumpster location; dumpster size and frequency; noncompliance; grounds for revocation.

- (a) All work relative to the collections contemplated in this article shall be performed as scheduled in a workmanlike manner. Upon completing each collection permitted hereunder, the ~~franchisee~~licensee shall properly replace all dumpsters and containers and leave the premises so serviced in a litter-free and sanitary condition.
- (b) The director or director's designee is hereby required and granted full power and authority to designate the location of dumpsters and the number of dumpsters to be kept at each location. All dumpsters shall contain the identification of the franchisee and must be clean, kept closed, and free of graffiti. Any dumpster which do not conform to the provisions of this chapter or which contain other defects likely to hamper the collection of or injure the person collecting the contents or any dumpster other than the ones provided by franchisee thereof are illegal. Such dumpsters pose a health and safety concern and shall be promptly replaced by the owner or franchisee upon receipt of written notice. At no time will the department service any such illegal dumpsters. After notification, illegal dumpsters that pose a health and safety concern shall be removed at the discretion of the director or his/her designee in accordance with this chapter.
- (c) For multi-family dwellings the contract must specify a minimum of a two cubic yard (2 CY) dumpster of sufficient capacity so as to avoid overflowing conditions with a minimum twice per week collection; two true and accurate copies of said contract shall be furnished to the director or his/her designee. The dumpster must be capable of holding a minimum of one week's collection of solid waste for the number of units or size and activity of business establishment being served.

The following standards for dumpster size and frequency of collection are presented merely a guide.

<u># of Units</u>	<u>Dumpster Capacity</u>	<u>Minimum Frequency</u>
<u>5-8</u>	<u>2 cy</u>	<u>2 x week</u>
<u>9-16</u>	<u>4 cy</u>	<u>2 x week</u>
<u>17-32</u>	<u>6 cy</u>	<u>3 x week</u>
<u>33-48</u>	<u>8 cy</u>	<u>3 x week</u>
<u>Over 48</u>	<u>8 cy</u>	<u>5 x week</u>

Note: Frequency will increase depending on health and safety concerns and mutually agreed to terms and conditions of the franchisee and customer. All equipment utilized by a franchised private hauler shall comply with the requirements and provisions of this chapter. All dumpsters shall be screened from the direct view of the adjacent property owner. The department reserves exclusively the right to collect solid waste from any city governmental facility, or any facility constructed or erected on city-owned or leased property, regardless of location.

(b) If the director of the public works department shall determine that ~~the franchisee~~ licensee has failed to comply with the provisions of this article or the rules and regulations established and authorized, he shall so notify the offending ~~franchisee~~ licensee, in writing, by certified mail, and demand that such ~~franchisee~~ licensee cause the violation to be remedied within five (5) days. If the violation is not remedied within the prescribed time, the director of the public works department shall certify such noncompliance to the city manager, who shall thereupon, proceed according to chapter 13, article II of this Code, revoke the ~~franchise agreement~~ license of said licensee.

(Code 1955, § 12-45)

Sec. 11-69. - Waste vehicle permits.

~~Franchisees~~ Licensed collectors shall be required to have valid vehicle permits for each collection vehicle. Each vehicle shall display said permit in a prominent and easily visible location.

(Code 1955, § 12-46)

Sec. 11-70. - Inspection of vehicles.

All vehicles shall be properly inspected by the appropriate governmental agencies ~~and by the city.~~ As necessary, the public works department may shall inspect all vehicles for safety, cleanliness and proper licensing, ~~and etc., as may be necessary.~~

(Code 1955, § 12-47)

Sec. 11-71. - Marking of vehicles.

Each vehicle operated within the city under this article shall be conspicuously marked on both sides of the vehicle in stenciled letters in an area of not less than thirty (30) inches by fourteen (14) inches with the following information:

Top line: City of Opa-locka, license number _____.

Second line: The licensee's name.

All markings shall be approved by the public works department of the city. (Code 1955, § 12-48)

Sec. 11-72. - Application for ~~franchise agreement~~ license; requirements and conditions.

Every ~~person~~ individual, firm, corporation, partnership, association, organization or any other group acting as a unit, interested in a franchise agreement ~~required to procure a commercial waste collection license shall submit an application for such agreement~~ license to the city manager or designee as part of a request for proposal (RFP) issued by the city. Such ~~RFP~~ application shall include some of the following:

- (a) Be a written statement upon the form provided by the city. The form shall be sworn to by the applicant before a notary public of this state, as to the time of the statements contained therein.
- (b) Require the disclosure of all information necessary in compliance with this article.
- (c) Be accompanied by a certified check for the total amount of the fees chargeable for such ~~application~~ license. All non-refundable fees shall be held by the city manager until a final determination is made as to the issuance of a franchise agreement ~~license~~.
- (d) The successful applicant shall be able to post a performance bond in the amount of ~~one two~~ two hundred thousand dollars (\$~~200,000.00~~ 4200,000.00), should the city decide that such bond is necessary to guarantee performance.
- (e) To demonstrate ability to perform by the ~~franchisee~~ contractor, the applicant shall submit certification by letter or statement, to a current date, by a certified public accountant showing the applicant to have a net worth of at least ~~two five~~ five hundred thousand dollars (\$~~2500,000.00~~ 500,000.00). Said statement shall further reflect that the applicant or its principal officers have had at least a minimum of five (5) years of experience in commercial waste collection.
- (f) ~~The successful Applicants must have, in order to maintain the franchise agreement, an office and/or qualify for the contract, their principal place of business in the city for visits by city residents Florida, title to or the lease of ten (10) collection vehicles and facilities for the maintenance and repair of said vehicles in order to insure service to the commercial establishments of the city at all times.~~
- (g) The applicant must be an equal opportunity employer.

(Code 1955, § 12-49)

Cross reference— Surety bonds generally, § 2-84.

Sec. 11-73. - Prerequisites to license issuance.

- (a) The applicant(s) for a franchise agreement license ~~under this article, or if an individual, firm, corporation, partnership, association, organization or any other group acting as a unit, any person having any financial, controlling or managerial interest therein, shall be of good moral character. In making such determination the following shall be submitted by the applicant:~~
 - (1) *Name and business address:* If the applicant is a partnership or corporation, the names and business addresses of the principal officers and stockholders, and other persons having any financial or controlling interest in the partnership or corporation.
 - (2) *Fingerprints:* All applications shall be accompanied by fingerprints of the applicant, if an individual, and if the applicant is other than an individual, then the fingerprints of the principal controlling officers of the applicant shall be furnished. Such service shall be provided to the applicant by the city police department.

- (3) *Penal history:* A record of all convictions, reasons therefor, sentence imposed for each such conviction, and the demeanor subsequent to the last such conviction shall be provided by the applicant. If the applicant is other than an individual, then the principal controlling officers of the applicant shall provide the aforesaid information upon the forms approved by the city.

Each such applicant as hereinbefore defined shall execute written consent, upon forms provided by the city, to be sworn to by such applicant before a notary public of this state, authorizing any and all agencies, organizations and governmental bodies, federal, state and local, to release and disclose all records pertaining to the information requested in this section and in subsections (4) and (5) hereunder to the city, and said written consent shall authorize the public disclosure of all such information and records. The police department of the city shall thereafter review such record and, if merited, issue a certificate of compliance indicating the satisfactory demeanor of such individuals and listing a record of conviction(s).

- (4) *Franchisee license history:* A franchisee license history of the applicant, setting forth whether or not such applicant previously operated in this or another state under a franchisee license, and whether the applicant has had such agreement license revoked or suspended, and if so, the reasons for said revocation or suspension shall be set forth.
- (5) *General personal history:* The applicant shall provide such other facts as are thought to be relevant to the general personal history of any applicant. If the applicant is other than an individual, then the applicant shall provide such other facts as are thought to be relevant to the general personal history of the principal controlling officers of the applicant.
- (b) The application setting forth the penal history, license and general personal history of the applicant, individual or otherwise, shall be reviewed by the city for the purpose of determining the moral character of the applicant. Good moral character shall be determined by:
- (1) General traits, reputation as to sobriety, honesty, loyalty, trustworthiness, reliability and discretion of the applicant;
 - (2) The associations, type of persons, groups, organizations or movements with which the applicant has been associated;
 - (3) The nature of the offenses for which the applicant was convicted, if any, the sentences imposed thereon, the demeanor of the applicant following the conviction, and/or release from any incarceration imposed therefrom, and the rehabilitation of said applicant into society;
 - (4) The previous franchisee license history of the applicant, if any, as attested to by the city manager or city clerk;
 - (5) Investigation of the city may include, but not be limited to, neighborhood investigations, credit agencies, the records of law enforcement agencies, and other sources of recorded information.
- (c) The application shall be accompanied by a certificate of approval furnished by the director of the department of public works to the effect that he is satisfied as to the following:
- (1) The adequacy of the equipment to be used in compliance with the requirements of this article.
 - (2) The method of collection to be employed.
 - (3) The refuse dump, incinerator plant or other place, means or location indicated, in writing, by the licensee to be used for final disposal.

(Code 1955, § 12-50)

Sec. 11-74. - Franchisee license issuance.

The city manager clerk shall issue the franchise agreement all licenses approved by the city commission manager.

(Code 1955, § 11-74)

Sec. 11-75. - Insurance required.

Before actually commencing business, the franchisee-licensee shall obtain the following insurance from a firm with a minimum rating of "A3" from Moody's Investor Service and shall furnish the original liability policy to the city clerk with a certificate of insurance for all policies written in the franchisee's licensee's name. This certificate shall provide that the policies contain an endorsement requiring that the city shall be furnished, within ten (10) days, written notice by registered mail prior to cancellation or material change in any policy. The sufficiency of the insurance shall be certified by the city manager prior to commencing business. Termination of insurance coverage shall automatically terminate the right of the franchisee-licensee to operate within the city.

- (a) *Worker's compensation:* The franchisee-licensee shall carry, with a company authorized under the laws of the State of Florida, a policy to protect against liability under the workmen's compensation and occupational diseases statutes of the State of Florida.
- (b) *Automobile liability insurance:* The franchisee-licensee shall carry, in his own name, a comprehensive policy to insure the entire automobile liability of his operations with limits not less than one hundred thousand dollars (\$100,000.00) each person and three hundred thousand dollars (\$300,000.00) each accident bodily injury liability, and fifty thousand dollars (\$50,000.00) each accident for property damage liability per vehicle. In addition to the above insurance there must be excess coverage to at least one million dollars (\$1,000,000.00).
- (c) *General liability:* The franchisee-licensee shall carry, in his own name, a comprehensive liability policy for his operations other than automobile with limits of at least one hundred thousand dollars (\$100,000.00) for each person and three hundred thousand dollars (\$300,000.00) for each accident bodily injury liability, and fifty thousand dollars (\$50,000.00) each accident for property damage liability.
- (d) *Liability of the city.* The above insurance requirements shall not be construed as imposing upon the city, or any official or employee, any liability or responsibility for damages to any person injured or any property damaged by a franchisee-commercial-waste-collection-licensee.

(Code 1955, § 12-52)

Sec. 11-76. - Power of city to regulate charges.

The city will regulate the prices to be charged by the successful applicant based on a monthly service charge for container and pickup fee per yard in the manner and in the amounts set forth in a resolution of the city commission kept on file in the city clerk's office.

Sec. 11-77. - Reports and payment of fees.

- (a) Commencing ~~thirtyniney (930)~~ thirty (30) days after the date of the issuance of a ~~license-franchise agreement~~ hereunder and continuing ~~monthlyquarterly~~ monthly thereafter on the same day of each and every ~~monthquarter~~ month, the ~~license-franchisee~~ shall file with the city manager, on forms approved by the city, a report under oath designating the names and addresses of the accounts serviced by said ~~license franchisee~~ in the city for the preceding ~~monthquarter~~ month together with the gross monthly service fee received from each said account, and shall pay to the city, ~~monthlyquarterly~~ monthly, and simultaneous with the filing of said report, a sum equal to ~~twenty-eightfive per cent (285%)~~ twenty-eight (28%) of the licensee's total gross monthly receipts as reflected on each such report. ~~In addition thereto, the license franchisee shall pay to the city a sum equal to three per cent (3%) of the total gross monthly receipts collected by the city as consideration for the city administering the collection of waste fees due hereunder and submitting on a monthly basis to license franchisee the sums due said commercial trash collector, less the sums herein set forth.~~
- (b) Commencing from city commission approval, the franchisee shall pay the city a seventy-five dollar (\$75.00) permit fee for every ninety (90) days for any and all construction dumpster or roll-off accounts. The ninety(90) day permit fee will not be included in gross revenue and may be charged as a pass through to the customer; however, the gross monthly fee will be applied to revenues generated from

servicing such accounts. Upon the expiration of the ninety (90) days, the franchisee will have to re-submit a permit.

(a)(c) As may be directed by the city manager, the franchisee may collect illegal dumping and separately charge the city for said solid waste service per contract as approved by the City commission. All tenants and/or owners of property receiving city collection service for illegal dumping shall receive written notification, with supporting documentation, for payment within five (5) days. This service of the city shall not exempt the property from imposition of lien for failure to pay for said services as provided by section 11-49

(cb) Commencing thirty (30) days after date of the issuance of a license-franchise agreement hereunder, the license-franchisee shall commence to file monthly reports with the city manager, indicating every commercial account acquired by said franchisee for service hereunder and the contract amount(s) for such service.

(c) In addition to ~~twenty-eight five per cent (528%)~~ per cent of the gross receipts from the contracts derived from the collecting of commercial accounts from customers within the corporate limits of the city hereunder, and the ninety (90) day permit fee, the city shall also be entitled to annual occupational license fees from the franchisee, for any and all commercial waste collection licensees' waste collection vehicles, inspection fees, and liquidated compensatory damages for such accounts as the city may have had to service or caused to be serviced by franchisee licensed contractor other than the license-franchisee for its failure to perform as required by this article.

~~(d) Upon receipt of the report of the licensed franchisee indicating commercial accounts serviced by the said licensed franchisee, the city shall collect all trash collection fees due in the same manner as the city collects fees for other utility services and shall deduct therefrom all sums due the city as set forth in section 11-77(a) and remit the net balance of said fees to the licensed franchisee.~~

(Code 1955, § 12-54)

Sec. 11-78. - Term and option to renew franchise.

The franchise agreement is granted for a period of two (2) years subject to the provisions of this article, unless earlier terminated as a result of the failure of the ~~franchisee contractor~~ to comply with the provision of this article and to provide effective and efficient service. The ~~franchisee contractor~~ shall have an option to renew the franchise agreement on the same terms and conditions as may be modified and mutually agreed to, for a period of two (2) additional years, by exercising such option not less than one hundred and twenty (120) days prior to termination of the contract franchise in writing to the city.

(Code 1955, § 12-55)

Sec. 11-79. - Payment of fees; delinquencies; appeal.

(a) Garbage, trash, permit and waste collection fees for private waste collection shall be paid as provided in this article. In the event charges for services shall not be paid within thirty (30) days after billing, notice of delinquent payment shall be mailed by certified mail to the property benefited by such service, to the attention of the owner or tenant thereof. All delinquent garbage, waste and trash fees shall bear interest from the date of delinquency at a rate of ~~eighteen fifteen~~ per cent (185%) per annum of the amount of the delinquency. Failure to receive payment in full within ten (10) days thereafter shall authorize the ~~franchisee~~ licensee to discontinue service and pursue other legal remedies for collection.

(b) Any person who disputes the amount of imposition of any garbage, trash, permit or waste fee shall have the right of appeal, to the city commission.

(c) All owners of property receiving collection service for discontinued service or illegal dumping abutting their property in the public right-of-way may, upon written notification to the department of public works, have billing forwarded directly to the tenant served thereby, provided that said tenant has

deposited with the city, the required waste collection deposit as provided by this Code. This service of the city shall not exempt the property from imposition of lien for failure to pay for said services as provided by this section. Delinquent notices of the tenants shall be sent to owners of property as well as tenants.

- (d) Payments of fees for discontinued service or illegal dumping shall be made in full within thirty (30) days from notification.
- (e) No refunds or discounts shall be made.
- (f) All payments pursuant to this chapter for discontinued service or illegal dumping shall be made to the city.
- (g) An official receipt shall be procured showing payment.
- (h) A copy of such receipt shall be retained by the city and shall be held available for inspection by authorized employees of the public works department.
- (i) The address on the receipt must be the same as the address where the discontinued service or illegal dumping was collected.
- (j) Any person who disputes the discontinued service or illegal dumping fees imposed for collection by the city shall have the right of appeal to the city commission. Appeal shall be taken by filing with the city clerk within ten (10) days after written notice mailed.
- (k) In the event any charge for city collection of waste shall become delinquent, the city shall give notice that the city shall exercise all remedies permitted by law five (5) days thereafter unless within that time a notice of appeal, including the grounds therefor, is filed with the city clerk. On receipt of said notice of appeal, the clerk will place it on the agenda for consideration at the next commission meeting, and give notice of the time and place of such meeting to the appellant. The commission shall determine the merits of the appeal after public hearing. In the event the appeal is denied, the city shall immediately exercise all remedies permitted by law.
- (l) All delinquent discontinued service or illegal dumping fees shall bear interest from the date of delinquency at the rate of eighteen per cent (18%) per annum.
- (m) Each discontinued service or illegal dumping fee charged pursuant to this Code for collection by the city is hereby made a lien on the premises benefited by the services of the city. Notice of lien shall be mailed by certified mail to the property benefited. The lien on the premises benefited shall be certified to and filed with the clerk of the circuit court of Dade County, Florida, in the manner provided for liens generally. The lien for said services with interest and penalties allowed by law shall be collected as other municipal taxes are collected and enforced and may be foreclosed in the manner provided by law.

Sec. 11-80 - Enforcement and administrative fees.

- (a) The director of public works, or designee, shall have the authority to initiate enforcement proceedings, against any person, franchisee, licensee, firm, corporation or other legal entity who has not strictly complied with the provisions of this chapter.
- (1) If a violation of this chapter is determined, the city shall issue a notice of violation to the violator, as provided in this Code. The notice shall inform the violator of the nature of the violation, the amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within ten days after service of the notice of violation, and that failure to do so shall constitute an admission of the violation and waiver of the right to a hearing.
- (2) A dumpster or roll-off/container from a non-franchisee or non-licensee shall be subject to seizure and impoundment. Written notice of the city's intent to seize the roll-off/container shall be posted to the roll-off/container which is subject to seizure and impoundment. The city shall not seize any roll-off/container within ten (10) days from the posting of the written notice. In addition to posting notice, the city shall also provide written notice of such seizure and impoundment to all persons, firms,

corporations, or other legal entities, whom the city knows, or with reasonable investigation should know, to have a legal interest in the subject roll-off/container by certified mail, return receipt requested, within 24 hours of posting notice. The written notice shall include the following:

- a. The name of the city department or division issuing such notice.
- b. The date upon which the notice was issued.
- c. The date that the notice was posted to the roll-off/container.
- d. The section number of the City Code or ordinance that has been violated.
- e. Notice that the department will seize and impound the roll-off/container in the event that the roll-off/container is not removed from the premises within ten (10) days from the date of the posting of the written notice.
- f. Notice of the right to request a preliminary hearing, pursuant to this chapter to contest the seizure and impoundment of the roll-off/container.
- g. Notice of the right to request a preliminary hearing, to contest the seizure and impoundment of the roll-off/container and immediately retrieve the roll-off/container from the department upon the posting with the department a cash bond in the amount of \$500.00, plus costs incurred by the department.
- h. Notice of the right to waive the preliminary hearing and immediately retrieve the roll-off/container from the city upon the payment of a \$500.00 administrative penalty, plus costs incurred by the city.
- i. Notice that the failure to request a preliminary hearing within ten (10) days after the notice was mailed shall constitute a waiver of the right to a preliminary hearing pursuant to this chapter.

A roll-off/container that has been seized and impounded, which has not been returned to the owner or interested party by virtue of a preliminary hearing, final hearing, appeal, or payment of an administrative penalty, shall become the property of the city.

(3) The city shall immediately seize and impound a roll-off/container in the event the department determines that said roll-off/container constitutes a public nuisance and poses a health and safety concern. Written notice of the city's action shall be posted at the site where the roll-off/container was located. In addition to posting notice, the department shall also provide written notice of such seizure and impoundment to all persons, firms, corporations, or other legal entities, whom the department knows, or with reasonable investigation should know, to have a legal interest in the subject roll-off/container by certified mail, return receipt requested, within 24 hours of posting notice. The written notice shall include the following:

- a. The name of the city department or division issuing such notice.
- b. The date upon which the notice was issued.
- c. The date that the notice was posted at the location where the roll-off/container was found.
- d. The section number of the City Code or ordinance that has been violated.
- e. Notice of the right to request a hearing, pursuant to this chapter to contest the seizure and impoundment of the roll-off/container.
- f. Notice of the right to request a hearing, pursuant to this chapter, to contest the seizure and impoundment of the roll-off/container and immediately retrieve the roll-off/container from the department upon the posting with the department a cash bond in the amount of \$500.00, plus costs incurred by the city.
- g. Notice of the right to waive the hearing and immediately retrieve the roll-off/container from the city upon the payment of a \$500.00 fine, plus costs incurred by the department.
- h. Notice that the failure to request a hearing within ten (10) days after the notice was mailed shall constitute a waiver of the right to a preliminary hearing pursuant to this chapter.

1. A roll-off container that has been seized and impounded, which has not been returned to the owner or interested party by virtue of a preliminary hearing, final hearing, appeal, or payment of an administrative penalty, shall become the property of the city.

(Code 1955, § 12-56)

ARTICLE III-A. - WASTE COMPACTING SERVICES

Sec. 11-79.1. - Short title.

This article shall be known as the "City of Opa-locka Waste Compacting Services Franchise Ordinance."

(Ord. No. 01-16, § 2, 11-14-01)

Sec. 11-79.2. - Legislative intent.

It is the purpose and intent of this article to provide, at the discretion of the City Manager, by franchise or agreement, for private companies to provide waste compacting services for all garbage, trash, rubbish and industrial waste generated by commercial establishments, manufacturing plants and non-residential producers, as may be designated by the city within the City of Opa-locka, Florida. With City Commission approval, the City Manager shall have the ability to include the reference commercial solid waste service as an additional scope of service to the commercial solid waste franchise agreement.

(Ord. No. 01-16, § 3, 11-14-01)

Sec. 11-79.3. - Definitions

- (a) ~~Waste shall be defined. The term "waste" as used herein and is defined to be 11-1 of this Code.~~
- (b) ~~Compacting services defined. The term "compacting services" shall mean all equipment, processes or methods by which waste is reduced in size or volume for disposal, including any packaging thereof, and includes, without limitation, rental fees, maintenance fees, set-up fees or any other charges associated with such services.~~

(Ord. No. 01-16, § 4, 11-14-01)

Sec. 11-79.4. - Franchise required; relative rights of franchisee and city.

- (a) ~~The city may issue a to franchisees a license to engage in waste compacting services for commercial establishments, manufacturing plants and non-residential units within the city, provided that an applicant for said franchise shall meet the specifications set forth in this article as a condition for the issuance of said franchise, and such other specifications and requirements as the city commission may, from time to time, promulgate. The city retains all of the powers of a municipality of the State of Florida, for the exercise of its police power governing the health and welfare of its citizens for the purpose of reviewing the services rendered to the commercial establishments, manufacturing plants, and nonresidential accounts and may limit the number of franchises to be granted (and the city manager, may, when necessary, chose which franchisee shall receive a license), the setting of franchise rates, annual registration fees, methods employed for providing compacting services, and the imposition of penalties for failure to render service to particular commercial accounts or the violation of the provisions of this Code.~~
- (b) ~~Licensed franchisees for compacting services shall not engage in waste collection from commercial establishments, manufacturing plants and nonresidential units within the city or service these establishments, plants or units in collecting garbage, waste and trash unless the franchisee has been awarded by franchise or agreement with the city the right to perform such services under article III.~~

- (c) Franchisee(s) shall be required to pay the city an annual registration fee of one thousand dollars (\$1,000.00). No person or entity may engage in compacting services until said registration fee is paid and all other required documentation is completed and approved. A compact franchise agreement license shall be for a period of one year, subject to the early termination provisions of subsection (e) below.
- (d) The franchise fee for compacting services shall be ~~twenty-eight~~ ^{six} (28⁶) per cent of the gross monthly billings of a franchisee for compacting services performed within the city. The franchise fee rate shall be subject to review once a year on the anniversary of the passage of this article. Franchisees may petition the city commission at any time for a change in the franchise fee rate for all franchisees under this article.
- (e) The city commission may grant an exclusive franchise in the discretion of the city commission as part of a commercial solid waste collection franchise or agreement pursuant to article III. If an exclusive franchise is granted under this article, all contracts which prior franchisees have entered with customers after November 14, 2001, (the date on which this article was proposed) and prior to the grant of the exclusive franchise shall be deemed terminated ninety (90) days after the city has signed a contract with the exclusive franchisee or the date provided in the contract, whichever is earlier. Following said period, only the exclusive franchisee may provide waste compacting services within the city and all other franchise licenses under this article will be deemed terminated.
- (f) A franchisee shall not be authorized to assign its license or subcontract any portion thereof without the specific written consent of the city. ~~However, franchisees may from time to time (with the approval in writing of the city), exchange accounts with other licensed operators within the city for the convenience of the consumers involved.~~
- (g) The city manager shall work with the successful franchisees to implement the terms of the franchise so that questions of use of public streets, problems or access to customers for service which might arise from time to time, complaints, if any, and other questions can be justly and expeditiously resolved. The city shall provide means of egress and ingress to points for the equipment of the franchisees and require the cooperation of its citizenry and commercial establishments in implementing the services provided by this article.

(Ord. No. 01-17 § 2, 11-28-01)

Sec. 11-79.5. - Effect on existing contracts and licenses.

Provided All persons performing compacting services as of the effective date of this article shall be required to pay a registration fee and submit all other required documentation to become a franchisee under this article. Franchisees shall be required to pay franchise fees on existing contracts for compacting services rendered after the effective date of this article. All renewals or extensions of existing contracts or any new contracts shall be governed by the provisions of this article.

(Ord. No. 01-17 § 2, 11-28-01)

Sec. 11-79.6. - Applications and forms.

The public works department shall prepare all forms for applications and permits, review and approve applications for licenses for compacting services, prepare the rules and procedures concerning compacting services operations, as well as the procedures for collection and reporting of all franchise fees due under this Article. It shall be the obligation of the private contractor or franchisee to have all forms accurately completed and submit same to the public works department for its review and approval, and transmittal to the city manager.

(Ord. No. 01-17 § 2, 11-28-01)

Sec. 11-79.7. - Service standards; noncompliance; grounds for revocation; penalty assessment.

- (a) All work relative to the compacting services contemplated in this article shall be performed as scheduled in a workmanlike manner. Upon completing any compacting services for a customer, the

licensee shall properly replace all dumpsters and containers and leave the premises so serviced in a litter-free and sanitary condition.

- (b) If the director of the public works department shall determine that a licensee has failed to comply with the provisions of this Article or the rules and regulations established and authorized, he shall so notify the offending licensee, in writing, by certified mail, and demand that such licensee cause the violation to be remedied within five (5) days. If the violation is not remedied within the prescribed time, the director of the public works department shall certify such noncompliance to the city manager, who shall thereupon, proceed according to chapter 13, article II of this Code, revoke the license of said licensee. (Code 1955, § 12-46).

- (c) Any business contracting service from an unlicensed entity shall be subject to daily fine in the amount of five hundred dollars (\$500.00).

(Ord. No. 01-17 § 2, 11-28-01)

ARTICLE III-B. - RECYCLED MATERIALS

Sec. 11-79.9. - Short title.

This article shall be known as the "City of Opa-locka Recycled Materials License Ordinance."

(Ord. No. 01-18, § 2, 11-28-01)

Sec. 11-79.10. - Legislative intent.

It is the purpose and intent of this article to provide for the registration and regulation of private companies for the hauling and disposal of recovered materials for all commercial establishments, manufacturing plants and non-residential producers, as may be designated by the city within the City of Opa-locka, Florida.

(Ord. No. 01-18, § 3, 11-28-01)

Sec. 11-79.11. - Definitions.

- (a) *Waste*: The term "waste" as used herein is defined to be garbage, rubbish, trash and industrial wastes as these terms are defined by section 11-1 of this Code.
- (b) *Recovered materials*: The term "recovered materials" means metal, paper, glass, plastic, textile or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for safe, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for disposal. Recovered materials as described above are not solid waste.
- (c) *Source separated*: The term "source separated" means the recovered materials separated from solid waste where the recovered materials and solid waste are generated. The term does not require that various types of recovered materials be separated from each other and recognizes de minimis solid waste may be included in the recovered materials. Materials are not considered source separated when two or more types of recovered materials are deposited in combination with each other in a commercial collection container located where the materials are generated and such materials contain more than ten percent (10%) solid waste by volume or weight. For purposes of this definition, the term "various types of recovered materials" means metals, paper, glass, plastic, textiles and rubber.

(Ord. No. 01-18 § 4, 11-28-01)

Sec. 11-79.12. - License required; relative rights of licensee and city.

- (a) The city may issue a license to engage in hauling and disposal of recovered materials for commercial establishments, manufacturing plants and nonresidential producers designated by the city within the city, provided that an applicant for said license shall meet the specifications set forth in this article as a condition for the issuance of said license, and such other specifications and requirements as the city commission may, from time to time, promulgate. All licensees shall be permitted to provide compactors and/or roll-off containers to engage in the hauling and disposal of recovered materials under this article. The city retains all of the powers of a municipality of the State of Florida, for the exercise of its police power governing the health and welfare of its citizens for the purpose of reviewing the services rendered to the commercial establishments, manufacturing plants, and nonresidential accounts annual registration fees, methods employed for providing collection/hauling services, and the imposition of penalties for failure to render service to particular commercial accounts or the violation of the provisions of this Code.
- (b) Licensees for recovered materials shall not engage in waste collection from commercial establishments, manufacturing plants and nonresidential units within the city or service these establishments, plants or units in collecting garbage, waste and trash unless the licensee has been awarded by franchise or agreement with the city the right to perform such services under article III, or if applicable, under article III-A as limited to compacting services.
- (c) Licensees shall be required to pay the city an annual registration fee of one thousand dollars (\$1,000.00). No person or entity may engage in hauling and disposal of recovered materials until said licensee fee is paid and all other required documentation is completed and approved. A license shall be for a period of one year.
- (d) A licensee shall not be authorized to assign its license or subcontract any portion thereof without the specific written consent of the city.
- (e) The city manager shall work with the successful licensees to implement the terms of the license so that questions of use of public streets, problems or access to customers for service which might arise from time to time, complaints, if any, and other questions can be justly and expeditiously resolved. The city shall provide means of egress and ingress to points for the equipment of the licensees and require the cooperation of its citizenry and commercial establishments in implementing the services provided by this article.

(Ord. No. 01-18, § 5, 11-28-01)

Sec. 11-79.13. - Required state licensing.

As an ongoing condition of becoming a licensee under this article and thereafter performing services under this article within the city, all licensees shall be a recovered materials dealer certified by the department of environment protection pursuant to the provisions of Rule 62-722, Florida Administrative Code. Licensees shall be required to submit a copy of its certification pursuant to Section 403.704-6(3)(6), Florida Statutes, at the time of paying the fee.

(Ord. No. 01-18, § 6, 11-28-01)

Sec. 11-79.14. - Effect on existing contracts and licenses.

The city recognizes all existing contracts in existence on the date which this article became effective, provided that all persons hauling and disposing of recovered materials as of the effective date to this article shall be required to pay the license fee and submit all other required documentation to become a licensee under this article.

(Ord. No. 01-18, § 7, 11-28-01)

Sec. 11-79.15. - Applications and forms.

The public works department shall prepare all forms for applications and permits, review and approve applications for licenses for recycling services, prepare the rules and procedures concerning compacting services operations, as well as the procedures for registration under this article. It shall be the

obligation of the private contractor to have all forms accurately completed and submit same to the public works department for its review and approval, and transmittal to the city manager.

(Ord. No. 01-18, § 8, 11-28-01)

Sec. 11-79:16. - Service standards; noncompliance; grounds for revocation; penalty assessment.

- (a) All work relative to the services contemplated in this article shall be performed as scheduled in a workmanlike manner. Upon completing any services for a customer, the licensee shall properly replace all dumpsters and containers and leave the premises so serviced in a litter-free and sanitary condition.
- (b) If the director of the public works department shall determine that a licensee has failed to comply with the provisions of this article or the rules and regulations established and authorized, he shall so notify the offending licensee, in writing, by certified mail, and demand that such licensee cause the violation to be remedied within five (5) days. If the violation is not remedied within the prescribed time, the director of the public works department shall certify such non-compliance to the city manager, who shall thereupon, proceed according to chapter 13, article II of this Code, revoke the license of said licensee. (Code 1955, §12-46).
- (c) Any business contracting service from an unlicensed recycled materials company shall be subject to a daily fine in the amount of five hundred dollars (\$500.00).

(Ord. No. 01-18, § 9, 11-28-01)

ARTICLE IV. - DUMPSTER ENCLOSURES

Sec. 11-80. - Short title.

This article shall be known and may be cited as the "Dumpster Enclosure Ordinance of the City of Opa-locka, Florida."

(Ord. No. 01-7 § 1 5-23-01)

Sec. 11-81. - Purpose.

The purpose of this article is to provide a uniform system of requirements for utilization of dumpsters in commercial industrial and business districts within the City of Opa-locka, Florida, thereby enhancing the aesthetics of the city and protecting its citizenry from potential health hazards.

(Ord. No. 01-7, § 2, 5-23-01)

Sec. 11-82. - Dumpster enclosure required.

- (a) Dumpsters shall be maintained in an enclosure with the service and access gate(s) closed except when being serviced by a collector or when being used to access the dumpster.
- (b) Dumpster lids shall be kept closed at all times when the dumpster is not being used or serviced.
- (c) Garbage and trash shall be placed inside the dumpster and not on or around the dumpster or the enclosure. Loose garbage and trash in plain view is a violation of code, a health hazard, and aesthetically undesirable. The property owner shall be responsible for keeping the enclosure and surrounding area litter-, garbage- and trash-free at all times. It shall be a violation of the Code of Ordinances to allow the dumpster to be filled to over capacity so that the dumpster lid is prevented from closing on top of the garbage bags.
- (d) Dumpster enclosure shall be kept in good repair at all times.
- (e) Location on site of a dumpster enclosure shall require the prior approval of the public works director and the building officials.

(Ord. No. 01-7 § 5-23-01)

Sec. 11-83. - Dumpster enclosure specifications, materials, location.

- (a) *Placement.* A dumpster shall be kept in a place easily accessible to authorized collection vehicles at all times and no service shall be given to those placing or permitting objects, ground level or overhead obstructions, or vehicles, to hinder in any way whatsoever the servicing of bulk containers purposes of collection only, all dumpsters shall be placed within an approved enclosure.

It shall be unlawful for any person to place or store, or allow to be placed or stored, a dumpster upon or in any public street, alley or right-of-way provided, however, that such container or receptacle may be placed in the public right-of-way during the collection/emptying process.

- (b) *Dumpster space designation and enclosure requirement.* All real property in a commercial, industrial or business zoning classification utilizing dumpsters shall provide an enclosure of a size that would permit the moving in or out of the dumpster without damage to the enclosure and shall be a minimum of twelve (12) inches above the dumpster.
- (c) *Approved enclosure.* All enclosures shall consist of walls; fencing shall be of wood, plastic lumber or chain-link. Wood or plastic lumber shall be a minimum of one and one-half (1½) inches thick. Enclosures shall have a gate for collection equipment access, and may also have a gate for pedestrian access. All gates shall be totally opaque and the enclosures shall be constructed of one of the following materials:
- (1) *Masonry walls.* All exterior faces of the wall shall be finished and of professional quality such as stucco, prefinish blocks, stacked block and struck joints, shadow blocks, painted or similarly installed in a workmanlike manner and meeting with the approval of the building, planning and zoning department.
 - (2) *Concrete walls.* Pre-case concrete walls of quality deemed acceptable to the building, planning and department.
 - (3) *Wood fencing.* Substantial wood fencing or durable species incorporated architectural design features to enhance appearance, of quality and design acceptable to the director of building, planning and zoning or his/her designee. In making this determination, consideration shall be given to:
 - a. The thickness of the wood, which must be a minimum of one and one-half (1½) inches;
 - b. Whether the wood is pressure treated or has a finish that protects the wood from the elements; and
 - c. Minimum six (6) inches by six (6) inches corner post and four (4) inches by four (4) inches intermediate posts of pressure treated materials.
- (d) *Maintenance.* Approved enclosure[s] shall be maintained in good condition, repair and appearance at all times so as to allow for collection of materials and to eliminate odors.
- (e) *Gates.* Dumpster enclosure gates shall be constructed of a metal frame with wood or metal slats or other facing materials. Servicing gates, upon opening, may not swing into the right-of-way and shall incorporate gate stops that are functional in the full open and closed positions. Hinge assemblies shall be strong and durable such that access and servicing gates shall be no more than forty-eight (48) inches in width and no less than thirty-six (36) inches in width. Enclosure gates shall be closed at all times except for the time necessary to service the bulk container. Maze-style openings shall be permitted in place of a pedestrian access gate. A maze-style opening is an opaque wall or fence that can be located no more than forty-eight (48) inches and no less than thirty-six (36) inches from the enclosure opening and must be a minimum length of one and one-half (1½) times in length of the opening and shall be centered upon the opening. Enclosure openings shall be no more than forty-eight (48) inches in width and no less than thirty-six (36) inches in width.
- (f) *Setback.*

- (1) All dumpster enclosure walls and/or fences shall be located a minimum of five (5) feet from adjoining commercial areas and ten (10) feet from adjoining residential uses unless not physically possible; and
 - (2) A minimum of five (5) feet from public and private rights-of-way unless not physically possible.
- (g) *Garbage containers.* All receptacles and bulk containers which receive garbage, liquid waste or food from food-handling operations including, but not limited to, bakeries, meat-processing plants, restaurants, or any business establishment where it is determined that garbage, liquid waste of food will be accumulated, shall have a poured to grade level concrete slab. If available, the dumpster site shall have facilities for washing containers and ability to drain to an acceptable sanitary disposal system. If the aforementioned facilities are available, or can be reasonably installed, then the dumpster shall have wash-out plugs. For purposes of this article, storm drains shall not be considered as an acceptable sanitary disposal system.

If no suitable drain, grease trap or sanitary disposal system is available, the dumpster containers shall be sealed so that no liquid gets on the pad or ground. Dumpster collection shall be frequent enough so as to keep odors to a minimum. Odors shall also be kept at a minimum through artificial means such as masking agents or whatever products are available to handle odors. Containers shall be constructed in accordance with the provisions of the South Florida Building Code and must be approved by and meet the Florida Department of Health requirements.

- (h) All dumpsters and trash receptacles must comply with this article except for the following:
- (1) Dumpster/receptacles located in properly screened service yards. (Those screened from public ways with a minimum six-foot-high fence and/or suitable dense landscaping, as approved by one building department). The dumpsters/receptacles must not be visible from the public's view.
 - (2) Dumpsters/receptacles located at permitted construction sites.
 - (3) Dumpsters/receptacles properly screened with suitable dense landscaping or not visible from the public right-of-way, residential areas or the public's view.
- (i) Residential trash, trash and garbage receptacles may not be placed for curbside pickup more than twenty-four (24) hours before pickup and all receptacles must be removed from the curbside within twenty-four (24) hours after pickup.

(Ord. No. 01-7, § 4, 5-23-01)

ARTICLE V—COMMERCIAL SOLID WASTE COLLECTION AND ADMINISTRATIVE FEES

Sec. 11-90. - Short title.

This article shall be known as the "City of Opa-locka Commercial Solid Waste Collection And Administrative Fee Ordinance."

Sec. 11-90.1. - Legislative intent.

It is the purpose and intent of this article to provide for the regulation and enforcement of commercial solid waste collection, as may be designated by the city within the City of Opa-locka, Florida.

11-93

- (a) Civil penalties assessed pursuant to this article are due and payable to the city on the last day of the period allowed for the filing of a hearing, or if proper appeal is made, when the appeal has been finally decided adversely to the named violator. The amount of such penalty assessed shall constitute and is hereby imposed as a lien against the subject property with equal rank and dignity of any other special assessment liens. Penalties for violations of the provisions of this article shall be assessed in accordance with the minimum administrative fee schedule as set forth below:
- (b) If the owner, agent, or occupant of any property within the city shall fail to comply with any determination of the city manager, or his designee, the director shall cause such work to be done and shall keep an accurate accounting of the costs thereof, whereupon the amount of such costs and the interest thereon shall constitute and is hereby imposed as a lien against the subject property with equal rank and dignity of any other special assessment liens. An aggrieved party may appeal both the fees and costs imposed under this section to a court of competent jurisdiction in accordance with the Florida Rules of Appellate Procedure.
- (c) Failure by an occupant of any commercial property other than multifamily residential property to comply with the regulations set forth in this chapter shall cause the city to revoke the certificate of use and local business tax receipt for said business.
- (d) In addition to any other remedies provided by this chapter or any other city ordinance, the director and the director of the department of public works shall have judicial remedies available to them for violations of this chapter or any other lawful rule or regulation promulgated hereunder as enumerated below but not limited to:
- (1) They may institute a civil action in a court of competent jurisdiction to establish liability and to recover damage for any costs incurred by the city in conjunction with the abatement of any condition prohibited by the provisions of this chapter.
 - (2) They may institute a civil action in a court of competent jurisdiction to seek injunctive relief to enforce compliance with the terms of this chapter or any rule or regulation promulgated hereunder, to enjoin and prohibit said violation or to compel the performance of actions which will result in compliance with the terms of this chapter.
- (e) These remedies are cumulative and the use of any appropriate remedy shall not constitute an election of remedies by the departments. The use of one remedy shall not preclude the use of any others.
- (f) All violations of this chapter may be brought before the code enforcement board or may be prosecuted in the county court.

Sec. 22-94. Hearings.

- (a) The owner, or authorized representative, of a roll-off/container that has been seized and impounded pursuant to subsections 22-93(a)(2) or 22-93(a)(3) of this chapter, may file a written request with the department of hearing boards for a preliminary hearing within ten days from the date the department's notice is mailed.
- (1) The hearing shall be scheduled before a special master of the city within ten days of receipt of the written request, excluding Saturdays, Sundays, and legal holidays.
 - (2) At the hearing, the city shall have the burden to show that probable cause existed to believe that the roll-off/container constituted a public nuisance under chapter 22 of the City Code and was subject to seizure and impoundment pursuant to subsection 22-93(a)(2). If the roll-off/container was immediately seized and impounded pursuant to subsection 22-93(a)(3), the city shall have the burden of showing that probable cause existed to believe that the roll-off/container constituted a public nuisance under chapter 22 of the City Code and posed a health and safety concern.
 - (3) The formal rules of evidence shall not apply at the hearing and hearsay and circumstantial evidence is admissible.
 - (4) If, after the hearing, the special master determines that the city has met its burden, as set forth by subsection (a)(2), the special master shall order the continued impoundment of the roll-off/container, if applicable, and set the date for a final hearing. The owner, or authorized representative, may immediately retrieve the roll-off/container from the department upon the posting of a cash bond with the department in the amount of \$500.00 without impairing the right to a final hearing.
 - (5) If, after the hearing, the special master determines that probable cause did not exist, the roll-off/container shall be released forthwith to the owner, or authorized representative, without the imposition of the administrative civil penalty. If the owner, or authorized representative, has already posted a bond for the immediate release of the roll-off/container, the bond shall be refunded to the owner or authorized representative.
- (b) The final hearing shall be scheduled and held, unless continued by order of the special master, no later than 30 days after the date that the roll-off/container was seized and impounded. At the final hearing, the city shall have the burden of showing by clear and convincing evidence that the roll-off/container constituted a public nuisance under chapter 22 of the City Code. If the roll-off/container was seized and impounded pursuant to subsection 22-93(a)(3), then the city must also show by clear and convincing evidence that the roll-off/container posed a health and safety concern. If, after the hearing, a finding is made that the roll-off/container was properly impounded and seized, then the special master shall enter an order finding the owner of the roll-off/container civilly liable to the city for an administrative civil penalty of up to \$500.00, as outlined in subsections 22-93(a)(2)h. or 22-93(a)(3)g., plus costs incurred by the department. If, after the hearing, a finding is made that the city did not meet its burden of proof as set forth in this subsection, the roll-off/container shall be returned to the owner along with any cash bond posted.

Sec. 22-95. Appeal.

The city or the owner of the roll-off/container that has been the subject of a seizure and impoundment pursuant to subsections 22-93(a)(2) or 22-93(a)(3) may, after a hearing pursuant to section 22-94, appeal the final ruling and decisions of the special master to the appellate division of the circuit court of the Eleventh Judicial Circuit of Miami-Dade County, Florida, within 30 days of the date of the final order being appealed. The city may charge the appellant a reasonable fee for preparation of the record for purposes of making the appeal.

Secs. 22-96—22-112. Reserved.

ORDINANCE NO. 15-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 15, ARTICLE III OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 15, ART. III LITTERING, PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka created Chapter 15, Article III of the Opa-locka Code of Ordinances, relating to littering; and

WHEREAS, the City Commission has determined after public input and a study of the issue that an amendment to Art. III is required and desires to amend Chapter 15, Article III.

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

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

Section 2. Art. III of Chapter 15 of the Opa-locka Code of Ordinances is hereby amended as follows:

(1) **DECLARATION OF INTENT.**

It is the intent of the city commission to prevent, in whatever way possible, the abuse of the environment of the city through acts of any persons that are generally classified under the heading of "littering," which severely burden the taxpayers of the city, adversely affect property values and the attractiveness of the community for its citizens, residents and visitors.

(2) **DEFINITIONS.** As used in this ordinance:

Aircraft shall mean a motor vehicle or other vehicle that is used or designed to fly but does not include a parachute or any other device used primarily as safety equipment.

Commercial Handbill shall mean any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature:

- (a) Which advertises for sale any merchandise, product, commodity, services, thing; or
- (b) Which directs attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales; or
- (c) Which directs attention to or advertises any meeting, theatrical performance, exhibition, or event of any kind, for which an admission fee is charged for the purpose of private gain or

profit; but the terms of this clause shall not apply where an admission fee is charged or a collection is taken up for the purpose of defraying the expenses incident to such meeting, theatrical performance, exhibition, or event of any kind, when either of the same is held, given or takes place in connection with the dissemination to information which is not restricted under the ordinary rules of decency, good morals, public peace, safety and good order; provided, that nothing contained in this clause shall be deemed to authorize the holding, giving or taking place of any meeting, theatrical performance, exhibition, or event of any kind, without a license, where such license is or may be required by any law of this State or County, or under any Ordinance of this City; or

- (d) Which, while containing reading matter other than advertising matter, is predominantly and essentially an advertisement, and is distributed or circulated for advertising purposes, or for the private benefit and gain of any person so engaged as advertiser or distributor.

Commercial purpose shall mean for the purpose of economic gain.

Commercial vehicle shall mean a vehicle that is owned or used by a business, corporation, association, partnership, or sole proprietorship or any other entity conducting business for a commercial purpose.

Dump shall mean to dump, throw, sweep, discard, place, deposit, or dispose of.

Enforcement officer shall mean any officer of the Florida Highway Patrol, a county sheriff's department, a municipal law enforcement department, a law enforcement department of any other political subdivision, or the Fish and Wildlife Conservation Commission. In addition and solely for the purposes of this section, "enforcement officer" shall mean any employee or contractor designated by the city manager as a litter enforcement officer. Designation of such employees or contractors shall not provide the employees or contractors with the authority to bear arms or to make arrests.

Litter shall mean any garbage; rubbish; trash; refuse; can; bottle; box; container; paper; tobacco product; tire; appliance; mechanical equipment or part; building or construction material; tool; machinery; wood; motor vehicle or motor vehicle part; vessel; aircraft; farm machinery or equipment; sludge from a waste treatment facility, water supply treatment plant, or air pollution control facility; or substance in any form resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

Motor vehicle shall mean an automobile, motorcycle, truck, trailer, semitrailer, truck tractor, or semitrailer combination or any other vehicle that is powered by a motor.

Newspaper shall mean any newspaper of general circulation as defined by general law, any newspaper duly entered with the Post Office Department of the United States, in accordance with Federal statute or regulation, and any newspaper filed and recorded with any recording officer as provided by general law; and, in addition thereto, shall mean and include any periodical or current magazine regularly published with not less than four issues per year, and distributed.

Non-Commercial Handbill shall mean any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature not included in the aforesaid definitions of a commercial handbill or newspaper. This excludes legal documents such as tickets, summons, subpoenas, etc.

Person shall mean any individual, firm, sole proprietorship, partnership, corporation, or unincorporated association.

Private premises shall mean any dwelling, house, building, or other structure, designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or

Ordinance No. _____

continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building or other structure within the city.

Public place shall mean any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, spaces, grounds, and buildings.

Motor vehicle shall mean an automobile, motorcycle, truck, trailer, semi-trailer, truck tractor, or semi-trailer combination or any other vehicle that is powered by a motor.

Refuse shall mean all putrescible and non-putrescible solid wastes (except body wastes), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid market and industrial wastes.

Rubbish shall mean non-putrescible solid wastes consisting of both combustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, all horticulture debris, wood, glass, bedding, crockery and similar materials.

Vessel shall mean a boat, barge, or airboat or any other vehicle used for transportation on water.

(3) **RESPONSIBILITY OF CITY.** The city manager shall determine the training and qualifications of any employee or any contractor designated to enforce the provisions of this section if the designated employee or contractor is not a regular law enforcement officer.

(4) **DUMPING LITTER PROHIBITED.** Unless otherwise authorized by law or permit, it is unlawful for any person to dump litter in any manner or amount:

- (a) In or on any public highway, road, street, alley, or thoroughfare, including any portion of the right-of-way thereof, or any other public lands, except in public receptacles or authorized private receptacles provided therefor. When any litter is dumped from a motor vehicle, the operator or owner of the motor vehicle, or both, shall be deemed in violation of this ordinance;
- (b) In or on any freshwater lake or canal. When any litter is dumped from a boat, the operator or owner of the boat, or both, shall be deemed in violation of this section; or
- (c) In or on any private property, unless prior consent of the owner has been given and unless the dumping of such litter by such person will not cause a public nuisance or otherwise be in violation of any other state, county or city law, rule, or regulation.
- (d) In a manner that, when placed in public receptacles or authorized private receptacles, allows the litter to be carried or deposited by the elements upon the street, sidewalk or other public place or upon private property;
- (e) Sweep into any gutter, street or other public place within the city the accumulation of litter from any building or lot or from any public or private sidewalk or driveway;
- (f) To drive or move within the city any motor vehicle which is constructed or loaded in such a way as to allow the load, contents or litter to be blown or deposited upon any street, alley or other public place.
- (g) Throw, deposit or place any commercial or non-commercial handbill in or upon any motor vehicle without the expressed consent of the driver or occupant of a motor vehicle who is willing to accept it.

(5) **DUMPING RAW HUMAN WASTE PROHIBITED.** Unless otherwise authorized by law or permit, it is unlawful for any person to dump raw human waste from any train, aircraft, motor vehicle, or vessel upon the public or private lands or waters of the city.

(6) **DISTRIBUTING COMMERCIAL AND NON-COMMERCIAL HANDBILLS AT INHABITED PRIVATE PREMISES.** It is unlawful to throw, deposit or distribute any commercial or non-commercial handbill in or upon private premises which are inhabited, except

Ordinance No. _____

by handing or transmitting any such handbill directly to the owner, occupant, or other person then present in or upon such private premises. However, in case of inhabited private premises such person, unless requested by anyone upon such premises to do so, may place or deposit any such handbill in or upon such inhabited private premises, if such handbill is so placed or deposited as to secure or prevent such handbill from being blown or drifted about such premises or sidewalks, streets, or other public places, and except that mailboxes may not be so used when so prohibited by Federal postal law or regulations.

(a) Exemption for Mail and Newspapers. The provisions of this ordinance shall not apply to the distribution of mail by the United States, nor to newspapers (as defined herein) except that newspapers shall be placed on private property in such a manner as to prevent their being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

(6) ENFORCEMENT. A law enforcement officer is authorized to issue a citation to a person, based upon personal investigation, in which the officer has reasonable cause to believe that the person has committed a civil infraction in violation of this ordinance.

PENALTIES.

I. Any person, who dumps litter in violation of subsection (4) in an amount not exceeding 15 pounds in weight, or 27 cubic feet in volume, is guilty of the following civil and criminal penalties:

Civil Penalties – Shall be as follows:

1. A non-criminal infraction, punishable by a civil penalty of fifty dollars (\$50.00) for a first violation.
2. A non-criminal infraction, punishable by a civil penalty of two hundred and fifty dollars (\$250.00) for a second violation.
3. A non-criminal infraction, punishable by a civil penalty of five hundred dollars (\$500.00) for a third violation.
4. All fines are encouraged to be converted to community service time.

Criminal Penalties - The fourth and all subsequent violations of the provisions of this ordinance shall be as follows:

1. Five hundred dollar (\$500.00) fine; and/or
2. Imprisonment of up to ten (10) days; and/or
3. Community service time as prescribed Florida Statutes.
4. In addition, the court may require the violator to pick up litter or perform other labor commensurate with the offense committed.

II. Any person who dumps litter in violation of subsection (4) in an amount exceeding 15 pounds in weight or 27 cubic feet in volume, but not exceeding 100 pounds in weight or 180 cubic feet in volume is guilty of a misdemeanor of the first degree, punishable as provided in Florida Statute 775.082 or 775.083. In addition, the court shall require the violator to pick up litter or perform other community service commensurate with the offense committed. Further, if the violation involves the use of a motor vehicle, upon a finding of guilt, whether or not adjudication is withheld or whether imposition of sentence is withheld, deferred, or suspended, the court shall forward a record of the finding to the Department of Highway Safety and Motor Vehicles, which shall record a penalty of three points on the violator's driver license pursuant to the point system established by Florida Statute 322.27.

Ordinance No. _____

III. Any person who dumps litter in violation of subsection (4) in an amount exceeding 100 pounds in weight or 180 cubic feet in volume or dumps litter which is a hazardous waste as defined in Florida Statute 403.703, is guilty of a felony of the third degree, punishable as provided in Florida Statute 775.082 or 775.083. In addition, a motor vehicle, vessel, aircraft, container, crane, winch, or machine used to dump litter that exceeds 100 pounds in weight or 180 cubic feet in volume is declared contraband and is subject to forfeiture in the same manner as provided in Florida Statute 932.703 and 932.704.

IV. Any person who violates the provisions of subsection (5) is guilty of a misdemeanor of the second degree, punishable as provided in Florida Statute 775.082 or 775.083; provided, however, that any person who dumps more than 100 pounds or more than 180 cubic feet of raw human waste, or who dumps any quantity of such waste for commercial purposes, is guilty of a felony of the third degree, punishable as provided by paragraph (c).

In addition to, and not in limitation of the provisions of this section, the provisions of Section 403.413, Florida Statutes, also known as the "Florida Litter Law," as amended from time to time, is hereby added to this Code of Ordinances and incorporated by reference herein. The city commission would also respectfully suggest to the judges of those courts trying persons for violations of the "Florida Litter Law" that the provisions of Chapter 948, Florida Statutes, "Probation," be utilized liberally in order to require such persons to expend appropriate amounts of time and effort gathering up litter at places within the city designated by the court.

PRESUMPTION WHERE MOTOR VEHICLE IS THE SOURCE: In any prosecution charging a violation of this article by the throwing, discarding, placing or depositing of litter in any manner or amount whatsoever in or on any public highway, road, street, alley, thoroughfare or any other public lands, by, through or from a motor vehicle, proof that the particular vehicle described in the complaint was the source of the litter so discarded, together with proof that the defendant named in the complaint was at the time of such violation the registered owner of such a vehicle, shall constitute in evidence a presumption that the registered owner of such vehicle was the person who committed the violation of this article. Said presumption may be rebutted by substantial evidence on the part of said owner.

NUIDANCE DECLARED: In addition to, and not in limitation of any enforcement action for violation of this article, it is the intent of the city commission to declare the littering of the city, as hereinbefore described and prohibited, as a public nuisance and to subject violators of this section to the provisions of chapter 14 of this Code calling for removal of such a public nuisance through notice, hearing and a lien enforcement procedure if the city so chooses to remedy the prohibited condition. Any action taken pursuant to this section utilizing the provisions of chapter 14 shall be considered cumulative and in addition to penalties and other remedies provided elsewhere in this Code.

Section 3 All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. CODIFICATION. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Ordinance No. _____

Section 6. EFFECTIVE DATE. This Ordinance shall upon adoption, become effective immediately.

PASSED AND ADOPTED this ____ day of _____, 2015.

Myra L. Taylor
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk



Vincent T. Brown
The Brown Law Group
City Attorney

Moved by:
Seconded by:
Commissioner Vote:
Commissioner Kelley:
Commissioner Pinder:
Commissioner Santiago:
Vice Mayor Holmes:
Mayor Taylor:



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 a public hearing at its Regular Commission Meeting on Wednesday, July 8, 2015 at 7:00 p.m. in the Auditorium at Sherbondy Village, 215 President Barack Obama (Perviz) Avenue, Opa-locka, Florida to consider the following items:

SECOND READING ORDINANCES/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE XIV, SECTIONS 2-653 --2-658 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 2, ADMINISTRATION, ESTABLISHING A SCHEDULE OF FEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by L.S.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE RATES FOR SOLID WASTE COLLECTION SERVICES; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by C.M.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER XIII, ARTICLE V OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES REGULATING COIN OPERATED DEVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by M.T.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 11, ARTICLES I THROUGH IV AND ADDING ARTICLE V OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 11, GARBAGE AND TRASH; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by T.P.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 15, ARTICLE III OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES CHAPTER 15, ARTICLE III LITTERING, PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on June 10, 2015). *Sponsored by T.P.*

Additional information on the above items may be obtained in the Office of the City Clerk, 3400 NW 135th Street, Bldg. B, Opa-locka, Florida. All interested persons are encouraged to attend this meeting and will be heard with respect to the public hearings.

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

MIAMI SPRINGS

City agrees to 'major repairs' at Curtiss Mansion

BY THEO KARANTSAKIS
Special to the Miami Herald

Miami Springs council members have voted unanimously to execute a settlement agreement to conduct "major repairs" at the Curtiss Mansion, 500 Deer Run Dr.

About one year after the mansion reopened its doors in April 2012, it started falling apart.

The city quickly sent the architect, engineer and contractor notice of the mansion's "premature rotting, deterioration, and failure of cypress timbers in the columns, balcony, railings and trellis" areas, a notice of claim filed by the city Feb. 11, 2014, shows.

That month, the city of Miami Springs and the non-profit group that runs the Curtiss Mansion jointly issued a news release that stated, in part: "The Curtiss Mansion in Miami Springs is not falling down. The Man-

sion remains open, safe and available to rent for weddings, quinceneras, meetings, birthdays or any special day you wish to celebrate with friends and family."

A year and a half later, city attorney Jan Seiden told the council on June 22: "For some time now, the Curtiss Mansion has experienced warranty issues involving the wood, the timbers there have been rotted out, some have been replaced and now major repairs need to be done."

The costs of repairs remain unknown, Seiden said Friday, when asked by the Miami Herald how much it would cost to replace the rotted wood at the mansion.

"No real dollars involved," Seiden said. "The insurers responsible for the architect, engineer and contractor are picking up the costs."

The Miami Springs City Council voted 5-0 on June 22

to settle "all claims" involving the Curtiss Mansion R.J. Heisenbottle Arc P.A., Douglas Wood / ates, and Carivon Cor tion Co. The parties any allegation of any doing," states the setti agreement.

The pueblo-style built in 1925, was once to Glenn Curtiss, v credited with building mi Springs, as well as boring Hialeah and locka. The home b down in the 1970s.

In 1998, the nonprofi tuss Mansion Inc. formed and tasked wit ing money to rebuil historic home, whic pened in 2012. "This a unteer group raised than \$4.5 million for ti fort," according to the c Miami Springs websit

"The work will sta Aug. 17 and be conclu fore Sept. 21," Seiden s:

KEEPING KIDS FIT

Keep kids healthy outside this summer

• OUTDOORS, FROM 12ND

structions on the product label. Apply only on exposed skin and outside of clothing. Do not use products that combine sunscreen and insect repellent into one.

• If using repellent containing DEET, make sure it contains less than 30 percent DEET.

• Insect repellent should not be used in kids less than two months of age.

BIKE SAFETY

Biking is a great way to get around and exercise in the summer days. However, bicyclists, especially kid-

s, are at higher risk of injury and death than motor vehicle passengers. To enjoy biking safely:

• Always wear a helmet. Develop the "helmet habit," where your kids wear a helmet every bike ride, no matter how close they are to home.

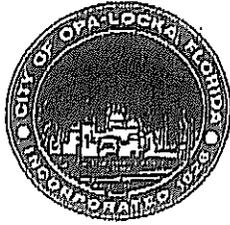
FIREWORKS SAFETY

One of the most iconic summer celebrations is the Fourth of July. However, this day is especially dangerous because of injuries related to home fireworks, especially among children. Hands, eyes and faces are among the most common sites of fireworks injuries.

Even fireworks that sea kid-friendly, like spark can reach temperature: over 1,000 degrees and kids at risk for severe burns. Here is the only you need to enjoy fireworks:

Priyanka Mehrotra is a fourth-year medical student in the MD-MPH program and Julia Belkowitz, M.D. is an assistant professor of clinical pediatrics and Assistant Regional Dean for Student Affairs at the University of Miami Miller School of Medicine. For more information, visit UHealth System.com/patients/pediatrics.

*OFFICIAL BOARD
APPOINTMENTS*



DATE 05/20/2015

SIGNED: [Signature] 10:24am

Office of the City
3400 NW 135 Str
Building B
Opa-locka, FL 331
Tele: (305) 953-21
Fax: (305) 953-21

CITY OF OPA-LOCKA
BOARD APPLICATION

Name: EVELYN Cooper
Home Address: 14281 N.W 23 place OpaLocka FL 33
proof of residency required (Street) (City) (State) (Z)

Mailing Address (if different): _____

E-Mail Address: evelyncooper802@yahoo.com

Home Phone: 786-728-1479 Fax: _____ Cell: 786-728-1479 Business: _____

Years Living in Opa-locka: 3

Employer: AARP Occupation: Receptionist / Frm

Professional Activities: Community Action Agency - Miami Worker Center

Volunteer Activities: Brownville Community Advisory Board, 3/25/2013 work w

Why do you wish to serve on this board/committee? To make a difference in help people in the community.

Please check the board(s) on which you are interested in serving as a member:

<input type="checkbox"/>	* Canvassing Board	<input type="checkbox"/>	Community Relations, Recreation & Activi Advisory Board
<input type="checkbox"/>	Zoning Board of Appeals	<input checked="" type="checkbox"/>	Housing Authority & Nuisance Abatement Board
<input type="checkbox"/>	Civil Service Board	<input type="checkbox"/>	Planning Council

* AD HOC - boards will be formed when necessary to deal with a specific issue

Conflict of Interest: If a board member believes he / she has a conflict or potential conflict of interest on a particular issue, that mem
state this beliefs to the other members of his / her respective board during a public meeting. The member should state the nature of th
detailing that he / she has a separate, private or monetary interest, either direct or indirect, in the issue under consideration. The mem
than excuse himself / herself from voting on the matter.
Florida Sunshine Law applies to all city boards, Financial Disclosure form is required, if appointed to serve.

What areas of concern would you like to see addressed by this board/committee? Low income
affordable Housing.

Qualifications for serving: When I Lived in brownville serve on the Boa
Volunteer - Miami Worker Center 3/7/2013

Other municipal or county boards/committees or non-profits on which you are serving: at Present time
need to renew my Miami Worker Center membership.

List three local personal references and phone numbers (references must be non-related and non-city employee): 3.

1. Volunteer^{Mr.} - Mernie William Miami VA Health Care Sys
2. Mr Quincy Cohen - (CAHSD) - 305-758-9660
3. Ms Mary Lebson - 305-759-8717

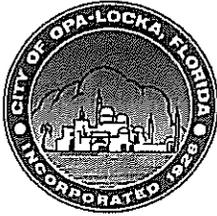
By signing below, I certify that the information contained in this application is true and accurate.

Signature: Tracy Coyee Date: May 20, 2015

NOTE: Application is effective for one year from date of completion. If you have any questions, please call the City Clerk's Office at 305.953.2801.

Applications should be returned to the following:

Office of the City Clerk
3400 NW 135 Street, Building B
Opa-locka, FL 33054
Email: jflores@opalockafl.gov



RECEIVED
CITY CLERK

2015 APR 10 PM 1:56

Office of the City Clerk
3400 NW 135 Street
Building B
Opa-locka, FL 33054
Tele: (305) 953-2800
Fax: (305) 953-2834

**CITY OF OPA-LOCKA
BOARD APPLICATION**

Name: ALVIN BURKE

Home Address: 1240 TAMM AVE OPA-LOCKA FL 3305
proof of residency required (Street) (City) (State) (Zip Code)

Mailing Address (if different): SAME

E-Mail Address: BURKEMISTEN@TAHOOC.COM

Home Phone: 786-991-3926 Fax: ✓ Cell: — Business: —

Years Living in Opa-locka: 30

Employer: RETIRED Occupation: —

Professional Activities: ~~RETIRED~~

Volunteer Activities: —

Why do you wish to serve on this board/committee? —

Please check the board(s) on which you are interested in serving as a member:

<input checked="" type="checkbox"/>	* Canvassing Board	<input type="checkbox"/>	Community Relations, Recreation & Activities Advisory Board
<input checked="" type="checkbox"/>	Zoning Board of Appeals	<input checked="" type="checkbox"/>	Housing Authority & Nuisance Abatement Board
<input type="checkbox"/>	Civil Service Board	<input checked="" type="checkbox"/>	Planning Council

* AD HOC - boards will be formed when necessary to deal with a specific issue

Conflict of Interest: If a board member believes he / she has a conflict or potential conflict of interest on a particular issue, that member should state this beliefs to the other members 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 than excuse himself / herself from voting on the matter.

Florida Sunshine Law applies to all city boards. Financial Disclosure form is required, if appointed to serve.

What areas of concern would you like to see addressed by this board/committee? HOUSING
FAIR TO BLACKS

Qualifications for serving: BEING A BLACK who WAS
DENIED FAIR HOUSING

Other municipal or county boards/committees or non-profits on which you are serving: NONE

List three local personal references and phone numbers (*references must be non-related and non-city employee*):

1. NONE
2. NONE
3. NONE

By signing below, I certify that the information contained in this application is true and accurate.

Signature: Alan Brude Date: 4-10-2015

NOTE: Application is effective for one year from date of completion. If you have any questions, please call the City Clerk's Office at 305.953.2801.

Applications should be returned to the following:

Office of the City Clerk
3400 NW 135 Street, Building B
Opa-locka, FL 33054
Email: jflores@opalockafl.gov

5.12.15

SIGNED: *Shirley Lawson*



City of Opa-locka

780 Fishermans
4th Floor
Opa-locka, FL
Tele: (305) 9
Fax: (305) 9

Community Relations BOARD / COMMITTEE APPLICATION

Board/Committee: Housing Authority & Nuisance Abatement

Name: Sandra All

Home Address: 402 Fisherman Street apt 18 Opa Locka FL

Mailing Address (if different): P.O. Box 380196 Miami, FL 33223

E-Mail Address: allisandra7@gmail.com

Home Phone: N/A Fax: N/A Cell: (305) 793-6264 Business: _____

Years Living in Opa-locka: 2 years Male: _____ Female: Race: N/A Age: _____

Employer: Riverside House

Occupation: Resident Monitor (Supervisor)

Professional Activities: Start non profit organization Sandra community thrift store.

Volunteer Activities: Assistant to fitness trainer for senior citizens / cloth homeless people / ex offenders / senior citizens

Why do you wish to serve on this board/committee? _____

Conflict of Interest: If a board member believes he / she has a conflict or potential conflict of interest on a particular issue, that member should state the nature of the conflict, detailing that he / she has a private or monetary interest, either direct or indirect, in the issue under consideration. The member should then excuse himself / herself from voting.

What areas of concern would you like to see addressed by this committee? housing issues concerning the homeless, displaced youth and or families with children

Qualifications for serving: Masters in Criminal Justice Administration Business, formerly homeless working with Federal government at a halfway house, compassionate, listening, active

Other municipal or county boards/committees on which you are serving: None

List three local personal references and phone numbers:

1. Tony - Jones (305) 302-0301
2. Yolanda Flores (305) 202-1329
3. Valerie Chubb (305) 8-0686

Date: 5/7/2015

Signature: *[Signature]*



Previously Served on the Civil S
Board



City of Opa-locka

RECEIVED
CITY CLERK

780 Fisherman Street
4th Floor
Opa-locka, FL 33054
Tele: (305) 953-2800
Fax: (305) 953-2834

2015 JAN 2 AM 11:25
BOARD / COMMITTEE APPLICATION

Board/Committee: Civic Service
Name: DAPHNE LEWIS
Home Address: 360 SIBBOD AVE OPA-LOCKA FL 33054
(Street) (City) (State) (Zip Code)
Mailing Address (if different):
E-Mail Address: lwadad@aol.com
Home Phone: 305 874 7777 Fax: Cell: 305 775 7347 Business:
Years Living in Opa-locka: 3 YRS Male: Female: X Race: Black Age: 54
Employer: CITY OF MIAMI BEACH (RETIRED)
Occupation:
Professional Activities: STATE OF FLORIDA Notary (10 YRS)
Volunteer Activities: VESSELS of Honor (WOMEN'S RETREAT), FREEMILL Church
Why do you wish to serve on this board/committee? To ENRICH MY COMMUNITY / CHANGES

Conflict of Interest: If a board member believes he / she has a conflict or potential conflict of interest on a particular issue, that member should state this belief to the other members 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.

What areas of concern would you like to see addressed by this committee? POLICIES AND PROCEDURES STAFF
To resolve conflicts with the City Employees

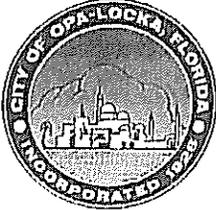
Qualifications for serving: Over 34 YRS in Government
Handling City REVENUES

Other municipal or county boards/committees on which you are serving: CITY OF MIAMI BEACH
AS FME (Union) STEWARD

- List three local personal references and phone numbers:
1. Dot McFadden (305) 301-7496
 2. USA Jay (305) 604-4800 work 786:351-0081
 3. Brendetta Pease (850) 303-9059

Date: 1/2/15 Signature: [Handwritten Signature]

Previously served on the Housing Authority and currently serves on the Community Relations, Recreation & Activities Board



RECEIVED
CITY CLERK

2014 OCT 28 AM 9:52

Office of the City Clerk
3400 NW 135 Street
Building B
Opa-locka, FL 33054
Tele: (305) 953-2800
Fax: (305) 953-2834

**CITY OF OPA-LOCKA
BOARD APPLICATION**

Name: Eugene Stanley
Home Address: 1111 Sharazad Blvd #2 Opa-locka FL 33054
proof of residency required (Street) (City) (State) (Zip Code)
Mailing Address (if different): 1341 NW 177 Terr Miami Gardens, FL 3
E-Mail Address: estanley.es@gmail.com
Home Phone: _____ Fax: _____ Cell: 781.536.0191 Business: _____
Years Living in Opa-locka: 13 yrs
Employer: Mt. Tabor Ministries Occupation: Head Deacon

Professional Activities: _____
Volunteer Activities: Feeding ministry, social services
Why do you wish to serve on this board/committee? To be a voice for the community

Please check the board(s) on which you are interested in serving as a member:

<input type="checkbox"/>	* Canvassing Board	<input checked="" type="checkbox"/>	Community Relations, Recreation & Activities Advisory Board
<input type="checkbox"/>	Zoning Board of Appeals	<input checked="" type="checkbox"/>	Housing Authority & Nuisance Abatement Board
<input type="checkbox"/>	Civil Service Board	<input type="checkbox"/>	Planning Council

* AD HOC - boards will be formed when necessary to deal with a specific issue

Conflict of Interest: If a board member believes he / she has a conflict or potential conflict of interest on a particular issue, that member should state this beliefs to the other members 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 than excuse himself / herself from voting on the matter.

Florida Sunshine Law applies to all city boards. Financial Disclosure form is required, if appointed to serve.

What areas of concern would you like to see addressed by this board/committee? Concerns of the people

Qualifications for serving: Previously Served on Community Relations Board for the city - would like to continue efforts

Other municipal or county boards/committees or non-profits on which you are serving: Currently serving on the Nuisance Abatement Board (Opa-locka)

List three local personal references and phone numbers (*references must be non-related and non-city employee*):

1. Pastor Bernice Mikkell 786-985-7744
2. Barbara Wilcox 786-439-5823
3. Ernest Stanley 786-624-1258

By signing below, I certify that the information contained in this application is true and accurate.

Signature:  Date: 10/28/2014

NOTE: Application is effective for one year from date of completion. If you have any questions, please call the City Clerk's Office at 305.953.2801.

Applications should be returned to the following:

Office of the City Clerk
3400 NW 135 Street, Building B
Opa-locka, FL 33054
Email: jflores@opalockafl.gov

*CITY EVENTS /
ACTIVITIES*

CITY OF OPA-LOCKA

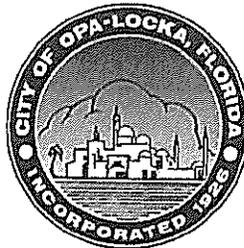
Town Hall Meeting

On

Discussion of Updated

SOLID WASTE

ORDINANCE



MONDAY, JULY 6, 2015 @ 6:00 PM

HELEN L. MILLER

2331 N.W. 143 STREET OPA-LOCKA, FL 33054

For more Information contact The Office of the City Manager at:

305.688.4611



CITY OF OPA-LOCKA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City of Opa-locka Planning Council will hold a public hearing at its Planning Council Meeting on Tuesday, July 07th, 2015 at 7:00 PM in the Auditorium at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items:

I. PUBLIC HEARINGS

1. **APPLICANT NAME:** TOWERCOM, LLC

PROPERTY OWNER: COMMUNITY FUND OF NORTH MIAMI-DADE, INC.

PROPERTY ADDRESS: 490 ALI BABA AVENUE, OPA-LOCKA, FLORIDA 33054

LEGAL DESCRIPTION: A PORTION OF BLOCK 96, OF PLAT NO. TWO, OPA-LOCKA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE(S) 72, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE MOST NORTHERLY CORNER OF SAID BLOCK 96, AND RUN S 28° 02' 30" E ALONG THE NORTHEASTERLY LINE OF THE RAILROAD RIGHT OF WAY FOR 230.00 FEET; THENCE N 28° 02' 30" W, PARALLEL WITH THE NORTHEASTERLY PROPERTY LINE OF SAID BLOCK 96, FOR 125.00 FEET; THENCE N 61° 57' 30" E, AND ALSO BEING ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID BLOCK 96, FOR 230 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FL, AS SHOWN ON PRINT IF SURVEY DATED 4-12-1984, PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC.

REQUEST: FOR THE PLANNING COUNCIL, TO RECOMMEND TO THE CITY COMMISSION TO CONSIDER APPROVAL OF A SITE PLAN FOR A PROPOSED 100 FEET STEALTH CELLULAR INSTALLATION DISGUISED AS A FLAGPOLE AT THE ABOVE REFERENCED ADDRESS.

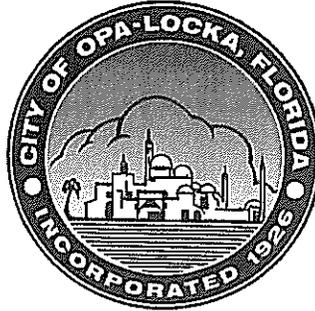
2. **APPLICANT NAME:** TOWERCOM, LLC

PROPERTY OWNER: COMMUNITY FUND OF NORTH MIAMI-DADE, INC.

PROPERTY ADDRESS: 490 ALI BABA AVENUE, OPA-LOCKA, FLORIDA 33054

LEGAL DESCRIPTION: A PORTION OF BLOCK 96, OF PLAT NO. TWO, OPA-LOCKA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE(S) 72, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE MOST NORTHERLY CORNER OF SAID BLOCK 96, AND RUN S 28° 02' 30" E ALONG THE NORTHEASTERLY LINE OF THE RAILROAD RIGHT OF WAY FOR 230.00 FEET; THENCE N 28° 02' 30" W, PARALLEL WITH THE NORTHEASTERLY PROPERTY LINE OF SAID BLOCK 96, FOR 125.00 FEET; THENCE N 61° 57' 30" E, AND ALSO BEING ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID BLOCK 96, FOR 230 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FL, AS SHOWN ON PRINT IF SURVEY DATED 4-12-1984, PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC.

REQUEST: FOR THE PLANNING COUNCIL, TO RECOMMEND TO THE CITY COMMISSION TO CONSIDER APPROVAL OF A DEVELOPMENT AGREEMENT FOR A PROPOSED 100 FEET STEALTH CELLULAR INSTALLATION DISGUISED AS A FLAGPOLE AT THE ABOVE REFERENCED ADDRESS.



**CITY OF OPA-LOCKA
NOTICE TO THE PUBLIC**

WORKSHOP

**Wednesday, July 8, 2015
5:30 p.m.**

NOTICE IS HEREBY GIVEN that the City of Opa-locka City Commission will conduct a **Workshop on Wednesday, July 8, 2015 at 5:30 p.m.** in the Auditorium at Sherbondy Village, 215 President Barack Obama (Perviz) Avenue, Opa-locka, Florida to discuss the following:

- (1) Commission Agenda Preparation Procedures
- (2) Paperless Agenda

Please contact the Office of the City Clerk with any questions at (305) 953-2800.

**Joanna Flores, CMC
City Clerk**

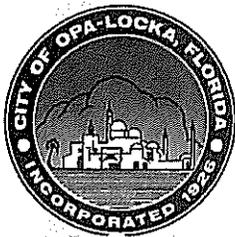
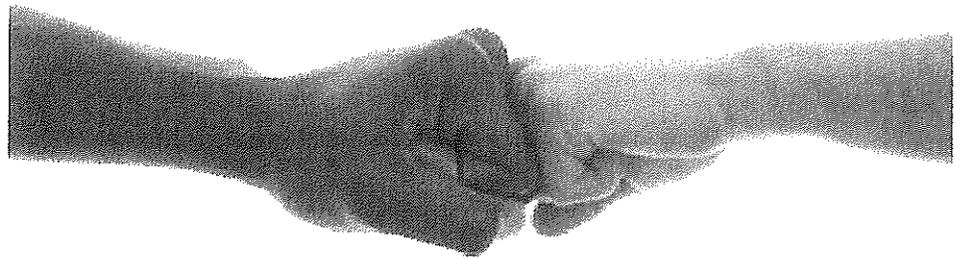


Connect with Commissioner Joseph L. Kelley c

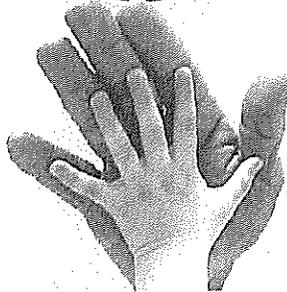
MEETMEMONDAY

in "The Great" City of Opa-locka!

"In the Community, for the Community!"



**LISTEN TO COMMUNITY CONCERNS
ENCOURAGE NEIGHBOR FEEDBACK & PARTICIPATIC
ADDRESS IMPORTANT TOPICS
DISCUSS NEIGHBORHOOD IMPROVEMENTS**



**YOU HAVE QUESTIONS, WANT ANSWERS, NEED
TO SEEK INFORMATION and FIND SOLUTIONS?**

THEN PLEASE...

MEETMEMONDAY

MONDAY, JULY 13, 2015

**Taxes by Natasha (Community Room),
770 Opa-locka Boulevard, Opa-locka, FL 33054**

**For Information Contact:
305.953.2800 / 2801 or jkelly@opalockafl.gov**

6:00 PM



The City of Opa-locka

in partnership with

FEEDING SOUTH FLORIDA FOOD DISTRIBUTION



Hosted by *Commissioner*
Joseph L. Kelley

The 3rd FRIDAY
of each month, beginning
JULY 17, 2015

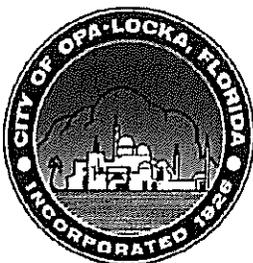
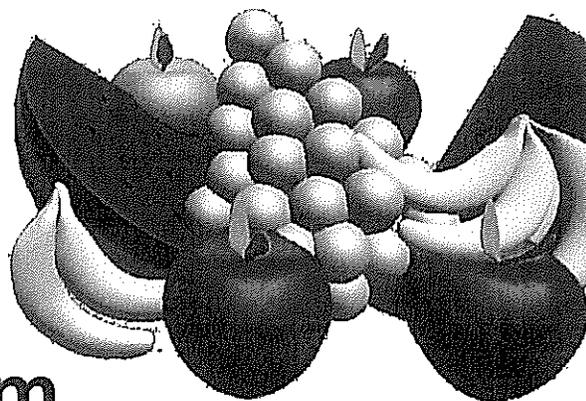
10:00 a.m. – 1:00 p.m.
(While supplies last)

at

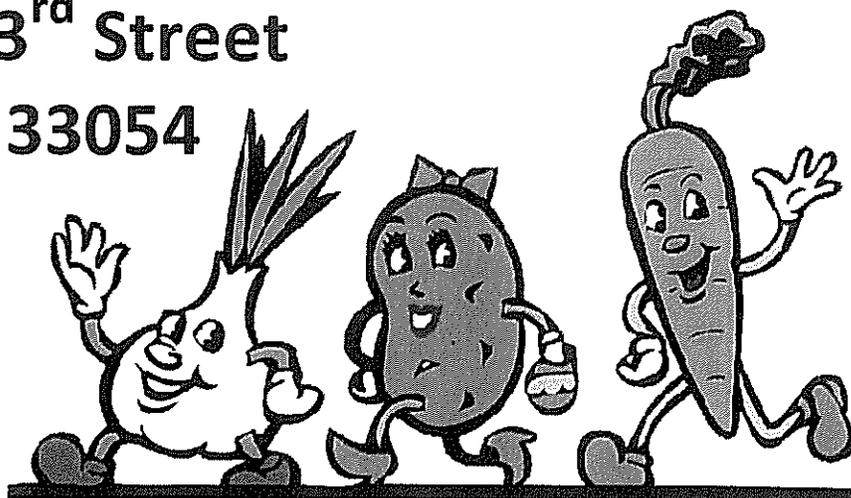
Segal Park

2331 N.W. 143rd Street

Opa-locka, FL 33054



FEEDING
SOUTH FLORIDA™



Bring Your own Bag

For more information call (305) 953-2800 / 2801

