

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, January 8, 2025
7:00 PM**

*Commission Chamber
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*

City Commission

**Mayor John H. Taylor, Jr.
Vice Mayor Joseph L. Kelley
Commissioner Sherelean Bass
Commissioner Natasha L. Ervin
Commissioner Luis B. Santiago**

Appointed Officials

**Interim City Manager Sha'mecca Lawson
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

SPEAKING BEFORE THE CITY COMMISSION

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

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. City of Opa-locka Code of Ordinances Section 2-57

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105

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

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

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

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

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

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

AGENDA
REGULAR COMMISSION MEETING
January 8, 2025
7:00 PM

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

Regular Commission Meeting Minutes - December 11, 2024
9. **DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
10. **PUBLIC PRESENTATIONS:**

City of Opa-locka Finance Department / Marcum LLP
ref: Audits

Adelina Gross, CIP Manager
City of Opa-locka Capital Improvement Program
ref: Proposed Uses for Historic City Hall
11. **CITIZENS' FORUM:**

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

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING AND APPROVING THE FISCAL YEAR 2022-2023 AUDITED FINANCIAL STATEMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND THE MIAMI DADE COUNTY SHERIFF'S OFFICE, ATTACHED HERETO AS EXHIBIT "A", FOR LAW ENFORCEMENT SERVICES AND RESOURCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO RE-ALLOCATE THREE THOUSAND DOLLARS (\$3,000) FROM THE PARKS AND RECREATION SPECIAL EVENTS BUDGET FOR THE CONGA-LOCKA EVENT TO AID IN FUNDING THE BRIGHT HOME OF THE MONTH PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION #23-165 TO REMOVE REFERENCE TO FORMER CITY COMMISSIONER WILLIAMS HAVING APPROVAL AUTHORITY FOR CITY ATTORNEY INVOICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SERVING AND/OR SALE OF ALCOHOLIC BEVERAGES AT THE STATE OF THE CITY EVENT, TO BE HELD AT THE HISTORIC CITY HALL BUILDING ON JANUARY 31, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, ATTACHED HERETO AS EXHIBIT "A", FOR CITY PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON COUNTY DESIGNATED WEBSITE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Clerk*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) AND STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING AND STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING APPROVAL FOR THE RENAMING OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT, TO THE "OPA-LOCKA POLICE DEPARTMENT TIMOTHY HOLMES HEADQUARTERS"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago***

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE III, DIVISION 3, SECTION 2-132(A), ENTITLED “CALLING AND NOTICE”; ARTICLE VI, DIVISION 1, SECTION 2-316(3)(B), ENTITLED “ADMINISTRATIVE POLICIES; POWERS, DUTIES AND FUNCTIONS OF CITY MANAGER”; ARTICLE VI, DIVISION 1, SECTION 2-320.2(D)(1), ENTITLED “CONE OF SILENCE”; CHAPTER 8.5, SECTION 8.5-3(B), ENTITLED “RESOLUTION CALLING ELECTION REQUIRED; CONTENTS; PUBLICATION”; ARTICLE V, SECTION 13-102(A), ENTITLED “SALE OF SEIZED MACHINE; DISPOSITION OF MONIES”; ARTICLE III, SECTION 19-29(B), ENTITLED “PUBLIC HEARING AND NAMING BY CITY COMMISSION; REFERENDUM”; ARTICLE III, DIVISION 1, SECTION 21-110(F), ENTITLED “EXCEPTION FOR INTERIM PACKAGE TREATMENT FACILITIES”, TO ELIMINATE THE REQUIREMENT FOR NEWSPAPER PUBLICATION; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Clerk***

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC d/b/a SOUTH FLORIDA SCHOOL OF EXCELLENCE TO OCCUPY RENTAL SPACE AT 780 FISHERMAN STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER’S ERRORS; CONFLICTS OF LAW, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 11, 2024). *Sponsored by Interim City Manager***
2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT “A”; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on November 13, 2024). *Sponsored by Interim City Manager***

C. RESOLUTION(S):

17. CITY MANAGER’S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor Jr.

Financial Oversight Update provided by Interim City Manager Sha'mecca Lawson
City Manager Search
Strategic Planning Session Date

Vice Mayor Joseph L. Kelley

Feeding South Florida Initiative
ICM Extension

20. OFFICIAL BOARD APPOINTMENTS:

Charter Review Board

1 Individual appointment (Commissioner Bass)
1 Individual appointment (Commissioner Santiago)
1 individual appointment (Vice Mayor Kelley)
2 at-large appointments

Civil Service Board

1 individual appointment (Commissioner Bass)
1 individual appointment (Commissioner Santiago)
1 Individual appointment (Vice Mayor Kelley)

Community Relations, Recreation and Activities Advisory Board

1 Individual appointment (Commissioner Santiago)
1 Individual appointment (Vice Mayor Kelley)
1 Individual appointment (Mayor Taylor)
1 At-large appointment

Historic Environmental Preservation Board

3 at-large appointments

Local Financial Oversight Board

2 at-large appointment

Teen & Young Adult Advisory Board

1 individual appointment (Commissioner Bass)
1 individual appointment (Commissioner Santiago)
1 individual appointment (Vice Mayor Kelley)

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. City of Opa-locka Mayor & Commission presents Bingo Night, **Friday, January 10, 2025**, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida 33054.
2. The City of Opa-locka Mayor & Commission presents Meet Me Monday hosted by Vice Mayor Joseph L. Kelley, **Monday, January 13, 2025**, at 6:00 PM, Senior Citizens Center at Ingram Park, 14295 NW 21st Court, Opa-locka, Florida.
3. Opa-locka Community Redevelopment Agency Meeting, **Tuesday, January 14, 2025** at 6:00 PM, Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.
4. The City of Opa-locka Mayor & Commission invite you to the Annual Dr. Martin Luther King Jr. Walk in memory of the Founder Commissioner Ollie B. Kelley, **Saturday, January 18, 2025** at 9:00 AM, starting location NW 151st Street and NW 27th Avenue, Opa-locka, Florida. Please call 305.953.2868 Ext. 1105 for more information.
5. Please join City of Opa-locka Vice Mayor Joseph L. Kelley for a day of Fishing at Pahokee Pier, **Thursday, January 30, 2025**, departing at 8:30 AM from Sherbondy Village. Please call 305.953.2868 Ext. 1105 to secure your spot by January 24, 2025.
6. City of Opa-locka Mayor John H. Taylor Jr. cordially invites you to attend the 2025 State of the City Address & Ribbon Cutting Ceremony for Historic City Hall, **Friday, January 31, 2025** at 6:00 PM, Historic City Hall, 777 Sharazad Boulevard, Opa-locka, Florida. Kindly RSVP by email to ereddick@opalockafl.gov by January 24, 2025.
7. City of Opa-locka Mayor & Commission presents a free food distribution in partnership with Farm Share, **Wednesday, February 5, 2025** from 9:30 AM - 12:30 PM, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. While supplies last; first come first serve basis. *Hosted by Vice Mayor Joseph L. Kelley*
8. Please join the City of Opa-locka Mayor & Commission for a Faith Based Initiative Clergy Luncheon hosted by Vice Mayor Joseph L. Kelley, **Thursday, February 6, 2025** at 12:00 PM, Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. RSVP by calling 305.953.2868 Ext. 1105.

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

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

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

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the meeting to order at 7:03 PM on Wednesday, December 11, 2024, at the City of Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Joseph L. Kelley, Commissioner Dr. Sherelean Bass, Commissioner Natasha L. Ervin, Commissioner Luis B. Santiago, and Mayor John H. Taylor, Jr. Also, in attendance were: Interim City Manager Sha'mecca Lawson, Assistant City Manager George Ellis, City Attorney Burnadette Norris Weeks, Assistant City Clerk Floralba Valdes-Wright, and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Dr. Bass.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

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

Mayor Taylor pulled Item 13-6, with City Clerk noting a substitute resolution would replace the resolution located within the packet.

Vice Mayor Kelley requested to pull Items 13-3 and 13-8.

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago to approve the Consent Agenda.

There being no additional discussion, the motion to approve the Consent Agenda (items 13-1, 13-2, 13-4, 13-5, 13-7, 13-9, 13-10, 13-11, 13-12, 13-13, 13-14, 13-15 and 13-6) passed by a 5-0 vote.

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

7. APPROVAL OF AGENDA:

It was moved by Vice Mayor Kelley, seconded by Commissioner Bass, to approve the agenda.

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

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

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes- November 13, 2024
Special Commission Meeting Minutes – November 20, 2024

It was moved by Vice Mayor Kelley, seconded by Commissioner Ervin, to approve the regular commission meeting minutes of November 13, 2024 and special commission meeting minutes of November 20, 2024.

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

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

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

There were no reports.

10. PUBLIC PRESENTATIONS:

Dr. Willie Logan
Ten North Group
ref: Audit transformation

Dr. Willie Logan, CEO of Ten North Group, noted that he would return after the three presenters to make a brief presentation that would include additional steps.

Ms. Nakia Bowling highlighted the success of the 10 North Group's *Art of Transformation* event, held December 4–8, celebrating 12 years of creativity in Opa-locka. The event featured seven exhibitions, including *Jamaica on My Mind*, *The Black Florida Project*, and a sculpture garden honoring banned African American literature, engaging over 75 local students with personal tours. She praised the partnership with the City of Opa-locka, emphasizing their shared commitment to cultural enrichment and civic pride, and celebrated the event as a testament to art's power to unite communities and position Opa-locka as a hub for innovation.

Mr. Alex Van Meel spoke about the *Tales of Opa-locka: A Heritage Journey* exhibition he curated, which expands on the *Opal Trail* unveiled in April 2024. The indoor exhibition accompanies the 15-station outdoor experience and highlights 98 years of inclusive history, serving as a Heritage Center for preservation, interpretation, and community engagement. Located at the historic train station, efforts are underway to make the exhibit regularly accessible, especially on weekends. Mr. Van Meel expressed gratitude for the city's support and emphasized this exhibition as the start of a larger preservation agenda leading to Opa-locka's 100th anniversary in 2026.

Mr. Jeff Bridges highlighted the economic impact and future vision of the *Art of Transformation*, which celebrated its 12th year with 250–375 daily attendees, including 8–10% first-time visitors to Opa-locka and global artists like Lamont Rucker. The event, funded with \$650,000 and \$250,000 in sponsorships, showcased world-class art collections and remained free to the community—unlike similar events in Miami. Looking ahead, he emphasized plans to transform the historic train station into a multifunctional hub for events, food, and social activities, creating a safe, inclusive space. He underscored the event's support for 14 minority-owned businesses, positioning Opa-locka as a destination for art, culture, and economic growth, rivaling Wynwood and Miami Beach.

Dr. Logan outlined follow-up initiatives for *Art of Transformation* and city planning, announcing that Art Basel 2025 planning began this week with a full agenda set. He proposed a workshop with the City Commission to discuss the event, the Black History Museum, the legislative agenda, and activating downtown Opa-locka from City Hall to the historic train station. Logan emphasized removing barriers between the Tri-Rail and train station to create seamless access and a vibrant space with pop-up shops and cafes. He prioritized integrating art into public spaces, engaging developers in downtown redevelopment, and hosting a community meeting to gather resident input, stressing collaboration to advance these efforts.

Mayor Taylor praised the *Art of Transformation* event, emphasizing pride in having such a cultural experience close to home. He highlighted *Tales of Opa-locka* as his favorite exhibit and expressed a desire to make it permanent. Mayor Taylor supported plans for workshops and public meetings to engage residents and advance Opa-locka's vision for growth and accessibility.

The Commissioners praised the work of Ten North Group.

Vice Mayor Kelley echoed his colleagues' sentiments, appreciating the event's evolution and emphasis on partnerships, small vendors, and proposed pop-ups. He supported integrating the Heritage Trail and historic City Hall into future experiences, envisioning a comprehensive cultural journey. Vice Mayor Kelley emphasized the need for improved citywide communication to highlight positive developments and expressed optimism about the plans moving forward.

Jesus Fuentes, PE, Senior Project Manager

EXP US Services

ref: SS4A Vision Zero countermeasures and improvement recommendations

Mr. Jesus Fuentes of EXP US Services presented Opa-locka's Safety Action Plan, detailing efforts since April, including rail safety analysis, lighting evaluations, and freight traffic studies. He highlighted issues like poor lighting, unsafe rail crossings, and traffic calming needs, recommending raised intersections, protected bike lanes, and improved neighborhood access. Fuentes urged approval of the Vision Zero application in January and emphasized partnerships with agencies like SFRTA and FDOT to implement solutions.

Mayor Taylor questioned the plan's exclusion of main arteries like 22nd and 37th Avenues. Mr. Fuentes clarified that these fall under county or state jurisdiction, while the city's plan focuses on areas it can control. Mayor Taylor also raised concerns about removed speed bumps in neighborhoods. Fuentes recommended collaborating with the fire department to balance safety and accessibility, stressing proper signage and maintenance. He requested county recommendations for main arteries to ensure a comprehensive safety approach.

Commissioner Santiago praised the plan but expressed concerns about speeding and cyclist safety in his neighborhood, particularly on Jan Avenue and 151st Street. He advocated for speed bumps and questioned the city's financial role. Fuentes explained that funding depends on jurisdiction and stressed the need for education and enforcement to combat Opa-locka's high rate of aggressive driving. Santiago supported expanding police-led safety programs and pursuing grants to address these issues.

Vice Mayor Kelley discussed traffic calming measures, noting past issues with concrete devices and fire department objections. Fuentes suggested redesigning speed humps and creating "no through truck" zones in residential areas, along with lowering speed limits to 25 mph on smaller streets. Kelley highlighted alignment with the city's capital improvement plans and thanked Fuentes for his recommendations.

11. CITIZENS' FORUM:

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

Mayor Taylor opened the Citizens' Forum.

City Clerk Flores stated there were no virtual public comments.

Mr. Brian Dennis, 2140 York Street, raised concerns regarding the NAACP's review of a case involving Mr. Johnson, who has shifted from victim to witness in his brother Anthony Mitchell's case. He noted a new witness has come forward with critical information and emphasized the need for proper documentation before NAACP involvement. Mr. Dennis also highlighted allegations of corruption against the former city manager and current police chief, including misuse of funds, interference in investigations, and improper targeting of individuals. He questioned the status of a whistleblower complaint and alleged misuse of the police department by a former commissioner, committing to share formal documentation once completed.

Ms. Celia Pruitt, 2350 NW 141st Street, praised Ten North Group's investment in the city and called for collaboration between businesses and residents to beautify the area. She urged stricter enforcement against littering and canal bank parking, suggesting programs like Miramar's to maintain business areas. Ms. Pruitt emphasized the need for more code enforcement, signage, and accountability to create a clean and welcoming environment for the city's growth.

Mayor Taylor closed the Citizens' Forum.

Mayor Taylor noted the City Manager would handle Mr. Dennis's whistleblower concerns privately due to confidentiality and assured Ms. Pruitt the Commission is committed to beautification efforts, promising a follow-up call.

Vice Mayor Kelley acknowledged unfinished beautification plans from last year and emphasized revisiting them with the interim manager. He highlighted shared concerns about beautification, canal cleaning, and community involvement, with a commitment to progress.

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

1. **[13-3] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO AMEND THE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE INSTALLATION AND SUPPORT OF THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

The above resolution was read by City Attorney Norris Weeks.

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

Interim City Manager Lawson requested an amendment to the agreement with Tyler Technologies to implement a July 1, 2025, start date. This adjustment will ensure the transmission of recent and accurate audit information before the amendment takes effect. Although the vendor initially intended to litigate against the city, the city attorney and staff reached an agreement. Upon approval, the city will remit \$13,550 to Tyler Technologies for services rendered before the project's suspension. The Finance Director was available to address any questions.

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

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

2. **[13-6] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM 2025 FUNDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (DISTRICT 6); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

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

City Clerk Flores stated the title read was incorrect and read the following correct title into the record:

[13-6] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM 2025 FUNDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (DISTRICT 6). *Sponsored by Interim City Manager*

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

Interim City Manager Lawson explained the grant request of \$840,000, requiring a 20% city match, aimed at enhancing mobility and implementing traffic calming improvements. The project focuses on mitigating traffic concerns at the intersection of COVID Ash Street and Opa-locka Boulevard, a high-accident area identified through traffic improvement efforts. Ratification was required due to the December 6 submission deadline. Ms. Adelina Gross was available to address any questions.

City Clerk Flores clarified that the city attorney's office provided the correct legislation, but an error occurred when uploading the documents.

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

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

3. **[13-8] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN EMERGENCY AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. TO COMPLETE ALL REMAINING CONSTRUCTION RELATED TO HISTORIC CITY HALL; PROVIDING ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

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

It was moved by Commissioner Ervin, seconded by Commissioner Santiago, to discuss Agenda Item 12-3.

Interim City Manager Lawson explained that the restoration of the historic City Hall, which began in 2015, is nearly complete, with Diamanti Construction finishing approximately 98% of the project. He requested approval to enter into an agreement not exceeding \$530,000 to address unforeseen conditions. Miss Adelina Gross was available to answer questions.

Vice Mayor Kelley raised concerns about the expired Diamanti agreement and noted that issues like water and termite damage should have been addressed earlier. While supporting the \$528,000 expense to complete the 98% finished project, he emphasized the need for better planning and timely Commission updates for future projects.

Commissioner Bass asked the Interim City Manager about the funding discussed during the agenda briefing, clarifying if it was part of the previously allocated project funds. Interim City Manager Lawson confirmed that the funds were budgeted.

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

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes

Commissioner Bass Yes
Mayor Taylor Yes

13. ADMINISTRATION:

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, AUTHORIZING AN EXTENSION OF THE AGREEMENT WITH THE EMPLOYEE RELATIONS GROUP LLC TO SERVE AS THE CITY'S OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF OPALOCKA, FLORIDA AND THE BAY HARBOR ISLANDS POLICE DEPARTMENT, ATTACHED HERETO AS EXHIBIT "A", FOR LAW ENFORCEMENT SERVICES AND RESOURCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO AMEND THE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE INSTALLATION AND SUPPORT OF THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE FOR ON-DEMAND AND FIXED-ROUTE RIDESHARE SERVICES WITHIN THE CITY, IN THE FORM ATTACHED HERETO; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING THE CITY OF OPA-LOCKA'S 2025 LEGISLATIVE PRIORITY LIST, ATTACHED HERETO AS COMPOSITE EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM 2025 FUNDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (DISTRICT 6); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ARTPAD INC FOR ARTISTIC SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN EMERGENCY AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. TO COMPLETE ALL REMAINING CONSTRUCTION RELATED TO HISTORIC CITY HALL; PROVIDING ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SOLE SOURCE PROVIDER WASTEWATER ACQUISITION LLC D/B/A IN-PIPE TECHNOLOGY, INC TO CONTINUE THE PROGRAM TO ELIMINATE FATS, OIL, AND GREASE (FOG) IN THE CITY'S SANITARY SEWER SYSTEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH WASTEWATER**

ACQUISITION LLC D/B/A IN-PIPE TECHNOLOGY, INC, IN AN AMOUNT NOT TO EXCEED TWENTYFIVE THOUSAND DOLLARS (\$25,000.00), FOR THE DIRECT PURCHASE OF AN AOP-16 LIFT STATION ODOR CONTROL UNIT FOR PUMP STATION NO. 2 WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS;PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

- 11. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK SOURCEWELL CONTRACT #120721-RVL WITH JET-VAC EQUIPMENT COMPANY, LLC FOR UNDERGROUND INFRASTRUCTURE INSPECTION AND REHABILITATION EQUIPMENT WITH RELATED SERVICES (SOURCEWELL RFP #120721), AND ENTER INTO AN AGREEMENT WITH JET-VAC EQUIPMENT COMPANY, LLC FOR THE PURCHASE OF A TRAILER MOUNTED SEWER SYSTEM CCTV INSPECTION UNIT, IN AN AMOUNT NOT TO EXCEED NINETY-SIX THOUSAND NINE HUNDRED EIGHTY-ONE DOLLARS AND SEVENTY-SIX CENTS \$96,981.76); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 12. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF LARGO CONTRACT WITH BLD SERVICES LLC FOR QUALIFIED PROFESSIONAL SERVICES FOR TRENCHLESS SANITARY AND STORM SEWER REHABILITATION (CITY OF LARGO ITB #24-B-806, AND ENTER INTO AN AGREEMENT WITH BLD SERVICES LLC FOR SEWER SYSTEM REPAIR SERVICES, IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND, SIX HUNDRED SIXTY-FIVE DOLLARS (\$80,665.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 13. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SSN ENGINEERING, LLC FOR SANITARY SEWER COLLECTION SYSTEM HYDRAULIC MODELING SERVICES, PURSUANT TO RFQ NO. 24-1011200, ATTACHED HERETO, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-FOUR THOUSAND DOLLARS (\$124,000.00);**

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

- 14. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO ISSUE A SPECIAL CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 806 JANN AVENUE TO ALLOW FOR THE INSTALLATION OF A PHOTOVOLTAIC SOLAR SYSTEM ON THE ROOF OF THIS REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 15. RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO ISSUE A CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 1141 JANN AVENUE TO CONDUCT FULL ROOF REPLACEMENT ON THIS REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 16. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO ISSUE A CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 1301 SHARAR AVENUE FOR THE REPLACEMENT OF TEN WINDOWS AND TWO DOORS OF THIS REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

Please note that action taken on the Consent Agenda items can be viewed under Agenda Item 6 - APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions).

- 14. NEW ITEMS:**

There were none.
- 15. PLANNING & ZONING:**

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC d/b/a SOUTH FLORIDA SCHOOL OF EXCELLENCE TO OCCUPY RENTAL SPACE AT 780 FISHERMAN STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; CONFLICTS OF LAW, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

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

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

Interim City Manager Lawson introduced the item and provided a brief background.

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

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

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

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

Interim City Manager Lawson thanked the Commission for approving the agenda items and provided updates. Pump Station Five received clearance from Durham and exited moratorium. The fiscal year 2023 audit was on track for submission this month. Staff, including five

employees and the Assistant City Manager, gathered information on the special taxing district and planned to share updates. Recommendations for historic City Hall's use were being prepared, and the railroad crossing at COVID Ash Street was under design by Tri-Rail and FDOT. Lawson invited questions from the Commission.

Mayor Taylor asked about the audit timeline, and Interim City Manager Lawson replied that the audit was expected by December 31. Interim City Manager Lawson noted that the auditor and finance director aimed to complete it earlier, and a special commission meeting would be requested.

In response to Vice Mayor Kelley's question about Segal Park trails, Ms. Gross stated the project was scheduled to be finished by Friday, with harmonization starting the next day to level the site. Vice Mayor Kelley raised concerns about the overgrown area near the new sidewalk and requested it be cleaned up for safety and aesthetics. He also criticized the contractor for taking five to six months to complete a project initially scheduled for 90 days, citing liability concerns as the park remained open despite safety issues. Ms. Gross assured that these concerns had been addressed with the contractor during a meeting three weeks prior.

Mayor Taylor reported that residents watching commission meetings from home could not see presentations as the camera remained focused on the chamber, requesting IT to address this issue. He also highlighted concerns about large trucks damaging medians, mentioning a recent incident at Alibaba Avenue. Interim City Manager Lawson confirmed they would work on both issues.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

There were none.

20. MAYOR/COMMISSION REPORTS:

Vice Mayor Kelley thanked his colleagues, the manager's office, departments, and residents for their support during the swearing-in ceremony and last Wednesday's Farm Share event. He noted the increased demand for food distribution, requesting an increase to 400 packages and a date adjustment to January 2 for next month. He also highlighted the Meet Me Monday community meeting at Helen Miller, thanked Commissioner Ervin for attending, and encouraged suggestions for future meeting locations. Commissioner Kelley acknowledged upcoming community events like the toy drive and asked for prayers for the family of former employee Willie Smalls, who recently passed away, along with others facing difficulties this season.

Commissioner Ervin thanked the interim city manager for the noticeable efforts of cleanup crews, noting positive feedback from residents. She highlighted the upcoming holiday bingo event on Friday, hosted in collaboration with the booster club, and reminded everyone about the Christmas

toy drive on December 21, with registration open until December 18 at local parks. She concluded by wishing everyone happy holidays.

Mayor Taylor acknowledged recent events, including the turkey drive and the tree lighting ceremony, thanking the interim manager, clerk's office, and staff for their efforts. He noted the return of the shortcut and suggested removing outdated signs. He also mentioned the upcoming holiday bingo, organized by Commissioner Ervin, encouraging attendees to dress festively for a chance to win prizes for the best outfit.

Vice Mayor Kelley reminded the community about the ongoing Holiday Home Christmas Light Competition. He encouraged residents with decorated homes to register using the flyer information or by contacting the clerk's office. The competition will select the top three homes with the best Christmas lighting displays. He urged everyone to participate or encourage their neighbors, noting the deadline is December 20.

21. OFFICIAL BOARD APPOINTMENTS:

City Clerk Flores noted Mr. Brown seeks reappointment to the Historic Preservation Board, where he previously served. With only five of nine members currently, his reappointment is vital to maintaining a quorum and board functionality.

It was moved by Vice Mayor Kelley, seconded by Commissioner Bass, to reappoint Mr. Brown to the Historic Preservation Board.

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

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

Mayor Taylor asked about assessing board functionality, suggesting reducing membership sizes due to quorum issues. Interim City Manager Lawson agreed to collaborate with the clerk and city attorney to address the matter.

22. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Vice Mayor Kelley, seconded by Commissioner Santiago to adjourn the meeting at 9:00 p.m.

John H. Taylor Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

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

Sponsored by: Interim City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING AND APPROVING THE FISCAL YEAR 2022-2023 AUDITED FINANCIAL STATEMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Annual Financial Report for the City of Opa-Locka ("City") has been completed by the external auditing firm Marcum, LLP; and

WHEREAS, City Administration desires to present audited financial statements for fiscal year ending September 30, 2023, to the City Commission for acceptance and approval. This will ensure significant stride in the City's determination and ability to achieve financial stability; and

WHEREAS, pursuant to Section 218.39, Florida Statutes, a local governmental entity shall prepare an annual financial audit of its accounts and records completed for the fiscal year by an independent certified public accountant; and

WHEREAS, the City Commission finds that it is in the best interest of the City Commission to approve the presented audited financial statement for the fiscal year ended September 30, 2023.

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

Section 1. Recitals.

The recitals to the preamble here are incorporated by reference.

Section 2. Authorization

The City Commission of the City of Opa-Locka hereby approves the Audited Financial Statement for the fiscal year ended September 30, 2023.

Section 3. Scrivener's Errors

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney,

Resolution No.

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

Section 4. Effective Date

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED AND ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice-Mayor Kelley	_____
Mayor Taylor	_____



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

Interim City Manager:	Sha'mecca Lawson		ICM Signature:	<i>Sha'mecca Lawson</i>			
Commission Meeting Date:	01.08.2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				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
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: None		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
			Enhance Organizational ☐	To enhance public safety.			
			Bus. & Economic Dev ☐				
			Public Safety ☒				
			Quality of Education ☐				
			Qual. of Life & City Image ☐				
	X		Communication ☐				
Sponsor Name	Interim City Manager		Department:	Finance Department			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA ACCEPTING AND APPROVING THE FISCAL YEAR 2023 AUDITED FINANCIAL STATEMENT.

Staff Summary:

The Annual Financial Report for the City has been completed by the external auditing firm Marcum, LLP. City Administration desires to present audited financial statements for fiscal year ending September 30, 2023, to the City Commission for acceptance and approval. This will ensure significant stride in the City's determination and ability to achieve financial stability.

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

Proposed Action:

Staff recommends the Commission accepts and approves the FY23 audited financial statement.

Attachment:

Issued Auditors Report- City of Opa-locka

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, City Commission and City Manager
City of Opa-locka, Florida

Qualified and Unmodified Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Opa-locka, Florida (the "City"), as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Summary of Opinions

<u>Opinion Unit</u>	<u>Type of Opinion</u>
Governmental Activities	Unmodified
Business-type Activities	Qualified
General Fund	Unmodified
American Rescue Plan Act	Unmodified
Capital Project Improvement Debt Service	Unmodified
Safe Neighborhood Capital Improvement	Unmodified
Water and Sewer Fund	Qualified
Stormwater Fund	Qualified
Aggregate Remaining Fund Information	Unmodified

Qualified Opinions on the Business-type Activities, Water and Sewer Fund and Stormwater Fund

In our opinion, except for the possible effects of the matter discussed in the Basis for Qualified and Unmodified Opinions section of our report, the financial statements referred to above present fairly, in all material respects, the financial position of the City, as of September 30, 2023, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Unmodified Opinion on the Governmental Activities, General Fund, American Rescue Plan Act Fund, Capital Project Improvement Debt Service, Safe Neighborhood Capital Improvement Fund and Aggregate Remaining Fund Information

In our opinion, the financial statements of referred to above presents fairly, in all material respects, the respective financial position of the Governmental Activities, General Fund, American Rescue Plan Act Fund, Capital Project Improvement Debt Service, Safe Neighborhood Capital Improvement Fund and Aggregate Remaining Fund Information of the City, as of September 30, 2023, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Qualified and Unmodified Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Matter Giving Rise to Qualified Opinion on the Business-type Activities, Water and Sewer Fund and Stormwater Fund

Management has not properly accounted for the Utility Billing Receivables and Revenue activity for the fiscal year ended September 30, 2023. Accounting principles generally accepted in the United States of America require accounts receivable to be accrued and reconciled as of fiscal year end. The amounts by which this departure would affect the assets, net position, and revenues of the Water and Sewer Fund and Stormwater Fund has not been determined.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5 through 22, and the budgetary comparison schedules, the schedules of city's proportionate share of net pension liability, the schedules of city's contributions, and the schedule of changes in the city's total OPEB liability and related ratios on pages 65 through 73 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund statements and schedules and the schedule of expenditures of state financial assistance, as required by Chapter 10.550, Rules of the Auditor General as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund statements and schedules and the schedule of expenditures of state financial assistance, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over financial reporting and compliance.

Marcum LLP

Miami, FL
December 19, 2024

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND THE MIAMI DADE COUNTY SHERIFF'S OFFICE, ATTACHED HERETO AS EXHIBIT "A", FOR LAW ENFORCEMENT SERVICES AND RESOURCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Miami-Dade County Sheriff's Office is spearheading a multi-jurisdictional voluntary cooperation and operational assistance mutual aid agreement; and

WHEREAS, this will ensure that all local law enforcement agencies will receive and extend mutual aid in the form of law enforcement services to adequately respond to continuing law enforcement issues; and

WHEREAS, the collaborative effort will aid in the protection of public safety, welfare and the preservation in the quality of life and property of Miami-Dade County residents; and

WHEREAS, the City of Opa-Locka, Florida ("City"), and the Miami Dade County Sheriff's Office, are authorized to enter into a Mutual Aid Agreement ("MAA") pursuant to Section 23.12, Florida Statutes, Florida Mutual Aid Act; and

WHEREAS, under the provisions of this agreement, law enforcement will be able to assist in violations of traffic and or drug laws, natural and man-made disasters, and criminal investigations; and

WHEREAS, upon execution and approval, this agreement will supersede all such agreements of this nature and type, becoming the controlling document in consideration of mutual promises to render valuable aid in daily operations and in times of emergency, setting the terms and conditions by which the Signatory Law Enforcement Agencies will be bound; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to authorize the Interim City Manager to enter into and execute a Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the Miami Dade County Sheriff's Office, attached hereto as Exhibit "A".

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes and directs the Interim City Manager to enter into and execute a Voluntary Cooperation and Operational Assistance Operational Assistance Mutual Aid Agreement ("MAA") with the Miami Dade County Sheriff's Office, for law enforcement services and resources, attached hereto as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



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

Department Director:	Chief of Police Kenneth D. Ottley		Department Director Signature:				
Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	01.08.2025		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex: None		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X		Enhance Organizational ☐	To enhance public safety.			
			Bus. & Economic Dev ☐				
			Public Safety ☒				
			Quality of Education ☐				
			Qual. of Life & City Image ☐				
			Communication ☐				
Sponsor Name	Interim City Manager		Department:	Police Department			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MIAMI-DADE COUNTY AND THE CONSTITUTIONAL SHERIFF'S OFFICE FOR MIAMI-DADE COUNTY, FLORIDA FOR THE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Miami-Dade Sheriff's Office is spearheading a multi-jurisdictional voluntary cooperation and operational assistance mutual aid agreement. This will ensure that all local law enforcement agencies will receive and extend mutual aid in the form of law enforcement services to adequately respond to continuing law enforcement issues. The collaborative effort will aid in the protection of public safety, welfare and the preservation in the quality of life and property of Miami- Dade County residents. Under the provisions of this agreement, law enforcement will be able to assist in violations of traffic and or drug laws, natural and manmade disasters, and criminal investigations. Upon execution and approval, this agreement will supersede all such agreement(s) of this nature and type, becoming the controlling document in consideration of mutual promises to render valuable aid in daily operations and in times of emergency, setting the terms and conditions by which the Signatory Law Enforcement Agencies will be bound.

Financial Impact: The primary purpose of this Mutual Aid Agreement is voluntary; however, our interpretation of the contract suggests there is potential for reimbursement to the assisting agency for any actual costs or expenses incurred.

Proposed Action:

Staff recommends the Commission approve this resolution and authorize the City Manager to execute the Mutual Aid Agreement with the Miami Dade County Sheriff's Office.

Attachment:

Miami Dade County Association of Chiefs of Police Combined Voluntary Cooperation and Operational Assistance, Mutual Aid Agreement

**MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE
COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT IN AND BETWEEN THE SIGNATORY LAW
ENFORCEMENT AGENCIES**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Agreement") is made by and between the Signatory Law Enforcement Agencies, including the municipal governments / corporations / political subdivisions located within Miami-Dade County and the Constitutional Sheriff's Office for Miami-Dade County, each having principal offices at the locations designated in their signature panels. The Signatory Law Enforcement Agencies state as follows:

WHEREAS, it is the responsibility of the municipal governments / corporations / political subdivisions located within the boundaries of Miami-Dade County, Florida, and of the Miami-Dade County Sheriff's Office to ensure the public safety and welfare of their citizens by providing adequate levels of public safety and police services to address any foreseeable routine / emergency situation; and

WHEREAS, there exists a continuing possibility of the occurrence of situations / issues, and other natural / manmade conditions that require law enforcement response which are, or are likely to be, beyond the control of the capabilities, services, personnel, equipment or facilities of one or more of the Signatory Law Enforcement Agencies; and

WHEREAS, the Signatory Law Enforcement Agencies must ensure their preparations and operations will be adequate to address any and all of these conditions, to protect the public peace, safety and security, and to preserve the lives and property of the people of Miami-Dade County, Florida and of the municipal governments / corporations / political subdivisions located within Miami-Dade County; and

WHEREAS, the Signatory Law Enforcement Agencies are so located in relation to each other that it is in the best interest and advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and
- (3) Joint provision of law enforcement services specified herein and allowed pursuant to Section 166.0495, Florida Statute; and

WHEREAS, the Signatory Law Enforcement Agencies have the authority under the Florida Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a Mutual Aid Agreement for law enforcement services, which both:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

NOW, THEREFORE, BE IT KNOWN, that the Signatory Law Enforcement Agencies, and their respective political subdivisions of the State of Florida, in consideration of mutual promises to render valuable aid in daily operations and in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Provisions for Voluntary Cooperation:** the Signatory Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of these agencies may provide voluntary cooperation and assistance of a routine or emergency law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but is not limited to:
 - A. Concurrent law enforcement jurisdiction in and throughout the jurisdictional limits of the Signatory Law Enforcement Agencies for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of their jurisdiction (e.g., to / from court, vehicle maintenance run, any authorized use / operation, per agency policy, of their law enforcement vehicle).
 - B. Concurrent law enforcement jurisdiction in and throughout the jurisdictional limits of the Signatory Law Enforcement Agencies for arrests, made pursuant to the laws of arrest, of persons identified because of investigations of any offense constituting a felony, violent misdemeanor or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred within the jurisdiction of the agency employing the arresting officer.
 - C. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the Signatory Law Enforcement Agencies, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and for boating infractions.
 - D. Concurrent law enforcement jurisdiction for certain exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
 - E. Concurrent law enforcement jurisdiction in and throughout the jurisdictional limits of the Signatory Law Enforcement Agencies, for investigations of, but not limited to, homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, frauds, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, Internal Affairs, and multi-agency task forces / joint investigations.

- F. Flagrant violations of Traffic Laws, that left unchecked could reasonably lead to the injury of people on / around the roadway upon which the violation is occurring (e.g. speeding through a school zone or weaving through heavy traffic).

Prior to any officer taking enforcement action pursuant to paragraphs (A) through (F) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene, they will have the absolute authority to decide whether to take over the situation. If the agency of normal jurisdiction decides to take over, then the assisting agency's officer(s) shall offer and are required to provide any assistance requested. The assisting agency's officer(s) shall, at a minimum, author a follow-up written report documenting the event and the actions taken.

These provisions are not intended to grant general law enforcement operational authority, or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening, or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

2. Provisions for Operational Assistance: the Signatory Law Enforcement Agencies approve and enter into this Agreement whereby each of these agencies may request / render law enforcement assistance to the other to include, but not necessarily limited to, the following:

- A. Joint multi-jurisdictional criminal investigations.
- B. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
- C. Any natural, technological, or manmade disaster.
- D. Incidents which may require rescue operations / crowd / traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
- E. Terroristic activities including, but not limited to, acts of sabotage.
- F. Escapes from or disturbances within detention facilities.
- G. Hostage and barricaded subject situations, and aircraft piracy.
- H. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.
- I. Enemy attack / Active Shooter / Active Assailant.
- J. Transportation of evidence requiring security.
- K. Major events (e.g., sporting events, concerts, parades, fairs, festivals, and conventions).
- L. Security and escort duties for dignitaries.

- M. Situations in which one agency cannot perform its functional objective.
- N. Incidents requiring utilization of specialized units (e.g. underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene, marine patrol enforcement or investigation, intelligence, police / public information, DUI / BUI Investigators [BTO, SFST, DRE]).
- O. Joint training in areas of mutual interest.
- P. Exigent situations without a formal request which occur / arise from spontaneous occurrences (i.e. area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting agency is closer to the area than the officer receiving the call, active shooter / assailant situations).
- Q. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters of the Signatory Law Enforcement Agencies.
- R. DUI checkpoints, Traffic Safety Checkpoints / Operation.
- S. Impaired Driving Investigations, including all aspects of DUI, BUI, and DRE.
- T. Extra-Duty Details / Special Events.

3. Procedure for Requesting Operational Assistance:

- A. If a Signatory Law Enforcement Agency needs assistance, the Chief Executive, or designee, of the law enforcement agency requiring assistance shall notify the agency from which such assistance is requested. The Chief Executive, or designee, whose assistance is sought shall evaluate the situation and available resources and will respond in a manner deemed appropriate. This authority may be granted either verbally or in writing as the situation dictates.
- B. Signatory Law Enforcement Agencies agree to furnish necessary manpower, equipment, facilities, and other resources and to render services to the requesting party(ies) as required to assist in addressing the situation which caused the request; provided, however, that no Signatory Law Enforcement Agencies shall be required to unreasonably deplete its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- C. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, assisting personnel will report to the ranking supervisor on the scene.
- D. Communications instructions should be included in each request for mutual aid and each responding agency's communications centers will endeavor to maintain radio / telephone / other as appropriate contact with each other until the mutual aid situation has ended.

- E. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or the direction of the Incident Commander.
- F. Agency Heads of Signatory Law Enforcement Agencies, or their designees, shall establish procedures for transferring control of the mission and for transferring tactical control of any assigned task, and supervisory control over personnel or equipment provided pursuant to this Agreement.

4. **Command and Supervisory Responsibility:**

- A. Command: The personnel and equipment that are assigned by the Assisting Agency shall be under the immediate command of a supervising officer designated by the Assisting Agency. Such supervising officer shall be under the direct supervision and command of the Chief Executive or designee of the agency requesting assistance.
- B. Conflicts: Whenever an officer is rendering assistance pursuant to this Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of their employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then the rule, regulation, policy, general order or procedure of the assisting officer's agency shall control and will supersede the direct order.
- C. Handling Complaints: For any complaints that are generated because of a cooperative effort under this Agreement, the Chief Executive, or designee, of the agency employing the subject officer shall be responsible for the investigation of the complaint. The Chief Executive, or designee of the requesting agency (receiving the complaint) should, at a minimum, determine:
 - 1. The identity of the complainant.
 - 2. Contact information for the complainant.
 - 3. The specific allegation.
 - 4. The identity of the accused employee(s) without regard as to agency affiliation.

If, during the investigation, it is determined that the subject officer is an employee of the Assisting Agency, all information and pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded, without delay, to the subject officer's employing agency for administrative review. The Requesting Agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and / or whether any of the employees of the Requesting Agency violated any of their respective policies / procedures.

5. Powers, Privileges, Immunities, and Costs:

- A. All certified law enforcement employees, as defined in Chapter 943, Florida Statutes, of Signatory Law Enforcement Agencies, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing agency pursuant to the terms of this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate its employees providing services pursuant to this Agreement, during the time of rendering of such services, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- D. All privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pension, insurance, relief, disability, works compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the jurisdictional limits of the employing agency, shall apply to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to paid, volunteer, reserve, and auxiliary employees.
- E. Nothing herein shall prevent the requesting agency from seeking supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

- 6. Liability:** Each Signatory Law Enforcement Agency engaging in any cooperation and assistance pursuant to this Agreement, agrees to assume responsibility for the acts, omissions or conduct of their own employees while engaged in rendering services pursuant to this Mutual Aid Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. Nothing in this Agreement shall be deemed or treated as a waiver of any immunity to which any party is entitled by law, including but not limited to the sovereign immunity protections as set forth in Section 768.28, Florida Statutes.

7. **Insurance:** Each Signatory Law Enforcement Agency shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes.
8. **Forfeitures:** While operating under the auspices of this Agreement, property subject to forfeiture under Sections 932.701 - 932.707, Florida Statutes, known as the "Florida Contraband Forfeiture Act," may be seized. The agency initiating / pursuing the forfeiture action shall have the exclusive right to control, and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, including, but not be limited to, the complete discretion to bring the action or dismiss the action. The proceeds from seized property that is successfully forfeited shall be distributed equitably among the participating agencies in proportion to the amount of investigation and participation performed by each agency, pursuant to the provisions of the Florida Contraband Forfeiture Act, less the costs and attorney's fees associated with the forfeiture action. The political subdivision / agency controlling the forfeiture may allow another Signatory Law Enforcement Agency to prosecute the forfeiture, subject to the written authorization of the Chief Executive and the legal counsel for each of the participating Signatory Law Enforcement Agencies.
9. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
10. **Effective Date and Duration:** This Agreement shall be in effect upon execution and approval by the hereinafter named officials of the Signatory Law Enforcement Agencies and their respective political subdivisions (where applicable) and shall continue in full force and effect until **January 1, 2035**. Under no circumstances may this Agreement be renewed, amended or extended except in writing.
11. **Supersedure:** Upon execution and approval by the hereinafter named officials of the Signatory Law Enforcement Agencies and their respective political subdivisions (where applicable), this Agreement will supersede any and all such agreement(s) of this nature and type, becoming the controlling document in consideration of mutual promises to render valuable aid in daily operations and in times of emergency, setting the terms and conditions by which the Signatory Law Enforcement Agencies will be bound.
12. **Nonexclusive Privilege:** Nothing herein shall preclude any Signatory Law Enforcement Agency from formulating additional specialty MOU / MAA with other Signatory Law Enforcement Agencies for the benefit of their collective operations. In instances where the terms / conditions of such specialty MOU / MAA overlap with the terms and conditions of this Agreement, the terms and conditions of this Agreement will take priority and bind the Signatory Law Enforcement Agencies.
13. **Cancellation:** Participation in this Agreement may be terminated by any Signatory Law Enforcement Agency and their respective political subdivision (where applicable) upon ninety (90) days written notice to the other Signatory Law Enforcement Agencies.

AGREED AND ACKNOWLEDGED this ____ day of _____, 2024.

insert Name of authorizing official

insert Title of authorizing official

insert Name of Political Subdivision

insert Address of Political Subdivision 1

insert Address of Political Subdivision 2

Miami Dade County, FL

insert Name of authorizing Law Enforcement official

insert Title of authorizing Law Enforcement official

insert Name of Agency 1

insert Name of Agency 2

insert Address of Agency 2

Miami Dade County, FL

ATTEST:

insert Name of Recording official

insert Title of Recording official

insert Name of Employer

Miami Dade County, FL

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

insert name of attorney

insert title of attorney

insert name of affiliation

Miami Dade County, FL

RESOLUTION NO. 25-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO RE-ALLOCATE THREE THOUSAND DOLLARS (\$3,000) FROM THE PARKS AND RECREATION SPECIAL EVENTS BUDGET FOR THE CONGA-LOCKA EVENT TO AID IN FUNDING THE BRIGHT HOME OF THE MONTH PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mayor John Taylor Jr. anticipated hosting the City of Opa-Locka's Annual Conga-Locka Latin Music Festival on October 11, 2024. However, due to various concerns of inclement weather, the event was cancelled; and

WHEREAS, the sponsor is requesting to have the funds allotted for Conga-Locka, through the Parks and Recreation Special Events, to be re-allocated to fund the City of Opa-Locka's Bright Home of the Month Program, in an amount of Three Thousand Dollars (\$3,000); and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to direct the Interim City Manager to re-allocate Three Thousand Dollars (\$3,000) from the Parks and Recreation Special Events Budget for the Conga-Locka Event to aid in funding the Bright Home of the Month Program.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the Interim City Manager direct the Interim City Manager to re-allocate Three Thousand Dollars (\$3,000) from the Parks and Recreation Special Events Budget for the Conga-Locka event to aid in funding the Bright Home of the Month Program.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE

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

PASSED and **ADOPTED** this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



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

Interim City Manager:	Shamecca Lawson		ICM Signature				
Commission Meeting Date:	01.08.2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
	X				X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Mayor Taylor		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, REQUESTING THE RE-ALLOCATION OF THE \$3,000 FROM THE PARKS AND RECREATION SPECIAL EVENTS BUDGET INTENDED FOR THE CONGA-LOCKA EVENT TO AID IN FUNDING THE BRIGHT HOME OF THE MONTH PROGRAM.

Staff Summary:

Mayor John Taylor Jr. anticipated to host the City's Annual Conga-Locka Latin Music Festival on October 11, 2024. Due to various concerns of inclement weather, the event was cancelled. The sponsor is requesting to have the funds allotted for Conga-Locka through the Parks and Recreation Special Event to be re-allocated to fund the City's Bright Home of the Month Program in an amount not exceed \$3,000.

Financial Impact: This item was not included in the FY 25 Adopted Budget and will require a Budget Amendment to allocate funding, utilizing savings from the Conga-Locka special event. The project will begin in February 2025, with funding not to exceed \$3,000 annually. This program is intended to be ongoing and will need to be incorporated into the Operating Budget for subsequent years, impacting the General Fund. The estimated ongoing cost is approximately \$250 per month.

Proposed Action:

Staff recommends the approval of the allocation of these funds.

Attachment:

Bright Home of the Month Plan and Guidelines

CITY OF OPA-LOCKA



BRIGHT HOME OF THE MONTH

Program Details

Bright Home of the Month Program

The **Bright Home of the Month** program is an initiative designed to recognize and celebrate residents of Opa-locka who enhance their property's curb appeal through exceptional beautification efforts. Each month, one home will be selected based on nominations from the community and evaluated by the City Manager's Office.

The program encourages community pride, promotes neighborhood beautification, and highlights the importance of maintaining vibrant and welcoming properties. Winners will receive a \$200 gift card, a custom plaque, and a "Bright Home of the Month" yard sign to display proudly. Additionally, their home and efforts will be featured on the city's platforms, including social media, and at City Commission meetings.

Launching in February, the program aims to inspire residents to take pride in their homes and contribute to the city's overall aesthetic and community spirit. This initiative provides an opportunity for residents to celebrate and appreciate one another's efforts throughout the year.

Nomination Process

1. **Eligibility:**
 - Any residential property within the city limits of Opa-locka.
2. **Who Can Nominate:**
 - Open to residents, neighborhood associations, staff, or city officials.
 - Nominations may be submitted via an online form, email, or in-person at the City Clerk's Office.
 - The form includes:
 - Name of the nominee.
 - Property address.
 - Photos of the property.
 - A brief explanation of why the home deserves recognition.

Selection Criteria

1. **Assessment by the City Manager's Office:**
 - Cleanliness and maintenance of the property.
 - Landscaping and design efforts.
 - Creativity or unique beautification features.
 - Bonus points for sustainability efforts, such as the use of native plants or water conservation techniques.

Selection Timeline

- Nominations close on the 15th of each month.
- Winners are announced at the end of each month.

Recognition and Prizes

1. **Prizes for Winners:**
 - \$200 gift card.
 - Custom-designed plaque.
 - "Bright Home of the Month" yard sign displayed for the month.
 - Recognition at the City Commission meeting, on the city's website, and across social media platforms.
2. **Highlighting the Home:**
 - Professional photos of the home will be showcased on city platforms.
 - A short feature on the homeowner's efforts and inspiration will be published.

Launch Timeline

1. **January:**
 - Announce the program.
 - Launch a marketing campaign (flyers, social media posts, press releases).
 - Set up the nomination portal and process.
2. **February:**
 - Accept the first round of nominations starting February 1.
 - Select and announce the first winner by February 28
3. **March - September:**
 - Accept nominations each month starting on the 1st.

RESOLUTION NO. 25-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION #23-165 TO REMOVE REFERENCE TO FORMER CITY COMMISSIONER WILLIAMS HAVING APPROVAL AUTHORITY FOR CITY ATTORNEY INVOICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, Florida ("City Commission") approved a policy pertaining to the submission of litigation legal invoices through Resolution No. 23-165; and

WHEREAS, the approved policy specifically provided for review of submitted litigation invoices by the City Attorney to former City Commissioner Williams, or in her absence either the Mayor or Vice-Mayor of the City of Opa-Locka; and

WHEREAS, Commissioner Williams is no longer a City of Opa-Locka Commissioner and the City Commission now desires to remove her name from the invoice submission process; and

WHEREAS, this amendment shall further authorize the Mayor and Interim City Manager to work along with the City Attorney for improvements to the invoice submission process.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby amends Resolution 23-165 to remove reference to former City Commission Williams having any approval authority for City Attorney invoices.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE

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

PASSED and **ADOPTED** this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice-Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Interim City Manager:	Shamecca Lawson		ICM Signature				
Commission Meeting Date:	01.08.2025		Item Type:	Resolution	Ordinance		Other
			(Enter X in box)	X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
				X			
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
				X			X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	Mayor Taylor		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING RESOLUTION 23-165 TO REPLACE COMMISSIONER WILLIAMS' APPROVAL AUTHORITY WITH MAYOR OR VICE MAYOR AND FURTHER AUTHORIZE THE REVISION TO THE CITY ATTORNEY INVOICE SUBMISSION POLICY.

Staff Summary:

Resolution No. 23-165 was adopted by the City Commission to approve a policy for City Attorney legal invoice submission, review and approval. The City Commission now desires to remove Commissioner Williams as the approver and replace with Mayor or Vice Mayor, in perpetuity of contract. This amendment shall further authorize the Mayor and Interim City Manager to work with the City Attorney to update any and all policies regarding timely invoice submission. Policy revisions shall be presented and approved by the City Commission.

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

Proposed Action:

Staff recommends the approval of this legislation.

Attachment:

Sponsored by: Mayor Taylor

RESOLUTION NO. 25-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SERVING AND/OR SALE OF ALCOHOLIC BEVERAGES AT THE STATE OF THE CITY EVENT, TO BE HELD AT THE HISTORIC CITY HALL BUILDING ON JANUARY 31, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, each year, the Mayor of the City of Opa-Locka ("City") delivers a State of the City address which celebrates the community, recognizes areas for improvement, and sets the policy agenda for the year ahead; and

WHEREAS, this event is essential as it is typically an issue-driven keynote address that informs the attendees of the City's local economic condition, the progress of capital projects, and City finances; and

WHEREAS, in 2025, the State of the City will be held on January, 31, 2025. In addition to the entertainment, the Sponsor is seeking City Commission approval to offer and/or sell alcoholic beverage at the event to adults; and

WHEREAS, the City Commission has reviewed the criteria for an exception from the prohibition of consumption of alcoholic beverages, pursuant to the City's Code of Ordinance; and

WHEREAS, the City Commission finds that it is in the best interests of the City to approve the serving and/or sale of alcoholic beverages at the State of the City Event.

NOW THEREFORE BE IT 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 approves the serving and/or sale of alcoholic beverages at the State of the City Event.

Section 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the City Manager, following review by the City

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

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

PASSED AND ADOPTED this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



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

Interim City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	01.08.2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Mayor Taylor		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA APPROVING THE SERVING AND/ OR SALE OF ALCOHOLIC BEVERAGES AT THE STATE OF THE CITY'S ADDRESS TO BE HELD ON JANUARY 31, 2025.

Staff Summary:

Each year, the Mayor delivers a State of the City address which celebrates the community, recognize areas for improvement, and set the policy agenda for the year ahead. This event is essential as it is typically an issue-driven keynote speech that informs the attendees of the City's local economic conditions, the progress of capital projects, and city finances. In 2025, the State of the City will be held on January 31st. In addition to the entertainment, the Sponsor is seeking approval to serve and/or sell alcoholic beverage at the event.

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

Proposed Action:

Staff recommends the approval of the serving and/or sale of alcoholic beverages at the State of the City's address.

Attachment:

Save the Date Flyer



Save the Date

THE CITY OF OPA-LOCKA
Mayor John H. Taylor Jr.

CORDIALLY INVITES YOU TO ATTEND THE
2025 STATE OF THE CITY ADDRESS

FRIDAY • JANUARY 31ST • 6:00 PM



Sponsored by: City Clerk

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, ATTACHED HERETO AS EXHIBIT "A", TO ALLOW FOR CITY PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON THE COUNTY DESIGNATED WEBSITE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Constitution requires all meetings of a county, municipality, school board, or special district at which official acts are to be taken or at which public business is to be discussed or transacted to be open to the public and properly noticed; and

WHEREAS, pursuant to the City of Opa-Locka's Code of Ordinances, the City of Opa-Locka ("City") currently publishes legal advertisements and public notices in the local general circulation newspaper. The cost for these services are approximately Three Hundred Dollars (\$300.00), per advertisement; and

WHEREAS, the City, like many other municipalities in Miami-Dade County, historically published legal notices in the Daily Business Review when possible, because it was more cost effective than other available newspapers of general circulation; and

WHEREAS, as of December 22, 2023, the Daily Business Review ceased producing a print product and no longer meets the qualifications necessary for publication of legal notices under Florida Law; and

WHEREAS, on April 2, 2024, the County Board of County Commissioners ("BCC") adopted Resolution No. R-281-24, which, among other things, directed the County Mayor's administration to take all necessary steps to provide for publication of municipal legal advertisements and public notices on a publicly accessible website of the County in accordance with Section 50.0311, Florida Statutes; and

WHEREAS, pursuant to section 50.0311, Miami-Dade County ("County") has decided to designate a publicly accessible website - legalads.miamidade.gov - for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on the website is less than the cost of publishing them in print; and

WHEREAS, on July 16, 2024, the County BCC designated "legalads.miamidade.gov" as the County's publicly accessible website, approved the form of interlocal agreement attached hereto as Exhibit "A" for the publication of municipal legal advertisements and public notices, and authorized the County Mayor or County Mayor's designee to execute the Agreement with any governmental agencies within the County relating to the same; and

WHEREAS, the estimated annual cost for the software, maintenance, and support necessary for the publication of municipal legal advertisements and public notices on the Site is estimated to be less than the cost of advertising in a newspaper of general circulation in the County; and

WHEREAS, the City desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with Section 50.0311, Florida Statutes; and

WHEREAS, this alternative is economically efficient to the City and would allow the City to advertise on the County's website in lieu of publishing in a newspaper of general circulation for certain legal ads at an annual cost of Seven Hundred Seven Dollars (\$707.00) per user, with a user being defined as the person submitting the advertisement to the County. The City Clerk will be only authorized user; and

WHEREAS, the City Clerk recommends that two staff members be designated as users to ensure the availability of a user when needed, for an annual cost of One Thousand, Four Hundred Four Dollars (\$1,404.00). If no publications were used for advertising, this would result in an annual savings of Thirty-One Thousand Ninety-Six Dollars (\$31,096.00); and

WHEREAS, there is an additional annual advertising budget to solicit bids (RPP, RFQ, ITB, etc.) of Thirty-Five Thousand Dollars (\$35,000.00). It is being investigated as to whether this type of advertising qualifies for the County website and whether the efficacy in reaching potential bidders is comparable to publication advertising. If this proves to be feasible, up to another Thirty-Five Thousand Dollars (\$35,000.00) of savings would be realized; and

WHEREAS, the Parties desire to enter into an Agreement, attached hereto as Exhibit "A", to facilitate the City's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to enter into an Interlocal Agreement with Miami-Dade County, attached hereto as Exhibit "A", to facilitate the City's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification,

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby authorizes the City Manager to execute the Interlocal Agreement with Miami-Dade County to facilitate the City's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification, attached hereto as Exhibit "A".

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

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

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



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

Department Manager:	Joanna Flores		Department Director Signature:		
Interim City Manager:	Sha'mecca Lawson		CM Signature:		
Commission Meeting Date:	01/08/2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance
Fiscal Impact: <i>(Enter X in box)</i>	Yes X	No 	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading 	2nd Reading
			Public Hearing: <i>(Enter X in box)</i>	Yes 	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes 	No X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes X	No 	RFP/RFQ/Bid#:		
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No 	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
Sponsor Name	City Clerk		Department:	City Clerk	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR LOCAL GOVERNMENT PUBLICATION OF LEGAL ADVERTISEMENT AND PUBLIC NOTICES ON COUNTY DESIGNATED WEBSITE.

Staff Summary:

Pursuant to the City's Code of Ordinances, the City currently publishes legal advertisements and public notices in the local general circulation newspaper. The cost for these services are approximately \$300, per advertisement. Miami-Dade County has adopted Resolution R-693-24 approving an Interlocal Agreement between Miami-Dade County and any other government agency in Miami-Dade County to facilitate the publication of legal advertisements and public notices by such government agency on a publicly accessible website of the County, in accordance with section 50.0311, Florida Statutes. This alternative is economically efficient to the City and would allow the City to advertise on the County's website in lieu of publishing in a newspaper of general circulation for certain legal ads at an annual cost of \$707 per user. The City Clerk will be only authorized user.

Financial Impact: For FY 25, there is \$15,000 for advertising in the City Clerk budget and \$17,500 in the Community Development budget. As indicated, there is an annual cost of \$707 per user, with a user being defined as the person submitting the advertisement to the County. The City Clerk recommends that two staff members be designated as users to ensure the availability of a user when needed, for an annual cost of \$1,404. If no publications were used for advertising, this would result in an annual savings of \$31,096. However, there may occasions where the City determines that it would be in its best interest to advertise in a publication and the annual savings would be a little less than the theoretical maximum.

Additionally, it should be noted that there is an additional annual advertising budget to solicit bids (RFP, RFQ, ITB, etc.) of \$35,000. It is being investigated as to whether this type of advertising qualifies for the County website and whether the efficacy in reaching potential bidders is comparable to publication advertising. If this proves to be feasible, up to another \$35,000 of savings would be realized.

Proposed Action:

Staff recommends the City Commission adopt a resolution authorizing the City Manager to enter into an Interlocal Agreement with Miami-Dade County to allow the City to satisfy legal advertisement and public notice requirements through advertising on the County's website.

Attachment:

Interlocal Agreement-Miami Dade County



**Office of the City Manager
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054**

Sha'mecca Lawson
Interim City Manager

Telephone (305) 953-2821
Email: slawson@opalockafl.gov

To: Burnadette Norris-Weeks
City Attorney

From: Sha'mecca Lawson
Interim City Manager

Date: December 5, 2024

Re: Access to Internet for Residents and Virtual Public Notice Posting

This memorandum is to confirm that residents of the City of Opa-locka have access to Internet, to access a publicly accessible website for the publication of legal advertisements and public notices through the Miami-Dade County Communications and Customer Experience Departments creation of the webpage. In compliance with the recent passage of state law SB402 which authorizes state and local government in Florida to publish most notices on newspaper websites in lieu of print. The City Commission in support of the new alternative has considered legislation to approve the City Clerk's Office to use all options applicable through state law to carry out the fiduciary duties of their office in relation to this matter.

With this option being available to the City of Opa-locka, the Office of the City Manager strongly supports the legislation due to the cost savings of tax dollars, accessibility options to the public, and practical, functional, convenience for city staff within the Clerk's Office. Residents having access to Internet and other digital resources within the city which ensures that the public can receive and view city meeting and legal notice communications via the Miami-Dade County website in lieu of print notices.

Prior to the change in legislation, public notices could only be made in print, which posed challenges and barrier for those without access to print media. The shift to include online posting now offers an additional, convenient method of communication for residents.

Therefore, the City Manager's Office confirms that the City of Opa-locka is fully compliant with the legal requirements and the capability to post public and legal notices online, ensuring transparency and access for all residents. This memo serves to clarify the city's capacity to utilize the Miami-Dade County website for meeting notices and related announcements in a virtual format, in accordance with state law.

**Interlocal Access Agreement for Local Government Publication of Legal
Advertisements and Public Notices on County Designated Website**

This Interlocal Agreement ("Agreement") is made and entered into by and between Miami-Dade County, Florida ("County"), a political subdivision of the State of Florida, and _____, a municipality, other unit of local government or other political subdivision in the State of Florida ("Local Government"). The parties to this agreement are solely the County and the Local Government (each a "Party," and collectively the "Parties").

RECITALS

A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and

B. Section 50.011 also provides that such advertisements and notices may instead be placed on a publicly accessible website, as provided in section 50.0311; and

C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

D. Pursuant to section 50.0311, the County has decided to designate a publicly accessible website – **legalads.miamidade.gov** - for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

TERMS

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are approved and incorporated herein.

2. Designation of Website. The County has designated **legalads.miamidade.gov** (“Website”) as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County’s notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the “Website” for purposes of this Agreement.

3. Utilization of Website. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County’s choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.

4. Term. The term of this Agreement shall commence upon the date it is fully executed by the Parties (“Effective Date”) and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.

5. Extensions. The County may extend this Agreement for two additional five-year terms (each an “Extension Term”) on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government’s use of the Website.

6. Compliance with Legal Requirements. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time (“Legal

Requirements”). The County shall have no responsibility for ensuring that the Local Government, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

7. County Actions are Ministerial. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.

8. Services Description. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.

9. Training. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.

10. Support. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.

11. Financial Responsibility. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government’s use of the Website, and any County administrative staff time required to facilitate Local Government’s use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local

Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Local Government shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation. If the Local Government fails to pay such fees and costs in a timely manner, the County may terminate the Local Government's access to the Website, and the County shall have no liability to the Local Government for such termination or lack of access due to non-payment.

12. Costs. The annual necessary software, maintenance, and support costs for each Local Government are estimated to be \$707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.

13. Reimbursable Expenses. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.

15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

16. Termination. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

18. Notices. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:

Miami-Dade County Communications and Customer Experience Department
ATTN: Inson Kim
111 NW 1st Street
Suite 2510
Miami, FL 33128

FOR LOCAL GOVERNMENT:

19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

20. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.

21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

22. Severability. If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

23. Third-Party Beneficiaries. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.

24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the

Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

25. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.

26. Representation of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.

27. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

28. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

COUNTY

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MIAMI-DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor or County Mayor's Designee, authorized to execute same by Board action on _____, and the Local Government, signing by and through its Clerk's Office, duly authorized to execute same.

MIAMI-DADE COUNTY, by and through
its County Mayor or County Mayor's Designee

By: _____

____ day of _____, 20____

LOCAL GOVERNMENT

LOCAL GOVERNMENT NAME

ATTEST:

By: _____
LOCAL GOVERNMENT MAYOR/ TITLE

CITY CLERK

Print Name

____ day of _____, 20____

Approved as to form
and legal sufficiency:

MEMORANDUM

Agenda Item No. 11(A)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a form interlocal agreement between Miami-Dade County and any other government agency in Miami-Dade County to facilitate the publication of legal advertisements and public notices by such government agency on a publicly accessible website of the County, in accordance with section 50.0311, Florida Statutes; authorizing the County Mayor to execute the interlocal agreement with any other government agency in Miami-Dade County and to exercise the provisions and all rights contained therein

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Senator René García.


Geri Bonzon-Keenan
County Attorney

GBK/ks



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 16, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(2)
7-16-24

RESOLUTION NO. _____

RESOLUTION APPROVING A FORM INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ANY OTHER GOVERNMENT AGENCY IN MIAMI-DADE COUNTY TO FACILITATE THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES BY SUCH GOVERNMENT AGENCY ON A PUBLICLY ACCESSIBLE WEBSITE OF THE COUNTY, IN ACCORDANCE WITH SECTION 50.0311, FLORIDA STATUTES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT WITH ANY OTHER GOVERNMENT AGENCY IN MIAMI-DADE COUNTY AND TO EXERCISE THE PROVISIONS AND ALL RIGHTS CONTAINED THEREIN

WHEREAS, section 50.0311 of the Florida Statutes provides that “[a] governmental agency may use the publicly accessible website of the County in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper”; and

WHEREAS, the term “government agency” is defined in section 50.0311 to mean “a county, municipality, school board, or other unit of local government or political subdivision in this state”; and

WHEREAS, on April 2, 2024, this Board adopted Resolution No. R-281-24, which, among other provisions, “directed the County Mayor’s administration to take all necessary steps to provide for publication of legal advertisements and public notices on a publicly accessible website of the County, in accordance with section 50.0311”; and

WHEREAS, Resolution No. R-281-24 further directed the administration to “develop a form interlocal agreement for use by the County and another local government in Miami-Dade

County when such local government wishes to utilize the County's website to publish legal advertisements and notices," with such interlocal agreement including "provisions to ensure that the use of the County's website for such purposes shall be at no cost to the County, and such interlocal agreement shall address and provide for, at a minimum, indemnification of and duty to defend the County, costs and payment to the County, and a definite agreement term not to exceed five years, with a possible option to renew"; and

WHEREAS, for a number of years, the County has used and maintained a website at legalads.miamidade.gov to provide notice of Sunshine meetings and courtesy notice of matters that are legally advertised or noticed via a newspaper; and

WHEREAS, in accordance with this Board's directive in Resolution No. R-281-24, legalads.miamidade.gov has been modified to conform with the requirements of chapter 50 of the Florida Statutes, and the County has now officially designated it as the publicly accessible website for legal advertisements and notices in Miami-Dade County; and

WHEREAS, several local governments, including the City of Doral, City of Miami Gardens, and City of Coral Gables, have passed resolutions urging the County to expedite the designation of a publicly accessible website to host legal advertisements and public notices pursuant to section 50.0311 of Florida Statutes; and

WHEREAS, as directed by this Board, the County Mayor's administration has prepared a form interlocal agreement to facilitate the use of the County's website by other government agencies for the publication of their own legal advertisements and notices, to the extent permitted by section 50.0311; and

WHEREAS, this Board now wishes to approve the form interlocal attached hereto and to authorize the County Mayor's administration to enter into such interlocal agreements with other government agencies in Miami-Dade County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are approved and incorporated herein.

Section 2. This Board hereby approves the form interlocal agreement, attached as Exhibit 1 hereto, between Miami-Dade County and any other government agency in Miami-Dade County to facilitate the publication of legal advertisements and public notices by any such government agency on a publicly accessible website of the County, in accordance with section 50.0311, Florida Statutes.

Section 3. This Board hereby authorizes the County Mayor or County Mayor's designee to execute such interlocal agreement with any other government agency in Miami-Dade County and to exercise the provisions and all rights contained therein.

The Prime Sponsor of the foregoing resolution is Senator René García. It was offered by
Commissioner _____, who moved its adoption. The motion was seconded by
Commissioner _____ and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of July, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



James Eddie Kirtley

Interlocal Access Agreement for Local Government Publication of Legal
Advertisements and Public Notices on County Designated Website

This Interlocal Agreement ("Agreement") is made and entered into by and between Miami-Dade County, Florida ("County"), a political subdivision of the State of Florida, and _____, a municipality, other unit of local government or other political subdivision in the State of Florida ("Local Government"). The parties to this agreement are solely the County and the Local Government (each a "Party," and collectively the "Parties").

RECITALS

A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and

B. Section 50.011 also provides that such advertisements and notices may instead be placed on a publicly accessible website, as provided in section 50.0311; and

C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

D. Pursuant to section 50.0311, the County has decided to designate a publicly accessible website – **legalads.miamidade.gov** - for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

TERMS

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are approved and incorporated herein.

2. Designation of Website. The County has designated **legalads.miamidade.gov** (“Website”) as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County’s notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the “Website” for purposes of this Agreement.

3. Utilization of Website. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County’s choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.

4. Term. The term of this Agreement shall commence upon the date it is fully executed by the Parties (“Effective Date”) and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.

5. Extensions. The County may extend this Agreement for two additional five-year terms (each an “Extension Term”) on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government’s use of the Website.

6. Compliance with Legal Requirements. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time (“Legal

Requirements”). The County shall have no responsibility for ensuring that the Local Government, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

7. County Actions are Ministerial. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.

8. Services Description. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.

9. Training. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.

10. Support. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.

11. Financial Responsibility. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government’s use of the Website, and any County administrative staff time required to facilitate Local Government’s use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local

Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Local Government shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation. If the Local Government fails to pay such fees and costs in a timely manner, the County may terminate the Local Government's access to the Website, and the County shall have no liability to the Local Government for such termination or lack of access due to non-payment.

12. Costs. The annual necessary software, maintenance, and support costs for each Local Government are estimated to be \$707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.

13. Reimbursable Expenses. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.

15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

16. Termination. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

18. Notices. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:

Miami-Dade County Communications and Customer Experience Department
ATTN: Inson Kim
111 NW 1st Street
Suite 2510
Miami, FL 33128

FOR LOCAL GOVERNMENT:

19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

20. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.

21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

22. Severability. If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

23. Third-Party Beneficiaries. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.

24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the

Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

25. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.

26. Representation of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.

27. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

28. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

COUNTY

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MIAMI-DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor or County Mayor's Designee, authorized to execute same by Board action on _____, and the Local Government, signing by and through its Clerk's Office, duly authorized to execute same.

MIAMI-DADE COUNTY, by and through
its County Mayor or County Mayor's Designee

By: _____

____ day of _____, 20____

LOCAL GOVERNMENT

LOCAL GOVERNMENT NAME

ATTEST:

By: _____
LOCAL GOVERNMENT MAYOR/ TITLE

CITY CLERK

Print Name

____ day of _____, 20____

Approved as to form
and legal sufficiency:

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) AND STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING AND STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka recognizes the importance of certain industrial uses located in the city; and

WHEREAS, the I-4 zoning district is currently the most intense zoning district in the City of Opa-Locka; and

WHEREAS, the I-4 zoning district, permits various automotive junkyards, used vehicle parts storage and sales and scrap metal facility operation type uses, but does not include various related uses which are less intense uses needed to support the permitted uses; and

WHEREAS, the City of Opa-Locka recognizes that certain less intense industrial uses should be permitted in the I-4 zoning district in order to support existing and future uses in the City; and.

WHEREAS, the City is expanding the permitted uses of the I-4 zoning district with the approval of a site plan, said additional uses shall include non-salvage, non-junkyard and non-scrap metal facility uses as follows:

1. Construction Trades & Equipment/ Vehicle Storage;
2. Vehicle Recovery (Repossession) and Storage;
3. Tow Truck and Tow Vehicle Storage;
4. Shipping Container Storage Yard (For Lease/Sale)
5. Utility Vehicles, Equipment Parking & Storage

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

SECTION 1. Recitals. The above recitals are true and correct and are incorporated into this Ordinance by reference.

SECTION 2. Approval/Denial of Amendment Request. The City Commission of the City of Opa-Locka hereby approves / denies the adoption of an amendment to the City of Opa-Locka Land Development Regulations to permit additional uses with site plan review, said additional uses shall include non-salvage, non-junkyard and non-scrap metal facility uses as follows:

1. Construction Trades & Equipment/Vehicle Storage;
2. Vehicle Recovery (Repossession) and Storage;
3. Tow Truck and Tow Vehicle Storage;
4. Shipping Container Storage Yard (For Lease/Sale)
5. Utility Vehicles, Equipment Parking & Storage

as a permitted use in the I-4 zoning district in accordance with the attached Exhibit A.

SECTION 3. CONFLICT & REPEALER.

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

SECTION 4. SEVERABILITY.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. INCLUSION IN CODE.

It is the intention of the City Commission of the City of Opa- Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa- Locka and that the sections of this Ordinance may be renumbered or re -lettered and the word " Ordinance" may be changed to Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 6. SCRIVENER'S ERRORS

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

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa- Locka on second reading.

PASSED FIRST READING this ____ day of _____, 2025.

PASSED SECOND READING this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____

EXHIBIT A

Sec, 22-81. Permitted Uses Table – Industrial Districts

Use	I-1	I-2	I-3	I-4
Adult businesses		SE	P	
Automobile or auto parts junkyards				P
Auto broker as per Ordinance 11-05	P	P	P	
Auto service station (filling station for service vehicles for a licensed business, not visible from street)	P	P	P	
Automotive wrecking yards				P
Awnings, canopies, carports, roof overhangs, balconies, architectural structures	A	A	A	
B-1 first uses	P (adjacent to residential)			
B-3 first uses	P	P	P	
Biomedical Research	P	P	P	

Cement and clay products		SE		P
Commercialrecyclable material storage area	A	A	A	
Construction trades	P	P	P	P-Site Plan Review
Construction trailer - temporary	A	A	A	
Crematory/Embalmin	P	P	P	
Donation bins	A	A	A	
Dry cleaning plant		P	P	
Eco-friendly accessory structures and features (i.e. solar panels, wind	A	A	A	
Enclosed recreation area - common	A	A	A	
Farmers' Market	P			
Fleet operations		P	P	
Gatehouse, guardhouse	A	A	A	
Generators,	A	A	A	
Gun shops	SE (sales only)		SE	
I-1 first uses	P	P	P	
I-2 first uses		P		
I-3 first uses			P	
Industrial kitchen	P		P	
Industrial, light	P	P	P	
Industrial		P		
Industrial and office flex space	P		P	
Live/work spaces	SE			

Maintenance building, common	A	A	A	
Manufacturing		P		
Manufacturing, light	P	P	P	
Microbrewery (must comply with federal, State and County regulations)	SE	P	P	
Motion picture studios	P	P	P	
Nightclub			P	
Outdoor storage		P		
Passenger terminals	P	P	P	
Petroleum storage tank not exceeding 30,000 gallons		P		
Public utility structures	P	P	P	P
Recording and TV/Radio/Film	P		P	
Recycling center inside a wholly enclosed building		P		
Outside Recycling Center				P
Religious Facilities	SE		SE	
Retail(of products manufactured in District, not to exceed 20% of the floor area)	P	P	P	
Rock and sand yards		P		P
Saw mills		P		P
Scrap metal yards				P
Shipping Container Storage Yard (Lease/Sale)				P-SP Rev.
Shipping Container	SE	SE	SE	SE

Architecture Retail and/or Office (stacking no more				
Storage and wholesaling facility	P	P	P	
Storage of attached or unattached used auto parts and tires				P
Storage, warehouse	P	P	P	
Tractor Trailer Truck and/or Major Vehicle (10,000 lbs. or greater) Parking		P	P	<u>P</u>
Tow Truck & Tow Vehicle Storage				P- Site Plan Review
Used vehicle parts sales, other than automobile or auto parts junkyards		P		
Utility Vehicles, & Equipment Parking & Storage				P- Site Plan Review
Utility sheds, storage buildings, fallout shelters	A	A	A	A
Vehicle sales in an enclosed area	P	P	P	
Vehicle service/major	P	P	P	
Wireless antenna support structures, amateur radio antennas	A	A	A	A



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

Department Director:	Gregory D. Gay		Department Director Signature:				
Interim City Manager:	Shamecca Lawson		CM Signature:				
Commission Meeting Date:	01.08.2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
				X			
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
				X		X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Interim City Manager		Department: Planning & Community Development	City Manager			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) & STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING & STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City of Opa-Locka recognizes the importance of certain industrial uses located in the city. The I-4 zoning district is currently the most intense zoning district in the City of Opa-Locka. The I-4 zoning district, permits various automotive junkyards, used vehicle parts storage and sales and scrap metal facility operation type uses, but does not include various related, less intense uses needed to support the permitted uses. The City of Opa-Locka recognizes that certain less intense

industrial uses should be permitted in the I-4 zoning district in order to support existing and future uses in the City.

The City is expanding the permitted uses of the I-4 zoning district to include additional non-salvage, non-junkyard and non-scrap metal facility uses as follows after site plan review:

1. Construction Trades & Equipment/Vehicle Storage;
2. Vehicle Recovery (Repossession) and Storage;
3. Tow Truck and Tow Vehicle Storage.
4. Shipping Container Storage Yard (For Lease/Sale)
5. Utility Vehicles, Equipment Parking & Storage

This amendment was presented to the Planning & Zoning Appeals Board who after review, recommended approval by a 4-0 Vote.

Financial Impact: Approval of this legislation poses no negative financial impact. Additionally, the City may generate increased revenue through business-related fees and permitting licenses.

Proposed Action:

PCD Staff recommends approval of this legislation.

Attachment:

Draft Ordinance
Zoning Matrix Industrial District
PZAB Meeting Minutes 11-19-24

DEVELOPMENT CITY
OF OPA-LOCKA'S
ZONING MATRIX &
DEVELOPMENT
STANDARDS

I-1 LIGHT INDUSTRIAL

I-2 INDUSTRIAL PLANNED

I-3 LIBERAL INDUSTRIAL

I-4 HEAVY INDUSTRIAL AND SALVAGE

**Article IV. Districts,
Permitted Uses and
Development Standards**

Vehicle service/minor			P	P
Vending machines, video arcade games	A	A	A	A
Veterinary clinic		SE	P	P
Watchman, manager or caretakers quarters – permanent, temporary	A	A	A	A
Wireless antenna support structures, amateur radio antennas	A	A	A	A

Sec, 22-81. Permitted Uses Table – Industrial Districts

<u>Use</u>	<u>I-1</u>	<u>I-2</u>	<u>I-3</u>	<u>I-4</u>
Adult businesses		SE	P	
Automobile or auto parts junkyards				P
Auto broker as per Ordinance 11-05	P	P	P	
Auto service station (filling station for service vehicles for a licensed business, not visible from street)	P	P	P	
Automotive wrecking yards				P
Awnings, canopies, carports, roof overhangs, balconies, architectural structures	A	A	A	
B-1 first uses	P (adjacent to			

**Article IV. Districts,
Permitted Uses and
Development Standards**

	residential)			
B-3 first uses	P	P	P	
Biomedical Research	P	P	P	
Cement and clay products		SE		P
Commercial recyclable material storage area	A	A	A	
Construction trades	P	P	P	
Construction trailer - temporary	A	A	A	
Crematory/Embalming	P	P	P	
Donation bins	A	A	A	
Dry cleaning plant		P	P	
Eco-friendly accessory structures and features (i.e. solar panels, wind turbines),	A	A	A	
Enclosed recreation area - common	A	A	A	
Farmers' Market	P			
Fleet operations		P	P	
Gatehouse, guardhouse	A	A	A	
Generators, permanent	A	A	A	
Gun shops	SE (sales only)		SE	
I-1 first uses	P	P	P	
I-2 first uses		P		
I-3 first uses			P	
Industrial kitchen	P		P	
Industrial, light	P	P	P	
Industrial		P		

**Article IV. Districts,
Permitted Uses and
Development Standards**

Industrial and office flex space	P		P	
Live/work spaces	SE			
Maintenance building, common	A	A	A	
Manufacturing		P		
Manufacturing, light	P	P	P	
Microbrewery (must comply with federal, State and County regulations)	SE	P	P	
Motion picture studios	P	P	P	
Nightclub			P	
Outdoor storage		P		
Passenger terminals	P	P	P	
Petroleum storage tank not exceeding 30,000 gallons		P		
Public utility structures	P	P	P	P
Recording and TV/Radio/Film	P		P	
Recycling center inside a wholly enclosed building		P		
Outside Recycling Center				P
Religious Facilities	SE		SE	
Retail(of products manufactured in District, not to exceed 20% of the floor area)	P	P	P	
Rock and sand yards		P		P

**Article IV. Districts,
Permitted Uses and
Development Standards**

Saw mills		P		P
Scrap metal yards				P
Shipping Container Architecture Retail and/or Office (stacking no more than three)	SE	SE	SE	SE
Storage and wholesaling facility	P	P	P	
Storage of attached or unattached used auto parts and tires				P
Storage, warehouse	P	P	P	
Tractor Trailer Truck and/or Major Vehicle (10,000 lbs. or greater) Parking		P	P	P- After SP Review
Used vehicle parts sales, other than automobile or auto parts junkyards		P		
Utility sheds, storage buildings, fallout shelters	A	A	A	A
Vehicle sales in an enclosed area	P	P	P	
Vehicle service/major	P	P	P	
Wireless antenna support structures, amateur radio antennas	A	A	A	A

**Article IV. Districts,
Permitted Uses and
Development Standards**

Sec. 22-92. I-1 Light Industrial District

The Light Industrial District provides for intensive commercial developments, light industrial, and industrial and office flex space at appropriate locations.

Table of Standards

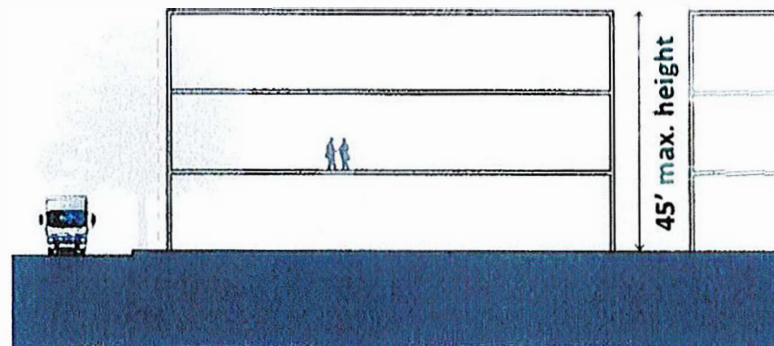
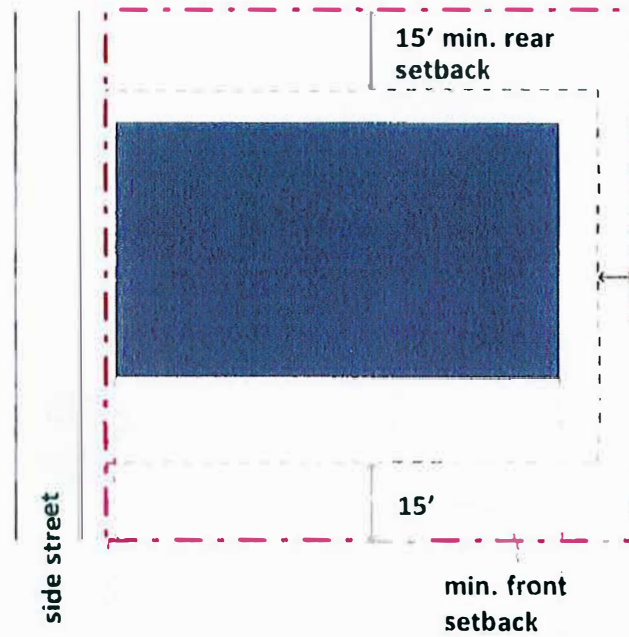
<u>Standard</u>	<u>I-1</u>
Intensity	3.0 Floor Area Ratio
Minimum Site Area	10,000 s.f. For new industrial office flex space, a minimum project size of two acres.
Setbacks	Front – 15 feet Side with a public alley - 7 feet Side – 0 feet Rear – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer.
Maximum Height	3 stories or 45 feet, whichever is less
Bonus Provisions	Projects which achieve a minimum LEED Silver or other equivalent third party certification are eligible for up to a 10% increase in floor area; projects which achieve a minimum LEED Gold or other equivalent third party certification are eligible for up to a 15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area.

I-1



1 per 400 sq ft
of Office

I-1 Light Industrial District



'-50

**Article IV. Districts,
Permitted Uses and
Development Standards**

Sec. 22-95. I-2 Industrial Planned District

The Industrial Planned District is intended to provide for light industrial uses in a well-planned area.

Table of Standards

<u>Standard</u>	<u>I-2</u>
Intensity	1.0 Floor Area Ratio
Minimum Site Area	A minimum project size of two acres, which can be subdivided and sold/leased in lot sizes not less than 20,000 s.f.
Setbacks	Front and rear - 25 feet Side, street – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer
Maximum Height	3 stories or 45 feet, whichever is less
Maximum Impervious Area	75 percent
Bonus Provisions	Projects which achieve a minimum LEED Silver or other equivalent third party certification are eligible for up to a 10% increase in floor area; projects which achieve a minimum LEED Gold or other equivalent third party certification are eligible for up to a 15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area. An additional 3% of impervious area coverage may be permitted for excellence in building design and landscaping beyond what is permitted in the Land Development Regulations. Excellence is measured by the applicant's quantitative and qualitative use of landscape and design elements such as

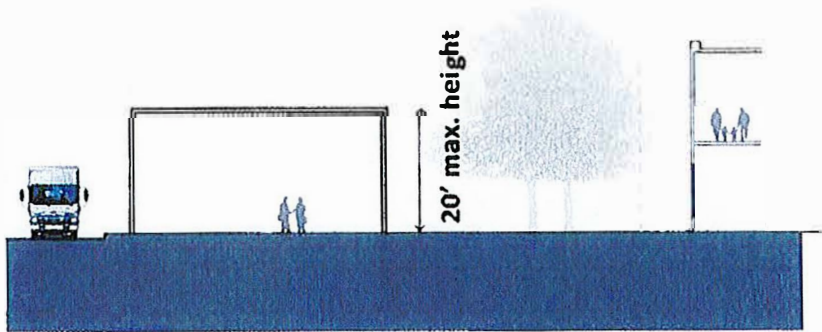
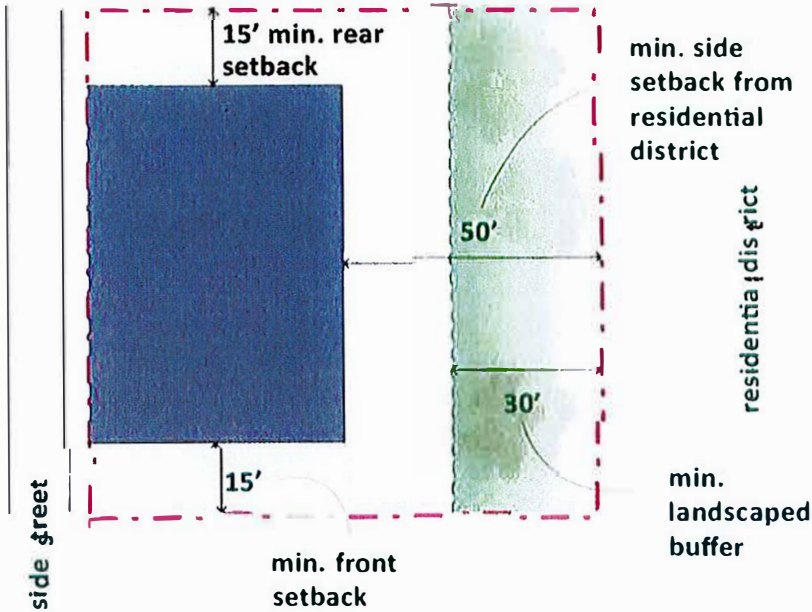
***Article IV. Districts,
Permitted Uses and
Development Standards***

	vegetation, berms, graphic identification features, grounds, artwork, site illumination and sidewalks.
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1.0
Per 2,500 sq ft
Parking Spaces
Required +

1 per 400 sq ft
of Office

I-2 INDUSTRIAL PLANNED DISTRICT



Sec. 22-93. I-3 Liberal Industrial District

The Liberal Industrial District provides for more intensive industrial operations at appropriate locations.

A. Prohibited uses

1. Animal slaughterhouse or abbatoir
2. Arsenal
3. Asphalt manufacturing or refining
4. Asphalt paving plant
5. Asphalt storage, liquid or solid
6. Corrosive acid manufacture
7. Bag cleaning
8. Bone distillation
9. Blast furnace
10. Boiler works
11. Bulk storage of petroleum and petroleum products
12. Butane and propane manufacture and storage
13. Canning or compressing
14. Cement, lime, gypsum or Plaster of Paris manufacture or grinding
15. Concrete batching or transit mix plant
16. Cotton baling or compressing
17. Cotton gin or cotton oil mill
18. Creosote manufacture or treatment
19. Coke oven
20. Distillation of coal tar, petroleum, refuse, grain or wood
21. Drilling, production or refining of petroleum or inflammable liquids
22. Drop forge plant
23. Electric power plant
24. Enameling plant
25. Extraction of animal or fish fats and oils
26. Fat rendering

***Article IV. Districts,
Permitted Uses and
Development Standards***

27. Fertilizer manufacture, except cold compounding of non-odorous materials
28. Flour mill
29. Food grinding or processing
30. Foundry
31. Galvanizing plant
32. Gas holder
33. Gunpowder, fireworks or other explosives, manufacture or storage except as incidental to a permitted use
34. Garbage, offal, dead animal refuse, rancid fats, incineration, reduction or storage
35. Glue or gelatin manufacture, where the processes used include the refining or recovery of products from fish, animal refuse or offal
36. Grain elevator and storage
37. Grain mill
38. Hair factory
39. House wrecking yards, used building material yards
40. Livestock auction sales
41. Metal stamping and pressing
42. Oil compounding or barreling
43. Oil reclamation plant
44. Oil well equipment, storage, supplies
45. Paper and pulp mills
46. Paving plant
47. Potash works
48. Pyroxlin and pyroxlin product manufacture
49. Quarry or stone mill
50. Railroad roundhouse
51. Radium extraction
52. Rubber manufacture from raw materials
53. Salvage store and yard
54. Sandblasting

**Article IV. Districts,
Permitted Uses and
Development Standards**

- 55. Septic tank service
- 56. Sewage disposal plants
- 57. Shipbuilding or shipyard
- 58. Slag crushing or dump
- 59. Stone cutting, monument works
- 60. Storage of poisonous gases and insecticides
- 61. Smelting or refining of metals or ores
- 62. Steel manufacture
- 63. Stockyards or feeding pens
- 64. Sugar refining
- 65. Tire or rubber products manufacture
- 66. Vegetable oil manufacture, refining, storage
- 67. Wool pulling or scouring
- 68. Yeast plant

Table of Standards

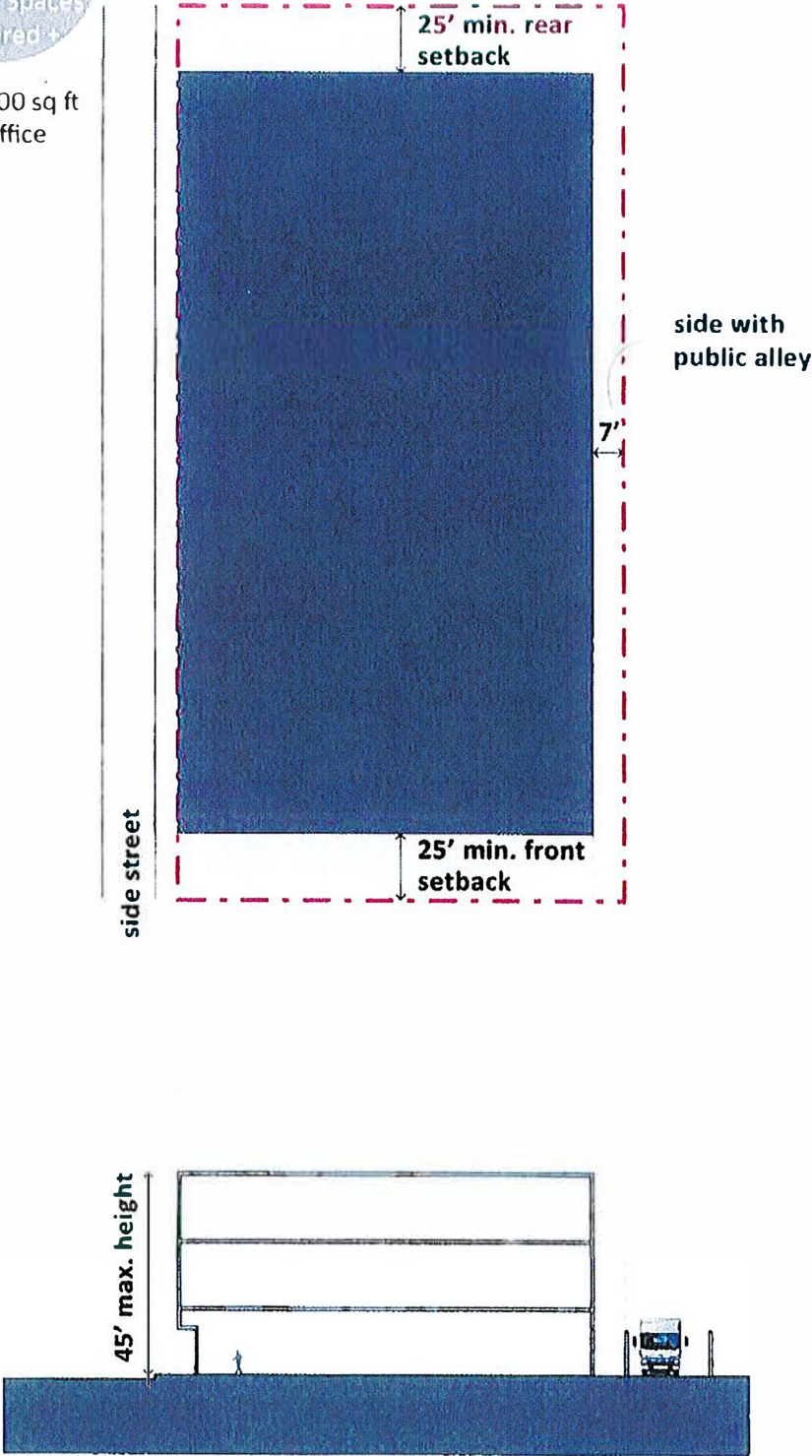
<u>Standard</u>	<u>I-3</u>
Intensity	3.0 Floor Area Ratio
Minimum Site Area	10,000 s.f.
Setbacks	Front – 15 feet Side with a public alley - 7 feet Side – 0 feet Rear – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer
Maximum Height	3 stories or 45 feet, whichever is less
Bonus Provisions	Projects which achieve a minimum LEED Silver or other equivalent third party certification are eligible for up to a 10% increase in floor area; projects which achieve a minimum LEED Gold or other equivalent third party certification are eligible for up to a

***Article IV. Districts,
Permitted Uses and
Development Standards***

	15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area.
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I-3 Industrial Planned District

1.0
Per 2,500 sq ft
Parking Spaces
Required +
1 per 400 sq ft
of Office



**Article IV. Districts,
Permitted Uses and
Development Standards**

Sec. 22-94. I-4 Liberal Industrial District, Storage and Salvage

This Industrial District provides for the below stated uses at appropriate locations.

1. Table of Standards

<u>Standard</u>	<u>I-4</u>
Intensity	.75 Floor Area Ratio
Minimum Site Area	One acre
Setbacks	Front – 15 feet Side with a public alley - 7 feet Side – 0 feet Rear – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer
Maximum Height	1 story or 20 feet, whichever is less The maximum stacked height of automobiles or automobile parts shall not exceed fifteen (15) feet, and must be enclosed by a wall which is at least as high as the stacked automobiles; in no event shall automobiles or automobile parts, as stored, piled or placed, exceed the requirements herein. All material, supplies, automobiles, automobile parts, or other items shall be secured behind a wall and shall not be visible from off the property when viewed three hundred (300) feet horizontally from all directions.

DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
NOVEMBER 19, 2024, 5:30 P.M.

CALL TO ORDER

Chair Elio Guerrero called the Planning and Zoning Board meeting to order at 5:44 p.m. on November 19, 2024.

An opportunity was given to the public to email the Planning and Zoning Clerk prior to the Board meeting with any questions, comments, or concerns on items to be heard on the Agenda.

1. ROLL CALL:

The following members of the Planning and Zoning Board were present: Chair Elio Guerrero, Board Member Audrey Dominguez, Board Member Aldo Mata, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Board Member Germane Barnes, Board Member Dawn Mangham, and Board Member Nikisha Williams.

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, City Attorney Pam Booker, Economic Development Manager Solomon Bankole, and Planning and Zoning Board Clerk Diana Cheng.

2. INVOCATION:

Chair Guerrero gave the Invocation.

3. PLEDGE OF ALLEGIANCE:

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES:

- **Approval of Minutes PZAB – 09/03/2024**

Motion made by Board Member Dominguez, and seconded by Board Member Mata, to approve the minutes for the Planning meeting on September third. In a roll call vote, the **motion** passed unanimously (4-0).

5. PUBLIC HEARING:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA PROVIDING APPROVAL OF THE SPECIAL EXCEPTION REQUEST FOR THE OPERATION OF A PLACE OF RELIGIOUS WORSHIP AT 3400 NW 135TH STREET, BUILDING B AND IDENTIFIED BY FOLIO 08-2128-003-0340 IN THE B-O ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Planning and Community Development Director Gregory Gay explained that this Application requests establishment of a place of religious worship, which requires special exception approval. The special exception process determines what conditions may apply to a particular location, whether or not there is adequate parking, and other requirements. The location in this case is a commercially zoned area.

Zoning Official Gerald Lee showed a PowerPoint presentation on the Application. The subject property is approximately 71,874 sq. ft. in size. The Applicant plans to use only Building B of the subject parcel. The zoning district is B-O, which includes office use. Zoning Code permits places of worship within the B-O district.

The City's land development regulations require special exception review to approve places of worship within the B-O zoning district. Special exception review requires that the following criteria be examined:

- The use must be in compliance with the City's Comprehensive Plan
- The use must be consistent with the character and purpose of the zoning district
- The size, shape, and character of the property are suited for the proposed use
- There must be compatibility with the existing uses near the property
- The use should not adversely affect the development of the general neighborhood or the district
- The use will not generate vehicular traffic or create vehicular circulation, ingress or egress problems, or parking demand that have an unfavorable impact on surrounding properties when compared to the uses permitted by right in the same district
- The use must not present the potential for fire and/or other hazards of equal or greater danger in the district
- The proposed development will not create unfavorable environmental impacts or surrounding uses, such as noise, smoke, glare, water pollution, or other impacts
- The use must be consistent with existing and planned pedestrian and vehicular circulation adjacent to and near the property
- The site must be adequately served by essential public services, such as water, sewer, drainage, and other requirements, and may not place an undue burden on infrastructure

- The use may not adversely affect any site or feature of historic, cultural, natural, or scenic importance
- The use may not be contrary to the public health, safety, and welfare, provided that a denial based exclusively on this language shall include explicit findings regarding the way in which granting the special exception would be contrary to the public health, safety, and welfare

Zoning Official Lee continued that the subject property includes buildings designated Building A and Building B. Building A is a school, while church operations would be located in Building B. The north end of the building would include the sanctuary, with office and administrative operations housed in the south part of that building.

With regard to compatibility, the subject B-O zoning district is surrounded by adjacent properties also zoned B-O on the same side of the street. There are also commercial properties zoned B-1 across the street to the north. Industrial uses are located to the west of the site; however, the site is insulated from these by commercial and residential uses. The surrounding land uses include Civic, Residential, and Commercial.

All the criteria listed above are met by the proposed use. It is Staff's conclusion that the Application does not contradict, create difficulty, or bring incompatible use to the area. Staff recommends approval of the Application.

Chair Guerrero asked if parking on the site is shared with the school building. Zoning Official Lee confirmed that while parking is shared, most of the church's operations will take place after the school's hours of operation, on Sundays, afternoons, and evenings rather than during school hours. The administrative facilities in Building B, which constitute a very small use, may operate Monday through Friday; however, the subject site has 50 parking spaces available exclusively for church use during the day, and on weekends the church may use the entire property.

A question was asked regarding the number of members who attend the church. Zoning Official Lee replied that he did not know the exact number of church members, but reiterated that there are more than 100 parking spaces available when the school is not open.

At this time Chair Guerrero opened the public hearing, which he closed upon receiving no input.

Motion made by Board Member Mata, seconded by Board Member Hibbert Smith, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE REGULATION OF EXISTING OUTDOOR OFF-PREMISE ADVERTISING DISPLAYS/BILLBOARDS

(“BILLBOARDS”) LOCATED WITHIN THE CITY OF OPA-LOCKA; PROVIDING REQUIREMENTS FOR CONVERTING EXISTING, LEGALLY NONCONFORMING BILLBOARDS LOCATED WITHIN THE HIGH TRAFFIC AREAS INTO DIGITAL BILLBOARDS; PROVIDING CRITERIA FOR DISTANCE SEPARATION; PROVIDING VOLUNTARY FUNDING REQUIREMENTS AND PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Director Gay advised that this Item was deferred to a later date.

- 3. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE 1, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR “LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS” IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay explained that this Application would allow businesses to use shipping containers for storage or office activities. Some businesses need to expand their operations beyond their existing footprints, and the use of shipping and/or metal containers allows them to do so in a timely and creative manner on a temporary basis.

Director Gay continued that while this particular use has been undertaken mostly on construction sites to provide on-site office operations, other businesses that need additional storage, possibly on a temporary basis, have the option of using these structures.

Zoning Official Lee stated that the proposed Ordinance would allow shipping containers to be repurposed in order to manage operations on an already-established site based on Florida Building Code. It will still be necessary to pull permits for the inclusion of these containers.

Zoning Official Lee continued this amendment would allow City residents and businesses may take advantage of a use that is already in Florida Building Code. Shipping containers are already repurposed and converted to uses allowed under Florida Building Code for residential and commercial use. Opa-locka already allows the use of these containers in industrial districts.

Zoning Official Lee stated that the primary advantages of using shipping containers include their ready availability as well as their multiple sizes. The containers are typically used in industrial districts for safety and security. They are easily moved from one part of a property to another and can also allow for greater speed when connected to an existing foundation, and the interior can be retrofitted more quickly than would be possible in building from the ground up. Manufactured containers are also stackable and can be used to create multiple levels.

Florida Building Code already allows for the use of metal containers in construction. The proposed Ordinance would support this permission and allow for the use of containers in additional districts.

Containers are also used for temporary purposes, such as construction or trade shows. The City hopes to go a step further by allowing these structures to be used on a permanent basis as a part of new development, where they will provide for a sturdier, more mobile, more easily configured, and faster-built space when adhering to the requirements of Florida Building Code.

Zoning Official Lee showed an example of the proposed use, pointing out that while a structure using containers may look rough from the outside, they provide safety, viability, and speed that can provide a significant return on investment. Other cities have allowed this type of use for some time. Staff recommends adding this Ordinance to the City's available options for building homes and/or commercial properties.

Chair Guerrero asked if the use of containers would also be accepted in residential areas as new development. Zoning Official Lee explained that the Ordinance would allow developers to incorporate containers into their properties as permitted by Florida Building Code. He emphasized that a developer may need to retrofit the inside of the container(s) in order to follow this Code.

Chair Guerrero asked if containers would be suitable additions to existing developments. Zoning Official Lee emphasized that this would be permitted as long as the use of the container follows Florida Building Code.

Director Gay noted that the photographic examples in the presentation show that containers are used in development. Some developments in South Florida include container construction that is modified by stucco and finishing, which make it more difficult to identify that containers are being used. Other applications at which containers are used may include "pop-up" events, stages, stores, parks, and others.

At this time Chair Guerrero opened the public hearing.

Arianna Jorge, business owner, provided photos of the prefabricated container used by her business. The structure is fully compliant with Miami-Dade County Code and is used for office purposes only. There is no plumbing, although the container has electricity and air-conditioning. She explained that this was a convenient solution for her business, as it grew very quickly and required expansion into office space.

Ms. Jorge continued that the container is pre-built and resembles an ordinary building on both the inside and outside. She is in the process of seeking a permit for the building, which would be the first office use of a shipping container in Opa-locka.

Motion made, and duly seconded, to approve the new coding in the City. In a roll call vote, the **motion** passed unanimously (4-0).

4. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101, FOR THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT TO INCREASE BUILDING HEIGHTS TO TEN STORIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Director Gay stated that this Ordinance would address the recently approved Historic Downtown Opa-locka District, which is a “stand-alone” zoning district focusing specifically on the Downtown area. When this district was created, the City took a conservative stance with regard to building heights, which are currently limited to seven stories. Over time, however, developers have approached the City to express interest in constructing taller buildings in the Downtown area. The City would like to consider this as a potential opportunity for development.

Staff has reached out to Miami-Dade Aviation, which provided a graphic of the takeoff and landing configurations in relation to the City. No runways extend directly toward Downtown, but instead move north or south of Downtown at angles. At the edges of the Airport property, the heights allowed are greater than the seven stories permitted within the Historic Downtown Opa-locka District.

Zoning Official Lee advised that Staff has entertained input from several different developers who wanted to build within Opa-locka. While the City offers density at up to 150 units per acre, it would be difficult to build this many units with a height limit of seven stories. He noted that zoning Code for the City’s mixed-use corridor allows up to eight stories, although this corridor does not cover the entire Downtown area.

The Historic Downtown Opa-locka District (HDOD) is a separate zoning district that is not considered commercial or industrial. Increasing the heights permitted within this

district would allow more mixed-use development which would make the area a destination and attract more people and services.

The intent behind creating the HDOD was to provide consistent zoning regulations while redefining the Downtown area as the City's center. This would allow for revitalization of underused areas and improvement of that segment of the City.

Zoning Official Lee continued that most developers indicated they wanted more height in order to attract good retail as well as a strong return on their investment in residential units. The requested increase in height would make the density more attainable and allow the developers to accommodate the cost of bringing in bottom-floor retail.

With respect to the Airport, Zoning Official Lee noted that for many years, proximity to that facility limited the heights to which a developer could build. When Staff reached out to Airport officials to discuss these heights, they determined that greater heights could be accommodated. Staff recommends approval of the Application.

Chair Guerrero requested clarification that the density parameters of the HDOD will not change: the only change would be to the height requirements, which would allow developers to more easily build to that density. Zoning Official Lee reiterated that the current limit of seven stories would not allow developers to build up to 110 or 120 units per acre rather than the permitted density. He estimated that most of the requested heights would be approximately 10 stories or 120 ft.

Director Gay advised that the height limitation provided to Staff through Federal Aviation Administration (FAA) was up to 125 ft. The permitted height may vary depending upon the type of building a developer is seeking to build. Strictly residential development may include a nine- to ten-foot floor plate; however, mixed-use development is proposed for the area, which may require a larger floor plate for the first two floors. If a parking garage is included, the floor heights may be lower for that area. He concluded that the number of stories would depend upon each project's design.

Director Gay further clarified that permission to build to a height of up to 120 ft. was provided on maps that show distance, direction, and angles from the Airport. Zoning Official Lee added that while height opportunities are being increased, the FAA will review all development plans to ensure that they meet the appropriate criteria based on that agency's regulations.

City Attorney Pam Booker noted that the Ordinance includes a typographical error in the eighth "Whereas" clause: the language in that clause should refer to 10 stories rather than 12.

Motion made by Board Member Mata, seconded by Board Member Hibbert Smith, to approve with the change in the “Whereas” clause to make it consistent with the title that it is 10 stories, not 12. In a roll call vote, the **motion** passed unanimously (4-0).

5. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) & STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING & STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Director Gay explained that this Ordinance also provides an opportunity for the City to expand on uses in its industrial areas. The I-4 zoning district is typically associated with junkyards, scrap metal operations, and other challenging uses.

Because many other municipalities have eliminated these uses from their zoning Codes over time, Opa-locka is often seen as providing an opportunity for those uses. The Ordinance is an attempt to make I-4 zoning more flexible. Director Gay pointed out that most junkyard or scrap metal operations do not expand; however, there are other heavy industrial uses that could be developed in the City, including logistics and vehicle storage. These uses would be added to the I-4 zoning district.

Director Gay pointed out that uses such as logistics and vehicle storage are cleaner than junkyard or scrap metal operations, with a lesser overall impact on the City’s infrastructure. The intent is to make the I-4 zoning district more integrative by adding these uses.

Zoning Official Lee recalled that for many years, certain areas of the City were home to only junkyards, salvage operations, scrap metal facilities, compacting/shredding of vehicles, and similar uses. The Miami-Dade Department of Environmental Resources Management (DERM) is currently attempting to ensure that uses comply with local, state, and federal Codes, some of which cannot be easily met by the businesses that have traditionally operated in those areas over the last 20 years.

Zoning Official Lee continued that it is in the City’s best interest to expand the uses allowed within those areas, encouraging uses that are cleaner, that can comply with DERM requirements, and do not contaminate soil, water, or air. With this in mind, Staff examined additional uses that need a significant amount of property on which to operate. The proposed Ordinance would amend the Zoning Code to allow these uses, which include construction trades as well as equipment and vehicle storage.

Zoning Official Lee further clarified that vehicle recovery or repossession would allow vehicles to be kept on a site until the vehicle is paid for by some entity. Shipping container storage would mean containers are stacked to a certain level on the property before they are sold or leased to others. Utility vehicles and equipment include Florida Power and Light (FPL) and other utility providers' equipment. These uses would all offer low contamination to the air, water, or soil.

Staff recommends approval of the amendments to provide better use of the I-4 zoning district and attract more businesses to Opa-locka.

Chair Guerrero asked if current uses involving storage of vehicles and equipment would become nonconforming uses under the amendments. Zoning Official Lee explained that there would be no changes to the zoning districts in which these uses are already permitted: the City would instead expand where those uses may be located.

Chair Guerrero asked if an owner seeking to change the use of an area that currently includes uses that may result in contamination would need to mitigate the effects of that contamination. Zoning Official Lee confirmed this, pointing out that these facilities are already required to do so. DERM inspects these facilities annually in order to renew those uses' licenses; if they do not meet DERM's requirements, they would not receive approval to continue their operation, and the City is prohibited from issuing a business license for those uses until requirements have been met.

Board Member Hibbert Smith asked how many businesses such as those described by the Ordinance are already located in the Cairo Lane or Alexandra Drive areas. Zoning Official Lee clarified that while no such uses are currently licensed to be in those areas, the City has received inquiries from users such as equipment storage, vehicle recovery, and construction trades.

Director Gay also pointed out that sufficient acreage is a necessity for these types of uses. Many other municipalities do not have large areas with contiguous acreage, although Opa-locka does.

Chair Guerrero requested clarification of the current zoning category for these uses. It was clarified that this may be I-2 or I-3. Director Gay added that some businesses may be operating in locations where zoning has changed over time, which means they may have become legal nonconforming uses.

Zoning Official Lee called the Board members' attention to a slide showing the entire I-4 zoning district, stating that the intent is to allow new uses on a market-driven basis.

At this time Chair Guerrero opened the public hearing, which he closed upon receiving no input.

Motion made by Board Member Hibbert Smith, seconded by Board Member Mata, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

6. ADJOURNMENT:

Director Gay advised that no Planning and Zoning Board meeting is anticipated for the month of December 2024 at this time. Staff will prepare a year-in-review document in 2025 to show the Board's impact on development in Opa-locka in 2024.

The meeting was adjourned at 6:50 p.m.

ORDINANCE NO. 2025-XX-XXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is incumbent upon the City to ensure that properties are constructed and maintained in accordance with the City's Code of Ordinance, the City's Zoning Regulations and other City Codes, including but not limited to Building Code and life safety requirements; and

WHEREAS, pursuant to the 7th Edition (2020) of the Florida Building Code, Building Volume permits the use of intermodal shipping containers as commercial and residential buildings; and

WHEREAS, the Florida Building Code permits the use of Intermodal Shipping Containers (ISO) Repurposed as Buildings and Building Components; and

WHEREAS, the City desires to amend the Permitted Use Tables found in Sections 22-79, Permitted Use-Residential; 22-80, Permitted Use - Commercial; 22-81, Permitted Use-Industrial and 22-82, Permitted Use-Mixed Use & Civic District to allow the use of intermodal shipping containers as commercial and residential buildings as a permitted use in the City; and

WHEREAS, City Staff has been informed that new and used containers are being repurposed at an increasing rate and that they are being repurposed and converted into Florida Building Code, Residential and Florida Building Code, Building occupancy uses, such as office uses and as a building material, the applications are diverse as is the extent to which the container is used as a structural building element; and

WHEREAS, the primary benefits of using containers are availability, safety and security, strength and durability, mobility, speed of construction and containers were manufactured to be stackable; and

WHEREAS, Miami-Dade County and other local municipalities have adopted regulations to be able to utilize containers as prescribed by the Florida Building Code and the purpose of this Ordinance to permit use of containers in residential, commercial, industrial and civic zoning districts in accordance with the requirements of Miami-Dade County Code and Florida Building Code.

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

SECTION 1. ADOPTION OF REPRESENTATIONS.

The foregoing Whereas Clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby amends Article I, Chapter 7 Section 7-1 of the Code of Ordinances to allow the use of intermodal shipping containers as permitted uses in Section 22-79, entitled Permitted Use Table -Residential; Section 22-80, entitled Permitted Use Table - Commercial; Section 22-81, entitled Permitted Use Table - Industrial and SECTION 22-82, entitled Permitted Use Table - Mixed Use & Civic District, of the Land Development Regulations.

The City Commission of the City of Opa-locka hereby amends the City's Code of Ordinances, ARTICLE I, CHAPTER 7, SECTION 7-1, entitled "**LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS**" to state:

Sec. 7-1. - Florida Building Code applicable.

Pursuant to F.S. § 553.73, and the provisions of the Miami-Dade County Municipal Code, Chapter 8, the Florida Building Code, as amended from time to time, is hereby adopted as the building code of the city. The Florida Building Code includes the following four (4) volumes: Building, plumbing, mechanical, and fuel gas, and all appendices thereto, with the National Electrical Code adopted by reference. The Florida Building Code addresses container use as building structures for Residential, Commercial, Industrial and Mixed-Uses which was adopted by Miami-Dade County in Code of Ordinance Section 33-32. In the City of Opa-locka, this is applicable in Residential, Commercial, Industrial, Civic and Mixed-Use Zoning Districts.

SECTION 3. CONFLICT & REPEALER.

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

SECTION 4. SEVERABILITY.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. INCLUSION IN CODE.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa- Locka and that the sections of this Ordinance may be renumbered or re -lettered and the word " Ordinance" may be changed to Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 6. SCRIVENER' ERRORS

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

SECTION 8. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa- Locka on second reading.

PASSED FIRST READING this ____ day of _____ 2025.

PASSED SECOND READING this ____ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice-Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:				
Interim City Manager:	Shamecca Lawson		ICM Signature:				
Commission Meeting Date:	January 8, 2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
				X			
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
		X		X		X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Interim City Manager		Department: Planning & Community Development	City Manager			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

It is incumbent upon the city to ensure that properties are constructed and maintained in accordance with the City's Code of Ordinance, the City's Zoning regulations and other City Codes, including but not limited to the Florida Building Code and life safety requirements. It has been brought to the City's

attention that, under the 7th Edition (2020) Florida Building Code, Building Volume permits the use of intermodal shipping containers as commercial and residential buildings. It has also been brought to the City's attention that, the Florida Building Code permits the use of ISO Intermodal Shipping Containers Repurposed as Buildings and Building Components. City Staff has been informed that new and used containers are being repurposed at an increasing rate and that they are being repurposed and converted into Florida Building Code, Residential and Florida Building Code, Building occupancy uses, such as office uses and as a building material, the applications are diverse as is the extent to which the container is used as a structural building element.

The primary benefits of using containers are availability, safety, security, strength and durability, mobility, speed of construction and containers were manufactured to be stackable. Miami-Dade County and other local municipalities have adopted regulations to be able to utilize containers as prescribed by the Florida Building Code and the purpose of this Ordinance to permit use of containers in residential, commercial, industrial and civic zoning districts in accordance with the requirements of Miami-Dade County Code and the Florida Building Code.

This amendment was presented to the Planning & Zoning Appeals Board on November 19, 2024 to consider this request and after presentation, discussion and review they recommended approval by a 4-0 vote.

Financial Impact: Approval of this legislation poses no negative financial impact. Additionally, the City may generate increased revenue through business-related fees and permitting licenses.

Proposed Action:

PCD Staff recommends approval of this legislation.

Attachment:

Draft Ordinance
Section 7-1 Florida Building Code
Sec 33-32 Use of Metal Containers for Buildings & Additions
PZAB Meeting Minutes 11-19-24
Two Story Duplex Example Pics
PowerPoint Presentation – Container Use in Commercial-Residential Districts

DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
NOVEMBER 19, 2024, 5:30 P.M.

CALL TO ORDER

Chair Elio Guerrero called the Planning and Zoning Board meeting to order at 5:44 p.m. on November 19, 2024.

An opportunity was given to the public to email the Planning and Zoning Clerk prior to the Board meeting with any questions, comments, or concerns on items to be heard on the Agenda.

1. ROLL CALL:

The following members of the Planning and Zoning Board were present: Chair Elio Guerrero, Board Member Audrey Dominguez, Board Member Aldo Mata, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Board Member Germane Barnes, Board Member Dawn Mangham, and Board Member Nikisha Williams.

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, City Attorney Pam Booker, Economic Development Manager Solomon Bankole, and Planning and Zoning Board Clerk Diana Cheng.

2. INVOCATION:

Chair Guerrero gave the Invocation.

3. PLEDGE OF ALLEGIANCE:

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES:

- **Approval of Minutes PZAB – 09/03/2024**

Motion made by Board Member Dominguez, and seconded by Board Member Mata, to approve the minutes for the Planning meeting on September third. In a roll call vote, the **motion** passed unanimously (4-0).

5. PUBLIC HEARING:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA PROVIDING APPROVAL OF THE SPECIAL EXCEPTION REQUEST FOR THE OPERATION OF A PLACE OF RELIGIOUS WORSHIP AT 3400 NW 135TH STREET, BUILDING B AND IDENTIFIED BY FOLIO 08-2128-003-0340 IN THE B-O ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Planning and Community Development Director Gregory Gay explained that this Application requests establishment of a place of religious worship, which requires special exception approval. The special exception process determines what conditions may apply to a particular location, whether or not there is adequate parking, and other requirements. The location in this case is a commercially zoned area.

Zoning Official Gerald Lee showed a PowerPoint presentation on the Application. The subject property is approximately 71,874 sq. ft. in size. The Applicant plans to use only Building B of the subject parcel. The zoning district is B-O, which includes office use. Zoning Code permits places of worship within the B-O district.

The City's land development regulations require special exception review to approve places of worship within the B-O zoning district. Special exception review requires that the following criteria be examined:

- The use must be in compliance with the City's Comprehensive Plan
- The use must be consistent with the character and purpose of the zoning district
- The size, shape, and character of the property are suited for the proposed use
- There must be compatibility with the existing uses near the property
- The use should not adversely affect the development of the general neighborhood or the district
- The use will not generate vehicular traffic or create vehicular circulation, ingress or egress problems, or parking demand that have an unfavorable impact on surrounding properties when compared to the uses permitted by right in the same district
- The use must not present the potential for fire and/or other hazards of equal or greater danger in the district
- The proposed development will not create unfavorable environmental impacts or surrounding uses, such as noise, smoke, glare, water pollution, or other impacts
- The use must be consistent with existing and planned pedestrian and vehicular circulation adjacent to and near the property
- The site must be adequately served by essential public services, such as water, sewer, drainage, and other requirements, and may not place an undue burden on infrastructure

- The use may not adversely affect any site or feature of historic, cultural, natural, or scenic importance
- The use may not be contrary to the public health, safety, and welfare, provided that a denial based exclusively on this language shall include explicit findings regarding the way in which granting the special exception would be contrary to the public health, safety, and welfare

Zoning Official Lee continued that the subject property includes buildings designated Building A and Building B. Building A is a school, while church operations would be located in Building B. The north end of the building would include the sanctuary, with office and administrative operations housed in the south part of that building.

With regard to compatibility, the subject B-O zoning district is surrounded by adjacent properties also zoned B-O on the same side of the street. There are also commercial properties zoned B-1 across the street to the north. Industrial uses are located to the west of the site; however, the site is insulated from these by commercial and residential uses. The surrounding land uses include Civic, Residential, and Commercial.

All the criteria listed above are met by the proposed use. It is Staff's conclusion that the Application does not contradict, create difficulty, or bring incompatible use to the area. Staff recommends approval of the Application.

Chair Guerrero asked if parking on the site is shared with the school building. Zoning Official Lee confirmed that while parking is shared, most of the church's operations will take place after the school's hours of operation, on Sundays, afternoons, and evenings rather than during school hours. The administrative facilities in Building B, which constitute a very small use, may operate Monday through Friday; however, the subject site has 50 parking spaces available exclusively for church use during the day, and on weekends the church may use the entire property.

A question was asked regarding the number of members who attend the church. Zoning Official Lee replied that he did not know the exact number of church members, but reiterated that there are more than 100 parking spaces available when the school is not open.

At this time Chair Guerrero opened the public hearing, which he closed upon receiving no input.

Motion made by Board Member Mata, seconded by Board Member Hibbert Smith, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE REGULATION OF EXISTING OUTDOOR OFF-PREMISE ADVERTISING DISPLAYS/BILLBOARDS

(“BILLBOARDS”) LOCATED WITHIN THE CITY OF OPA-LOCKA; PROVIDING REQUIREMENTS FOR CONVERTING EXISTING, LEGALLY NONCONFORMING BILLBOARDS LOCATED WITHIN THE HIGH TRAFFIC AREAS INTO DIGITAL BILLBOARDS; PROVIDING CRITERIA FOR DISTANCE SEPARATION; PROVIDING VOLUNTARY FUNDING REQUIREMENTS AND PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Director Gay advised that this Item was deferred to a later date.

- 3. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE 1, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR “LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS” IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay explained that this Application would allow businesses to use shipping containers for storage or office activities. Some businesses need to expand their operations beyond their existing footprints, and the use of shipping and/or metal containers allows them to do so in a timely and creative manner on a temporary basis.

Director Gay continued that while this particular use has been undertaken mostly on construction sites to provide on-site office operations, other businesses that need additional storage, possibly on a temporary basis, have the option of using these structures.

Zoning Official Lee stated that the proposed Ordinance would allow shipping containers to be repurposed in order to manage operations on an already-established site based on Florida Building Code. It will still be necessary to pull permits for the inclusion of these containers.

Zoning Official Lee continued this amendment would allow City residents and businesses may take advantage of a use that is already in Florida Building Code. Shipping containers are already repurposed and converted to uses allowed under Florida Building Code for residential and commercial use. Opa-locka already allows the use of these containers in industrial districts.

Zoning Official Lee stated that the primary advantages of using shipping containers include their ready availability as well as their multiple sizes. The containers are typically used in industrial districts for safety and security. They are easily moved from one part of a property to another and can also allow for greater speed when connected to an existing foundation, and the interior can be retrofitted more quickly than would be possible in building from the ground up. Manufactured containers are also stackable and can be used to create multiple levels.

Florida Building Code already allows for the use of metal containers in construction. The proposed Ordinance would support this permission and allow for the use of containers in additional districts.

Containers are also used for temporary purposes, such as construction or trade shows. The City hopes to go a step further by allowing these structures to be used on a permanent basis as a part of new development, where they will provide for a sturdier, more mobile, more easily configured, and faster-built space when adhering to the requirements of Florida Building Code.

Zoning Official Lee showed an example of the proposed use, pointing out that while a structure using containers may look rough from the outside, they provide safety, viability, and speed that can provide a significant return on investment. Other cities have allowed this type of use for some time. Staff recommends adding this Ordinance to the City's available options for building homes and/or commercial properties.

Chair Guerrero asked if the use of containers would also be accepted in residential areas as new development. Zoning Official Lee explained that the Ordinance would allow developers to incorporate containers into their properties as permitted by Florida Building Code. He emphasized that a developer may need to retrofit the inside of the container(s) in order to follow this Code.

Chair Guerrero asked if containers would be suitable additions to existing developments. Zoning Official Lee emphasized that this would be permitted as long as the use of the container follows Florida Building Code.

Director Gay noted that the photographic examples in the presentation show that containers are used in development. Some developments in South Florida include container construction that is modified by stucco and finishing, which make it more difficult to identify that containers are being used. Other applications at which containers are used may include "pop-up" events, stages, stores, parks, and others.

At this time Chair Guerrero opened the public hearing.

Arianna Jorge, business owner, provided photos of the prefabricated container used by her business. The structure is fully compliant with Miami-Dade County Code and is used for office purposes only. There is no plumbing, although the container has electricity and air-conditioning. She explained that this was a convenient solution for her business, as it grew very quickly and required expansion into office space.

Ms. Jorge continued that the container is pre-built and resembles an ordinary building on both the inside and outside. She is in the process of seeking a permit for the building, which would be the first office use of a shipping container in Opa-locka.

Motion made, and duly seconded, to approve the new coding in the City. In a roll call vote, the **motion** passed unanimously (4-0).

4. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101, FOR THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT TO INCREASE BUILDING HEIGHTS TO TEN STORIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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Zoning Official Lee advised that Staff has entertained input from several different developers who wanted to build within Opa-locka. While the City offers density at up to 150 units per acre, it would be difficult to build this many units with a height limit of seven stories. He noted that zoning Code for the City’s mixed-use corridor allows up to eight stories, although this corridor does not cover the entire Downtown area.

The Historic Downtown Opa-locka District (HDOD) is a separate zoning district that is not considered commercial or industrial. Increasing the heights permitted within this

district would allow more mixed-use development which would make the area a destination and attract more people and services.

The intent behind creating the HDOD was to provide consistent zoning regulations while redefining the Downtown area as the City's center. This would allow for revitalization of underused areas and improvement of that segment of the City.

Zoning Official Lee continued that most developers indicated they wanted more height in order to attract good retail as well as a strong return on their investment in residential units. The requested increase in height would make the density more attainable and allow the developers to accommodate the cost of bringing in bottom-floor retail.

With respect to the Airport, Zoning Official Lee noted that for many years, proximity to that facility limited the heights to which a developer could build. When Staff reached out to Airport officials to discuss these heights, they determined that greater heights could be accommodated. Staff recommends approval of the Application.

Chair Guerrero requested clarification that the density parameters of the HDOD will not change: the only change would be to the height requirements, which would allow developers to more easily build to that density. Zoning Official Lee reiterated that the current limit of seven stories would not allow developers to build up to 110 or 120 units per acre rather than the permitted density. He estimated that most of the requested heights would be approximately 10 stories or 120 ft.

Director Gay advised that the height limitation provided to Staff through Federal Aviation Administration (FAA) was up to 125 ft. The permitted height may vary depending upon the type of building a developer is seeking to build. Strictly residential development may include a nine- to ten-foot floor plate; however, mixed-use development is proposed for the area, which may require a larger floor plate for the first two floors. If a parking garage is included, the floor heights may be lower for that area. He concluded that the number of stories would depend upon each project's design.

Director Gay further clarified that permission to build to a height of up to 120 ft. was provided on maps that show distance, direction, and angles from the Airport. Zoning Official Lee added that while height opportunities are being increased, the FAA will review all development plans to ensure that they meet the appropriate criteria based on that agency's regulations.

City Attorney Pam Booker noted that the Ordinance includes a typographical error in the eighth "Whereas" clause: the language in that clause should refer to 10 stories rather than 12.

Motion made by Board Member Mata, seconded by Board Member Hibbert Smith, to approve with the change in the “Whereas” clause to make it consistent with the title that it is 10 stories, not 12. In a roll call vote, the **motion** passed unanimously (4-0).

5. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) & STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING & STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Director Gay explained that this Ordinance also provides an opportunity for the City to expand on uses in its industrial areas. The I-4 zoning district is typically associated with junkyards, scrap metal operations, and other challenging uses.

Because many other municipalities have eliminated these uses from their zoning Codes over time, Opa-locka is often seen as providing an opportunity for those uses. The Ordinance is an attempt to make I-4 zoning more flexible. Director Gay pointed out that most junkyard or scrap metal operations do not expand; however, there are other heavy industrial uses that could be developed in the City, including logistics and vehicle storage. These uses would be added to the I-4 zoning district.

Director Gay pointed out that uses such as logistics and vehicle storage are cleaner than junkyard or scrap metal operations, with a lesser overall impact on the City’s infrastructure. The intent is to make the I-4 zoning district more integrative by adding these uses.

Zoning Official Lee recalled that for many years, certain areas of the City were home to only junkyards, salvage operations, scrap metal facilities, compacting/shredding of vehicles, and similar uses. The Miami-Dade Department of Environmental Resources Management (DERM) is currently attempting to ensure that uses comply with local, state, and federal Codes, some of which cannot be easily met by the businesses that have traditionally operated in those areas over the last 20 years.

Zoning Official Lee continued that it is in the City’s best interest to expand the uses allowed within those areas, encouraging uses that are cleaner, that can comply with DERM requirements, and do not contaminate soil, water, or air. With this in mind, Staff examined additional uses that need a significant amount of property on which to operate. The proposed Ordinance would amend the Zoning Code to allow these uses, which include construction trades as well as equipment and vehicle storage.

Zoning Official Lee further clarified that vehicle recovery or repossession would allow vehicles to be kept on a site until the vehicle is paid for by some entity. Shipping container storage would mean containers are stacked to a certain level on the property before they are sold or leased to others. Utility vehicles and equipment include Florida Power and Light (FPL) and other utility providers' equipment. These uses would all offer low contamination to the air, water, or soil.

Staff recommends approval of the amendments to provide better use of the I-4 zoning district and attract more businesses to Opa-locka.

Chair Guerrero asked if current uses involving storage of vehicles and equipment would become nonconforming uses under the amendments. Zoning Official Lee explained that there would be no changes to the zoning districts in which these uses are already permitted: the City would instead expand where those uses may be located.

Chair Guerrero asked if an owner seeking to change the use of an area that currently includes uses that may result in contamination would need to mitigate the effects of that contamination. Zoning Official Lee confirmed this, pointing out that these facilities are already required to do so. DERM inspects these facilities annually in order to renew those uses' licenses; if they do not meet DERM's requirements, they would not receive approval to continue their operation, and the City is prohibited from issuing a business license for those uses until requirements have been met.

Board Member Hibbert Smith asked how many businesses such as those described by the Ordinance are already located in the Cairo Lane or Alexandra Drive areas. Zoning Official Lee clarified that while no such uses are currently licensed to be in those areas, the City has received inquiries from users such as equipment storage, vehicle recovery, and construction trades.

Director Gay also pointed out that sufficient acreage is a necessity for these types of uses. Many other municipalities do not have large areas with contiguous acreage, although Opa-locka does.

Chair Guerrero requested clarification of the current zoning category for these uses. It was clarified that this may be I-2 or I-3. Director Gay added that some businesses may be operating in locations where zoning has changed over time, which means they may have become legal nonconforming uses.

Zoning Official Lee called the Board members' attention to a slide showing the entire I-4 zoning district, stating that the intent is to allow new uses on a market-driven basis.

At this time Chair Guerrero opened the public hearing, which he closed upon receiving no input.

Motion made by Board Member Hibbert Smith, seconded by Board Member Mata, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

6. ADJOURNMENT:

Director Gay advised that no Planning and Zoning Board meeting is anticipated for the month of December 2024 at this time. Staff will prepare a year-in-review document in 2025 to show the Board's impact on development in Opa-locka in 2024.

The meeting was adjourned at 6:50 p.m.

ORDINANCE NO. 2022-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE ARTICLE IV, SECTION 22-101, CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2011, the City of Opa-Locka adopted the Opa-Locka Community Redevelopment Plan (OLCRP), a conceptual plan prepared by Carras Community Investment, Inc. in conjunction with Urban Revitalization Solutions. The OLCRP sought to capitalize on the area's assets while redressing enduring concerns about building vacancy, crime, public safety, open space, and underutilization of land; and

WHEREAS, in 2015, the OLCRP was followed by more advanced planning effort that culminated in the Sustainable Opa-Locka 2030 Comprehensive Development Master Plan (SOCDMP), an implementation strategy prepared by the Corradino Group. In the OLCRP it identified the Downtown Opa-Locka as a challenged economic area in need of revitalization to promote a thriving wealth-creating and job-generating business center with regional strength; and

WHEREAS, both the OLCRP and the SOCDMP advanced the idea of implementing revitalization activities as well as a special district designation in order to revitalize a depressed and underutilized segment of the City; and

WHEREAS, the Historic Downtown Opa-Locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network; and

WHEREAS, the zoning district will provide goals and objectives to provide guidance for historic, present and future development with the view toward creating a

town center neighborhood that will be a symbol of the community and a reflection of the city's values and aspirations; and

WHEREAS, the intention of this section is to develop the Historic Downtown Opa-Locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and functional buildings where people can reside, work and entertain; and

WHEREAS, the overall goal and objective of the district is to provide regulation and development guidelines to contribute to the long-term sustainability and quality of life for the community; and

WHEREAS, the Planning and Zoning Board of the City of Opa-Locka held a public hearing on October 5, 2021, to consider an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption of the Historic Downtown Opa-Locka District and provided a recommendation of approval. The district shall be included within the City's Land Development Regulations as Article IV, Section 22-101.

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

SECTION 1. Incorporation of Recitals.

The above recitals are true and correct and are incorporated into this Ordinance by reference.

SECTION 2. Adoption of the Historic Downtown Opa-Locka District.

The City Commission of the City of Opa-Locka hereby approves an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption and implementation of the Historic Downtown Opa-Locka District, for inclusion within the City's Land Development Regulations as Article IV, Section 22-101. A copy of the code amendment is attached hereto as Exhibit "A".

SECTION 3. Severability.

The provisions of this Ordinance are severable, and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 4. Scrivener's Errors.

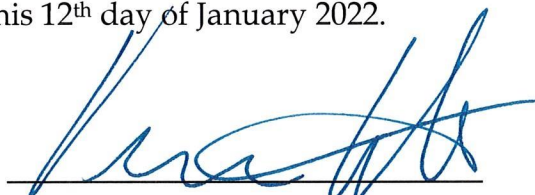
Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager without need of public hearing following review by the City Attorney, by filing a corrected or re-codified copy of same with the City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

SECTION 5. Effective Date.

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

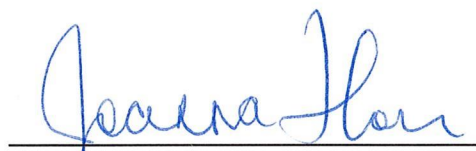
PASSED FIRST READING this 8th day of December 2021.

PASSED SECOND READING this 12th day of January 2022.

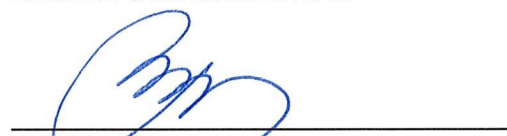


Veronica J. Williams, Mayor

ATTEST:


Joanna Flores, City Clerk

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


Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Taylor

Seconded by: Commissioner Bass

VOTE: 5-0

Commissioner Bass	YES
Commissioner Davis	YES
Commissioner Dominguez	YES
Vice Mayor Taylor	YES
Mayor Williams	YES



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Regular Commission Meeting on **Wednesday, January 12, 2022 at 7:00 p.m.**, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCES/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 2, ARTICLE XI, DIVISION 13 OF THE CITY'S CODE OF ORDINANCES ENTITLED "HISTORIC ENVIRONMENTAL PRESERVATION BOARD" TO ESTABLISH MINIMUM STANDARDS FOR MUNICIPAL HISTORIC PRESERVATION PROGRAMS AS SET FORTH IN THE MIAMI-DADE COUNTY HISTORIC PRESERVATION ORDINANCE SECTION 16A-3.1; PROVIDING FOR BOARD ORGANIZATION AND QUALIFICATIONS; BOARD DUTIES AND RESPONSIBILITIES; SCOPE OF REGULATIONS; DEFINITIONS; ADMINISTRATION AND ENFORCEMENT RULES AND REGULATIONS; SITE/DISTRICT/ZONE DESIGNATION PROCESS AND PROCEDURES; DEMOLITION PROCESS AND PROCEDURES; PROCEDURES FOR MAINTENANCE OF DESIGNATED PROPERTIES; CERTIFICATE TO DIG PROCEDURES; AN APPEALS PROCESS; PENALTIES AND INCENTIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE DISSOLUTION OF A SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT (SPECIAL DISTRICT) IN ACCORDANCE WITH CHAPTER 189.071 FLORIDA STATUTES, AND REPEALING ORDINANCE 88-03 AND ORDINANCE 88-04, FOR THE ALI-BABA NEIGHBORHOOD IMPROVEMENT DISTRICT WITHIN AN AREA CONTAINING APPROXIMATELY 45 ACRES, BOUNDED ON THE EAST BY N.W. 17TH AVENUE, ON THE WEST BY N.W. 22ND AVENUE, ON THE NORTH BY N.W. 151ST STREET, AND ON THE SOUTH BY N.W. ALI BABA AVENUE; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE DISSOLUTION OF A SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT (SPECIAL DISTRICT) IN ACCORDANCE WITH CHAPTER 189.071 FLORIDA STATUTES, AND REPEALING ORDINANCE 88-03 AND ORDINANCE 88-11, FOR THE EAST-WEST SAFE NEIGHBORHOOD DISTRICT WITHIN AN AREA CONTAINING APPROXIMATELY 100 ACRES, BOUNDED ON THE EAST BY N.W. 17TH AVENUE, ON THE WEST BY N.W. 22ND AVENUE, ON THE NORTH BY N.W. 141ST STREET, AND ON THE SOUTH BY N.W. 135TH STREET; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE DISSOLUTION OF A SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT (SPECIAL DISTRICT) IN ACCORDANCE WITH CHAPTER 189.071 FLORIDA STATUTES, AND REPEALING ORDINANCE 88-03 AND ORDINANCE 88-05, FOR THE NILE GARDENS NEIGHBORHOOD IMPROVEMENT DISTRICT WITHIN AN AREA CONTAINING APPROXIMATELY 320 ACRES, BOUNDED ON THE EAST BY N.W. 27TH AVENUE, ON THE WEST BY ALEXANDRIA DRIVE, ON THE NORTH BY N.W. 135TH STREET, AND ON THE SOUTH BY N.W. 128TH STREET; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE THE MOORISH REVIVAL STYLE DESIGN HANDBOOK; PROVIDING FOR DEFINITIONS, PERMIT AND SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE ARTICLE IV, SECTION 22-101, CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE ARTICLE IV, SECTION 22-102, CREATING THE OPA-LOCKA INNOVATION DISTRICT, PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES, PROVIDING FOR DEVELOPMENT REGULATIONS AND INCENTIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

RESOLUTIONS/PUBLIC HEARINGS:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE VARIANCE REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL WAREHOUSE / DISTRIBUTION & OFFICE SPACE DEVELOPMENT BUILDING LOCATED AT 12805 LE JEUNE ROAD AND IDENTIFIED BY FOLIO 08-2129-000-0061 IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL WAREHOUSE / DISTRIBUTION & OFFICE SPACE DEVELOPMENT BUILDING LOCATED AT 12805 LE JEUNE ROAD AND IDENTIFIED BY FOLIO 08-2129-000-0061 IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DEVELOPMENT AGREEMENT REVIEW FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL WAREHOUSE / DISTRIBUTION & OFFICE SPACE DEVELOPMENT BUILDING LOCATED AT 12805 LE JEUNE ROAD AND IDENTIFIED BY FOLIO 08-2129-000-0061 IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above item may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, January 12, 2022.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

Joanna Flores, CMC
City Clerk
City of Opa-locka



City of Opa-Locka Agenda Cover Memo

Department Director:	Gregory Gay		Department Director Signature:		
Finance Director:			FD Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	12-8-21	Item Type: (Enter X in box)	Resolution	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
				X	
		X	Public Hearing: (Enter X in box)	Yes	No
				X	
Funding Source: Account# :	(Enter Fund & Dept) Ex: PTP		Advertising Requirement: (Enter X in box)	Yes	No
				X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bi#: N/A		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

AN ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS PURUSANT TO ARTICLE V – CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The Historic Downtown Opa-locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network. , the intention of this section is to develop the Historic Downtown Opa-locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and

functional buildings where people can reside, work and entertain. the Planning and Zoning Board of the City of Opa-locka held a public hearing on October 5, 2021, to consider an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption of the Historic Downtown Opa-locka District and provided a recommendation of approval.

Proposed Action:

Staff has recommended approval of this legislation.

Attachment:

Draft Ordinance LDR Amendment Article V Historic Downtown Opa-locka District.

ORDINANCE NO.

AN ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS PURUSANT TO ARTICLE V - CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2011, the City of Opa-Locka adopted the Opa-Locka Community Redevelopment Plan (OLCRP), a conceptual plan prepared by Carras Community Investment, Inc. in conjunction with Urban Revitalization Solutions. The OLCRP sought to capitalize on the area's assets while redressing enduring concerns about building vacancy, crime, public safety, open space, and underutilization of land; and

WHEREAS, in 2015, the OLCRP was followed by more advanced planning effort that culminated in the Sustainable Opa-Locka 2030 Comprehensive Development Master Plan (SOCDMP), an implementation strategy prepared by the Corradino Group. In the OLCRP it identified the Downtown Opa-locka as a challenged economic area in need of revitalization to promote a thriving wealth-creating and job-generating business center with regional strength; and

WHEREAS, both the OLCRP and the SOCDMP advanced the idea of implementing revitalization activities as well as a special district designation in order to revitalize a depressed and underutilized segment of the City; and

WHEREAS, the Historic Downtown Opa-locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network; and

WHEREAS, the zoning district will provide goals and objectives to provide guidance for historic, present and future development with the view toward creating a

town center neighborhood that will be a symbol of the community and a reflection of the city's values and aspirations; and

WHEREAS, the intention of this section is to develop the Historic Downtown Opa-locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and functional buildings where people can reside, work and entertain; and

WHEREAS, the overall goal and objective of the district is to provide regulation and development guidelines to contribute to the long-term sustainability and quality of life for the community; and

WHEREAS, the Planning and Zoning Board of the City of Opa-locka held a public hearing on October 5, 2021, to consider an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption of the Historic Downtown Opa-locka District and provided a recommendation of approval..

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. Incorporation of Recitals.

The above recitals are true and correct and are incorporated into this Ordinance by reference.

SECTION 2. Adoption of the Historic Downtown Opa-locka District.

The City Commission of the City of Opa-locka hereby approves an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption and implementation of the Historic Downtown Opa-locka District. A copy of the code amendment is attached hereto as Exhibit "A".

SECTION 3. Severability.

The provisions of this Ordinance are severable and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 4. Scrivener's Errors.

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

SECTION 5. Effective Date.

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

PASSED AND ADOPTED this _____ day of _____, 2021.

Elio Guerrero, Chairman

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Section 22-97. – HISTORIC DOWNTOWN OPA-LOCKA DISTRICT

(A) Purpose and intent.

The Historic Downtown Opa-locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network. The zoning district will provide goals and objectives to provide guidance for historic, present and future development with the view toward creating a town center neighborhood that will be a symbol of the community and a reflection of the city's values and aspirations. The intention of this section is to develop the Historic Downtown Opa-locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and functional buildings where people can reside, work and entertain. The intent of the city in adopting the Historic Downtown Opa-Locka District Ordinance is to:

- (1) Define the boundaries of the historic downtown district;
- (2) Expand the economic base of the city, by providing additional employment opportunities and additional revenues to the city and the region by making the area of the district more attractive in ways that can increase commerce and tourism which will assist in the development of specific plans that will allow for large scale social events and activities within the district to consider the city when choosing their sites;
- (3) Provide the basis for the continued and expanded support for initiatives that will cause the district to be considered as a destination for large scale events and activities in conformance with the goals and objectives of other city policies;
- (4) Enhance the area encompassed by the district through programs that will attract workers, residents and visitors to active public spaces and gathering places and create a pedestrian friendly environment;
- (5) Develop programs to further enhance the pedestrian environment through the establishment of unique streetscape design guidelines providing additional signage opportunities.

(B) Establishment of the district.

The Historic Downtown Opa-locka District shall be established as an area of the city where it has been found that programs which will contribute to economic development through the development of a more active streetscape should be undertaken. The district shall have the following territorial boundaries: Starting from a point in the centerline of Northwest 27th Avenue and Ali Baba Avenue, proceeding west along Ali Baba Avenue /the CRX Railroad ROW including the northern portion of Burlington Street to NW 37th Avenue, North towards Sabur Lane and west to Sharazad Boulevard, Historic City Hall –Sherbondy Village Community Center Complex on the north side and curve East to back to NW 27th Avenue.

(C) Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Block means a combination of building lots, the perimeter of which abuts a public right-of-way or public space.

Block face means the right-of-way line that delineates a block edge.

Building height means a limit to the vertical extent of a building measured in feet above grade. Building height shall be measured in feet from the average elevation of the affronting curb to the eave line.

Civic uses means premises used primarily for public education, cultural performances, gatherings and displays administered by not-for-profit cultural, educational, governmental and religious organizations.

Carmenes means secluded inner gardens or courtyards with private-public features such as fountains, benches and ornamental architecture.

Colonnade means a roofed structure, extending over the sidewalk, open to the street except for supporting columns or piers.

Courtyard garden means a grade level garden enclosed on at least three sides, at least two sides by building walls and on its remaining sides by fences or garden walls, with a minimum 30 percent of its area landscaped. The street opening to the courtyard garden shall not exceed the width of the street or square that it fronts.

Curb radius means the curved edge of street paving at an intersection, measured to the inside travel edge of the travel lane.

Easement means an area of private property legally dedicated for public use.

Frontage means the property line or lines of a lot that coincide with a right-of-way or other public space.

Paseo means an easement that allows public pedestrian access traversing private property from one public right-of-way to another.

Public open space means an open space that is accessible to the public all or some of the time, including, public rights-of-way, parks, plazas, squares, canal-walks, alleys, colonnades, carmenes, courtyard gardens, paseos and other easements.

Square means a public space surrounded on four sides by streets or other vehicular passage. Every corner of a square shall have a street intersection.

Street means a thoroughfare for the movement of pedestrians and vehicles, which may be public open space or private property allowing public passage.

Streetwall means the vertical surface of a building or structure that faces public space.

Traffic calming device means a structure or device that is intended to slow the speed of the traffic on a roadway. It is usually constructed at an intersection. Examples of traffic calming devices are traffic circles and roundabouts. Traffic calming devices may include a change of pavement height, texture and materials to identify an area where speed is to be reduced.

Cross reference— Definitions generally, Sec. 22-238.

(D) Uses.

(A) Allowed uses.

Accounting, bookkeeping, law and other professional offices.

Agency (for employment, travel and/or services to be performed elsewhere).

Art or photographic studio (commercial).

Automobile rental agency, office use only.

Bank or other financial institution.

Business or commercial school.

Catering and delicatessen (including butcher shop) business.

Civic clubs, lodges and fraternal organization facilities.

Conference, meeting facilities or areas of public assemblage for less than 20 people.

Day care center, nursery school or preschool facility.

Dental care and doctor's offices.

Dog grooming only—prohibiting a "pet shop" type business or the boarding, maintaining or keeping of dogs on-premises anytime between 7:00 p.m. and 7:00 a.m.

Dry cleaning and laundry, drop-off/pick-up only.

Family restaurant/arcade; so long as the arcade use does not exceed 40 percent of the available business space, alcoholic beverages are permitted on the premises pending administrative review, no gambling games/machines are permitted, the arcade area is continually supervised, and the family nature of the operation is maintained. No more than two family restaurant/arcades shall be permitted in the Downtown District.

Gymnasium, health club, dance studio or other center where "physical activity" lessons are conducted.

Insurance agency.

Laundry—No more than two allowed in the Downtown District.

Lodging (Hotels, Motels, Peer to Peer home sharing services)

Museum.

Mixed-use development of residential uses on upper floors above retail, office and related uses.

Office supply or support (office supplies, copying, printing shop).

Personal services (i.e., barbershops, beauty parlors, physical therapy clinics, etc. No physical therapy clinic shall be open for business between the hours of 10:00 p.m. and 6:00 a.m.).

Pharmacy.

Post office.

Restaurant (and lounge), cafe, cafeteria, bar and grill.

Retail use.

Small appliance sales and/or service.

Sporting goods store; excluding the sale of weapons and related products used for sporting and hunting activities, no outdoor store displays or merchandising activities; no more than one store allowed in the district that sell the described merchandise.

Stereo/video/electronics rental, sales and/or service.

Theater (live) or motion picture house.

Veterinary clinic (excluding short-term boarding, for medical purposes only).

Other enterprises or businesses which are similar in character and impact to enterprises or businesses enumerated herein, and which are consistent with the Comprehensive Plan adopted pursuant to Chapter 163, Florida Statutes. A final determination of similarity with listed uses and consistency with the Comprehensive Plan shall be made by the City Commission, after obtaining a recommendation by the Planning and Zoning Board.

(B) *Prohibited uses.*

Adult bookstore;

Adult-related business;

Gaming, gambling and casino machines, billiard and pool parlors;

Automotive auctions, repair, sales and service facilities;

Bar; Package store

Clinical laboratory;

Funeral home;

Gun range;

Gun shop;

Pawn shop, Thrift store;

Tattoo Parlor;

Large-scale administrative offices, big box retail/wholesale sales operations and service and professional facilities;

Any large or medium-scale aviation or marine-related repair or service facilities;

Open air, tented, or booth-operated flea markets or any retail/wholesale sales operation not contained within a business building, except as otherwise permitted by Florida State Statutes, §§ 110-01 through 110-03 and permitted temporary uses in LDR Sec. 22- 119.

Any industrial or manufacturing operation or facilities.

(E) Goals and objectives.

The overall goal and objective of the district is to provide regulation and development guidelines to contribute to the long-term sustainability and quality of life for the community. Specific goals and objectives include, but are not limited to, the following:

- (1) Promote pedestrian-friendly rights-of-way.
- (2) Protect public open spaces.
- (3) Promote mixed-income housing strategies.
- (4) Foster historic preservation.
- (5) Improve code compliance and enforcement.
- (6) Encourage meaningful development boundaries.
- (7) Promote local and regional public transportation.
- (8) Pursue public education on redevelopment.

(F) Implementation concepts.

The concepts of the district shall be as follows:

- (1) *Make pedestrians a high priority.* Enhance the open network of smaller blocks and provide increased access through new sidewalks, paseos and public alleys. Provide a tree canopy planted along sidewalks or medians to create shade from the sun and more attractive streets or sidewalks.
- (2) *Slow down vehicular traffic.* Reduce lanes or lane widths, expand the median and add on-street parking and trees as traffic calming devices. Use swale areas facing streets and sidewalks for trees and shrubs and encourage property owners to enhance landscaping. Provide parking in the rear areas, hidden from the front view. Reconstruct curbs with smaller radii at intersections. Encourage property owners to provide cross access between their parking lots and that of their neighbors.

- (3) *Improve pedestrian corridors.* Improve commercial facades to increase pedestrian comfort and safety through enhanced lighting and landscaping. Improve the network of secondary pedestrian corridors in order to extend existing patterns of pedestrian travel. Create a sense of enclosure and urban character through street facade.
- (4) *Aggregate open space for squares, plazas, passive parks and other public open spaces.* Promote activity and natural surveillance by providing plazas and squares, open to the public and level with the grade of the sidewalk. Create a legible network of open spaces by waiving minimum open space requirements on specific lots or parcels in exchange for a credit to develop larger open public spaces.
- (5) *Extend transit, at a variety of scales and modes of travel.* Implement a circulator system, such as a local bus system, to be used for local service and to connect to the regional system. Increase transit ridership to facilitate growth and mobility without unmanageable traffic congestion.
- (6) *Attack visual blight.* Promote infill development along the edges of blocks to define street space. Inventory vacant or underutilized lots and provide incentives for development. Utilize code enforcement procedures to compel compliance from property owners who have neglected the appearance of their property. Enforce building codes to ensure applicable minimum standards for older buildings.
- (7) *Provide for water retention areas to improve drainage and flooding protection in low-lying areas.* Promote the procurement of vacant or underutilized land that may be reservoirs for additional storage and storm water retention within the district. Provide for a hydric park network to reduce flooding and restore the community's connection to water resources.
- (8) *Promote civic uses.* Encourage public access and participation by providing cultural performances, gatherings and displays for education and enlightenment.

(G) Precedence over other zoning and land use regulations.

In addition to the criteria previously provided in the Downtown Mixed Use Overlay (DMU) land use classification and the Historic Downtown Opa-locka District (HDOD), commercial liberal (B-2), multifamily (R-3), light industrial (I-1), Liberal Industrial (I-3) and civic (C) zoning districts, the requirements provided in this division must also be followed as the requirements of the HDOD shall prevail.

(H) Road classifications in the HDOD district.

To further define the functions of the roads and streets within the district, roads are classified as follows:

- (1) *Major roadways* shall mean those roads that are designed for the efficient movement of people and vehicles to and through the district. The roads enable traffic to easily traverse the area as well as provide access to other areas within and outside the City of Opa-locka. NW 27th Avenue, NW 37th Avenue, State Road 9, Ali Baba Avenue, Opa-locka Boulevard are classified as major roadways within this district.
- (2) *Minor roadways* shall mean those roads that are designed for ease of access for the movement of people and vehicles through the district. Minor roadways generally provide short distance access to individual properties within the district and to adjoining areas. Ali Baba Avenue, from 17th Avenue to LeJeune-Douglass Connector; Sharazad Boulevard from NW 27th Avenue to Ali Baba Avenue, and Opa-locka Boulevard from NW 27th Avenue to Sharazad Boulevard.
- (3) *Local streets* mean those roads in the district that provide access to individual properties that are not designated major or minor roadways.

(I) Zoning regulations.

(a) Mixed Use Residential densities in downtown multifamily R-3, R-4, B-2, I-1 and I-4 zoning districts shall not exceed 150 units per net acre, unless the property owner provides public open space as provided in incentives (2) below, but in no event shall the units per net acre exceed 200 units for affordable/live-work or assisted living. Residential densities outside of the HDOD shall not exceed 150 units.

(b) Landscaping for all property zoned residential or that includes residential uses within the zoning district shall conform to an urban design plan that will be adopted by the city within eight months of the effective date hereof.

(c) The dimensions of squares, plazas, paseos and other open public spaces shall conform to an urban design plan that will be adopted by the city within four months of the effective date of the ordinance from which this section is derived.

(d) The facade and architecture requirements shall conform to a Moorish design plan. The goal of the architectural parameters is to promote creative architectural solutions within an ensemble of basic urban forms that will ensure harmony and continuity without mandating a particular style. Building design shall promote pedestrian safety, comfort and interest for adjoining public spaces. Building design shall promote energy conservation by including self-shading, natural lighting, natural ventilation, outdoor circulation and reduced dependence on artificial lighting and air conditioning.

(e) Streetwalls shall have pedestrian entrances at maximum intervals of 150 feet. The principal pedestrian entrance of all buildings shall be from the street, courtyard garden or from a paseo.

(f) Streetwalls, landscape buffers or a building shall be constructed to screen parking from view.

(J) Incorporation of TOD District

A Transit Oriented Development District is generally characterized as a developed environment within a quarter-mile of a public transit system, with building characteristics and public amenities that promote the safe movement of pedestrians.

The City of Opa-locka's Transit Oriented Development District is located in the HDOD which boundaries stated in item (B).

Opa-locka's Transit Oriented Development District (TODD) is specifically created to facilitate mixed-use development, with access to transit stations or stops along existing and planned high performance transit service corridors.

The TODD Code also encourages commercial functions that include shop-fronts at street level, with residential units and office space above, wide pedestrian-friendly and multimodal sidewalks, rear on-site parking, and possibly public parking facilities.

The TODD incorporates the goals of the HDOD efforts with elements from the previous Commercial Liberal ("B-2") and Downtown Mixed Use Overlay District standards to produce development standards for the TODD. The TODD facilitates mixed-use development, pedestrian-oriented streets, public mobility options, Moorish style architecture, and opportunities for location of work, play, services and entertainment within walking distance.

General. This designation shall be known as the TODD for the City of Opa-locka. The TODD shall promote the Goals, Objectives and Policies contained of the previous Downtown Mixed Use District designation within the Future Land Use Element of the Comprehensive Plan. Specifically, Objective LU-2 of the Sustainable Opa-locka 20/30 Comprehensive Plan Future Land Use Element are designed to maximize the development potential of Historic Downtown Opa-locka.

The TODD designation supplements the Land Development Regulations ("LDR") provisions within the City of Opa-locka for the area known as the HDOD. The TODD is generally described as the area bound to the north by Dunand Avenue, to the east by NW 27th Avenue, to the south by NW 135th Street, and to the west by Sesame Street.

Opa-locka's TODD designation is specifically created to encourage compact first-rate projects based upon smart growth principles; to preserve the existing character of neighborhoods surrounding the Historic Downtown Opa-locka core; to regulate for high-quality infill development, and to create a predictable process for developers and the community to meet these goals.

(J) Incentives.

Incentives to encourage land development to achieve goals and objectives within the district are as follows:

- (1) Land dedication for sidewalks outside of public right-of-way, passive parks, paseos, public use and open spaces, a natural drainage parkway or land for additional

storage and stormwater retention in lieu of payment of a monetary park, recreation and open space fee as provided by (X).

- (2) Increased density for residential or mixed use development for additional units per net acre up to a maximum of 32 units per net acre as provided in the multifamily R-3, R-4 zoning designations in the HDOD zoning districts. Additional units per net acre will be permitted in exchange for land located within the HDOD district, or a monetary contribution equal to the fair market value of the land not to exceed 40 percent of the total donation, donated to the city as a passive park, paseo, public and/or open space or a natural drainage parkway as follows: 1,500 square feet for each of the first two additional units, 1,000 square feet for each of the third, fourth and fifth additional units, and 850 square feet for each additional unit after the fifth additional unit. If land located anywhere within the HDOD district is donated to the city, then the city shall waive the city park, recreation and open space impact fee for each additional unit.
- (3) Financial assistance from the Opa-locka Community Redevelopment Agency to eligible properties for renovation of commercial properties fronting major and minor roadways within the district.
- (4) Provide a perpetual easement to the city on private property for construction of an architectural feature at or near the boundaries of the district as a credit toward satisfaction of minimum open space requirements.
- (5) Provide a perpetual easement to the city on private property for sidewalks, paths and paseos or natural drainage parkways as a credit toward satisfaction of minimum landscaping and open space requirements.
- (6) Contests and prizes offered by a not-for-profit organization or public-private partnership to promote good urban design and innovation for the enhancement and sustainability of the district.
- (7) Five thousand dollars to be paid to the city for each parking space below the minimum parking requirements for on-site parking, but in no event shall the deficiency in on-site parking exceed 30 percent of the minimum parking requirements. These funds shall be placed in a designated account and accumulated by the city to finance a parking system within the HDOD that will include a parking garage within a 1,500-foot radius of boundary lines of the property where city hall is located. Affordable housing properties developed and owned by the city are exempt from the provisions in this paragraph.
- (8) Provide a minimum 20% total combination of affordable/elderly housing.
- (9) The grant of incentives identified in subparagraphs (1), (4), (5), (7) and (8) above, shall require approval of the city commission by ordinance.

(K) Special permit

In order to be granted a permit for such establishments within this district, the property owners/applicant shall obtain a Special Permit as specified in the Opa-locka LDR/Zoning Code Ordinance, as amended, the zoning ordinance of the City. In reviewing an application for establishments serving alcoholic beverages, the director of Planning and Community development shall apply the following review guidelines criteria in addition to the standard criteria of a Special Permit.

In reviewing an application for the District Permit for a supper club, nightclub, restaurant, coffee shop, or bar, the following additional criteria shall apply:

- a. Use requirements and restrictions: To qualify to operate a supper club, nightclub, restaurant or bar & grill, the establishment must have a minimum of 40 seats. To qualify for coffee shop, the establishment must have a max of 20 seats.
- b. Operational Plan: An Operational/business plan that address the hours of operation, number of employees, menu items, goals of the business, and other operational characteristic pertinent to the application.
- c. Parking: Irrespective of parking requirements specified in the LDR/Zoning Code as amended, the zoning ordinance of the City of Opa-locka, adaptive reuse of existing buildings for this function shall be required to provide additional parking via on street parking or parking agreement with established shared parking arrangement; however, new buildings or facilities shall be required to provide a parking plan which fully describes where and how the parking is to be provided and used, e.g. valet, self-parking, shared parking, after-hour metered spaces, and the manner in which the parking is to be managed. By a Special Permit, 100 percent of the required parking may be located offsite within a distance of 500 feet from the subject establishment if the proposed parking is to be self-park, and a distance of 1000 feet from the subject establishment if the proposed parking is to be by valet. For restaurants and other dining establishments, as adaptive re-use of an existing structure, any square footage used of the kitchen and/or storage areas will not be counted towards the parking requirements.
- d. For establishment proposing capacities of more than 200 persons, an indoor/outdoor crowd control plan that addresses how large groups of people waiting to gain entry into the establishment or already on the premises, will be controlled.
- e. A security plan for the establishment and any parking facility.
- f. For establishment proposing capacities of more than 200 persons, a traffic circulation analysis and plan that details the impact of projected traffic on the immediate neighborhood and how to mitigate the impact.
- g. A sanitation plan, which addresses on-site facilities and off-premises issues resulting from the operation of the establishment.
- h. A plan depicting proximity of proposed establishments of residential use

- i. If the proposed establishment is within 500 feet of the residential uses, noise attenuation plan is required.

(L) Alcoholic beverage sales within the district.

(a) *Minimum distance requirements.* There shall be no minimum distance required between any places of business within the entertainment overlay district licensed by the state to sell alcoholic beverages for consumption on the premises and any other place of business similarly licensed within the district.

(b) *Hours of operation.* The hours and days of sale and consumption of alcoholic beverages are set forth in section 6-369.

(c) *Hours for music and entertainment.* Music, singing and other forms of entertainment whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the district, and in addition music, singing and entertainment shall be permitted outdoors within the district, however, such outdoor music, singing and entertainment shall comply with special events and entertainment regulations as set forth in chapter (X) of the City of Opa-Locka Code of Ordinances.

(d) *Outdoor sales of alcoholic beverages.* Those persons or entities within the district licensed under the state beverage license laws, may sell and serve beers, wines and alcoholic beverages of any type regardless of alcohol content at any location within the district licensed for such sale and under the control of such licensee, including, but not limited to, sidewalk cafes, outdoor areas designed for food or beverage consumption on both adjacent to and operated in concert with a business operated within enclosed premises. Alcoholic beverages can only be consumed on premises of purchase.

(M) Signs. See LDR Sec. 22-229.

(N) Parking Standards and Requirements.

1. In the HDOD contingent on use, shall be required to provide any off-street parking in excess of the off-street parking that is currently in existence in this "built-out" area of the City and subjected to administrative review or Planning and Zoning board and approval from City Commission.
2. All existing buildings in the HDOD are subjected to administrative review for any use currently allowed in this district to provide any additional off-street parking despite any change of use that might intensify the use of any building and normally require a corresponding increase in the amount of off-street parking.
3. However as a consequence of this provision, any existing building in the HDOD occupied for any currently allowed use as listed under subsection (2) providing any additional off-street parking due to an increase in any intensity of use shall be subjected to administrative review .

4. Nothing contained herein shall be construed to authorize or permit the physical expansion or addition to any existing building in the HDOD over or in any area of established and existing off-street parking prior to administrative review and approval.
5. That the aforesaid provisions shall not be applicable to any of the following:
 - (a) When an existing building in the HDOD is demolished and subsequently replaced by the construction of a new building on the property.
 - (b) When an existing building in this district is "effectively demolished" by the razing of more than 51 percent of the square footage of the existing structure and the subsequent reconstruction of that portion of the building previously demolished.
 - (c) When any additional area of occupancy and use is physically constructed and added onto, or attached to, any existing building in this district.
 - (d) When a new building is constructed on a previously vacant lot or parcel of property. If any of the foregoing instances occur, all off-street parking requirements and provisions contained in the Code of Ordinances shall remain applicable thereto.

Parking and density calculations.

- (a) All parking allocations must be approved by the DRC.
- (b) All development in the HDOD may be eligible receive a maximum of 35 percent reduction from the parking standards listed in Section 22-153 "Off Street Parking and Loading Standards" of the LDC pending administrative review and approval or Planning, Zoning and Appeals Board and the City Commission review and approval.

Payment-in-Lieu of Parking Fund. A Payment-in-Lieu of Parking Fund shall be established by the City to provide funding specifically for parking and related improvements within the HDOD. Payment-in-Lieu of Parking Fees will be collected from all applicants for development and uses within the HDOD that do not provide sufficient on-site parking spaces or Shared Parking spaces to meet the minimum parking requirements of the Code. The Payment-in-Lieu of Parking Fee option for compliance with this subsection shall become effective upon adoption by the City Commission of a Resolution which specifies the amount of the Payment-in-Lieu of Parking Fund Fee.

(a) *Payment-in-Lieu of Parking Fund Fee Calculation.* The amount of a payment to the Payment-in-Lieu of Parking Fund shall be calculated per parking space which is required but not provided via on-site parking spaces or Shared Parking spaces. The amount per parking space shall be determined by the average cost to the City for the construction of a parking space in a Parking Structure on a program wide basis within the HDOD, which shall be determined by the Building Director in coordination with the

Planning & Community Development Director. The average cost shall include actual costs and fees for land acquisition, design and planning, legal fees, engineering, actual construction, and permit review and inspection.

(b) Payment in Full of Payment-in-Lieu of Parking Fee. For property owners opting to pay in full, or applicants not eligible to provide payment through a Payment in Lieu of Parking Agreement as provided in subsection (D), payment of the full amount of the in-lieu fee shall be due prior to the issuance of a building permit for the development, or prior to issuance of a certificate of use for the use for which the payment is required, whichever occurs sooner.

(c) Payment in Lieu of Parking Agreement. In-Lieu of Parking Fee Agreements shall only be made between the City and the owner(s) of the subject property. Applicants for an in-lieu fee which is not paid in full prior to issuance of a building permit, must enter into an In-Lieu of Parking Fee Agreement with the City prior to the issuance of a building permit for the development, or prior to issuance of a certificate of use for the use for which the payment is required, whichever occurs sooner. Such agreement shall be approved by the community development director, and shall be recorded at the property owner's expense in the Public Records of Broward County, Florida. The In-Lieu of Parking Fee Agreement shall provide that the obligations imposed by the agreement constitute a restrictive covenant upon the property, and shall bind successors, heirs and assigns, and shall be released by the City upon payment in full of the amount due under the agreement.

(d) Payment in Lieu of Parking Agreement Term. An In-Lieu of Parking Fee Agreement executed by a property owner applicant in accordance with this subsection shall provide that installment payments shall be made over no longer than a 36 month time period in 3 installments. The first installment shall be at least 50 percent of the total fee due, and shall be paid upon signing the agreement, prior to the issuance of a building permit for the development or a certificate of use, whichever occurs sooner. The second installment shall be in the amount of at least 25 percent of the total fee amount due, and shall be paid no later than the second anniversary date of the execution of the agreement. A third and final payment of 25 percent of the total fee may be authorized by the agreement, and shall be due no later than the third anniversary date of the execution of the agreement. A property owner subject to an In-Lieu of Parking Fee Agreement may make a redemption payment of the remainder of the amount due pursuant to the agreement, at any time prior to the final required payment.

On-Site Parking.

(a) All parking lots, garages, and Parking Structures shall be located at the rear of all buildings.

(b) Parking Areas shall be accessed from side and back streets and from adjacent properties.

(c) Large Surface Parking Lots shall be visually and functionally segmented into several smaller lots through the use of structures and landscaping. Designs that

reduce visibility, especially between Parking Areas and business entrances, shall be discouraged.

(d) Surface Parking Areas shall be obscured from Frontages by a building or Street Screen.

(e) Existing Surface Parking Lots are intended to be reduced, over time, through redevelopment and/or construction of structured parking facilities.

(f) Parking Areas shall not abut street intersections or terminate a street vista. On-street parking shall not be closer than 25 feet to a street intersection, measured from the extended right-of-way lines.

On-Street Parking (Parallel Parking).

(a) On-street parking will be allowed on Opa-locka Boulevard.

(b) On-street parking located adjacent to a building or lot shall not count toward fulfilling the parking requirements for that building or function.

Off-Street Parking

a) *Dwelling, multiple-family*: One space per bedroom with maximum two spaces per dwelling unit for residents. An additional five percent of the total residents' spaces shall be provided for visitors.

b) *Hotels and motels, including clubs*: One parking space for each sleeping room. If, in addition to sleeping rooms, there are other uses operated in conjunction with and/or as part of the hotel/motel, additional off-street parking spaces shall be provided for such other uses as would be required by this section if such uses were separate from the hotel/motel to the extent of 35 percent of the off-street parking specified in this article for retail stores, offices, services, establishments, bars, restaurants, dining rooms, night clubs, cabarets, ballrooms, banquet halls meeting rooms, auditoriums.

c) *Commercial uses*: See LDR Sec. 22-155.

d) Developments that provide Affordable/ Elderly Housing may be reduced as stated below. In no event shall parking be reduced by more than thirty-five (35%) percent of the spaces required.

e) A maximum 35% reduction in required parking may be permitted within the HDOD pending administrative review.

Shared Parking.

- (a) The parking requirements for buildings containing more than one function shall be the total of the amount of parking required for each function.
- (b) Shared Parking Areas shall be located no further than one-quarter mile of the building or function utilizing the Shared Parking capacity.
- (c) Cross-access easements or similar mechanisms approved by the City Attorney shall be used to provide joint access between Shared Parking Areas.
- (d) In a Parking Structure or Garage, each above-ground level counts as a single Story regardless of its relationship to habitable Stories.
- (e) Parking Structures shall have Liner Buildings along primary frontages and landscape bufferyards adjacent to residential properties.
- (f) Vehicular entrances to parking lots, Parking Garages, and Parking Structures shall be no wider than 24 feet at the Build-to Line.
- (g) Pedestrian walkways shall be integrated, to the extent possible, into the interior and/or perimeter landscaping of parking lots; constructed with brick pavers, stamped concrete or a paved or similarly firm surface, at least six feet in width; and separated from vehicular and Parking Areas by grade, Curbing and/or vegetation, except for necessary ramps.
- (h) Pedestrian exits from all parking lots, garages, and Parking Structures shall be directly to a Build-to Line except underground levels which may be exited by pedestrians directly into a building.
- (i) Parking facilities and appurtenant driveways shall be designed to maximize the safety and convenience of pedestrians walking between parked cars and business entrances as well as between external points and locations on-site.

Loading and Service Areas.

- (a) Loading docks, solid waste facilities, recycling facilities and other service areas shall be located to the rear or side of a building in visually unobtrusive locations.
- (b) All trash and recycling service areas shall be enclosed so as not to be visible.
- (c) Loading docks and service areas shall be permitted on Frontages only by Administrative Approval.

Amenities. A minimum of one bicycle rack place shall be provided within a Pedestrian Zone for every ten vehicular parking spaces required by this Code within the Mixed-Use High and Mixed-Use Low districts.

Street requirements.

- a) Streets in the HDOD are intended to be inviting public spaces and integral components of community design. HDOD streets shall be organized according to a hierarchy based on function, size, capacity, and Design Speed. In descending order of importance, the hierarchy shall consider pedestrians as the most important, followed by cyclists, mass transit, and automobiles. All design elements must consistently be applied to calm automobile traffic and to facilitate pedestrian activity.
- b) The hierarchy of streets for the HDOD should adhere to Tables 2A. Public Frontages, 2B. Vehicular Thoroughfares, and 2C—2F. Thoroughfare Assemblies. The proposed hierarchy of streets shall be indicated on the submitted site plan with each street type being separately detailed.
- c) Specialty paving required for pedestrian areas and the HDOD entrance is detailed in Tables 2C—2F. Thoroughfare Assemblies.
- d) Streets may be comprised of segments. Each segment shall have the characteristic of one street type.
- e) The elements that comprise a street within the HDOD are listed below and are depicted in detail in Tables 2C—2F. Thoroughfare Assemblies.
 - A. Pedestrian Zone:
 1. Curb and Gutter.
 2. Planting Area.
 - (a) Street Trees.
 - (b) Shrubs.
 - (c) Ground Cover.
 3. Sidewalk.
 - (a) Optional Planting Area.
 - (b) Pedestrian Accessways, Paths or Passages.
 4. Street Furniture.
 5. Lighting.
 - B. Public Utility Equipment or Public Easement (required if determined to be necessary by the Planning & Community Development Director).
 - C. On-Street Parking.
 - D. Bicycle Lanes.
 - E. Travel Lanes.
 - F. Landscaped Medians.
- f) In the HDOD, Sidewalks in addition to street trees, planting areas and furnishings occur within the Pedestrian Zone, which is comprised of the Build-to Line and the right-of-way.

- g) Sidewalks are required on both sides the street except for a street on the undeveloped edge of a HDOD. Sidewalk requirements are listed in Tables 2C-2F. Thoroughfare Assemblies.
- h) The primary Facades of all buildings shall contain the primary pedestrian Entry and face a public street.
- i) The requirements for placement and types of street trees are specified in Table 4. Public Planting.
- j) Street trees shall be planted on both sides of the street except for a street on the undeveloped edge of the HDOD district.
- k) Depending on the street type, the planting area may contain the required landscaping, the required street trees, or a combination of both.
- l) The required planting area width may be combined with the required Sidewalk to expand the Sidewalk beyond the required width. In this scenario, the street trees must be placed in tree grates.
- m) Utilities shall be placed underground and should be located along Rights-of-Way ("ROWs").
- n) Curbs and gutters shall conform to the City's Engineering design standards.
- o) Parallel on-street Parking Areas (including area of adjacent paved gutter) shall be at least 7 feet wide for Residential streets and at least 7 to 8 feet wide for Primary and Secondary Streets, and at least 22 feet long for all streets.
- p) Angled on-street parking may be provided as long as wheel stops or Curbed Sidewalks are provided.
- q) On-street parking width shall include the adjacent paved gutter area. Curbed bulb-outs containing streets trees and/or other plantings are encouraged to be built at regular intervals and at all intersections within a dedicated on-street Parking Area.
- r) Where provided, Bicycle Lanes shall be at least four feet in width and shall be placed between on-street Parking Areas and travel lanes, or between the Curb and gutter and the travel lanes in the absence of on-street Parking Areas.
- s) City approved bus shelters shall be provided by the property owners or the City on all Primary Streets within the HDOD.

Cross reference— Minimum Parking Ratios, section 22-155; Off-street parking facilities; paving and drainage; lighting; landscaping; and minimum number of off-street parking spaces; off-street parking requirements for single-family residential and multifamily zoning districts, section 22-161.

(O) Building height limit.

The maximum building height shall be no higher than 75 feet, no more than seven stories and shall comply with Federal Aviation Administration Regulations, Part 77 and to ensure safety and livability.

(P) Building site area required.

Commercial or office use only, all floors:

The minimum building site area required shall be a lot or parcel of land 10,000 square feet in area.

Mixed use:

Mixed-use building site area will be determined by FAR as specified under subsection (Q).

(Q) Floor area limitations.

All buildings within this category shall be limited to a floor area ratio (FAR) as listed:

Height of Building	Floor Area Ratio
1 story	0.4
2 story	0.6
3 story	0.8
4 story	1
5 story	1.2
6 story	1.4
7 story	1.6
8 story	1.8
9 story or over	2

(R) Maximum Allowable Density and Square Footage Requirements.

Parcels located in the HDOD may be developed as follows:

1. Residential density shall not exceed one hundred and fifty (150) units per acre
2. Nonresidential developments shall be not less than a floor area ratio of 0.15 and shall not exceed a floor area ration of 3.0.

Commercial or office use only, all floors:

The minimum first floor area of a commercial building in this district shall be 1,500 square feet.

Mixed use:

In addition to the floor area required for the first floor of commercial or office use, the minimum square footage requirement for the upper-floor residential dwellings shall be as follows:

- a) One bedroom – 550 sq. ft. minimum
- b) Two bedroom – 725 sq. ft. minimum
- c) Studio Units – 450 sq. ft. minimum (Seniors Only) capped at 30 percent

Also, the following maximum percentage allocation of total residential area to ground floor business area, per development, shall apply:

Residential: 67 percent (i.e., a 2:1 ratio between residential and business, respectively.)

Front yard. Front yard required for a building designed for commercial or mixed use. All buildings shall be built to the front property line except as follows:

1. A landscaped setback of 15 feet may be permitted for beautification purposes only, at the option of the property owner.
2. Projections beyond the face of the building (such as upper floors that cantilever beyond the footprint of the lower level) cannot extend beyond the front property line.

Side yard required. No side yard is required for a building designed for either commercial or mixed use, except where required for protective screening, as required in subsection (M) below.

Projections beyond the face of the building (such as upper floors that cantilever beyond the footprint of the lower level) cannot extend beyond the side property lines.

Rear yard required for a building designed for commercial or mixed use. There shall be a rear yard consisting of an area which is not less than 30 percent of the lot or building site to be improved. In order to provide space for drains and other uses, except in those cases where the lot or building site abuts upon a dedicated alley which has a width of not less than 40 feet, in which case the rear yard may be 20 percent of the lot or building site area.

(S) Protective screening.

Where any lot in this district adjoins a residential district, a five-foot strip of land adjoining the boundary of the residential district shall be set aside and used for planting or walls by the owner of the commercial or mixed-use lot at his expense, to form an effective screen for the protection of the residential area. No structure, except the screen or wall, or utilities or drainage facilities, shall be placed or permitted in the area. No vehicular access shall be permitted over the area, except for the installation or maintenance of screening, utilities, and drainage facilities.

(T) Open space and landscaping requirements.

- (a) Notwithstanding any provision of this Code to the contrary, each site shall provide a minimum of 12 percent of its net lot area as landscaped open space, except where this requirement is modified per subsection (b) and/or subsection (c).
- (b) In-lieu of providing all or a portion of the landscaped open space required by subsection (a), a property owner may choose to aggregate all or a portion of required landscaped open space together on one site within the HDOD. In order to utilize this option, said aggregated space must be readily accessible to the public, must be a minimum of one-quarter acre, and must be approved through the site plan review process. Additionally, where this option is utilized, in whole or in part, to meet the required landscaped open space for residential uses in the HDOD, said space may be counted toward any land dedication otherwise needed to meet the requirements of parks concurrency. When this option is utilized, a covenant running with the land encumbering all properties involved, and in a form acceptable to the City Manager and the City Attorney, shall be recorded among the public records. The burden shall be on the property owner and/or applicant to demonstrate compliance with landscaped open space requirements, and to produce any documentation as necessary. However, notwithstanding the provisions of this subsection, sufficient landscaping shall be provided on-site to appropriately complement building architecture and other functions on each site, as determined through the site plan review process, and to meet other explicit requirements of this Code.
- (c) Where a building includes a habitable rooftop, including but not limited to a recreation area or outdoor dining space, said habitable rooftop area shall be counted toward the amount of land required for landscaped open space per subsection (a).
- (d) Except as provided in subsection (e), each site shall provide the number of trees, shrubs and other landscape materials as provided in article VII Landscaping and Tree Preservation. However, placement of trees, shrubs and other landscape materials shall be determined through the site plan review process, consistent with the site plan review standards in Section 22-56.
- (e) Where all required trees and shrubs cannot be provided on-site, the property owner may choose a cash in-lieu payment to the city instead of providing that portion of trees or shrubs that cannot be provided on-site, subject to approval by the city commission. In order to utilize this provision, the property owner shall provide to the city a good faith estimate, at the prevailing market rate as approved by the City Manager, of the cost to purchase and install that portion of trees and shrubs that cannot be provided on-site, which shall constitute the amount of the required payment. The city may only use these funds in furtherance of projects identified in the adopted Beautification Master Plan that are within the HDOD. If there are no projects in the HDOD for which these funds may be utilized, the city shall not accept the cash in-lieu, and the property owner/developer shall either modify the proposed project to accommodate the required trees and

shrubs, or apply for a variance. However, notwithstanding the provisions of this subsection, sufficient landscaping shall be provided on-site to appropriately complement building architecture and other functions on each site, as determined through the site plan review process, and to meet other explicit requirements of this Code.

- (f) If a plaza or courtyard is placed in the front or side street setback between any street type and a building, as provided for in (Q)1, said plaza/courtyard shall remain open to the public except in the case of emergencies or in the case of special events, as approved by the city in accordance with Section 22-135. Said plaza/courtyard may be counted as open space, including as aggregated open space per subsection (b).

(U) Off hours security devices.

The use of shutters, awnings, gates, panels or sheets or any other device meant to provide off hours premises security is prohibited. Notwithstanding the foregoing, the provisions contained in sec. 22-118 of the LDR relating to storm protection, shall remain applicable to all district properties. Exterior mounted security gates or solid roll down metal windows shall not be permitted. Link or grill type security devices shall be permitted only if installed from the inside, within the window or doorframe. Other types of security devices fastened to the exterior walls are not permitted.

City of Opa-locka Code of Ordinance

Article I

Sec. 7-1. Florida Building Code applicable.

Pursuant to F.S. § 553.73, and the provisions of the Miami-Dade County Municipal Code, Chapter 8, the Florida Building Code, as amended from time to time, is hereby adopted as the building code of the city. The Florida Building Code includes the following four (4) volumes: Building, plumbing, mechanical, and fuel gas, and all appendices thereto, with the National Electrical Code adopted by reference. The Florida Building Code addresses container use as building structures for Residential, Commercial, Industrial and Mixed-Uses which was adopted by Miami-Dade County in Code of Ordinance Section 33-32. In the City of Opa-locka, this is applicable in Residential, Commercial, Industrial, Civic and Mixed-Use Zoning Districts.

(Code 1955, § 8-8; Ord. No. 18-07, § 2, 7-11-18)

(Code 1955, § 8-8; Ord. No. 18-07, § 2, 7-11-18)

Miami-Dade County Code

Sec. 33-32. - Limitations and restrictions on use of metal covering for buildings and additions.

The limitations and restrictions on the use of metal covering for buildings and additions are as follows:

- (a) That such metal buildings, their components and their use shall conform in every respect with all applicable provisions of the South Florida Building Code.
- (b) That metal sandwich-type panel units, which are approved as conforming to the standards of the South Florida Building Code shall be permitted for construction of all buildings in all zoning districts; provided, the exterior metal walls shall have a noncorrosive surface with a secondary finish, shop or field applied, or integral finish which will not reflect more than sixty (60) percent of the incident light.
- (c) That approved architecturally shaped metal structural sheets may be used for exterior wall and roof covering of buildings in BU and IU Districts and for nonresidential use buildings in the AU District and for nonresidential accessory use buildings in the RU and EU Districts, provided the same, and the use thereof are approved as conforming with all requirements of the South Florida Building Code and the proviso portion of Subsection (b) above.
- (d) Nonstructural aluminum exterior wall lap siding with baked enamel or other approved finish, which is approved as complying with standards of the South Florida Building Code, shall be permitted as veneer siding in all zoning districts.
- (e) This section is not intended to amend, repeal, modify or supersede Article V, Chapter 33 or Section 33-246(23) of this Code or to prevent the use of metal shingles as roofing, if such shingles are approved as complying with the standards of the South Florida Building Code. It is intended, however, that the provisions of this section shall supersede all reference in Chapter 33 of the Code of Miami-Dade County to requirements for masonry construction, and that type of construction shall be governed by the provisions of this section and the South Florida Building Code.

(Ord. No. 57-19, § 28, 10-22-57; Ord. No. 61-14, § 1, 4-11-61; Ord. No. 65-22, § 2, 4-6-65)







ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING APPROVAL FOR THE RENAMING OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT, TO THE "OPA-LOCKA POLICE DEPARTMENT TIMOTHY HOLMES HEADQUARTERS"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 19-26 of the City of Opa-Locka's Code of Ordinances, no public facility or street located in or owned by the City of Opa-Locka shall be named or renamed except in accordance with the applicable renaming procedures; and

WHEREAS, Section 19-28 of the City of Opa-Locka's Code of Ordinances requires that City Commission, sitting as the renaming committee, to consider the following:

- i) the cost that changing the name of any street will have on existing property owners that may be impacted;
- ii) whether any outstanding liens are owned by the person under consideration for the name change;
- iii) have a discussion that one or more of the following minimum criteria can be established prior to passage a) Whether the name presented for renaming or the event represents a person or event of national recognition, significant and importance; or whether the name presented for renaming has contributed in a significant way to development and progress of the city and its residents; and

WHEREAS, the City Commission of the City of Opa-Locka desires to redesignate the Opa-Locka Police Station in recognition of Timothy Holmes' continued support for the City of Opa-Locka ("City") and as a long-time resident and Elected Official of Opa-Locka; and

WHEREAS, Former Commissioner Timothy Holmes has played a significant role in the progression of the City and has fought for change in the community. He has served as a mentor and has volunteered countless hours to the City. Having been referred to as the "Police Commissioner", it is deemed appropriate to redesignate this as the Opa-Locka Police Department Timothy Holmes Headquarters; and

WHEREAS, the allocation of Three Thousand, Five Hundred Dollars (\$3,500.00) will be established to provide the appropriate recognition of Commissioner Timothy Holmes' service to the City. This expenditure will be funded through in-kind donations; and

WHEREAS, Section 19-29 of the City of Opa-Locka's Code of Ordinances requires, among other things, a public hearing before passage of this Ordinance with notice published at least ten (10) days prior to the hearing in a newspaper of general circulation within the City; and

WHEREAS, the City Commission finds that it is in the best interest of the City to re-designate the City of Opa-Locka Police Department, to the "Opa-Locka Police Department Timothy Holmes Headquarters."

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

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

Section 2. The City Commission of the City of Opa-Locka hereby approves the renaming of City of Opa-Locka Police Department, within the City of Opa-Locka to the "Opa-Locka Police Department Timothy Holmes Headquarters."

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

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

PASSED FIRST READING this ____ day of _____, 2025.

PASSED SECOND READING this ____ day of _____, 2025.

John H. Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date:	01.08.2025		Item Type:	Resolution	Ordinance
			(Enter X in box)		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	X
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes	
				X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name	Commissioner Santiago		Department:	City Commission	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA RE-DESIGNATING THE OPA-LOCKA POLICE STATION AS THE OPA-LOCKA POLICE DEPARTMENT TIMOTHY HOLMES HEADQUARTERS .

Staff Summary:

History: The City Commission desires to redesignate the Opa-locka Police Station in recognition of Timothy Holmes' continued support for the City and as a long-time resident and Elected Official of Opa-locka. Former Commissioner Timothy Holmes has played a significant role in the progression of the City and has fought for change in the community. He has served as a mentor and has volunteered countless hours to the City. Having served as the Police Commissioner, it is deemed appropriate to redesignate this as the Opa-locka Police Department Timothy Holmes Headquarters.

Financial Impact – The allocation of \$3,500 will be established to provide the appropriate recognition of Commissioner Timothy Holmes' service to the City. This expenditure will be funded through in-kind donations.

Proposed Action:

Staff recommends the City Commission approve the legislation designating the Opa-locka Police Station as Opa-locka Police Department Timothy Holmes Headquarters.

Attachment:

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE III, DIVISION 3, SECTION 2-132(A), ENTITLED "CALLING AND NOTICE"; ARTICLE VI, DIVISION 1, SECTION 2-316(3)(B), ENTITLED "ADMINISTRATIVE POLICIES; POWERS, DUTIES AND FUNCTIONS OF CITY MANAGER"; ARTICLE VI, DIVISION 1, SECTION 2-320.2(D)(1), ENTITLED "CONE OF SILENCE"; CHAPTER 8.5, SECTION 8.5-3(B), ENTITLED "RESOLUTION CALLING ELECTION REQUIRED; CONTENTS; PUBLICATION"; ARTICLE V, SECTION 13-102(A), ENTITLED "SALE OF SEIZED MACHINE; DISPOSITION OF MONIES"; ARTICLE III, SECTION 19-29(B), ENTITLED "PUBLIC HEARING AND NAMING BY CITY COMMISSION; REFERENDUM"; ARTICLE III, DIVISION 1, SECTION 21-110(F), ENTITLED "EXCEPTION FOR INTERIM PACKAGE TREATMENT FACILITIES", TO ELIMINATE THE REQUIREMENT FOR NEWSPAPER PUBLICATION; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain Florida statutory provisions require that public notices and advertisements of a municipality be given in the manner prescribed by state statute ("Legal Notices"); and

WHEREAS, specifically, Chapter 50, Florida Statutes, previously provided that legal notices were required to be published in a newspaper, and meet certain minimum requirements; and

WHEREAS, the City of Opa-Locka ("City"), consistent with the aforementioned statutory provisions, advertised and published its Legal Notices in newspapers of general circulation, which publication requirements are also incorporated into the City's Code of Ordinances ("Code"); and

WHEREAS, effective January 1, 2023, pursuant to House Bill 7049, Chapter 50, Florida Statutes, was amended to permit municipalities to publish all required Legal Notices on a "publicly accessible website", in lieu of utilizing a newspaper, as specified in Section 50.0311, Florida Statutes; and

WHEREAS, for purposes of Legal Notice under the newly amended Section 50.0311, Florida Statutes, “publicly accessible website” means a county’s official website or other private website designated by a county for the posting of Legal Notices and advertisements that is accessible via the Internet; and

WHEREAS, Miami-Dade County (the “County”) is in the process of designating a County-wide website for Legal Notices, as required in Florida Statutes, which the City is able to utilize for Legal Notices; and

WHEREAS, the newspaper historically utilized by the City for purposes of publishing its Legal Notices will no longer be providing said service, and with limited options available, and the significant costs associated with publishing on the one (1) remaining newspaper option in the City, the City Council finds that it is in the best interest in the City to avail itself of the ability to publish its Legal Notices on a publicly accessible website provided by the County for said purposes, as specified in Section 50.0311, Florida Statutes; and

WHEREAS, the City will proceed to publish annual notices in a newspaper of general circulation directing residents to the City’s online notices as required in Florida Statutes, and also providing notice that property owners and residents may receive legal notices from the City by first-class mail or e-mail upon registering with the City; and

WHEREAS, in furtherance of publishing Legal Notice utilizing a publicly accessible website in lieu of a newspaper, as permitted by the recent amendments to Florida Statute, the City’s Code needs to be amended accordingly; and

WHEREAS, the City Commission desires to amend the City of Opa-Locka’s Code of Ordinances as provided herein.

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

Section 1. Adoption of Representations.

The foregoing “Whereas” clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article III, Division 3, Section 2-132(a), entitled “Calling and notice” to eliminate the requirement for newspaper publication and shall read:

(a)No action on any application shall be taken by any board or agency until a public hearing has been held upon at least seven (7) days' notice of the time and place of such hearing, published in ~~a daily newspaper of general circulation~~

accordance with applicable Florida Law, in Dade County, which publication shall include the time and place of the hearing before the proper board or agency.

Section 3. Amending Article VI, Division 1, Section 2-316(3)(b), entitled “Administrative policies; powers, duties and functions of city manager”, to eliminate the requirement for newspaper publication and shall read:

(b) Development of procedures for the releasing of invitation for bids and request for proposals which shall include, but not be limited to, notice ~~a local newspaper of general circulation~~ in accordance with applicable Florida Law, twenty-eight (28) days prior to the date set for submittal of bids or proposals.

Section 4. Amending Article VI, Division 1, Section 2-320.2(d)(1), entitled “Cone of silence”, to eliminate the requirement for newspaper publication and shall read:

(1)Imposition. A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised in a ~~newspaper of general circulation~~ accordance with applicable Florida Law. At the time of imposition of the cone of silence, the city manager or his/her designee shall issue a notice thereof to the affected department, the city clerk, the city attorney, mayor and city commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.

Section 5. Amending Chapter 8.5, Section 8.5-3(b), entitled “- Resolution calling election required; contents; publication”, to eliminate the requirement for newspaper publication and shall read:

(b) Publication. The commission shall further authorize and direct the city clerk to give notice of the adoption of such resolution and of the provisions thereof hereinbefore prescribed, by and through the publication of an appropriate advertisements in a ~~daily newspaper of general circulation in the city~~ accordance with applicable Florida Law, at least fifteen (15) days before the day upon which such municipal election is to be held.

Section 6. Amending Article V, Section 13-102(a), entitled “Sale of seized machine; disposition of monies”, to eliminate the requirement for newspaper publication and shall read:

(a)After the expiration of the ninety (90) day period, the chief of police shall sell any unredeemed machine seized by him pursuant to section 13-100 at public sale

after ten (10) days' notice in writing to the owner if he can be found, and by advertisement in a ~~newspaper of general circulation in the city~~ accordance with applicable Florida Law.

Section 7. Amending Article III, Section 19-29(b), entitled "Public hearing and naming by city commission; referendum", to eliminate the requirement for newspaper publication and shall read:

(b) Notice of a public hearing regarding the naming of a public facility or street shall be published at least ten (10) days prior to the hearing in a ~~newspaper of general circulation within the city~~ accordance with applicable Florida Law.

Section 8. Amending Article III, Division 1, Section 21-110(F), entitled "Exception for interim package treatment facilities", to eliminate the requirement for newspaper publication and shall read:

(F)SERVICE OF NOTICES, PROCESS. That any person who has apparent authority or control, actual or constructive, of the premises, shall be constituted and construed to be the agent of the applicant or its successors and assigns for the purposes of any notices served by the city or for service or process of the enforcement of conditions, representations and agreements contained herein, and such notices shall be deemed also to have been properly served if delivered to the premises of the said applicant or his assigns, or if mailed to the owner of the property or directed to, left or delivered to his address as shown on the records of the city. All notices relating to the operation and maintenance of such facilities affecting or likely to affect more than one owner, user or tenant shall be deemed to have been properly given or served on all such parties if advertised at least once in a ~~newspaper of general circulation within the city~~ accordance with applicable Florida Law.

Section 9. Conflict & Repealer.

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

Section 10. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 11. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 12. Scrivener's Errors

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

Section 13. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this ____ day of _____ 2025.

PASSED SECOND READING this ____ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Sponsored By: City Clerk

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice-Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Manager:	Joanna Flores		Department Director Signature:				
Interim City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	01/08/2025		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# :	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X		Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☒				
Sponsor Name	City Clerk		Department:	City Clerk			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING THE CODE WHERE NECESSARY TO DELETE ALL REFERENCES TO PUBLIC LEGAL NOTICES IN A NEWSPAPER OF GENERAL CIRCULATION AND TO EXPAND ITS OPTIONS FOR PUBLICATION TO INCLUDE PERMITTED SOURCES UNDER CHAPTER 50, FLORIDA STATUTES.

Staff Summary:

In accordance with Miami-Dade County's adoption of Resolution R-693-24, the City is no longer required to solely advertise in the local general circulation newspaper. Chapter 50 of the Florida Statutes allows for the City to expand its options for publication through permitted sources. Therefore, the City Commission desires to amend the City's Code, where necessary, to delete all references to public legal notices within newspaper advertisements.

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

Proposed Action:

Staff recommends the approval to amend the City's Code referencing public legal notices in a newspaper of general circulation.

Attachment:

1st Reading/Public Hearing:

2nd Reading/Public Hearing:

Adopted:

Effective Date:

Sponsored By: Interim City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC d/b/a SOUTH FLORIDA SCHOOL OF EXCELLENCE TO OCCUPY RENTAL SPACE AT 780 FISHERMAN STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; CONFLICTS OF LAW, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 2022-15, the City of Opa-Locka ("City") entered into an agreement with SFSE d/b/a South Florida School of Excellence ("Tenant") to occupy space within the Municipal Complex; and

WHEREAS, the South Florida School of Excellence currently utilizes the second-floor space to operate an educational facility that offers services for special education, gifted and autistic students; and

WHEREAS, the most recent agreement term commenced on October 1, 2022 and terminated on September 30, 2024. The school has remained in its rental space on a month-to-month arrangement; and

WHEREAS, SFSE desires to continue its current lease of the space at 780 Fisherman Street, specifically Suites 210, 220, and 250; and

WHEREAS, it is the desire of the City Commission to execute a lease agreement for an additional two-year period; and

WHEREAS, the new term is for a two (2) year period with a monthly base rent of Three Hundred Seven Thousand Twenty-Three Dollars and Ninety Four Cents (\$307,023.94) for the first year and Three Hundred Fifteen Thousand Four Hundred Eighty-Four Dollars and Sixty Six Cents (\$315,484.66) for the second year; and

WHEREAS, Tenant shall also be responsible for a Proportionate Share of 4.72% of space in calculating the monthly rent; and

WHEREAS, the City desires to enter into a Lease Agreement with SFSE for a portion of the property located at 780 Fisherman Street, in the City of Opa-Locka, pursuant to the terms and conditions set forth in the Lease Agreement, attached hereto as Exhibit “A”; and

WHEREAS, the City Commission of the City of Opa-Locka has determined that entering into the Lease Agreement is in the best interest of the residents of the City.

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

SECTION 1. RECITALS ADOPTED

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to execute a lease agreement, attached hereto as Exhibit “A”, with SFSE LLC d/b/a South Florida School of Excellence for space located at 780 Fisherman Street, under the terms and conditions set forth in Exhibit “A” hereto.

SECTION 3. SCRIVENER’S ERRORS

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

SECTION 4. CONFLICT & REPEALER

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

SECTION 5. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor’s Designee.

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

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson			CM Signature:			
Commission Meeting Date:	12.11.2024		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
					X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X						
				Public Hearing: (Enter X in box)	Yes	No	Yes
					X		X
Funding Source: Account#:	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X					
Sponsor Name	Interim City Manager		Department:	City Manager			

Short Title:

An ordinance of the City Commission of the City of Opa-locka authorizing the Interim City Manager to execute a lease renewal agreement with SFSE LLC dba South Florida School of Excellence for rental space located within the Municipal Complex for a period of two years.

Staff Summary:

Pursuant to Ordinance No. 2022-15, the City entered into an agreement with SFSE dba South Florida School of Excellence to occupy space within the Municipal Complex. The South Florida School of Excellence currently utilizes the second-floor space to operate an educational facility that offers services for special education,

gifted and autistic students. The most recent agreement term commenced on October 1,2022 and terminated on September 30,2024. It is the desire of the City Administration to renew this lease agreement for an additional two- year period.

Financial Impact – The lease will generate \$307,024 in revenue for FY 2025 and \$315,485 for FY 2026. These funds will assist in supporting the operations of the Town Center facility and are already included in the FY 2025 budget.

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to execute this lease renewal agreement.

Attachment:

Draft Lease Agreement

A Lay’s potato chip recall involves Walmart and other stores. Here’s what to know

BY DAVID J. NEAL
dneal@miamiherald.com

Frito-Lay announced a recall of Lay’s Classic Potato Chips in Party Size bags, but it affects chips sold in only two states. The company’s recall notice says a customer alerted Frito-Lay that milk might be present as an

allergen not declared in the packaging. Ingredients listings declare the allergens present in food products. This covers bags that went to distributors and online sellers in two states, Oregon and Washington, and went on sale Nov. 3. Among the nation’s leading grocery sellers, No. 1 Walmart posted a list of

stores that received the recalled bags and No. 2 Kroger stated it involves only its QFC and Fred Meyer chains. To identify recalled bags, look for a “Guaranteed Fresh” date of Feb. 11, 2025, and manufacturing codes that start with “6462307” or “6463307.” Call 800-352-4477 weekdays for questions.

Man found shot in the leg in Florida City, airlifted to hospital, police say

BY MILENA MALAVER
mmalaver@miamiherald.com

A man was found shot in the leg in Florida City early Thursday, according to police. Officers responded around 1 a.m. to the area of

825 W. Lucy St., where they discovered the injured man, said Sgt. David Hunsberger. Police provided emergency medical aid until Miami-Dade Fire Rescue arrived and airlifted the

victim to the Ryder Trauma Center at Jackson South. Police say the man is expected to survive. No additional information has been released as the investigation continues. — MILENA MALAVER



TOWN OF BAY HARBOR ISLANDS NOTICE OF REGULAR COUNCIL MEETING

Please take notice that on Wednesday, January 8, 2025, at approximately 7:00 p.m., or as soon thereafter, the Town Council of the Town of Bay Harbor Islands will hold a Zoom/Hybrid Regular Council Meeting where a quorum of the Town Council will be physically present, at Morris N. Broad Community Center, 1175 95th Street, Bay Harbor Islands, Florida. During this meeting the proposed ordinance with the title stated below will be considered for enactment on second reading:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN’S CODE OF ORDINANCES RELATED TO NUISANCES OF CONSTRUCTION ACTIVITIES; AMENDING THE ARTICLE II OF CHAPTER 12 ENTITLED NOISE; AMENDING SECTION 12-21 ENTITLED DEFINITIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The meeting may be viewed by logging on through the Zoom platform as follows:

Zoom Link: <https://us06web.zoom.us/j/89187101864>

Meeting ID: 891 8710 1864

In addition, any member of the public who does not wish, or is unable to participate in person or through the Zoom video conferencing platform but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free numbers: 877 853 5247 or 888 788 0099.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, that person will need a record of the proceedings and, for such purpose, 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.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding should contact the Clerk’s office at 305-866-6241 at least seven days prior to the date of the meeting.

The proposed ordinance is available for inspection in the Office of the Town Clerk at 1030 95th Street, Bay Harbor Islands, Florida 33154, during regular hours from 9:00 a.m. to 5:00 p.m. Interested parties may appear at the meeting and be heard with respect to the proposed ordinances.

Yvonne P. Hamilton, CMC
Town Clerk



CITY OF HIALEAH PUBLIC HEARING JANUARY 14, 2025

THE HIALEAH CITY COUNCIL AT ITS REGULARLY SCHEDULED MEETING OF DECEMBER 10, 2024 APPROVED THE FOLLOWING PROPOSED ORDINANCES ON FIRST READING. SECOND READING AND PUBLIC HEARING FOR FINAL ADOPTION WILL BE HELD ON JANUARY 14, 2025.

ALL INTERESTED PARTIES ARE INVITED TO PARTICIPATE. THE MEETING WILL BEGIN AT 5:30 P.M. THE PROPOSED ORDINANCES WILL BE AVAILABLE FOR INSPECTION AND COPYING AT THE OFFICE OF THE CITY CLERK, 3rd FLOOR, 501 PALM AVENUE, HIALEAH, FL., FROM 8:30 A.M. TO 5:00 P.M. (Note: Due to the Miami Herald’s deadline, ordinances that are tabled, denied or withdrawn will appear in this advertisement).

ORDINANCE AMENDING IN PART CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF HIALEAH ENTITLED "ADMINISTRATION," ARTICLE III ENTITLED "BOARDS, COMMISSIONS, AND COMMITTEES," DIVISION 7 ENTITLED "CHARTER SCHOOL OVERSIGHT COMMITTEE" SECTION 2-755, TO BE ENTITLED "RIGHTS, DUTIES AND OBLIGATIONS" AMENDING THE TRANSFER OF OPERATION AND SUPERVISION OF THE CITY’S SPONSORED CHARTER SCHOOL, THE CITY OF HIALEAH EDUCATIONAL ACADEMY ("COHEA") TO A VOLUNTARY NON-PROFIT BOARD, CITY OF HIALEAH EDUCATION ACADEMY, INC. OR ANY SUCCESSOR NON-PROFIT ORGANIZATION AUTHORIZED UNDER STATE LAW TO OPERATE A FLORIDA CHARTER SCHOOL; AND REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE APPROVING A FINAL PLAT OF LANE SUBDIVISION; ACCEPTING ALL DEDICATION OF AVENUES, STREETS, ROADS OR OTHER PUBLIC WAYS, TOGETHER WITH ALL EXISTING AND FUTURE PLANTING OF TREES, SHRUBBERY AND FIRE HYDRANTS; PROPERTY LEGALLY DESCRIBED HEREIN; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE APPROVING A FINAL PLAT OF LAGO VISTA; ACCEPTING ALL DEDICATION OF AVENUES, STREETS, ROADS OR OTHER PUBLIC WAYS, TOGETHER WITH ALL EXISTING AND FUTURE PLANTING OF TREES, SHRUBBERY AND FIRE HYDRANTS; PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A"; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Persons wishing to appeal any decision made by the City Council with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, 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.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding should contact the Office of the City Clerk at (305) 883-5820 for assistance no later than two (2) days prior to the meeting. If hearing impaired, telephone the Florida Relay Service numbers (800) 955-8771 (TDD), (877) 955-8773 (SPANISH) or (800) 955-8770 (VOICE).

Marbelys Fatjo, Esq., CMC
City Clerk



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Regular Commission Meeting on **Wednesday, January 08, 2025 at 7:00 p.m.**, in the City Commission Chambers at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida, to consider the following item for final adoption:

SECOND READING ORDINANCE / PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on November 13, 2024).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC d/b/a SOUTH FLORIDA SCHOOL OF EXCELLENCE TO OCCUPY RENTAL SPACE AT 780 FISHERMAN STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 11, 2024).

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on the scheduled meeting date.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

Joanna Flores, CMC
City Clerk
City of Opa-locka

Lease Agreement

SFSE LLC d/b/a/ South Florida School of Excellence

DATE OF LEASE COMMENCEMENT:

As of February 1, 2025

- A. LANDLORD:** City of Opa-locka
780 Fisherman Street
Opa-locka, Florida 33054
- B. TENANT:** SFSE LLC d/b/a South Florida School of Excellence
- C. ADDRESS OF LEASED PREMISES:** 780 Fisherman Street, Ste. 210, 220, and 250
Opa-locka, Florida 33054
- D. LEASED PREMISES:** 17,375 rentable sq. ft.
- E. LEASE DATE:** February 1, 2025
- F. LEASE TERM:** Two (2) years
- G. RENT:**
- Suite 210 (6,511 sq. ft.) Base rent is \$15.50 per sq. ft. The rent shall be \$8,410.04 per month for year one (\$100,920.48 per year).
Base rent will be increased by 3% each year.
- Suite 220 (4,274 sq. ft.) Base rent is \$15.50 per sq. ft. The rent shall be \$5,520.58 per month for year one (\$66,246.96 per year).
Base rent will be increased by 3% each year.
- Suite 250 (6,590 sq. ft.) Base rent is \$15.50 per sq. ft. The rent shall be \$8,512.08 per month for year one (\$102,144.96 per year).
Base rent will be increased by 3% each year.
- Tenant is also responsible for paying their Proportionate Share which is 4.72% of the monthly rent.

**H. COMMON AREA
MAINTENANCE, TAXES
AND INSURANCE:**

Landlord will insure the building and will maintain in good repair the building and all common areas, including the parking areas, sidewalks and exterior landscaped areas. Commencing on February 1, 2025, Tenant will pay its prorated share of increases in Landlord's cost for real estate taxes, insurance, management fees, utilities and common area maintenance over a base year of 2024. Such charges shall be payable in equal monthly installments on the first day of each month and will be adjusted annually, such adjustment to be effective as of February 1 of each year. Tenant shall pay for all electricity used at the premises, which shall be separately metered in Tenant's name.

I. PARKING:

Landlord shall provide sufficient parking for Tenant's intended use.

**J. LANDLORD SERVICES DURING
THE TERM:**

Landlord shall perform the following during the Term.

- Cleaning and janitorial services will be provided in the common areas of the building.
- Maintenance and repair of the exterior of the Building and the Building grounds, including shrubbery and the parking lot area.
- Security service for the Building.

K. REPAIRS:

Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as may be necessary to keep them in serviceable condition.

LEASE AGREEMENT

**DATE OF LEASE
EXECUTION:
As of February 1, 2025**

ARTICLE 1 REFERENCE DATA

- 1.1 SUBJECTS REFERRED TO: Each reference in this Lease to any of the following terms shall incorporate the data stated for that subject in this Section
 - 1.1.1 LANDLORD: City of Opa-locka
 - 1.1.2 MANAGING AGENT: City of Opa-locka, 780 Fisherman Street, Opa-locka, Florida 33054
 - 1.1.3 TENANT: SFSE LLC d/b/a South Florida School of Excellence
 - 1.1.4 TENANT'S ADDRESS (FOR NOTICE & BILLING): The Premises
 - 1.1.5 LOT: The parcel of land at 780 Fisherman Street, Opa-locka, Florida 33054, on which the Building is located
 - 1.1.6 TENANT'S SPACE: Suites 210, 220, and 250 located on the second floor of the building, as shown on the floor plan attached hereto as Exhibit A
 - 1.1.7 RENTABLE FLOOR AREA OF TENANT'S SPACE: Approximately 17,375 square feet
 - 1.1.8 TENANT'S PROPORTIONATE SHARE: 4.72%
 - 1.1.9 TENANT: The Tenant will be responsible for paying property taxes on its condominium units to the City in the amount not to exceed \$25,000.
 - 1.1.10 EFFECTIVE DATE: The date of lease execution set forth on the first page hereof.
 - 1.1.11 TERM COMMENCEMENT DATE: February 1, 2025

TERM EXPIRATION DATE: January 31, 2027
 - 1.1.12 ANNUAL AND MONTHLY BASE RENT INSTALLMENTS: Base rent and Proportionate Share is due on the first day of each month.

1.1.13 PERMITTED USE: School

1.1.14 BROKERS: None

1.2 EXHIBITS AND SCHEDULES: The exhibits and schedules listed below in this Section are incorporated in this Lease by reference and are to be constructed as part of this Lease.

EXHIBIT A: Floor Plan of Premises

EXHIBIT B: Rules and Regulations

Upon the signatures of the authorized agents, the parties hereby acknowledge:

1. The Lease shall allow the school to operate on the 2nd floor of the building located at 780 Fisherman Street, Opa-locka, FL 33054. The rentable floor area will be 17,375 sq. ft.
2. The Lease shall extend the term of the lease from October 1, 2022 - September 30, 2024, to February 1, 2025 – January 31, 2027.
3. Effective February 1, 2025, the monthly rent shall be \$22,442.70, which is \$15.50 per sq. ft. Tenant is also responsible for paying its Proportionate Share which is 4.72% (\$1,059.29) per month.

ARTICLE 2

PREMISES AND TERM

2.1 PREMISES: Subject to and with the benefit of the provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, Tenant's Space in the Building located on the Lot, excluding exterior faces of exterior walls, the common facilities and building service fixtures and equipment serving exclusively or in common other parts of the Building. Tenant's Space, with such exclusions, is referred to in this instrument as the "**Premises**". The Lot and the Building are sometimes referred to in this instrument as the "**Property**".

2.1.1 Tenant shall have, as appurtenant to the Premises, the right to use in common with others entitled thereto, subject to reasonable rules of general applicability to tenants of the Building from time to time made by Landlord of which Tenant is given notice, common facilities included in the Building or on the Lot, including use of the parking areas, as set forth below to the extent from time to time designated by Landlord and the Building and service fixtures and equipment serving the Premises.

2.1.2 Tenant shall have use of the parking areas provided for the common use of all tenants and their guests, subject to rules and regulations which may be promulgated by Landlord from time to time.

2.1.3 Landlord reserves the right from time to time, without unreasonable interference with Tenant's use, (a) to install, repair, remove, use, maintain and relocate for service to the Premises and to other parts of the Building or either building, service fixtures and equipment wherever located in, the Building and (b) to alter or relocate any other common facility, including the parking areas, provided that substitutions are substantially equivalent or better.

2.1.4 TERM: To have and to hold for the term beginning on the Commencement Date and ending on the Expiration Date (the "**Term**"), unless sooner terminated as provided herein below, in Section 7.1 or in Article 9. See Section 4.1 below relative to the Rent Commencement Date.

ARTICLE 3

CONSTRUCTION

3.1 DELIVERY OF PREMISES: Landlord shall deliver the Premises to Tenant with the Premises finished as described in Schedule 3.1.

3.2 ACCESS: Landlord shall permit Tenant access for installing equipment and furnishings in the Premises prior to the Commencement Date when it can be done without material interference with remaining work. Such access shall be subject to the provisions of this Lease, except for payment of Base Rent. Tenant shall indemnify and save Landlord harmless from and against any and all loss, liability, damage, cost and expense, including without limitation attorneys' fees and costs, claimed for or actually arising from, growing out of or related to any act, negligence or failure to act of Tenant or anyone entering the Premises or Building with Tenant's permission. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors. The provisions of this Section shall survive the termination of this Lease.

3.3 GENERAL PROVISIONS APPLICABLE TO CONSTRUCTION: All construction work required or permitted by this Lease, whether by Landlord or by Tenant, shall be done in a good and workmanlike manner and in compliance with all applicable laws and all lawful ordinances, regulations and orders of governmental authority and insurers of the Building. Either party may inspect the work of the other at reasonable times and shall promptly give notice of observed defects. Landlord shall have no further obligation to fund or complete construction work once the Landlord's obligations contained in Section 3.1 have been fulfilled.

3.4 TENANT ALTERATIONS: Tenant shall not make any changes or alterations

to the Premises without Landlord's prior written consent; and shall not in any event make unauthorized structural changes or additions to the Building or Premises or changes or additions to the heating, ventilating and air conditioning or other systems of the Building, consent to which may be withheld by Landlord in its sole discretion. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. All Tenant alterations shall be accomplished in a good and workmanlike manner at Tenant's sole expense, in conformity with all Applicable Laws, by a licensed and bonded contractor approved in advance by Landlord, such approval not to be unreasonably withheld or delayed. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Any Tenant alterations to the Premises made by or installed by either party hereto will remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord, at its option, may require Tenant to remove any additions and/or repair any alterations to restore the Premises to the condition existing at the time Tenant took possession, with all costs of removal or alterations to be borne by Tenant. This clause will not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant if (a) such equipment, furniture and trade fixtures are not then subject to any other rights, liens and interests of Landlord, or (b) Tenant is not then in default.

3.5 NO LIENS: Tenant shall pay promptly; when due, the entire cost of any work done on the Premises by Tenant, its agent, employees or independent contractors. Tenant shall have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Premises, the Property or any portion thereof. Tenant will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by Landlord, and will indemnify Landlord against losses arising out of any such claim including, without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANY ONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES. TENANT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY TENANT PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

ARTICLE

4

RENT

RENT: Tenant agrees to pay, without any offset or reduction whatsoever, to Landlord fixed rent and proportionate share on the first day of each calendar month of the Term, beginning on the first day of the first (1st) full calendar month of the Term. The Base Rent shall be applicable for the Term commencing on the Term Commencement Date (the "**Rent Commencement Date**"). Tenant shall pay, with each payment of Rent, all sales and other applicable taxes which may be due or payable thereon.

4.1.1 The additional rent required to be paid by Tenant under this Section, together with the Base Rent and any other sums due Landlord under this Lease, is hereinafter collectively called the "**Rent**".

4.1.2 PAYMENTS: All payments of Rent shall be made to Managing Agent, or to such other person as Landlord may from time to time designate.

4.1.3 LATE CHARGES: If any Base Rent or other payment due under this Lease is not received by Landlord within ten (10) days of the due date of such payment, Tenant shall pay in addition to such payment a late charge equal to the greater of 5% of the payment which is past due or Two Hundred Fifty Dollars and No Cents (\$250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen percent (18%) per annum or the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5%) or \$250.00 late charge or any other remedy available to Landlord.

4.1.4 ELECTRICITY: Tenant shall pay for all electricity consumed in Tenant's Space. The consumption shall be measured by an independent meter installed specifically for the Premises. The meter shall be in the name of Tenant, who shall have sole responsibility for paying this expense directly to the utility company. The consumption of electricity for common areas will be paid for by Landlord and included in Operating Costs.

4.1.5 NET LEASE. This Lease shall be deemed and construed to be a "net lease" and Tenant shall pay to Landlord, absolutely net throughout the term of this Lease, the Base Rent, and other payments hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement deduction or set-off, other than as here in expressly provided for, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth.

ARTICLE 5

LANDLORD'S OBLIGATIONS

5.1 LANDLORD'S SERVICES DURING THE TERM: Landlord shall perform the following during the Term.

(a) Automatically operated passenger elevator service and water at those points of supply provided for general use of its tenants;

(b) Freight elevators on an "as available" basis for incidental use by Tenant; and

(c) Maintenance and repair of the exterior of the Building and Building grounds, including shrubbery and the parking lot area; and

(d) Security service for the Building.

5.1.2 Additional Building Services: Landlord shall furnish, solely at Landlord's election, through Landlord's employees or independent contractors, reasonable additional Building operation services upon reasonable advance request of Tenant at equitable rates from time to time established by Landlord to be paid by Tenant.

5.1.3 Repairs: Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as maybe necessary to keep them in serviceable condition. It is agreed upon between Landlord and Tenant that the Landlord shall be responsible for the maintenance and upkeep of the outside of the Building and all repairs to the Leased Premises, including electrical, plumbing and air conditioning within the Building, unless damage caused by the negligence or fault of Tenant, its employees, agents or invitees, in which event Tenant shall be responsible for said costs, which Landlord may charge to Tenant as additional rent. If the Leased Premises become un-tenantable by reason of fire, windstorm or other events beyond the control of Tenant or Landlord, then during such period the rental provided herein shall cease and be abated and the Landlord shall have a reasonable time during which to make the required repairs, or in the event Landlord elects not to rebuild or repair the Leased Premises, then this Lease shall thereupon cease and be deemed terminated.

5.2 QUIET ENJOYMENT: Landlord has the right to make this Lease and Tenant, on paying the rent and performing its obligations hereunder, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to all the terms and provisions hereof. Landlord shall not be liable to Tenant, which shall have no recourse against Landlord, by reason of interference with quiet enjoyment caused by other tenants.

5.3 INTERRUPTIONS:

5.3.1 Landlord shall not be liable to Tenant for any compensation or reduction of Rent by reason of inconvenience or annoyance or for loss of business arising from power losses or shortages or from the necessity of Landlord's entering the Premises for any of the purposes in this Lease authorized, or for repairing the Premises or any portion of the Property. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

5.3.2 Landlord reserves the right to stop any service or utility system when necessary, by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

ARTICLE 6

TENANT'S COVENANTS

6.1 TENANT'S COVENANTS DURING THE TERM: Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises, to do and perform the following matters.

6.1.1 Tenant's Payments: Tenant shall pay, when due, (a) all Base Rent and additional rent, (b) all taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, (c) all sales taxes which may be imposed on the payment by Tenant of Base Rent and/or additional rent due hereunder, (d) all charges for telephone, electricity and other utility services (including service inspections therefor) rendered to the Premises and separately metered or billed to Tenant, and (e) as additional rent, all charges of Landlord rendered pursuant to Section 4.2 here of and any other sums due Landlord pursuant to this Lease.

6.1.2 Repairs and Yielding Up: Tenant shall keep the Premises in good order, repair and condition, reasonable wear only excepted; at the expiration or termination of this Lease, Tenant shall peaceably yield up the Premises and all changes and additions there in such order, repair and condition. Subject to the provisions of Section 3.5, Tenant shall remove all personal property of Tenant, and any items required to be removed by Landlord pursuant to Section 3.5 or otherwise, repairing all damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property remaining on the Premises may, at Landlord's discretion, be removed, destroyed, sold, stored or otherwise disposed of at Tenant's cost.

6.1.3 Occupancy and Use: Tenant shall, continuously from the Commencement Date, use and occupy the Premises only for the Permitted Use, and shall not injure or deface the Premises or Property, and shall not permit in the Premises any auction, sale, nuisance or the emission from the Premises of any objectionable noise or odor, nor any use which is improper, offensive, contrary to law or ordinances, or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alteration or addition to the Building, nor cause the violation of any laws, ordinances, building codes, rules or regulations, any order or judgment, permit or license, of any federal, state or local governmental or regulatory entity having jurisdiction over or application to the Property, including but not limited to the Board of Fire Underwriters and the Americans with Disabilities Act and all regulations and orders promulgated to such act (collectively, "**Applicable Laws**"); Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or at any time during the term of this Lease, will comply with all Applicable Laws. Tenant will procure at its own expense all permits and licenses required for the transaction of its business in the Premises.

6.1.4 Hazardous Materials: Throughout the Term, Tenant shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises other than in strict compliance with Applicable Laws. For purposes of this provision, the term "**Hazardous**

Materials" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any Applicable Laws. If Tenant's activities at the Premises or Tenant's use of the Premises (a) results in a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or Applicable Laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Tenant shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of their mediation plan to be undertaken.

6.1.5 Rules and Regulations: Tenant shall comply with the Rules and Regulations set forth in Exhibit B and all other reasonable Rules and Regulations hereafter made by Landlord, of which Tenant shall have been notified, for the care and use of the Property.

6.1.6 Safety Appliances: Tenant shall keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by Tenant and to procure all licenses and permits so required and, if requested by Landlord, shall do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way Tenant's Permitted Use.

6.1.7 Assignment and Subletting: Tenant shall not, without the prior written consent of Landlord, assign this lease, make any sublease or permit occupancy of the Premises or any part thereof by anyone other than Tenant, voluntarily or by operation of law (it being understood that Landlord shall not unreasonably withhold or delay its consent herein required). Tenant shall, as additional rent, reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assign or sublet. No consent by Landlord shall affect the continuing liability of Tenant (which, following assignment, shall be joint and several with the assignee), and no consent to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance. Any permitted assignee, subtenant or other occupant must deliver a written instrument to Landlord, in form and substance reasonably satisfactory to Landlord, by which such assignee, subtenant or other occupant agrees to be bound by and assume all obligations of Tenant under this Lease relating to the portion of the Premises acquired by such assignee, subtenant or other occupant. Any attempted assignment, subleasing or other occupancy not approved by Landlord as required by this Subsection 6.1.7 shall be void and a default under this Lease; any net income (after commercially reasonable brokerage fees and out of pocket costs of leasing) which is payable to Tenant in connection with such subleasing or assignment or occupancy, in excess of the sums due Landlord by Tenant under this Lease, shall be payable one-half to Landlord, and one-half may be retained by Tenant.

6.1.8 Loading: Tenant shall not place a load upon the Premises exceeding an average rate of fifty (50) pounds of live load per square foot of floor area, and shall not move any safe, vault or other heavy equipment in, about or out of the Premises, except in such manner and at such times as Landlord shall in each instance approve. Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building

structure or to any other leased space in the Building shall be placed and maintained by Tenant in settings of cork, rubber, spring or other types of vibration eliminators sufficient to eliminate such vibration or noise.

6.1.9 Landlord's Costs: In case Landlord shall, without any fault on its part, be made party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, Tenant shall pay, as additional rent, all costs including, without implied limitation, reasonable attorneys' fees incurred by or imposed upon Landlord in connection with such litigation and, as additional rent, shall also pay all such costs and fees incurred by Landlord for any obligations of Tenant under this Lease.

6.1.10 Tenant's Property: All the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere in the Property shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord unless located off the Premises and due to the willful act or gross negligence of Landlord.

6.1.11 Holdover: Tenant shall pay to Landlord twice the total of the Base Rent and additional rent then applicable for each month or portion thereof, in the event that Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and shall also pay all damages sustained by Landlord on account thereof. The provisions of this Subsection shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease, at the option of Landlord exercised by written notice given to Tenant while such holding over continues. Such holding over shall, at Landlord's option, exercised by written notice at any time during the holding over, constitute an extension of this Lease for a period of one (1) year.

ARTICLE 7

CASUALTY AND TAKING

7.1 CASUALTY AND TAKING: In case during the Term all or any substantial part of the Premises, the Building or Lot or any one or more of them, are damaged materially by fire or any other cause, this Lease shall terminate at Landlord's election, which may be made, notwithstanding that Landlord's entire interest may have been divested, by notice given to Tenant within sixty (60) days after the occurrence of the event giving rise to the election to terminate, which notice shall specify the effective date of termination which shall not be less than thirty (30) nor more than sixty (60) days after the date of the notice of such termination. In case during the Term all or any substantial part of the Premises shall be taken by eminent domain, then either Landlord or Tenant may within sixty (60) days after receipt of notice of such taking by notice in writing to the other terminate this Lease as of the date of actual physical taking of possession under such taking. If in any such case the Premises are rendered unfit for use and occupation and the Lease is not so terminated, Landlord shall use due diligence to put the Premises, or, in the case of taking, what may remain thereof (excluding any items installed or paid for by Tenant, which Tenant may be required or permitted to remove), into proper condition for use and occupation to the extent permitted by the next award of insurance or damages and

applicable laws then in effect and a just proportion of the Base Rent and additional rent according to the nature and extent of the injury shall be abated until the Premises or such remainder shall have been substantially completed by Landlord in such condition, and in case of taking which permanently reduces the area of the Premises, a just proportion of the Base Rent and additional rent shall be abated for the remainder of the Term and an appropriate adjustment shall be made to the annual estimated Operating Costs.

7.2 RESERVATION OF AWARD: Landlord reserves to itself any and all rights to receive awards made for damages to the Premises, Building or Lot and the lease hold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name, it being agreed and understood, however, that Landlord does not reserve to itself and Tenant does not assign to Landlord any damages payable for (i) movable trade fixtures installed by Tenant or anybody claiming under Tenant, at its own expense, or (ii) relocation expenses recoverable by Tenant from such authority in a separate action.

ARTICLE 8

RIGHTS OF MORTGAGEE

8.1 PRIORITY OF LEASE: Landlord or any mortgagee of Landlord, from time to time, shall have the option to subordinate this Lease to any mortgage or deed of trust (a "**Mortgage**") of the Lot or Building, or both (the "**Mortgaged Premises**"), provided that the holder thereof ("**Mortgagee**") agrees in writing to recognize the rights of Tenant under this Lease and to accept Tenant as a tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings or otherwise; Tenant agrees to recognize Mortgagee as Landlord in such event. The provisions of this Section 8.1 shall bind and inure to the benefit of the successors and assigns of Tenant and of Mortgagee and upon anyone purchasing the Mortgaged Premises at any foreclosure sale or otherwise. Any such Mortgage to which this Lease shall be subordinated may contain such terms, provisions and conditions as the Mortgagee deems usual or customary.

8.2 LIMITATION ON MORTGAGEE'S LIABILITY: Upon entry and taking possession of the Mortgaged Premises for any purpose other than foreclosure, Mortgagee shall have all rights of Landlord and, during the period of such possession, the duty to perform all Landlord's obligations hereunder. Except during such period of possession, no such holder shall be liable, either as mortgagee or as holder of a collateral assignment of this Lease, to perform or be liable in damages for failure to perform, any of the obligations of Landlord, unless and until such holder shall enter and take possession of the Mortgaged Premises for the purpose of foreclosing a Mortgage. Upon entry for the purpose of foreclosing a Mortgage, such holder shall be liable to perform all of the obligations of Landlord, subject to the provisions of Section 3.3, provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under the provisions of Section 10.3 to the owner of the equity of the mortgaged premises. In no event, however, shall the holder of a mortgage on the Lot and/or the Building have any duty to perform or liability with respect to Landlord's obligations under this

Lease unless and until such holder acquires title to the Lot and/or Building through foreclosure or otherwise, and if such holder does so acquire title, in no event shall such holder have any duty to perform or any liability with respect to Landlord's obligations or any fact, circumstance or condition existing, arising or accruing before such acquisition of title.

8.3 MORTGAGEE'S ELECTION: Notwithstanding any other provisions to the contrary contained in this Lease, if prior to substantial completion of Landlord's obligations under Article 3, any holder of a first mortgage on the mortgaged premises enters and takes possession thereafter for the purpose of foreclosing the Mortgage, such holder may elect, by written notice given to Tenant and Landlord at any time within ninety (90) days after such entry and taking of possession, not to perform Landlord's obligations under Article 3, and in such event such holder and all persons claiming under it shall be relieved of all obligations to perform and all liability for failure to perform said Landlord's obligations under Article 3, in which event Tenant may terminate this Lease and all its obligations hereunder by written notice to Landlord and such holder given within thirty (30) days after the day on which such holder shall have given its notice as aforesaid.

8.4 NO PREPAYMENT OR MODIFICATION: No Base Rent, additional rent, or any other charge shall be paid more than thirty (30) days prior to the due dates thereof, and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee in possession or in the process of foreclosing its mortgage) be a nullity as against such mortgagee, and Tenant shall be liable for the amount of such payments to such mortgagee. No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term or otherwise materially change the rights of Landlord or holder of a mortgage affecting the Premises under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid, unless consented to in writing by Landlord's mortgagees of record, if any.

8.5 NO RELEASE OR TERMINATION: No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's Mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights, and (ii) such Mortgagees, after receipt of such notice, shall have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 8.5 shall be deemed to impose any obligation on any such Mortgagee to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the Mortgaged Premises if the Mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist.

8.6 CONTINUING OFFER: The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Article 8) constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this

Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such Mortgagee, subject to the provisions of Section 8.3, such Mortgagee being hereby constituted a party to this Lease as an obligee hereunder subject to the provisions of Section 8.3 to the same extent as though its name was written hereon as such, and such Mortgagee shall be entitled to enforce such provisions in its own name.

8.7 MORTGAGEE'S APPROVAL: Landlord's obligation to perform its covenants and agreements hereunder is subject to the condition precedent that this Lease be approved by the holder of any mortgage of which the Premises are a part and by the user of any commitment to make a Mortgage loan which is in effect on the date hereof. Unless Landlord gives Tenant written notice within fifteen (15) business days after the Effective Date that such holder or issuer, or both, disapproves or has not approved this Lease, then this condition shall be deemed to have been satisfied or waived and the provisions of this Section 8.7 shall be of no further force or effect.

8.8 SUCCESSORS OF MORTGAGEE: All of the rights and privileges of the holders of mortgages on the Lot and/or Building set forth in this Article 8 shall inure to the benefit of any such holders and their respective successors and assigns, including without limitation where applicable any purchases at foreclosure and other parties claiming title by, through or under any such holders. Where reference is made herein to foreclosure, the same rights and privileges for any such holder shall arise and the same results shall obtain if such holder instead acquires title through deed in lieu of foreclosure or otherwise.

ARTICLE 9 DEFAULT

9.1 EVENTS OF DEFAULT: The occurrence of any of the following shall be deemed to be an event of default under this Lease: if any default by Tenant continues after notice, in case of Base Rent or any additional rent, for more than ten (10) days, or in any other case for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure the default (if the default is of such a nature that it is curable but cannot reasonably be cured in thirty (30) days, Tenant has the obligation to commence to cure the default within thirty (30) days, and thereafter diligently and continuously prosecutes such cure to completion), or if Tenant or any Guarantor makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law, or if such a petition is filed against Tenant or any Guarantor and is not dismissed within forty-five (45) days, or if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and it is not returned to Tenant within forty-five (45) days, or if such leasehold is taken on execution or other process of law in any action against Tenant. In the event of any default under this Lease by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative.

9.1.1 Landlord may cancel this Lease by notice to Tenant and retake possession of the Premises for Landlord's account, or Landlord may terminate Tenant's right of possession of the Premises. Tenant shall then quit and surrender the Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including

to the extent legally permissible, payment of all Rent and other charges until the date this Lease would have expired had such cancellation or termination not occurred. If Landlord so elects, Rent shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term, subject to the provisions of Section 9.1.5 below.

9.1.2 Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit without notice to, and at the expense and risk of, Tenant. Re-entry and removal may be effectuated by summary dispossession proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be liable in anyway in connection with its actions pursuant to this section, to the extent that its actions are in accordance with Applicable Laws.

9.1.3 Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new Tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises.

9.1.4 Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and may enter upon the Premises for such purposes. No notice of Landlord's intention to perform such covenants need be given to Tenant unless expressly required by this Lease. Landlord shall not be liable to Tenant for any loss or damage caused by acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest at the highest rate permitted by law from the date of payment by Landlord until repaid by Tenant.

9.1.5 In calculating the amounts to be paid by Tenant to Landlord pursuant to this Section 9, Tenant shall be credited with the net proceeds of any rents obtained by Landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, and fees for legal services. It is agreed by Tenant that Landlord may (i) relet the Premises or any part or part thereof of a term or terms which may, at Landlord's option, be equal to or less than or greater than the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

9.1.6 So long as at least twelve (12) months of the Term remain unexpired at the

time of such termination of this Lease or of Tenant's right of possession, in lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section 9.1, Landlord may by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in this Section 9.1 or as otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover and Tenant shall thereupon pay, as liquidated damages an amount equal to the aggregate of the Base Rent and additional rent accrued in the twelve (12) months ended next prior to such termination, plus the amount of Base Rent and additional rent of any kind accrued and unpaid at the time of termination and less the amount of any recovery by Landlord under the foregoing provisions of this Section 9.1 up to the time of payment of such liquidated damages.

9.1.7 Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to or less than the amount of the loss or damages referred to above.

92 COSTS: Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall also be liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises, reletting the Premises (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing), and any other expenses reasonably incurred by Landlord.

93 WAIVER: No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

ARTICLE 10

MISCELLANEOUS

10.1 INTERPRETATION: The titles of the Articles and Sections are for convenience and are not to be considered in construing this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors, or others using the Premises, Building or Property with Tenant's expressed or implied permission.

10.2 NOTICE: Any notice, approval, consent, request, or election required or permitted to be given or made pursuant to this Lease shall be addressed, if to Landlord, at Landlord's address or at such other address as may have been specified by prior notice to Tenant, and if to Tenant, at the Premises or Tenant's address or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be deemed duly served if personally delivered or sent by nationally recognized overnight delivery service.

10.3 LANDLORD'S LIABILITY: CERTAIN DUTIES: The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees, except that the Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Neither the Landlord named herein nor any successive owner of the Premises, whether an individual, trust, a corporation or otherwise shall have any personal liability related to this Lease beyond their equity interest in the Premises, and Tenant agrees that it shall look solely to such equity interest then-owned by Landlord for collection of any judgment or any other judicial process requiring the payment of money. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations. However, each Landlord shall deliver to its transfer real funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure or diligently pursue a cure of such nonperformance within thirty (30) days after receipt of Tenant's written notice or such longer time as is reasonably necessary, provided that such cure is commenced within such thirty (30) day period and thereafter pursued with reasonable diligence.

10.4 NO SURRENDER: The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

10.5 NO WAIVER: The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any Rules and Regulations against Tenant or any other tenant in the Building be deemed a waiver of any such Rules and Regulations. The receipt by Landlord of Base Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

10.6 NO ACCORD AND SATISFACTION: No acceptance by Landlord of a lesser sum than the Base Rent and additional rent then due shall be deemed to be other than on account of the earlier installment of such rent due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed as accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.

10.7 CUMULATIVE REMEDIES: The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenant, conditions or provisions.

10.8 PARTIAL INVALIDITY: If any term of this Lease, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

10.9 LANDLORD'S RIGHT TO CURE: If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but not the obligation, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the rate of 4% per annum in excess of the then prime rate of interest being charged by a majority of the national banks in Miami, Florida); and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately upon demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

10.10 ESTOPPEL CERTIFICATE: Tenant agrees on the Commencement Date, and from time to time thereafter upon not less than fifteen (15) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord, certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets our counterclaims against its obligations to pay the Base Rent and additional rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Base Rent, additional rent and other charges have been paid. Any such statement delivered pursuant to this Section 10.10 may be relied upon by any prospective purchaser or mortgagee of the Property or any prospective assignee of any such mortgagee.

10.11 FORCE MAJEURE: In any case where either party hereto is required to do any act (other than the payment of rent or other monies hereunder), delays caused by or resulting from war, civil commotion, fire, flood, other casualty, labor difficulties, shortages or other unavailability of labor, materials, equipment, energy or utility services, governmental regulations, unusually severe weather, Act of God or other causes beyond such party's reasonable control (but not the inability to pay money), shall not be counted in determining the time during

which such act must be completed, and such time shall be deemed extended by such delay. In no event, however, shall the foregoing excuse the late payment of rent or any other monies due hereunder nor extend the time therefor.

10.12 WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS· MEDIATION: LANDLORD AND TENANT EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS (EXCEPT COMPULSORY COUNTERCLAIMS) IN ANY SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NONPAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED BY TENANT UNDER THIS LEASE. UPON LANDLORD'S REQUEST, TENANT SHALL PARTICIPATE IN MEDIATION OF A DISPUTE BETWEEN LANDLORD AND TENANT; THE COST OF A MEDIATOR SHALL BE BORNE EQUALLY BY LANDLORD AND TENANT.

10.13 RADON GAS NOTICE: Radon is a naturally occurring radioactive gas that, when it has accumulated in building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10.14 ATTORNEYS' FEES: Wherever provision is made in this Lease for attorneys' fees, such term shall be deemed to include accountants' and attorneys' (including paralegals' and similar persons) fees and costs, whether or not litigation is commenced, including those for appellate, bankruptcy, probate, arbitration, mediation and collections proceedings.

10.15 LANDLORD'S ACCESS: Landlord shall be entitled at all reasonable times and upon reasonable notice (but no notice is required in emergencies) to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord considers necessary or reasonably desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Building, and, during the last six months of the Term or any renewal thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises, Building or Property as Landlord deems necessary.

10.16 INCORPORATION OF PRIOR AGREEMENTS: MODIFICATIONS: This Lease is the only agreement between the parties pertaining to this Lease of the Premises, Building or Property and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted

amendment shall be void.

10.17 JOINT AND SEVERAL LIABILITY: All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

10.18 EXECUTION OF LEASE: Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums and moneys to be delivered at time of execution, provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

10.19 AUTHORITY: As a material inducement to Landlord to enter into this Lease, Tenant (and, individually, each party executing this Lease on behalf of Tenant), intending that Landlord rely thereon, represents and warrants to Landlord that:

10.19.1 Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

10.19.2 This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

10.19.3 Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

10.19.4 The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case maybe, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

10.20 FLORIDA LAW: This Lease shall be governed by the laws of the State of Florida.

10.21 COUNTERPART: This Lease may be executed in more than one copy, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of it and may be introduced into evidence or used for any purpose without the production of the other counterpart or counter parts.

10.22 TIME IS OF THE ESSENCE: Time is of the essence of this Lease and all provisions contained herein.

10.23 APPROVAL OF PLANS AND SPECIFICATIONS: Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Building or Property or any of their respective agents, partners or employees that such plans and specifications either (i) are complete or suitable for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Building or Property nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

10.24 RELATIONSHIP: Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

10.25 RIDERS AND EXHIBITS: All Riders and Exhibits attached to this Lease and all Addendums attached to this Lease and executed by both Landlord and Tenant shall be deemed to be a part of and are hereby incorporated in this instrument.

10.26 SURVIVAL: Tenant's ongoing or unfulfilled obligations shall survive the termination of this Lease, including but not limited to payment of additional rent adjustments which may be calculated and billed after the termination of the Lease.

ARTICLE 11

INSURANCE AND INDEMNITY

11.1 TENANT'S INSURANCE: Tenant shall throughout the term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises, in the amounts specified and in the form hereinafter provided for:

11.1.1 Commercial General Liability Insurance. Commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence (General Aggregate - \$2,000,000; Products Aggregate - \$2,000,000) for bodily injury and property damage insuring against legal liability of the insured with respect to said Premises or arising out of the maintenance, use or occupancy thereof. Said insurance shall include, but not be limited to, independent contractor liability, products and completed operations coverage, and the Broad

Form Commercial General Liability Endorsement, including personal injury and advertising liability, contractual liability and premises medical payments.

11.1.2 Property Insurance. "Special Risk" property insurance including plate glass coverage on a replacement cost basis, with coverage equal to not less than one hundred percent (100%) of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant, and all other contents located or placed therein.

11.1.3 Workers' Compensation and Employees' Liability Insurance. Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State where the Premises are located and Employees' Liability coverage with not less than the minimum statutory limits of coverage.

11.1.4 Policy Form. All policies referred to above shall: (i) be taken out with underwriters licensed to do business in Florida and a "Best Rating" of "A" or "A+" (ii) name Landlord and the property manager, or their successors, as additional insured; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Landlord or any mortgagee of Landlord; (iv) contain an undertaking by the insurers to notify Landlord and any other additional insured by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination; and cv) provide that a defense against the primary insured shall not be a defense against payment to the additional insureds. Binding certificates of insurance with endorsements attached or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Landlord promptly upon request. a) Tenant fails to take out or to keep in force any insurance referred to in this Section 11, or should any such insurance not be approved by either Landlord or any mortgagee, and b) Tenant does not commence and continue to diligently cure such default within forty-eight (48) hours after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be paid by Tenant to Landlord without prejudice to any other rights or remedies of Landlord under this Lease. Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Building.

11.2 INDEMNIFICATION OF THE PARTIES:

11.2.1 The Tenant shall indemnify and hold harmless Landlord, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Landlord and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or the Tenant's officers, employees, agents, servants, partners, principals or subcontractors. The Tenant shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors.

11.2.2 The Landlord shall indemnify and hold harmless Tenant, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Tenant and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Landlord or the Landlord's officers, employees, agents, servants, partners, principals or subcontractors. The Landlord shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue there on. The Landlord expressly understands and agrees that any insurance policies required by this Lease or otherwise provided by the Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend Tenant and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

11.2.3 Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Lease and shall terminate upon the expiration of the applicable statute of limitation.

11.3 RELEASE AND WAIVER OF SUBROGATION RIGHTS: The parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage that may occur to the Premises or the Building, and to all property, whether real, personal or mixed, located in the Premises or the Building, by reason of any cause against which the releasing party is actually insured or, regardless of the releasing party's actual insurance coverage, against which the releasing party is required to be insured pursuant to the provisions of this Lease. This release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees. Each party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation. This Section 11.3 supersedes any provision to the contrary which may be contained in this Lease.

EXECUTED as a sealed instrument as of the day and year first above written.

LANDLORD: CITY OF OPA-LOCKA

Witness:

_____ By: _____

Name: _____

TENANT: SFSE LLC d/b/a SOUTH FLORIDA SCHOOL
OF EXCELLENCE

Witness:

_____ By: _____

Name: _____

As To Legal Sufficiency and Form

Burnadette Norris-Weeks, City Attorney
City of Opa-locka



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER John Sena Agency, Inc 306 Alcazar Avenue, Suite 303-A Coral Gables, FL 33134	CONTACT NAME: Ignacio Perez PHONE (A/C, No, Ext): (305)254-6366 E-MAIL ADDRESS: iperez@thesenagroup.com FAX (A/C, No): (305)254-9278
INSURED SFSE, LLC. DBA SOUTH FLORIDA SCHOOL OF EXCELLENCE 780 FISHERMAN DR 2ND FLOOR OPA LOCKA, FL 33054	INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Company INSURER B: Associated Industries Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 25011 23140

COVERAGES**CERTIFICATE NUMBER:** 00062306-23562**REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	WPP1490627-08	08/22/2024	08/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4151010	08/08/2024	08/08/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			WPP1490627-08	08/22/2024	08/22/2025	Annual Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF OPA LOCKA HAS BEEN LISTED AS AN ADDITIONAL INSURED IN REGARDS TO GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT AGREEMENT. COVERAGE IS PRIMARY & NON-CONTRIBUTORY.

A WAIVER OF SUBROGATION APPLIES IN FAVOR, UNLESS PRECLUDED BY LAW.

Workers Comp: Officers Excluded - MANIAR BATUL

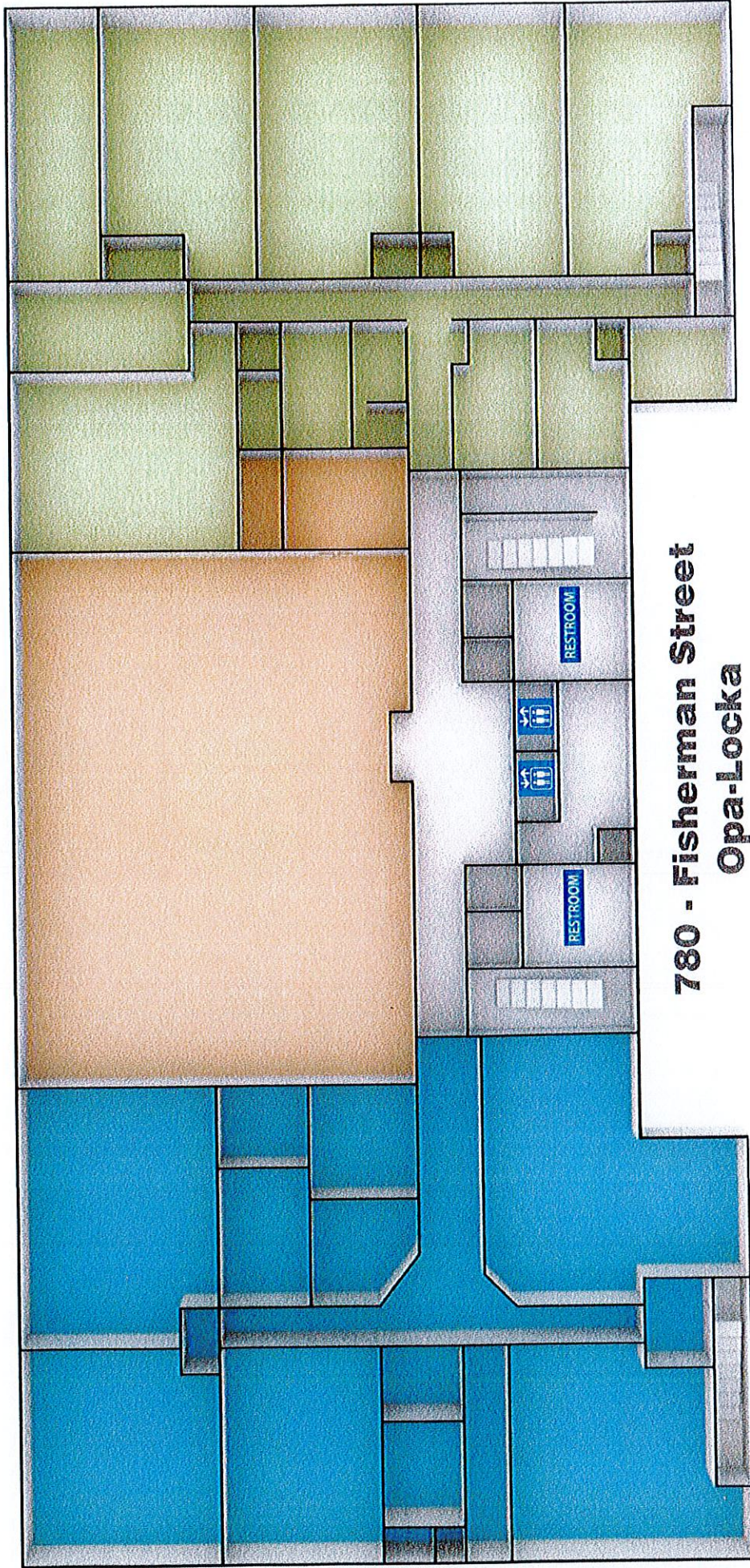
CERTIFICATE HOLDER**CANCELLATION**

CITY OF OPA LOCKA 780 FISHERMAN STREET 4TH FLOOR OPA LOCKA, FL 33054	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (IGP)
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Fisherman Street



780 - Fisherman Street
Opa-Locka

2nd Floor

- Ste. 250 (6,590 sq.ft.)
- Ste. 220 (4,274 sq.ft.)
- Ste. 210 (6,511 sq.ft.)

EXHIBIT A

EXHIBIT B

RULES AND REGULATIONS

1. The entrance, lobbies, passages, corridors, elevators, and stairways shall not be encumbered or obstructed by Tenant, Tenants agents, servants, employees, licenses, and visitors, nor be used by them for any purpose other than for ingress and egress to and from the Premises. The moving in or out of all safes, freight, and furniture or bulky matter of any description must take place during the hours which Landlord may determine from time to time. Landlord reserves the right to inspect all freight and bulky matter to be brought into the building and exclude from building all freight and bulky matter which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.
2. No curtains, blinds, shades, screens, or signs other than those furnished by Landlord shall be attached to, hung in, or used in connection with any window or door of the premises without prior written consent of the Landlord. Said consent shall not be unreasonably withheld and shall be consistent with other establishments of similar nature.
3. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof without prior written consent of the Landlord. Tenant must, upon the termination of its tenancy, restore to Landlord all keys of offices and toilet rooms either furnished to or otherwise procured by Tenant; and in the event of the loss of any keys so furnished; Tenant shall pay to Landlord the cost thereof.
4. Canvassing, soliciting and peddling in the building or on the lot are prohibited, and Tenant shall cooperate to prevent same.
5. Tenant may request heating and/or air conditioning during other periods in addition to normal working hours by submitting its request in writing to the Building Manager's office no later than 2:00 P.M. of the preceding workday (Monday through Friday) on forms available from Building Manager. The request shall clearly state the start and stop hours of the "off-hour" service. Tenant shall submit to the Building Manager a list of personnel who are authorized to make such requests. Charges are to be determined by the Building Manager on the additional hours of operation, as shall be fair and reasonable and reflect the additional operating cost involved.
6. Tenant shall comply with all security measures from time to time established by Landlord for the Building.
7. Tenant shall have the right to install within the Premises, at its sole expense, such a sign or signs as may be reasonable and appropriate under the circumstances. All such signs shall be located within the glass line of the building and in accordance with all applicable zoning codes, building codes and related rules, regulations and ordinances. Tenant shall put in an installation for Landlords approval. Landlord's approval of any sign will not be unreasonably withheld or delayed.

8. Tenant shall have reasonable access to the elevators within the building for the purpose of transporting furniture to the Premises; provided such use shall not be permitted to interfere with normal and usual use of the elevators by other tenants and their visitors. Tenant shall be responsible for any damage done to the elevators or other areas of the building in connection with transportation of said products and shall promptly repair any damage caused thereto.
9. All garbage and refuse shall be deposited in the kind of container specified by Landlord, and shall be placed outside the Premises prepared for collection in the manner and at the times and places specified by Landlord and in accordance with all governmental regulations. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at tenant cost.
10. No radio or television aerial or other similar devices shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof of the building or any exterior walls of the Premises, or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without Landlord's written consent may be removed by Landlord at any time and Landlord shall not be liable to Tenant for such removal including any damage to property caused during the removal.
11. Tenant and its employees shall park their cars in those portions of the parking areas designated by Landlord.
12. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provisions shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused same.



[Previous on List](#) [Next on List](#) [Return to List](#)

[Filing History](#)

Fictitious Name Search

Fictitious Name Detail

Fictitious Name

SOUTH FLORIDA SCHOOL OF EXCELLENCE

Filing Information

Registration Number G16000053640
Status ACTIVE
Filed Date 05/30/2016
Expiration Date 12/31/2027
Current Owners 1
County MIAMI-DADE
Total Pages 4
Events Filed 3
FEI/EIN Number NONE

Mailing Address

780 FISHERMAN STREET, 2ND FLOOR
 OPALOCKA, FL 33054

Owner Information

SFSE LLC
 780 FISHERMAN STREET 2ND,3RD FLOOR
 OPALOCKA, FL 33054
FEI/EIN Number: 81-2780334
Document Number: L16000103985

Document Images

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1st Reading/Public Hearing:
2nd Reading/Public Hearing:
Adopted:
Effective Date:
Sponsored by: Interim City Manager

ORDINANCE NO. 24-XXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, FL adopted its 2024-2025 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 2024-18; and

WHEREAS, pursuant to Florida Statute 166.241(5), the governing body of each municipality at any time within a fiscal year or within 60 days following the end of fiscal year may amend a budget for that year as follows:

- a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed;
- b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed;
- c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter; and

WHEREAS, pursuant to 4.7(c) of the City of Opa-Locka Charter, entitled "Appropriation Amendments During the Fiscal Year", the City Commission may otherwise amend the annual budget from time to time during the year, by ordinance, as it deems necessary to do so; and

WHEREAS, the City Commission desires to amend its 2024-2025 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit “A”.

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

SECTION 1. RECITALS ADOPTED

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

Pursuant to Article IV, Section 4.5 of the City Charter, the City Manager has recommended proposed Amended General, Proprietary and Special Revenue Funds Budgets to the City Commission for the Fiscal Year retroactive to October 1, 2024, a copy of which is attached hereto as Exhibit “A” and incorporated by reference herein.

The City Commission of the City of Opa-Locka hereby approves, adopts and ratifies the proposed Amended General, Proprietary and Special Revenue Funds Budgets for the Fiscal Year 2024-2025, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit “A”.

The City Manager is authorized to expend or contract for expenditures, pursuant to the City of Opa-Locka Charter and the adopted Code of Ordinances in accordance with the adopted Amended General, Proprietary and Special Revenue Funds Budgets for Fiscal Year 2024-2025.

The department/division expenditure allocations established by the City Manager, as revised and summarized in the budget attached as Exhibit “A”, are hereby adopted and ratified. Funds of the City for General, Proprietary and Special Revenue Funds Budgets shall be expended in accordance with the appropriations provided by the budget, which shall constitute an appropriation of amounts specified therein. Expenditure control shall be at the fund level. Funds may be expended by, and with the approval of, the City Manager and the City Commission, in accordance with the provisions of the City Charter, adopted Code of Ordinances and applicable laws. Supplemental appropriations and reduction of appropriations, if any, shall be made in accordance with the City Charter.

Any and all outstanding encumbrances as of September 30, 2024, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2024, but are not expected to be paid until after then. Receipts from sources not anticipated in the attached budget may be appropriated and expensed by Ordinance duly enacted by the City Commission in accordance with the applicable law. Adjustments within the same fund to departmental appropriations made in the attached Budget may be approved, from time to time, in the

appropriate lawful manner. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget and as otherwise consistent with the City of Opa-Locka's Code of Ordinances.

All Ordinances setting fees and charges, and all other fees and charges consistent with appropriations adopted herein, as may be amended during the fiscal year, are hereby ratified, confirmed and approved.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this ____ day of _____, 2024.

PASSED SECOND READING this ____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

Department Director:	Robert Anathan			Department Director Signature:			
City Manager:	Sha'mecca Lawson			ICM Signature:			
Commission Meeting Date:	Nov. 13, 2024		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
					X		
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X		Public Hearing: (Enter X in box)	Yes	No	Yes
				X		X	
Funding Source: Account# :	(Enter Fund & Dept) See Attachments		Advertising Requirement: (Enter X in box)	Yes		No	
				X			
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X					
Sponsor Name	City Manager		Department: City Manager's Office	City Manager			

Short Title:

FY 25 Budget Amendment #1

Staff Summary:

Issue/Recommendation: A budget amendment is required to align the budget with current City requirements. Staff recommends the City Commission approve FY 25 Budget Amendment #1 on the first hearing.

History: The City Commission adopted the City FY 2025 Budget on September 25, 2024 (Ordinance 2024-18) which was approved by the State. This budget was composed of \$65.7 million of expenditures and \$20.1million of funding being transferred between various Funds, resulting in a total budget of \$85.8million.

Current Activity: There are four-line-items in this amendment, summarized as follows: Debt Service Fund adjustment is required to account for not refinancing the 2015 Bond in FY 2024; additional expense required in addition to the Florida Recreation Development Assistance Program (FRDAP) grant for renovation of the Ingram basketball courts; staff educational assistance for their continued studies; and carry-over funding approved in FY 24 for furniture to upgrade the City Clerk reception area. Funding for the basketball courts (one-time capital expenditure) and the City Clerk furniture (carryover from approved FY 24 expenditure) are funded by General Fund Balance.

Financial Impact:

<u>Funding</u>	
Revenue / Loans / Grants	\$ -
Use Of Fund Balance	<u>\$ 76,555</u>
Total Funding – Excluding Transfers-In	\$ 76,555
Transfer-In	<u>\$ 74,000</u>
Total Funding	\$150,555
 <u>Expenditure</u>	
Expenditure – Excluding Transfers-Out	\$ 76,555
Transfers-Out	<u>\$ 74,000</u>
Total Expenditure	\$150,555

Additional details on the financial impact are provided in the attachments, Summary By Fund and Detail By Line Item, which contain accounting information for the State review which is a highly detailed accounting version of what is presented in the Overview and Summary By Line-Item attachments.

Proposed Action:

Staff recommends that the City Commission approve the proposed amendments on the first hearing.

Attachment:

1. Budget Amendment Overview
2. Budget Amendment Summary By Line Item
3. Budget Amendment Summary By Fund
4. Budget Amendment Detail By Line Item
5. Ordinance

A Lay’s potato chip recall involves Walmart and other stores. Here’s what to know

BY DAVID J. NEAL
dneal@miamiherald.com

Frito-Lay announced a recall of Lay’s Classic Potato Chips in Party Size bags, but it affects chips sold in only two states. The company’s recall notice says a customer alerted Frito-Lay that milk might be present as an

allergen not declared in the packaging. Ingredients listings declare the allergens present in food products. This covers bags that went to distributors and online sellers in two states, Oregon and Washington, and went on sale Nov. 3. Among the nation’s leading grocery sellers, No. 1 Walmart posted a list of

stores that received the recalled bags and No. 2 Kroger stated it involves only its QFC and Fred Meyer chains. To identify recalled bags, look for a “Guaranteed Fresh” date of Feb. 11, 2025, and manufacturing codes that start with “6462307” or “6463307.” Call 800-352-4477 weekdays for questions.

Man found shot in the leg in Florida City, airlifted to hospital, police say

BY MILENA MALAVER
mmalaver@miamiherald.com

A man was found shot in the leg in Florida City early Thursday, according to police. Officers responded around 1 a.m. to the area of

825 W. Lucy St., where they discovered the injured man, said Sgt. David Hunsberger. Police provided emergency medical aid until Miami-Dade Fire Rescue arrived and airlifted the

victim to the Ryder Trauma Center at Jackson South. Police say the man is expected to survive. No additional information has been released as the investigation continues. — MILENA MALAVER



TOWN OF BAY HARBOR ISLANDS NOTICE OF REGULAR COUNCIL MEETING

Please take notice that on Wednesday, January 8, 2025, at approximately 7:00 p.m., or as soon thereafter, the Town Council of the Town of Bay Harbor Islands will hold a Zoom/Hybrid Regular Council Meeting where a quorum of the Town Council will be physically present, at Morris N. Broad Community Center, 1175 95th Street, Bay Harbor Islands, Florida. During this meeting the proposed ordinance with the title stated below will be considered for enactment on second reading:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN’S CODE OF ORDINANCES RELATED TO NUISANCES OF CONSTRUCTION ACTIVITIES; AMENDING THE ARTICLE II OF CHAPTER 12 ENTITLED NOISE; AMENDING SECTION 12-21 ENTITLED DEFINITIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The meeting may be viewed by logging on through the Zoom platform as follows:

Zoom Link: <https://us06web.zoom.us/j/89187101864>

Meeting ID: 891 8710 1864

In addition, any member of the public who does not wish, or is unable to participate in person or through the Zoom video conferencing platform but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free numbers: 877 853 5247 or 888 788 0099.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, that person will need a record of the proceedings and, for such purpose, 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.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding should contact the Clerk’s office at 305-866-6241 at least seven days prior to the date of the meeting.

The proposed ordinance is available for inspection in the Office of the Town Clerk at 1030 95th Street, Bay Harbor Islands, Florida 33154, during regular hours from 9:00 a.m. to 5:00 p.m. Interested parties may appear at the meeting and be heard with respect to the proposed ordinances.

Yvonne P. Hamilton, CMC
Town Clerk



CITY OF HIALEAH PUBLIC HEARING JANUARY 14, 2025

THE HIALEAH CITY COUNCIL AT ITS REGULARLY SCHEDULED MEETING OF DECEMBER 10, 2024 APPROVED THE FOLLOWING PROPOSED ORDINANCES ON FIRST READING. SECOND READING AND PUBLIC HEARING FOR FINAL ADOPTION WILL BE HELD ON JANUARY 14, 2025.

ALL INTERESTED PARTIES ARE INVITED TO PARTICIPATE. THE MEETING WILL BEGIN AT 5:30 P.M. THE PROPOSED ORDINANCES WILL BE AVAILABLE FOR INSPECTION AND COPYING AT THE OFFICE OF THE CITY CLERK, 3rd FLOOR, 501 PALM AVENUE, HIALEAH, FL., FROM 8:30 A.M. TO 5:00 P.M. (Note: Due to the Miami Herald’s deadline, ordinances that are tabled, denied or withdrawn will appear in this advertisement).

ORDINANCE AMENDING IN PART CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF HIALEAH ENTITLED "ADMINISTRATION," ARTICLE III ENTITLED "BOARDS, COMMISSIONS, AND COMMITTEES," DIVISION 7 ENTITLED "CHARTER SCHOOL OVERSIGHT COMMITTEE" SECTION 2-755, TO BE ENTITLED "RIGHTS, DUTIES AND OBLIGATIONS" AMENDING THE TRANSFER OF OPERATION AND SUPERVISION OF THE CITY’S SPONSORED CHARTER SCHOOL, THE CITY OF HIALEAH EDUCATIONAL ACADEMY ("COHEA") TO A VOLUNTARY NON-FOR-PROFIT BOARD, CITY OF HIALEAH EDUCATION ACADEMY, INC. OR ANY SUCCESSOR NON-PROFIT ORGANIZATION AUTHORIZED UNDER STATE LAW TO OPERATE A FLORIDA CHARTER SCHOOL; AND REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE APPROVING A FINAL PLAT OF LANE SUBDIVISION; ACCEPTING ALL DEDICATION OF AVENUES, STREETS, ROADS OR OTHER PUBLIC WAYS, TOGETHER WITH ALL EXISTING AND FUTURE PLANTING OF TREES, SHRUBBERY AND FIRE HYDRANTS; PROPERTY LEGALLY DESCRIBED HEREIN; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE APPROVING A FINAL PLAT OF LAGO VISTA; ACCEPTING ALL DEDICATION OF AVENUES, STREETS, ROADS OR OTHER PUBLIC WAYS, TOGETHER WITH ALL EXISTING AND FUTURE PLANTING OF TREES, SHRUBBERY AND FIRE HYDRANTS; PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A"; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Persons wishing to appeal any decision made by the City Council with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, 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.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding should contact the Office of the City Clerk at (305) 883-5820 for assistance no later than two (2) days prior to the meeting. If hearing impaired, telephone the Florida Relay Service numbers (800) 955-8771 (TDD), (877) 955-8773 (SPANISH) or (800) 955-8770 (VOICE).

Marbelys Fatjo, Esq., CMC
City Clerk



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Regular Commission Meeting on **Wednesday, January 08, 2025 at 7:00 p.m.**, in the City Commission Chambers at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida, to consider the following item for final adoption:

SECOND READING ORDINANCE / PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on November 13, 2024).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC d/b/a SOUTH FLORIDA SCHOOL OF EXCELLENCE TO OCCUPY RENTAL SPACE AT 780 FISHERMAN STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 11, 2024).

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on the scheduled meeting date.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

Joanna Flores, CMC
City Clerk
City of Opa-locka

FY 25 Budget Amendment #1- Detail - First Hearing

<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
1	<u>Human Resources - Educational Costs</u>							
	HR	Exp	13-513544	Education Assistance	-	5,000	5,000	Employee Educational Assistance for College/Educational reimbursement
	PW-Ad	Exp	32-541120	Salaries - Regular	412,074	(5,000)	407,074	
							-	
2	<u>Debt Service - FY 15 Note</u>							
	Debt	Exp	83-513711	2015 Bond Principal	-	181,058	181,058	Moving buget from FY 2024 Loan Princial & Interest back to 2015 Bond for FY 2025; Bank Fees
	Debt	Exp	83-513721	2015 Bond Interest	-	300,000	300,000	
	Debt	Exp	83-513712	2024 Loan Principal	181,458	(181,458)	-	
	Debt	Exp	83-513722	2024 Loan Interest	300,000	(300,000)	-	
	Debt	Exp	83-511493	General Expense	-	400	400	
							-	
3	<u>Safe Neighborhood - Ingram Park Court Restoration</u>							
	Safe Neigh	Exp	44-541848	Ingram Park Court Restoration	50,000	74,000	124,000	Basketball Courts Renovation at Ingram Park
	GenFund	Fund Bal	001-383010	Use of Fund Balance	(5,490,516)	(74,000)	(5,564,516)	
	Safe Neigh	Trn-In	320-381001	From General Fund	1,193,900	74,000	1,267,900	
	Non-Dept	Trn-Out	19-581320	Transfer-Out to Safe Neigh CIP	1,193,900	74,000	1,267,900	
							-	
4	<u>Clerk - Furniture</u>							
	Clerk	Exp	16-512642	Furniture & Fixtures	1,000	2,555	3,555	Carry-over funding from FY24 for Bronze City Seal
	GenFund	Fund Bal	001-383010	Use of Fund Balance	(5,564,516)	(2,555)	(5,567,071)	
							-	
							-	
							-	
							-	
							-	

Exhibit "A"

FY 24 Budget Amendment #1 Overview - Second Hearing

Summary		
<u>Funding</u>		
Revenue / Loans / Grants	\$ -	(a)
Use Of Fund Balance	76,555	(b)
Total Funding – Excluding Transfers-In	76,555	
Transfer-In	74,000	
Total Funding	\$ 150,555	
<u>Expenditure</u>		
Expenditure – Excluding Transfers-Out	\$ 76,555	(c)
Transfers-Out	74,000	
Total Expenditure	\$ 150,555	

Notes

	<u>Orig Budget</u>	<u>Incr/(Decr)</u>	<u>Bgt. Amend #1</u>
(a) <u>Revenue / Loans / Grants</u>			
	\$ -		
	\$ -		
	-		
Total Revenue / Loans / Grants	\$ -		
(b) <u>Use Of/(Addition To) Fund Balance</u>			
General Fund	\$ 5,490,516	\$ 76,555	\$ 5,567,071
Water-Sewer Operating Fund	1,484,420		1,484,420
Stormwater Operating Fund	1,936,598		1,936,598
People's Transportation Plan	205,823		205,823
Special Law Enforcement	158,541		158,541
Law Enforcement Training Fund	47,500		47,500
American Recovery Plan Act (ARPA)	5,327,915		5,327,915
Total Use Of / (Addition To) Fund Balance	\$ 14,651,313	\$ 76,555	\$ 14,727,868
(c) <u>Expenditures</u>	Item #		
2015 Bond Interest	\$ 300,000		
2015 Bond Principal	\$ 181,058		
Ingram Court Restoration	74,000		
Education Assistance	5,000		
Bronze Seal Carry-over	2,555		

Expenditures - Gross - Ex Compensation	\$ 563,013
Compensation	(5,000)
Savings - Ex Compensation	(481,458)
Contingency	-
Expenditures - Net	\$ 76,555

FY 25 Budget Amendment #1 - Summary By Fund - First Hearing

Total City				
	Governmental Funds	Enterprise Funds	ARPA Fund	Total
<u>Adopted Budget</u>				
<u>Funding</u>				
Revenue/Loans	34,151,164	16,786,664	100,000	51,037,828
Use Of / (Add To) Fund Bal	5,902,380	3,421,018	5,327,915	14,651,313
Total Funding Ex Trans-In	40,053,544	20,207,682	5,427,915	65,689,141
Transfer-in	13,787,129	5,527,815	-	19,314,944
Total Funding	53,840,673	25,735,497	5,427,915	85,004,084
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	42,633,885	22,282,686	500	64,917,072
Transfer-Out	11,206,788	3,528,032	5,427,415	20,162,235
Total Expenditure	53,840,673	25,810,718	5,427,915	85,079,306
<u>Amendment #1</u>				
<u>Funding</u>				
Revenue/Loans	-	-	-	-
Use Of / (Add To) Fund Bal	(76,555)	-	-	(76,555)
Total Funding Ex Trans-In	(76,555)	-	-	(76,555)
Transfer-in	74,000	-	-	74,000
Total Funding	(2,555)	-	-	(2,555)
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	76,555	-	-	76,555
Transfer-Out	74,000	-	-	74,000
Total Expenditure	150,555	-	-	150,555
<u>Budget Thru Amend #1</u>				
<u>Funding</u>				
Revenue/Loans	34,151,164	16,786,664	100,000	51,037,828
Use Of / (Add To) Fund Bal	5,825,825	3,421,018	5,327,915	14,574,758
Total Funding Ex Trans-In	39,976,989	20,207,682	5,427,915	65,612,586
Transfer-in	13,861,129	5,527,815	-	19,388,944
Total Funding	53,838,118	25,735,497	5,427,915	85,001,529
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	42,710,440	22,282,686	500	64,993,627
Transfer-Out	11,280,788	3,528,032	5,427,415	20,236,235
Total Expenditure	53,991,228	25,810,718	5,427,915	85,229,861

Exhibit "A"

FY 25 Budget Amendment #1 - Summary By Fund - First Hearing

General Fund

		Budget Adopted	Amendment #1	Budget Thru Amend #1
<u>Funding</u>				
Revenue/Loans		24,076,772	-	24,076,772
Use Of / (Add To) Fund Bal		5,490,516	(76,555)	5,413,961
Total Funding - Ex Transfer-In		29,567,288	(76,555)	29,490,733
Transfer-In		5,599,914	-	5,599,914
Total Funding - Ex Transfer-In		35,167,202	(76,555)	35,090,647
<u>Expenditure</u>				
	<u>Div</u>			
Commission	10	142,890	-	142,890
City Manager	12	1,365,601	-	1,365,601
General Fund Non-Depart - Ex Trans Out	19	5,153,513	-	5,153,513
Human Resources	13	610,605	5,000	615,605
Clerk	16	595,646	2,555	598,201
Attorney	28	579,000	-	579,000
Finance	17	1,538,726	-	1,538,726
Housing & Social Services	70	325,669	-	325,669
Planning & Community Dev	37	966,743	-	966,743
Building & Licenses	30	861,599	-	861,599
Parks & Recreation	72	1,818,227	-	1,818,227
Police	26	9,550,654	-	9,550,654
Code Enforcement	23	806,296	-	806,296
Building & Grounds Maintenance	39	1,832,010	-	1,832,010
Public Works - Admin	32	592,413	(5,000)	587,413
Public Works - Streets	41	637,105	-	637,105
Public Works - Trash	50		-	-
Public Works - Vehicle Maintenance	49	945,959	-	945,959
Total Expenditure - Ex Transfer-Out		28,322,655	2,555	28,325,210
Transfer-Out	19	6,844,547	74,000	6,918,547
Total Expenditure		35,167,202	76,555	35,243,757

Exhibit "A"

FY 25 Budget Amendment #1 - Summary By Fund - First Hearing

Governmental Funds										
	General Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Law Enforcement Training Trust Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
<u>Adopted Budget</u>										
<u>Funding</u>										
Revenue/Loans	24,076,772	2,532,000	1,435,000	314,892	5,525,000	265,000	2,500	-		34,151,164
Use Of / (Add To) Fund Bal	5,490,516	-	205,823	-	-	158,541	47,500	-		5,902,380
Total Funding Ex Trans-In	29,567,288	2,532,000	1,640,823	314,892	5,525,000	423,541	50,000	-	-	40,053,544
Transfer-in	5,599,914	1,756,400	119,177	313,483			-	4,244,673	1,753,482	13,787,129
Total Funding	35,167,202	4,288,400	1,760,000	628,375	5,525,000	423,541	50,000	4,244,673	1,753,482	53,840,673
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	28,322,655	4,288,400	1,760,000	628,375	1,162,759	423,541	50,000	4,244,673	1,753,482	42,633,885
Transfer-Out	6,844,547	-	-	-	4,362,241	-	-	-	-	11,206,788
Total Expenditure	35,167,202	4,288,400	1,760,000	628,375	5,525,000	423,541		4,244,673	1,753,482	53,840,673
<u>Amendment #1</u>										
<u>Funding</u>										
Revenue/Loans	-	-	-	-	-	-	-	-	-	-
Use Of / (Add To) Fund Bal	(76,555)	-	-	-	-	-	-	-	-	(76,555)
Total Funding Ex Trans-In	(76,555)	-	-	-	-	-	-	-	-	(76,555)
Transfer-in	-	74,000	-	-	-	-	-	-	-	74,000
Total Funding	(76,555)	74,000	-	-	-	-	-	-	-	(2,555)
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	2,555	74,000	-	-	-	-	-	-	-	76,555
Transfer-Out	74,000	-	-	-	-	-	-	-	-	74,000
Total Expenditure	76,555	74,000	-	-	-	-	-	-	-	150,555
<u>Budget Thru Amend #1</u>										
<u>Funding</u>										
Revenue/Loans	24,076,772	2,532,000	1,435,000	314,892	5,525,000	265,000		-	-	34,148,664
Use Of / (Add To) Fund Bal	5,413,961	-	205,823	-	-	158,541		-	-	5,778,325
Total Funding Ex Trans-In	29,490,733	2,532,000	1,640,823	314,892	5,525,000	423,541		-	-	39,926,989
Transfer-in	5,599,914	1,830,400	119,177	313,483	-	-		4,244,673	1,753,482	13,861,129
Total Funding	35,090,647	4,362,400	1,760,000	628,375	5,525,000	423,541		4,244,673	1,753,482	53,788,118
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	28,325,210	4,362,400	1,760,000	628,375	1,162,759	423,541		4,244,673	1,753,482	42,660,440
Transfer-Out	6,918,547	-	-	-	4,362,241	-		-	-	11,280,788
Total Expenditure	35,243,757	4,362,400	1,760,000	628,375	5,525,000	423,541		4,244,673	1,753,482	53,941,228

Exhibit "A"

FY 25
Budget Amendment #1 - Summary By Fund - First Hearing

Enterprise Funds										
	Water-Sewer Operating Fund						Storm Water Op	Water Sewer CIP	Storm Water CIP	Total
	Water-Sewer Operating Divisions (Expense)					Total Water-Sewer Op Fund	Storm Water Op Fund	Total Water-Sewer CIP Fund	Storm Water CIP Fund	Total Enterprise Funds
	Water Division	Sewer Division	Water-Sewer Finance Division	Water Lines Division	CIP Mgmt Division					
<u>Adopted Budget</u>										
<u>Funding</u>										
Revenue/Loans						10,339,627	2,065,383	2,956,876	1,424,778	16,786,664
Use Of / (Add To) Fund Bal						1,484,420	1,936,598	-	-	3,421,018
Total Funding Ex Trans-In						11,824,047	4,001,981	2,956,876	1,424,778	20,207,682
Transfer-in						119,177		3,155,707	2,252,931	5,527,815
Total Funding	-	-	-	-	-	11,943,224	4,001,981	6,112,583	3,677,709	25,735,497
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	2,728,499	5,003,472	2,033,489	329,116	354,015	10,448,590	1,968,582	6,112,583	3,752,931	22,282,686
Transfer-Out	-	-	1,494,633	-	-	1,494,633	2,033,399	-	-	3,528,032
Total Expenditure	2,728,499	5,003,472	3,528,122	329,116	354,015	11,943,223	4,001,981	6,112,583	3,752,931	25,810,718
<u>Amendment #1</u>										
<u>Funding</u>										
Revenue/Loans						-	-	-	-	-
Use Of / (Add To) Fund Bal						-	-	-	-	-
Total Funding Ex Trans-In						-	-	-	-	-
Transfer-in						-	-	-	-	-
Total Funding	-	-	-	-	-	-	-	-	-	-
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	-	-	-	-	-	-	-	-	-	-
Transfer-Out	-	-	-	-	-	-	-	-	-	-
Total Expenditure	-	-	-	-	-	-	-	-	-	-
<u>Budget Thru Amend #1</u>										
<u>Funding</u>										
Revenue/Loans						10,339,627	2,065,383	2,956,876	1,424,778	16,786,664
Use Of / (Add To) Fund Bal						1,484,420	1,936,598	-	-	3,421,018
Total Funding Ex Trans-In						11,824,047	4,001,981	2,956,876	1,424,778	20,207,682
Transfer-in						119,177	-	3,155,707	2,252,931	5,527,815
Total Funding	-	-	-	-	-	11,943,224	4,001,981	6,112,583	3,677,709	25,735,497
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	2,728,499	5,003,472	2,033,489	329,116	354,015	10,448,590	1,968,582	6,112,583	3,752,931	22,282,686
Transfer-Out	-	-	1,494,633	-	-	1,494,633	2,033,399	-	-	3,528,032
Total Expenditure	2,728,499	5,003,472	3,528,122	329,116	354,015	11,943,223	4,001,981	6,112,583	3,752,931	25,810,718

Exhibit "A"

FY 25 Budget Amendment #1 Summary By Line Item
First Hearing

#	Amount	Purpose	Funding Source
1	\$5,000	Employee Educational Assistance for College/Educational reimbursement determined by City policy	Vacancies
2	\$481,458	Funding of 2015 Bond Interest & Principal and Bank Fees. This is in leu of FY 2024 refinancing	FY 2024 Loan Financing
3	\$74,000	Basketball Courts Renovation at Ingram Park	General Fund Balance
4	\$2,555	Bronze City Seal Carry-over	General Fund Balance
5			