CITY OF OPA-LOCKA

The City of Bright Opportunities

REGULAR COMMISSION MEETING
Agenda

Wednesday, May 28, 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

<u>SPEAKING BEFORE THE CITY COMMISSION</u>

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

<u>DECORUM POLICY</u>
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

<u>NOTICE TO ALL LOBBYISTS</u>
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*

<u>FLORIDA STATUTES, CHAPTER 285.0105</u>
“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.”

<u>PROCEDURES FOR PUBLIC PARTICIPATION</u>

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
May 28, 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 of May 14, 2025

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

10. PUBLIC PRESENTATIONS:

Donald Jones, Vice President
SP+
Ref: Parking Study

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, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE TERMINATION OF AGREEMENT WITH ARTPAD INC FOR THE ART IN THE RIGHT OF WAY SERVICES AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE PROJECT PROPOSAL OF CREATIVE ORDER, LLC, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000.00); 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 MULTI-AGENCY GANG TASK FORCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND MIAMI-DADE COUNTY SHERIFF'S OFFICE MULTI-AGENCY GANG TASK FORCE, IN THE FORM 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, AUTHORIZING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO ADDRESS THE CITY'S FINANCIAL OBLIGATION RELATED TO THE SERIES 2015B BOND DEBT WITH CITY NATIONAL BANK OF FLORIDA; 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 OPA-LOCKA, FLORIDA, APPOINTING MEMBERS TO THE CHARTER REVIEW BOARD; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SALARY INCREASE FOR THE CITY CLERK; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE***. Sponsored by Commissioner Santiago*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL PLAT FOR THE CONSTRUCTION AND OPERATION OF A SELF-STORAGE FACILITY ON THE PROPERTY LOCATED AT 14301 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-000-**

0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING ORDINANCE 07-03 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ALONG WITH ANY COMPANION LANGUAGE WITHIN THE EXISTING CODE OF ORDINANCES PERTAINING TO "PERSONNEL RULES, POLICIES AND REGULATIONS"; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

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

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

Commissioner Dr. Sherelean Bass
- **Crossing Guard Shortage**
- **Status of city's Garbage and Trash Services**

Vice Mayor Joseph L. Kelley
- **Upcoming Budget Schedule & Analysis**
- **Solid Waste Agreements**
- **City-Wide Park Master Plan**
- **Infrastructure Partnerships**

20. OFFICIAL BOARD APPOINTMENTS:

Charter Review Board
1 Individual appointment (Commissioner Bass)
1 individual appointment (Commissioner Ervin)
1 Individual appointment (Commissioner Santiago)
1 individual appointment (Vice Mayor Kelley)

1 individual appointment (Mayor Taylor)
2 at-large appointments

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **Please join the City of Opa-locka Mayor & Commission for a Memorial Day Pool Party, Monday, May 26, 2025 from 12:00 PM - 4:00 PM, Sherbondy Village Community Center, 215 Perviz Avenue, Opa-locka, Florida.** *Hosted by Commissioner Natasha L. Ervin*

2. **City of Opa-locka Mayor & Commission presents a Haitian Heritage Month Reception, Wednesday, May 28, 2025 at 5:45 PM, Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.** *Hosted by Vice Mayor Joseph L. Kelley*

3. **The City of Opa-locka Mayor & Commission Sign Ordinance Workshop hosted by Commissioner Luis B. Santiago, Thursday, May 29, 2025 at 6:00 PM, Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.**

4. **City of Opa-locka Mayor & Commission presents a free food distribution in partnership with Farm Share, Wednesday, June 4, 2025 from 9:30 AM - 12:30 PM, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. While supplies last, on a first come, first-served basis.** *Hosted by Vice Mayor Joseph L. Kelley*

5. **The City of Opa-locka wants to hear from you!! Join us for a public workshop on the city's Infrastructure Vulnerability Assessment, Thursday, June 5, 2025 at 6:00 PM, Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida. Learn about the project's goals, timeline, and how flooding impacts our community. Share your input to help identify flood-prone areas and critical public assets.**

6. **City of Opa-locka Mayor & Commission presents Community Chess & Dominoes Challenge, Saturday, June 7, 2025 from 12:00 PM - 1:30 PM, Sherbondy Park Pavilion, 215 Perviz Avenue, Opa-locka, Florida.** *Hosted by Commissioner Dr. Sherelean Bass and Commissioner Luis B. Santiago*

7. **The City of Opa-locka Mayor & Commission presents Meet Me Monday hosted by Vice Mayor Joseph L. Kelley, Monday, June 9, 2025, at 6:00 PM, at the Living Word Baptist Church, 2045 Ali-baba Avenue, Opa-locka, Florida.**

8. **The City of Opa-locka Mayor & Commission present Father & Me Fishing Tournament hosted by Vice Mayor Joseph L. Kelley on Saturday, June 14,**

2025 from 9:00 AM - 12:00 PM, Ingram Park Lakefront, 2100 Burlington Street, Opa-locka, Florida. To sign up, please call 305.953.2868 Ext. 1105.

9. **The City of Opa-locka Mayor & Commission Father & Son / Daughter Basketball Tournament, Saturday, June 14, 2025 from 10:00 AM - 3:00 PM, Sherbondy Village Basketball Gymnasium, 215 Perviz Avenue, Opa-locka, Florida. Sign up or call: online at www.SwatTeamWork.org, by telephone at 954.770.6148 or email inc.swat@gmail.com.** *Hosted by Commissioner Dr. Sherelean Bass*

10. **The City of Opa-locka Mayor & Commission present Sunday Funday 2025 hosted by Commissioner Natasha L. Ervin in partnership with the Opa-locka Police Department, TMT Customz, and the Opa-locka Booster Club, Sunday, May 25, 2025 from 12:00 PM - 7:00 PM, Ingram Park, 2100 Burlington Street, Opa-locka, Florida.**

11. **The City of Opa-locka Mayor & Commission invite you to a Community Food and Resource Drive on Friday, June 20, 2025 from 10:00 AM - 1:00 PM, Segal Park, 2331 NW 143rd Street, Opa-locka, Florida.**

12. **Lou Foundation, Inc. in partnership with City of Opa-locka Commissioner Dr. Sherelean Bass presents Heal, Learn, Grow, Love; the Lotus Bloom Gathering, start date Tuesday, June 3, 2025 and every Tuesday thereafter for the next six weeks from 6:00 PM - 8:00 PM, Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. Registration required: www.loufoundationinc.org or for more information please email loufoundationinc@gmail.com.**

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 CITY COMMISSION MEETING
Wednesday, May 14, 2025
7:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the meeting to order at 7:00 PM on Wednesday, May 14, 2025, at the Opa-locka Historic City Hall, 777 Sharazad Boulevard, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Joseph L. Kelley, Commissioner 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 Attorney Candice Cobb, City Attorney Burnadette Norris-Weeks and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by former Vice Mayor Rose Tydus.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Interim Chief of Police Dr. Robn Starks and recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Special Presentation
Commissioner Luis B. Santiago

First, the City Commission recognized the Opa-locka Hurricanes youth basketball team for their champion win.

Mayor Taylor then recognized former city elected officials in the audience including Veronica Williams, Rose Tydus, and Audrey Dominguez.

Commissioner Santiago recognized the President of the Paraguayan community in Miami-Dade, Mr. Juan Correa. Mr. Correa addressed the City Commission, expressing gratitude and wishing the city a happy 99th anniversary, and emphasizing the importance of the relationship with Opa-locka. He presented a proclamation to the City Commission.

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

Commissioner Bass requested to pull item 13-5.

Vice Mayor Kelley requested to pull item 13-3.

There being no additional discussion, the motion to approve the Consent Agenda (13-1, 13-2 and 13-4) 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 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:

Sunshine Meeting Minutes - April 17, 2025
Regular Commission Meeting - April 23, 2025
Sunshine Meeting Minutes - April 28, 2025
Sunshine Meeting Minutes - May 5, 2025

It was moved by Commissioner Ervin, seconded by Commissioner Santiago, to approve the April 17, 2025 Sunshine Meeting Minutes.

There being no 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

It was moved by Vice Mayor Kelley, seconded by Commissioner Ervin, to approve the April 23, 2025 Regular Commission Meeting Minutes.

There being no 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

It was moved by Commissioner Bass, seconded by Commissioner Santiago, to approve the April 28, 2025 Sunshine Meeting Minutes.

There being no 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

It was moved by Vice Mayor Kelley, seconded by Commissioner Ervin, to approve the May 5, 2025 Sunshine Meeting Minutes.

There being no 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:

There were no public presentations.

11. CITIZENS' FORUM:

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

Mayor Taylor opened the Citizens' Forum.

City Clerk Joanna Flores stated there were no virtual public comments.

Adrian Acosta, representing JMP Green Ventures, requested a further lien reduction for 3120 NW 134th Street, citing financial hardship. He noted the owner, Juan Morales, paid over $13,800 in delinquent taxes to avoid a tax deed sale and brought the property into full compliance. He asked the Commission to accept a $20,000 settlement, secured through a private loan, as full resolution, citing legal authority under state law and city ordinances.

Marc Cooper addressed concerns about the city's code enforcement hearing process. He cited a case in Miami Springs where the city attorney attended the hearing and proper procedure was followed, contrasting it with Opa-locka. He criticized the absence of legal representation at local hearings, which he said leads to procedural issues, including property owners not receiving copies of judgments. He described one case where a $200 daily lien was issued without proper notice or proof of service, delaying a property loan. He urged the city to correct these practices and warned it could result in widespread problems if left unaddressed.

Brian Dennis, 2140 York Street, spoke in support of Item 5 and asked the Commission to consider increasing the funding amount. He emphasized the importance of restoring the Arabian Nights Parade not for recognition, but to honor the city's legacy and the community leaders who built it. He thanked the Mayor for including the item and urged the Commission to invest more so the event could return to its former impact and be fully enjoyed by the community.

Mayor Taylor closed the Citizens' Forum.

Mayor Taylor advised Mr. Acosta and Mr. Cooper to address their concerns directly with the Interim City Manager. He explained that if the Interim City Manager determines action is appropriate regarding the lien amnesty program or code enforcement issues, she will bring the matter before the Commission for a vote. He added that the Commission could not make decisions on those items that evening. In response to Mr. Dennis, the Mayor stated the funding request would be discussed at a later time.

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

1. [13-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE PROPOSED THREE PERCENT (3%) MEMBER WAGE INCREASE PURSUANT TO THE REOPENER NEGOTIATIONS WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 79, LOCAL 206 (AFSCME); APPROVING AND AUTHORIZING THE AGREEMENT BETWEEN THE PARTIES ON CITY JOB RECLASSIFICATION; PROVIDING FOR INCORPORATION OF

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

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

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

Interim City Manager Lawson introduced the item, explaining that the City had entered collective bargaining negotiations for FY25 to address job classifications and wage increases. Although the City initially proposed a 6% retroactive increase, both parties ultimately agreed to a 3% increase without retroactivity. She noted that Ms. Mary Adams was present to answer any additional questions.

Vice Mayor Kelley supported the wage increase but raised concerns about timing, as the AFSCME agreement expires in two months and a citywide pay plan is still pending. He noted the raise only applies to union employees and urged consideration for non-union staff. He also highlighted that the increase was not budgeted and would need to come from the general fund.

Commissioner Bass agreed with Vice Mayor Kelley, expressing support for raises but stating the city should wait until the updated pay plan is finalized before moving forward.

Mayor Taylor asked when the increase would take effect and if it could wait for the upcoming pay plan. Interim City Manager Lawson said the raise would be effective upon approval, while the pay plan would be presented in early June. She explained some employees may see additional adjustments depending on where their salaries fall. Mayor Taylor emphasized the need to also address non-union staff, and she agreed.

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

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

2. **[13-5] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING HIP ROCK STAR, LLC TO PRODUCE AND CURATE THE ARABIAN NIGHTS FESTIVAL, FOR AN AMOUNT NOT TO EXCEED THE BUDGETED ALLOCATION OF ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

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

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

Mayor Taylor explained that the Commission had previously approved $450,000 for the Arabian Nights Festival, and the funding rolled over into the current budget year. He stated the item was on the agenda because the city's contract with Rockstar LLC (formerly PIP) did not account for the additional cost of advertising services. Since expenses for TV, radio, and other promotions would exceed the original contract amount, state guidance required the Commission to formally approve the overage.

Discussion ensued about the event and amount.

Commissioner Santiago supported the Arabian Nights event but felt $150,000 may be insufficient. He proposed aligning the event with the city's 100-year anniversary and suggested increasing the budget to $250,000. He emphasized the need for collaboration, proper planning, and possibly going out to bid to ensure a successful and inclusive citywide celebration.

Vice Mayor Kelley opposed the item as presented, emphasizing the importance of relaunching Arabian Nights in a meaningful way. He supported the event but believed $100,000 was insufficient and advocated for a full three-day celebration reflecting the city's diversity. He suggested the Commission develop a clear scope of services and issue an RFQ or RFP for next year's centennial, rather than rushing to authorize a current vendor without input. He recommended using some of the existing funds for a formal procurement process and urged the Commission to ensure broad community inclusion.

Commissioner Santiago asked if the funding for Arabian Nights would be included in the upcoming fiscal year's budget. Interim City Manager Lawson clarified that the $150,000 was already in the current budget and could be rolled over into the next year if the Commission desired. Commissioner Santiago supported ensuring those funds remain allocated for next year's centennial celebration and proposed modifying the item to begin planning a multi-day event. He suggested the city go out to bid and recommended setting aside at least $250,000 in the new budget to ensure a successful festival.

Based on the feedback, Mayor Taylor withdrew the item so it could be brought back for consideration at a later date.

13. ADMINISTRATION:

CONSENT AGENDA:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI INVITATION FOR BID IFB #1115382 WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING; APPROVING EXECUTION OF THE AGREEMENT, ATTACHED HERETO AS EXHIBIT "A", FOR MILLING AND RESURFACING

SERVICES TO COMPLETE PHASE X OF THE MILLING & RESURFACING PROJECT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-FIVE THOUSAND, EIGHTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS ($155,088.75); 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 CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI INVITATION FOR BID IFB #1115382 WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT REPLACEMENT AND WIDENING OF THE SHERBONDY VILLAGE CONCRETE TRAILS IN AN AMOUNT NOT TO EXCEED EIGHTY-ONE THOUSAND, NINE HUNDRED NINETY-SEVEN DOLLARS AND FIFTY CENTS ($81,997.50); APPROVING EXECUTION OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; 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, APPROVING THE PROPOSED THREE PERCENT (3%) MEMBER WAGE INCREASE PURSUANT TO THE REOPENER NEGOTIATIONS WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES' COUNCIL 79, LOCAL 206 (AFSCME); APPROVING AND AUTHORIZING THE AGREEMENT BETWEEN THE PARTIES ON CITY JOB RECLASSIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

   Item was pulled for discussion.

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO PRIORITIZE INFRASTRUCTURE IMPROVEMENTS IN THE FISCAL YEAR 2025-2026 BUDGET ADDRESSING FLOODING MITIGATION SEWER SYSTEM IMPROVEMENTS AND ROADWAY BEAUTIFICATION; 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, AUTHORIZING HIP ROCK STAR, LLC TO PRODUCE AND CURATE THE ARABIAN NIGHTS FESTIVAL, FOR AN AMOUNT NOT TO EXCEED THE BUDGETED ALLOCATION OF ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

   Item was pulled for discussion.

Please note that the vote 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):

There were none.

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF OPA-LOCKA, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE (first reading / public hearing held on April 23, 2025).** *Sponsored by the City Clerk*

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

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

City Clerk Flores 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 was no Commission discussion.

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

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

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, SECTION 2-28 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "DATE, TIME FOR REGULAR MEETINGS" TO AMEND THE START TIME FOR REGULAR CITY COMMISSION MEETINGS TO 6:00 PM, RATHER THAN 7:00 PM; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing April 23, 2025). *Sponsored by Mayor Taylor*

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

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

Mayor Taylor 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.

Commissioner Bass stated support for the item but noted the need to reevaluate in the future due to scheduling concerns. She explained that with pre-meetings scheduled at 6:00 PM, balancing responsibilities could become challenging and indicated she may revisit the issue later if necessary.

Commissioner Santiago echoed concerns about the 6:00 PM meeting start time, stating many residents were unaware of the event and unable to attend right after work. He suggested keeping meetings at 7:00 PM and improving communication to better engage the community.

Commissioner Ervin stated that people make time for what matters to them. She noted that if attending Commission meetings is important, residents will show up. She expressed concern for staff working long hours but supported giving the 6:00 PM start time a trial, with the option to revisit it later if needed.

Vice Mayor Kelley reiterated concerns shared at the prior meeting regarding the 6:00 PM start time, emphasizing the need for flexibility to hold workshops or shade meetings beforehand since commissioners are already scheduled to be present. He supported trying the earlier time but requested a six-month review to evaluate its effectiveness. He asked City Attorney Norris-Weeks if that could be included in the ordinance. Attorney Norris-Weeks clarified that while the ordinance itself cannot include a review clause, the Commission can choose to revisit the item after six months.

Mayor Taylor proposed an amendment to include an educational period before implementing the new 6:00 PM meeting time. He suggested that meetings continue at 7:00 PM through the end of May to allow time to inform residents of the change.

It was moved by Mayor Taylor, seconded by Commissioner Santiago, to amend the motion to include an educational period and the new time would become effective in June 2025.

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

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

There being no additional discussion, the motion to approve the ordinance, as amended, 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 submitted a written report and was available for questions.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

Commissioner Santiago thanked Commissioner Bass for organizing the chess and dominoes event held on the first Saturday of the month at Sherbondy Park. He noted he was unable to attend the last gathering but heard it was well attended and expressed support for continuing the event monthly.

Vice Mayor Kelley thanked Commissioners Bass, Santiago, Irvin, and Mayor Taylor for supporting the National Day of Prayer and Farm Share events. He noted that "Meet Me Monday" featured city department updates and praised staff participation. He reminded residents the DMV outreach event is fully booked and encouraged timely registration for future opportunities. Upcoming events include a May 23 fishing trip, a May 28 Haitian Heritage Month celebration, a Juneteenth observance, a June resource fair at Segal Park, a CERT training in July, and a fraud prevention workshop. He closed by reflecting on returning to the chamber where he was sworn in as Mayor in 2004.

Commissioner Ervin thanked everyone who helped make the Mother's Day picnic a success. She announced the Father's Day event will be held on June 12 and asked for support from female employees to help serve. She also reminded everyone to check the website for upcoming events, including a Hawaiian-themed bingo night and activities celebrating the city's 99th anniversary.

Mayor Taylor announced plans to improve the Tri-Rail station following Tri-Rail Day, encouraged residents to shop local for Small Business Month, and shared details of a July 19 event offering free vaccines and physicals for uninsured children. He introduced a new "City Hall on Wheels" initiative to bring services into neighborhoods. He congratulated Isaiah Kelley on his graduation and return to serve the community. He also promoted the city's 99th birthday events — all free and open to the public.

20. OFFICIAL BOARD APPOINTMENTS:

There were none.

21. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Santiago, seconded by Vice Mayor Kelley to adjourn the meeting at 8:27 PM.

John H. Taylor Jr.
Mayor

ATTEST:

____

Joanna Flores
City Clerk

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

Sponsored by: Interim City Manager

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE TERMINATION OF AGREEMENT WITH ARTPAD INC FOR THE ART IN THE RIGHT OF WAY SERVICES AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE PROJECT PROPOSAL OF CREATIVE ORDER, LLC, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka adopted Resolution No. 24-172, which authorized the Interim City Manager to enter into an agreement with ArtPad, Inc for the Arts in the Right of Way Services. This is an American Rescue Plan Act (ARPA) funded project with an allocated budget of One Hundred Twenty-Five Thousand Dollars ($125,000.00); and

WHEREAS, on April 2, 2025, the City of Opa-Locka ("City") received written notification of the contractor's desire to terminate the contract for convenience, attached here as Exhibit "A"; and

WHEREAS, the acceptance of this termination will not have an additional fiscal impact on the project due to no funds been expended; and

WHEREAS, City staff engaged Creative Order, LLC. for this project for the City' s beautification and artistic cultural enhancement and a proposal was provided in the amount of One Hundred Twenty-Four Thousand, Two Hundred Ninety Dollars ($124,290.00), attached here as Exhibit "B". City Administration desires to accept this proposal to proceed with the project; and

WHEREAS, pursuant to Section 2-318(4)(g) of the City's Purchasing Code (as approved by Ordinance 2020-07), Artistic Services are not subject to competitive solicitation requirements; and

WHEREAS, after extensive discussion with the ARPA consultant, a change in contractors will not affect the ARPA funding so long as the project scope of services and budget does not change; and

WHEREAS, the Artscape project has been allocated Sixty-Two Thousand, Five Hundred Dollars ($62,500.00) in ARPA funding. Budget Amendment #1 contributed an additional allocated Sixty-Two Thousand, Five Hundred Dollars ($62,500.00) in ARPA funds, bringing the total funding for the initiative to One Hundred Twenty-Five Thousand Dollars ($125,000.00). This project does not involve any long-term or ongoing expenditures from the General Fund; and

WHEREAS, the City Commission desires to approve the contract termination from ArtPad, Inc and enter into an agreement with Creative Order, Inc, attached here as Exhibit "C", in an amount not to exceed One Hundred Twenty-Five Thousand Dollars ($125,000.00).

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

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

SECTION 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby approves the contract termination from ArtPad, Inc and enter into an agreement with Creative Order, Inc, attached here as Exhibit "C", in an amount not to exceed One Hundred Twenty-Five Thousand Dollars ($125,000.00).

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, 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

<table>
<tr><td>Department Director:</td><td colspan="2">Adelina Gross</td><td>Department Director Signature:</td><td colspan="4">Adelina Gross</td></tr>
<tr><td>Interim City Manager:</td><td colspan="2">Sha'mecca Lawson</td><td>ICM Signature:</td><td colspan="4">Sha'mecca Lawson</td></tr>
<tr><td>Commission Meeting Date:</td><td colspan="2">05.28.2025</td><td>Item Type:
(Enter X in box)</td><td>Resolution
X</td><td colspan="2">Ordinance</td><td colspan="2">Other</td></tr>
<tr><td rowspan="2">Fiscal Impact:
(Enter X in box)</td><td>Yes</td><td>No</td><td colspan="2">Ordinance Reading:
(Enter X in box)</td><td colspan="2">1st Reading</td><td colspan="2">2nd Reading</td></tr>
<tr><td>X</td><td></td><td colspan="2">Public Hearing:
(Enter X in box)</td><td>Yes</td><td>No
X</td><td>Yes</td><td>No
X</td></tr>
<tr><td>Funding Source:
Account# :</td><td colspan="2">(Enter Fund & Dept)
Ex:
See Financial Impact Section</td><td colspan="2">Advertising Requirement:
(Enter X in box)</td><td colspan="2">Yes</td><td colspan="2">No
X</td></tr>
<tr><td>Contract/P.O. Required:
(Enter X in box)</td><td>Yes</td><td>No
X</td><td colspan="2">RFP/RFQ/Bid#:</td><td colspan="4"></td></tr>
<tr><td>Strategic Plan Related
(Enter X in box)</td><td>Yes</td><td>No
X</td><td colspan="2">Strategic Plan Priority Area:
Enhance Organizational ☐
Bus. & Economic Dev ☐
Public Safety ☐
Quality of Education ☐
Qual. of Life & City Image ■
Communication ☐</td><td colspan="4">Strategic Plan Obj./Strategy:
(list the specific objective/strategy this item will address)</td></tr>
<tr><td>Sponsor Name</td><td colspan="2">Interim City Manager</td><td colspan="2">Department:</td><td colspan="4">Capital Improvement Program</td></tr>
</table>

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE TERMINATION OF AGREEMENT WITH ARTPAD INC FOR THE ART IN THE RIGHT OF WAY SERVICES AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE PROJECT PROPOSAL OF CREATIVE ORDER IN AN AMOUNT NOT TO EXCEED $125,000.

Staff Summary:

The City Commission adopted Resolution No. 24-172, which authorized the Interim City Manager to enter into an agreement with ArtPad, Inc for the Arts in the Right of Way Services. This is an ARPA funded project with an allocated budget of $125,000. On April 2, 2025, the City received written notification of the contractor's desire to terminate the contract for convenience. The acceptance of this termination will not have an additional fiscal impact on the project due to no funds been expended.

Staff engaged Creative Order for this project and was provided a proposal in the amount of $124,290. After extensive discussion with the ARPA consultant, a change in contractors will not affect the ARPA funding so long as the project scope of services and budget does not change. City Administration desires to accept this proposal to proceed with the project.

Artistic Services which are not subject to competitive solicitation requirements according to the City Code of Ordinances Sec.2-318(4)(g) "Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting, and sculpture, photography, culinary arts, fashion design and the like provided however, that contracts for artistic instructors, coaches, teachers, aides, and assistants are deemed contractual services subject to the requirements of competitive procurement"."

Financial Impact: The Artscape project has been allocated $62,500 in ARPA funding. Budget Amendment #1 contributed an additional $62,500 in ARPA funds, bringing the total funding for the initiative to $125,000. This project does not involve any long-term or ongoing expenditures from the General Fund.

Proposed Action:

The staff recommends the City Commission approve the recommendation to accept the contract termination and accept the proposal for this project.

Attachment:

Resolution No. 24-172
Termination Letter
Artscape Project Cost Estimate and Draft

Artscape Opa-locka

Celebrating Moorish Heritage Through Public Art

creative order

Artscape Opa-locka

Celebrating Moorish Heritage Through Public Art

Our vision for Opa-Locka connects residents to their environment through thoughtfully designed public spaces that honor the city's distinctive character while creating functional, beautiful streetscapes that foster civic pride and cultural appreciation.

Opa-locka is a cultural treasure with its remarkable Moorish Revival architecture. Our proposal envisions transforming everyday public infrastructure such as crosswalks and bus shelters to celebrate Opa-Locka's heritage with recurring geometric patterns that connect the community in a unified identity. A strategic use of color within a harmonious Moorish-inspired palette will ensure each area maintains distinction while contributing to the city's cohesive visual language. This approach transforms ordinary infrastructure into an ongoing visual dialogue that creates meaningful connections between seemingly separate elements of the urban landscape.

Artscape Opa-locka

Celebrating Moorish Heritage Through Public Art

DESIGN INTEGRATION

Moorish design is based on geometric patterns and graceful arabeques derived from forms found in nature

The Baghdad of South Florida, Opa-Locka is the home to the largest collection of Moorish revival architecture in the Western hemisphere.

creative order

Artscape Opa-locka

Celebrating Moorish Heritage Through Public Art

Public Workshops and Design Sessions

- Host design workshops with the Opa-locka Community Redevelopment Agency where residents can learn about Moorish design principles and contribute pattern ideas
- Organize walking tours of existing Moorish architecture to help participants understand design elements before contributing ideas
- Create accessible feedback sessions where community members can review and comment on preliminary designs

Youth Engagement Programs

- Partner with local schools to develop age-appropriate design activities where students create Moorish-inspired patterns
- Establish after-school programs at the Opa-locka Arts & Recreation Center focused on public art and design
- Create a "Junior Designer" initiative where young people work alongside professional designers to develop specific infrastructure elements

Professional Design Charettes

- Hold intensive design sessions with local architects, artists, and designers to develop cohesive concepts
- Include community representatives in these professional charettes to ensure resident perspectives are incorporated
- Organize public presentations of charette outcomes with opportunities for community feedback

Strategic Local Partnerships

- Partner with Miami-Dade College's art program for technical assistance and student involvement
- Engage the Opa-locka Community Redevelopment Agency to help manage community participation
- Work with local businesses to adopt nearby infrastructure elements and contribute to maintenance

Public Awareness Campaign

- Create a recognizable project brand with information kiosks at community centers
- Develop a social media campaign showing design progress and upcoming participation opportunities
- Host quarterly community celebrations showcasing new designs and implementation milestones
- Establish a volunteer "Design Ambassador" program where trained community members can explain the project to their neighbors

Implementation Involvement

- Create volunteer painting days where community members help implement simpler design elements
- Develop a "sign-off" process where neighborhood representatives approve final designs before installation
- Host public ribbon-cutting ceremonies when major infrastructure elements are completed

creative order

Artscape Opa-locka

Celebrating Moorish Heritage Through Public Art

JUNE 2025 | JULY 2025 | AUGUST 2025 | SEPTEMBER 2025

- Prepare roadways, refresh striping, paint light poles and bus shelters
- Review designs, make revisions, schedule vendors
- Public community plan presentation
- Design approvals, prepare fabrication files
- Install bus shelter and utility box wraps

OCTOBER 2025 | NOVEMBER 2025 | DECEMBER 2025 | JANUARY 2026

- Install lamp pole banners
- Youth engagement programs
- Community ribbon-cutting ceremony
- Paint crosswalks and intersection medallions
- Paint curb and bike lane patterns
- Volunteer painting day

creative order

Artscape Opa-locka

Celebrating Moorish Heritage Through Public Art

BUDGET OVERVIEW

Crosswalk design renewal $27,000
$2100 per crosswalk averaging 7ft x 30ft each
StreetBond paint applied by professional certified application technicians
13 crosswalks total

Curb and bike lane decorative patterns $6,330*
$2,250 StreetBond paint
$1500 rollers
$1000 drills
$120 drill mixer extensions
$300 paint cans
$500 roller pans
$1500 custom stencils
$660 drop cloths

Bus shelter decorative panel replacement and paint renewal $27,000
$9,000 each shelter
Powder-coated aluminum professional fabrication and installation
Acrylic enamel paint

Utility Box vinyl wraps $1,200
$400 each professionally printed and installed

Lamposts repainted in thematic colors $12,510*
$8,250 – Rustoleum Acrylic Enamel 3800 brush on paint
$500 roller pans
$660 drop cloths
$600 paint brushes
$2500 extension ladders

Lamp pole banners $10,250
Double-sided thematic branding professionally printed 18” x 36” each
Weather resistant hanging apparatus designed specifically for pole installation
20 banners along Opa-Locka Blvd leading to Historic City Hall

**Opportunity for community participation*

creative order

Creative Order collaborates with city planners, project managers, and community stakeholders to design site-specific streetscapes, wall murals, studio talk show sets, audience activations, immersive media environments, and surface fabrication.

PORTFOLIO

www.creativeorder.info

Pines Art & Culture Center
Mural

Flagler Village
Streetscape Design

Jacaranda Smiles
Wall Murals

Signs of Life Series
Public Art Commission
Pembroke Pines, FL

Signs of Life Series
Public Art Commission
Miami Shores, FL

Fort Lauderdale-Hollywood Airport
Public art installation

Hoy Dia Talk Show
Set Design

Telemundo News
Desk Design

California Democratic Convention
Set Design

UCLA Governors Forum
Set Design

NBC Universal Presidential Election
Set Design

creative order

From:	Adelina Gross
To:	Ashley Walker
Subject:	FW: City of Opa-locka Art in the Right of Way Project
Date:	Monday, May 5, 2025 1:55:04 PM
Attachments:	OPA LOCKA PRESENTATION.pdf

Please see attached.

Adelina Gross
Capital Improvements Division Manager, City of Opa-locka

Office: 305-953-2868 Ext 3001
Cellular: 305-496-8992
Email: agross@opalockafl.gov

Capital Improvements Division
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
https://www.opalockafl.gov/

From: Daniel Marosi <dmarosidesign@gmail.com>
Sent: Monday, April 28, 2025 12:05 PM
To: Adelina Gross <agross@Opalockafl.gov>
Subject: Re: City of Opa-locka Art in the Right of Way Project

Hi Adelina, Below is the breakdown of project cost estimates including the total price not to exceed $125,000.

Opa-locka Artscape Project Cost Estimate

Crosswalk design renewal $27,000
$2100 per crosswalk averaging 7ft x 30ft each
StreetBond paint applied by professional certified application technicians
13 crosswalks total

Curb and bike lane decorative patterns $6,330
$2,250 StreetBond paint
$1500 rollers
$1000 drills

$120 drill mixer extensions
$300 paint cans
$500 roller pans
$1500 custom stencils
$660 drop cloths

Bus shelter decorative panel replacement and paint renewal $27,000
$9,000 each shelter
Powder-coated aluminum professional fabrication and installation
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$8,250 –Acrylic Enamel brush on paint
$500 roller pans
$660 drop cloths
$600 paint brushes
$2500 extension ladders

Lamp pole banners $10,250
Double-sided thematic branding professionally printed 18” x 36” each
Weather resistant hanging apparatus designed specifically for pole installation
20 banners along Opa-Locka Blvd leading to Historic City Hall

Creative Order Design and Implementation $40,000
Design research and development
Vendor negotiation and oversight
Liability insurance coverage
Implementation coordination
Community activation consultation
Stakeholder presentations
Production management

Total project cost $124,290

I would like to discuss the design approval process when you are available.

Thank you,
Daniel

Daniel Marosi
DESIGN DIRECTOR
305.804.3828
www.creativeorder.info

On Mon, Apr 28, 2025 at 9:06 AM Adelina Gross <agross@opalockafl.gov> wrote:

> Good morning, Daniel,

Thank you for sending the proposal. Can you please add the total price amount for the project?

Adelina Gross
Capital Improvements Division Manager, City of Opa-locka

Office: 305-953-2868 Ext 3001
Cellular: 305-496-8992
Email: agross@opalockafl.gov

Capital Improvements Division
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
https://www.opalockafl.gov/

From: Daniel Marosi <dmarosidesign@gmail.com>
Sent: Friday, April 25, 2025 12:42 PM
To: Adelina Gross <agross@Opalockafl.gov>
Subject: Re: City of Opa-locka Art in the Right of Way Project

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Adelina, Thank you for the opportunity to present a preliminary proposal for the *Art in the Right of Way* project. The attached presentation is a general overview of the project scope, budget, timeline, and community engagement recommendations.

Please let me know when you are available to review details of the project. I would be happy to meet with you and your team to answer questions.

-Daniel

Daniel Marosi
DESIGN DIRECTOR
305.804.3828
www.creativeorder.info

On Fri, Apr 4, 2025 at 4:49 PM Adelina Gross <agross@opalockafl.gov> wrote:

Good afternoon, Mr. Marosi,

The City of Opa-locka would like to receive a proposal for the following project: “Art in the Right of Way”. The idea of this project is to revitalize the historic district and the areas leading to our main buildings.
This is a pilot project as it’s the first time this is done by the City on such a scale, and the budget is not to exceed $125,000.00. I have attached the scope of services and the areas identified by the City for this project. We are open to suggestions, and please let me know if you would like to participate. We can also schedule a meeting so you can have a better idea of the project.

Adelina Gross
Capital Improvement Programs Manager, City of Opa-locka

Office: 305-953-2868 Ext 3001
Cellular: 305-496-8992
Email: agross@opalockafl.gov

Capital Improvements Program
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
https://www.opalockafl.gov/

Public Records Notice: Under Florida Law, email addresses and electronic communications are public records. If you do not want your email address or the content of your electronic communication released in response to a public records request, do not send electronic mail to this entity.

From: Adelina Gross
To: Ashley Walker
Cc: Carlos Gonzalez
Subject: RE: Change of Contractor ARPA Project Opa-locka
Date: Thursday, May 8, 2025 4:57:55 PM

Good afternoon, Ashley,

Can the below communication be included as part of the Agenda for Artscape?

Adelina Gross
Capital Improvements Division Manager, City of Opa-locka

Office: 305-953-2868 Ext 3001
Cellular: 305-496-8992
Email: agross@opalockafl.gov

Capital Improvements Division
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
https://www.opalockafl.gov/

From: Adelina Gross
Sent: Friday, March 28, 2025 10:04 AM
To: Ashley Walker <awalker@Opalockafl.gov>
Subject: FW: Change of Contractor ARPA Project Opa-locka

Please see below,

Adelina Gross
Capital Improvement Programs Manager, City of Opa-locka

Office: 305-953-2868 Ext 3001
Cellular: 305-496-8992
Email: agross@opalockafl.gov

Capital Improvements Program
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
https://www.opalockafl.gov/

From: Irizarry, Alejandro <Alejandro.Irizarry@atkinsrealis.com>
Sent: Tuesday, March 25, 2025 4:49 PM
To: Adelina Gross <agross@Opalockafl.gov>
Cc: Robert Anathan <ranathan@Opalockafl.gov>; Yesly Guillen <yguillen@Opalockafl.gov>; Compson, Anne <anne.compson@atkinsrealis.com>; Capps, Erin <Erin.Capps@atkinsrealis.com>; Trucks, Jamelyn A <Jamelyn.Trucks@atkinsrealis.com>
Subject: RE: Change of Contractor ARPA Project Opa-locka

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Adelina,

Addressing your question below, the City can replace the under-performing contractor with a new contractor to perform the same scope of work. Here's the excerpt from the Treasury's Obligation Guidance citing the FAQ addressing the issue. So long as the City finds a new contractor to perform the same work as previously awarded, there will be no problem.

Replace an existing contract
–As explained in the obligation IFR, recipients may replace a contract after the obligation deadline under one of three circumstances:
1.Contract terminated due to business default, closure, or inability to perform
2.Mutual agreement to terminate
3.Recipient termination for convenience when contract was not properly awarded
–The Replacement contract must be within substantially the same scope and for substantially the same purpose as the original contract. See FAQ **17.17**. In that case, recipients may use SLFRF funds to cover increased costs of the replacement contract or subaward.

Hope this helps. Let us know if you have any other questions.

Regards,

Alejandro Irizarry-Velez PE, PMP
Project Manager
Tel: +13055076648
800 Waterford Way, 7th floor
Miami, FL, 33126
AtkinsRéalis

From: Adelina Gross <agross@Opalockafl.gov>
Sent: Tuesday, March 25, 2025 2:02 PM
To: Irizarry, Alejandro <Alejandro.Irizarry@atkinsrealis.com>

Cc: Robert Anathan <ranathan@Opalockafl.gov>; Yesly Guillen <yguillen@Opalockafl.gov>
Subject: Change of Contractor ARPA Project Opa-locka
Importance: High

Good afternoon, Alejandro,

We have a project, "Art in the Right of Way Program", which was obligated as of December 30th; however, we are having issues of responsiveness with the contractor selected. Is it possible to change the contractor selected and execute a new contract? If so, please let us know what the process and due diligence are that we need to follow for these changes to be under the ARPA funding and reporting.

Adelina Gross
Capital Improvement Programs Manager, City of Opa-locka

Office: 305-953-2868 Ext 3001
Cellular: 305-496-8992
Email: agross@opalockafl.gov

Capital Improvements Program
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
https://www.opalockafl.gov/

April 2nd 2025

City of Opa-locka
Mrs.Burnadette Norris-Weeks
City Attorney
780 Fisherman Street
4th Floor
Opa-Locka FL 33054

Dear Mrs. Burnadette Norris-Weeks

I hope this letter finds you well. We would like to take a moment to express our sincere gratitude for the opportunity to contribute to the beautification of the City of Opa-locka through art.

Unfortunately, after much consideration and numerous discussions, we have come to the difficult decision to terminate our contract. The reasons for this decision are primarily due to outstanding differences, challenges with timelines, and budget constraints that have become insurmountable for us currently. We have done everything possible to navigate these issues, but it has become clear that continuing the project under the current conditions would not be feasible.

We are deeply appreciative of the trust you placed in us, and we remain committed to supporting the community in future opportunities, should they arise. It is our hope that the city's vision for its art projects continues to grow, and we wish you and your team all the best in the future.

If there is anything further to discuss or if we can assist in transitioning the project, please do not hesitate to reach out. We hope to have the chance to collaborate again under more favorable circumstances.

Thank you again for the opportunity and your understanding.

Sincerely,

Rekha C.Rayo- Founder
TAC/Artpad

AGREEMENT FOR ARTISTIC SERVICES

THIS IS AN AGREEMENT, dated the____day of ________, 2025, between:
THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

Creative Order, LLC
a Florida Limited Liability Company, hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of a CONSULTANT for Artistic Services.

1.2 CITY finds it necessary to seek a professional, full-service company for Artistic Services.

1.3 At its meeting of ___________________, 2025, CITY selected CONTRACTOR to perform services needed that will provide artistic services.

1.4 Contractor’s firm will be responsible for providing Artistic Services for the City' s beautification and cultural enhancement.

ARTICLE 2
SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in its Proposals, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", and the legislation attached hereto as Exhibit “B”.

2.2 CONTRACTOR shall abide by all specifications outlined in in its proposal and enacting City legislation.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's Proposal.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professionalstandards and relevant Florida Statutes.

ARTICLE 3
COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4
CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement, Contactor's Proposal and enacting City legislation. The payment for services pursuant to this Agreement shall not exceed One Hundred Twenty-Five Thousand Dollars ($125,000.00).

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant toArticle 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services havebeen rendered in conformity with the Agreement, the invoice will be sent to theCity of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.

D. Final Invoice. In order for both parties herein to close their books and records,the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claimsby the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled or modified until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms ofthe Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY.In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty days (30) prior to the expiration of the date or modification of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period ofthe contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Commercial General Liability Insurance Covering premises-operations, product-completed operations, independent contractors, and contractual liability. Limits: Combined single limit bodily injury/property damage $1,000,000 per occurrence ($2,000,000 Aggregate).

5.6 Automobile Liability Insurance covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with limits not less than $500,000 Aggregate (Including Policy Number and Policy Period.

5.7 Workers' Compensation coverage with statutory limits and Employer's Liability coverage with deductible or self-insured retention (SIR) indicated (Including Policy Number and Policy Period);

5.8 Personal Injury in the minimum amounts of $500,000 for combined Bodily Injury and Property Damage;

5.9 Employer's Liability Insurance with statutory limits;

5.10 A certificate naming the City as an "additional insured" for General Liability is required.

5.11 Certificate holder should be addressed as follows: City of Opa-locka 780 Fisherman Street, 4th Floor Opa-locka, FL 33054

5.12 The CONTRACTOR shall hold the CITY, the City of Opa-locka their agents, and employees, harmless on account of claims for damages to persons, property or premisesarising out of the operations to complete this Agreement and name the CITY as an additionalinsured under their policy.

5.13 The CITY reserves the right to require any other insurance coverage it deemsnecessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever onaccount of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR thefees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and allclaims, demands, or causes of action of whatsoever kind or nature, and the resulting losses,costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees,sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

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

ARTICLE 9
CONTRACT BOND

9.1 The bond requirements for this Agreement shall be as follows:

NOT APPLICABLE

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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

ARTICLE 11
TERM AND TERMINATION

11.1 The term of the contract is one (1) year, unless terminated earlier by its terms.

11.2 This Agreement may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In its sole discretion, the City may allow the Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to the Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; Contractor's Proposal, Exhibit "A", and the enacting City legislation attached hereto as Exhibit "B".

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparingsame shall not apply due to the joint contribution of both parties.

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

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records shall be available at all reasonable times for examination and audit by CITY and shall be kept for aperiod of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost,all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidentialand exempt. All records stored electronically must be provided to the CITY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, EMAIL: JFLORES@OPALOCKAFL.GOV OR BY MAIL: CITY OF OPA-LOCKA – CITY CLERK'S OFFICE, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054

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

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to payany person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Forthe breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwiserecover the full amount of such fee, commission, percentage, gift or consideration.

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

CITY:	Sha'mecca Lawson, Interim City Manager City of Opa-locka Municipal Complex780 Fisherman Street, 4TH Floor Opa-locka, FL 33054
Copy To:	Burnadette Norris-Weeks, City Attorney Burnadette Norris-Weeks, P.A.401 North Avenue of the Arts Fort Lauderdale, Florida 33311
'	
Contractor:	Daniel Marosi Creative Order, LLC 2969 St Thomas Dr Cooper City, FL 33024
Copy To:	Euridice Marosi Creative Order, LLC 2969 St Thomas Dr Cooper City, FL 33024

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

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

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

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

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

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

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

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

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

ATTEST: City of Opa-locka

______________________ BY: ______________________

Joanna Flores
City Clerk

Sha'mecca Lawson
Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

____
Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

_______________________________________ BY:____

Name: ________________________________

Position: ______________________________

____

ATTEST:

____

SECRETARY

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

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at inthe State and County aforesaid on this_______________day of__________, 2025.

____

NOTARY PUBLIC

My Commission Expires:

Sponsored by: Interim City Manager

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 MULTI-AGENCY GANG TASK FORCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND MIAMI-DADE COUNTY SHERIFF'S OFFICE MULTI-AGENCY GANG TASK FORCE, IN THE FORM ATTACHED HERETO AS EXHIBIT "A", FOR LAW ENFORCEMENT SERVICES AND RESOURCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka and the Miami-Dade County Sheriff's Office desire to enter into a Multi-Agency Gang Task Force Mutual Aid Agreement; and

WHEREAS, this Agreement will allow the Opa-Locka Police Department to receive and extend mutual aid in the form of law enforcement services and participate with the Multi-Agency Gang Task Force to adequately respond, investigate, apprehend and prosecute persons who are engaging in criminal activity and other crimes outside the jurisdictional boundaries of the Opa-Locka Police Department; 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 and the Miami Dade County Sheriff Office's Multi-Agency Gang Task Force, are authorized to enter into a Mutual Aid Agreement ("MAA") pursuant to Section 23.12, Florida Statutes, Florida Mutual Aid Act; 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 Multi-Agency Gang Task Force Mutual Aid Agreement with Miami Dade County Sheriff Office's Multi-Agency Gang Task Force, 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 Multi-Agency Gang Task Force Mutual Aid Agreement ("MAA") with the Miami Dade County Sheriff's Office Multi-Agency Gang Task Force, 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

Interim Department Director:	Chief Robin Starks			**Interim Department Director Signature:**			
Interim City Manager:	Sha'mecca Lawson			**CM Signature:**			
Commission Meeting Date:	May 28, 2025		**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**
			Public Hearing: *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
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#:**				
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)* To enhance public safety.		
Sponsor Name	Interim City Manager		**Department:**		Police Department		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MIAMI-DADE SHERIFF'S OFFICE MULTI-AGENCY GANG TASK FORCE TO INVESTIGATE, APPREHEND AND PROSECUTE THOSE PEOPLE WHO ARE ENGAGING IN CRIMINAL

ACTIVITY, AND OTHER CRIMES, OUTSIDE OF JURISDICTIONAL BOUNDARIES OF THE OPA-LOCKA POLICE DEPARTMENT.

Staff Summary:

This is a Mutual Aid Agreement between the City of Opa-locka and the Miami-Dade Sheriff's Office to receive and extend mutual aid in the form of law enforcement services to participate with the Multi-Agency Gang Task Force to adequately respond to investigate, apprehend and prosecute those people who are engaging in criminal activity, and other crimes, outside of jurisdictional boundaries of the Opa-locka Police Department

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

Proposed Action:

Staff recommends the Commission authorizes the Interim City Manager to execute the Mutual Aid Agreement with the Miami-Dade Sheriff's Office.

Attachment:

Mutual Aid Agreement – Multi-Agency Task Force

MULTI-AGENCY GANG TASK FORCE MUTUAL AID AGREEMENT
MIAMI-DADE SHERIFF'S OFFICE
AND
CITY OF OPA-LOCKA

WHEREAS, it is the responsibility of the Miami-Dade Sheriff's Office and the government of the City of Opa-Locka to ensure the public safety of their citizens by providing adequate levels of police services; and

WHEREAS, the Miami-Dade Sheriff's Office and the City of Opa-Locka have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement; and

WHEREAS, this Mutual Aid Agreement is entered into by the Miami-Dade Sheriff's Office and the City of Opa-Locka, by and through its Opa-Locka Police Department. For readability and brevity, this Mutual Aid Agreement will herein be referred to as the "MAA", the Miami-Dade Sheriff's Office will be referred to as the "MDSO", the City of Opa-Locka will be referred to as the "AGENCY", and when referred to collectively the MDSO and AGENCY will be referred to as the "PARTIES", and where referred to singularly, the MDSO or AGENCY may be referred to as a "PARTY"; and

WHEREAS, the purpose of this MAA is to allow the AGENCY to assist the MDSO with its Multi-Agency Gang Task Force, referred to as MAGTF, which was created to conduct proactive gang enforcement operations and investigate criminal activity, apprehend, and prosecute those who are outside of the jurisdictional boundaries of the AGENCY as both PARTIES recognize that criminals do not operate with regard to jurisdictional boundaries; and

WHEREAS, the apprehension and prosecution of these criminals should reduce crime both inside and outside AGENCY limits regardless of where these criminals are ultimately apprehended; and,

WHEREAS, this MAA is separate from, and more specific in purpose than, the "Miami-Dade County Association of Chiefs of Police Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement,

NOW, THEREFORE, BE IT KNOWN that the MDSO and the AGENCY, and the undersigned representatives, invoke mutual aid and voluntary cooperation between the Sheriff of the MDSO and the Chief of Police of the Opa-Locka Police Department by signing this MAA, for the purposes described herein pursuant to the Florida Mutual Aid Act, ss. 23.12 - 23.22, Florida Statutes, and in consideration for mutual promises to render valuable aid, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

I. <u>DEFINITIONS</u>

1. Chief Executive Official: Either the Sheriff of the MDSO, or the Government

Executive (highest ranking official) of the AGENCY, who has the authority to contractually bind the respective law enforcement agency and has executed this MAA, upon the approval of the governing body. This MAA may be amended at any time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this MAA.

2. PARTY head: The Sheriff of the MDSO, or the Sheriff's designee; and the Chief of Police of the Opa-Locka Police Department, or the Chief's designee.
3. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

II. <u>TERMS AND PROCEDURES</u>

1. <u>Operations</u>:
   a. The AGENCY agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the MDSO as required to assist the MDSO to investigate, apprehend and prosecute those people who are engaging in criminal gang activity, and other violent crimes, outside of the jurisdictional boundaries of the AGENCY, however, the AGENCY shall not be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
   b. The PARTY heads, or their designees, shall establish procedures for giving control of the mission definition to the MDSO, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this MAA to the MDSO.
2. <u>Powers, Privileges, Immunities, and Costs</u>:
   a. All employees of the Opa-Locka Police Department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the AGENCY pursuant to a request for aid made in accordance with this MAA, 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 for the party by which they are normally employed.
   b. The PARTY having financial responsibility for the law enforcement agency providing services, personnel, vehicles, equipment, or facilities pursuant to the provisions of this MAA 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 AGENCY shall compensate all of its employees rendering aid pursuant to this MAA 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 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 to such employees.
   d. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any PARTY when

performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this MAA. The provisions of this MAA shall apply with equal effect to paid and auxiliary employees.

3. Indemnification: Each PARTY participating in the MAGTF pursuant to this MAA agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this MAA, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this agreement.
4. Forfeitures: Investigators operating pursuant to this MAA may encounter property subject to forfeiture pursuant to the Florida Contraband Forfeiture Act, Florida Statutes. Such property may be seized, forfeited, and equitably distributed among the PARTIES in proportion to the amount of investigation and participation performed by each law enforcement agency, less the costs associated with the forfeiture action. The MDSO shall have the exclusive right to control and maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or to negotiate a settlement. All seizures (currency, narcotics, evidence or other property) will remain in the control and custody of MDSO officers and will be impounded in accordance with MDSO procedures. The AGENCY must request its share of seized property in writing when the initial seizure documentation is provided to the MDSO, or the AGENCY will be barred from claiming any portion of the seized property that may be ultimately forfeited.
5. Conflicts: Any conflicts between this MAA 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.

III. COMMAND AND SUPERVISORY RESPONSIBILITY

1. Command: The personnel and equipment that are assigned by the AGENCY shall be under the immediate command and direct supervision of a supervising officer designated by the Sheriff of the MDSO, or his/her designee.
2. Conflicts: Whenever an officer is rendering assistance pursuant to this MAA, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the MDSO, then such rule, regulation, policy, general order or procedure of the AGENCY shall control, and shall supersede the direct order.
3. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this MAA, the Sheriff or Chief of Police, or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The

Sheriff or Chief of Police or designee should ascertain at a minimum:

- The identity of the complainant;
- An address where the complainant can be contacted;
- The specific allegation; and;
- The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the AGENCY, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the AGENCY for administrative review. The MDSO 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 MDSO violated any of the MDSO's policies or procedures.

IV. PROVISIONS FOR MUTUAL AID AND VOLUNTARY AND OPERATIONAL ASSISTANCE

1. In compliance with and under the authority of this MAA heretofore entered into by the MDSO and the AGENCY, it is hereby declared that MDSO is requesting assistance from the AGENCY to investigate, apprehend and prosecute those people who are engaging in criminal gang activity, and other crimes, outside of the jurisdictional boundaries of the AGENCY.
2. A deputy sheriff or police officer of either the MDSO or the AGENCY shall be considered to be operating under the provisions of this MAA when participating in law enforcement activities that are preplanned and approved by each respective agency head or appropriately dispatched for the purposes of this MAA.
3. The AGENCY agrees to provide personnel to the MDSO to achieve the purposes of this MAA. AGENCY personnel will only be assigned to participate in operations and investigations governed by this MAA after receiving approval from the MDSO.
4. The MDSO and the AGENCY will furnish their own vehicles and will be responsible for the expenses, maintenance and any liability incurred with respect to the use of their respective vehicles.
5. RECORDS AND REPORTS: All investigative reports and arrest reports will be maintained by the MDSO. With respect to any other records that either PARTY may maintain, each PARTY agrees to comply with public records laws. More specifically, each PARTY will:
   a. Keep and maintain public records that ordinarily and necessarily would be required by the PARTY in order to perform the services required by this MAA.
   b. Provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
   c. Ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining public records and transfer, at no cost, to the other PARTY.

6. PROSECUTION: The criteria for the decision whether to have any particular case prosecuted in the State or Federal system will be based on which level of prosecution and venue would provide the greatest benefit to the overall objectives of the investigation. In all cases, timely notification will be made to the appropriate prosecuting authority.
7. SCHEDULE OF WORK HOURS: Work hours may vary to meet operational needs.
8. INFORMANTS: Funds to pay any confidential informants for information relating to criminal activity will be supplied by the confidential informants' controlling police department. Informants will be paid in accordance with the specific department's rules and regulations.
9. RELEASE OF INFORMATION TO THE PRESS: At no time will any employee of either PARTY release to or discuss with any member of the press any aspect of operations or any aspect of the direction, focus, or general purpose of the investigation without first consulting with the appropriate supervisor of the MDSO. Subsequent to the consultation, officers acting pursuant to the MAA will discuss any information release with the affected investigators and/or prosecutors to assure that the integrity of the investigation will not be jeopardized. In most, if not all access, the release of any information, no matter how generic, will be made jointly with the participation of both PARTIES and pursuant to Florida Statutes Chapter 119 and any other applicable statutes governing the disclosure of public records.

V. EFFECTIVE DATE

This MAA shall be in effect from the date of signing and will remain in effect unless cancelled pursuant to the terms of Section VI. Under no circumstances may this MAA be renewed, amended, or extended except in writing.

VI. CANCELLATION

This MAA may be cancelled by either PARTY upon thirty (30) days written notice to the other PARTY. Cancellation will be at the discretion of the Chief Executive Official of the PARTIES hereto.

AGREED TO AND ACKNOWLEDGED this ______ day of __________________, 2025.

FOR MDSO:

___________________________________ ________________
Rosanna Cordero-Stutz, Sheriff Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

___________________________________ ________________
Janet Lewis, General Counsel Date
General Counsel's Office

FOR THE CITY OF OPA-LOCKA:

_______________________________ _____________
Shamecca Lawson, Interim City Manager Date

_______________________________ _____________
Robin Starks, Interim Chief of Police Date
Opa-locka Police Department

ATTEST:

_______________________________ _____________
Joanna Flores, City Clerk Date
Opa-locka, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_______________________________ _____________
Burnadette Norris-Weeks Date
City Attorney
Opa-locka, Florida

Sponsored by: Interim City Manager

RESOLUTION NO. 25-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO ADDRESS THE CITY'S FINANCIAL OBLIGATION RELATED TO THE SERIES 2015B BOND DEBT WITH CITY NATIONAL BANK OF FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 13, 2015, the City Commission of the City of Opa-Locka ("City Commission") enacted Series Ordinance 15-07, which obligated the City to an aggregate principal amount of Eight Million Six Hundred Thousand Dollars (8,600,000.00) with City National Bank of Florida, to be designated as tax-exempt capital improvement revenue and refunding note Series 2015A and taxable capital improvement revenue note Series 2015B; and

WHEREAS, the City of Opa-Locka has fulfilled the terms and conditions of note Series 2015A with City National Bank of Florida; and

WHEREAS, the City's note Series 2015B Bond has a ten-year term which expires June 1, 2025, with a requirement to repay the remaining balance of Three Million Two Hundred Seventeen Thousand Two Hundred and Ninety-Six Dollars ($3,217,296); and

WHEREAS, with the note Series 2015B Bond approaching its maturity date with a Three Million Two Hundred Seventeen Thousand Two Hundred and Ninety-Six Dollars ($3,217,296.00) final balloon payment, the Interim City Manager recommends that the City Commission authorize the Interim City Manager to take all necessary steps to address the City's financial obligation related to the series 2015B bond dept with City National Bank of Florida; and

WHEREAS, the City Commission finds that it is in the best interests of the City of Opa-Locka to authorize the Interim City Manager to take all necessary steps to address the City's financial obligation related to the series 2015B bond debt with City National Bank of Florida.

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

Section 1. Adoption of Representations**.** The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. Authorization. The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to take all necessary steps to address the City's financial obligation related to the series 2015B bond debt with City National Bank of Florida.

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

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption by the City Commission of the City of Opa-Locka.

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

<table>
<tr><td>Interim City Manager:</td><td colspan="2">Sha'mecca Lawson</td><td>ICM Signature:</td><td colspan="4">Sha'mecca Lawson</td></tr>
<tr><td>Commission Meeting Date:</td><td colspan="2">05.28.2025</td><td>Item Type:
(Enter X in box)</td><td>Resolution
X</td><td colspan="2">Ordinance</td><td colspan="2">Other</td></tr>
<tr><td rowspan="2">Fiscal Impact:
(Enter X in box)</td><td>Yes</td><td>No</td><td colspan="2">Ordinance Reading:
(Enter X in box)</td><td colspan="2">1st Reading</td><td colspan="2">2nd Reading</td></tr>
<tr><td></td><td>X</td><td colspan="2">Public Hearing:
(Enter X in box)</td><td>Yes</td><td>No
X</td><td>Yes</td><td>No
X</td></tr>
<tr><td>Funding Source:
Account# :</td><td colspan="2">(Enter Fund & Dept)
Ex:
See Financial Impact Section</td><td colspan="2">Advertising Requirement:
(Enter X in box)</td><td colspan="2">Yes</td><td colspan="2">No
X</td></tr>
<tr><td>Contract/P.O. Required:
(Enter X in box)</td><td>Yes</td><td>No
X</td><td colspan="2">RFP/RFQ/Bid#:</td><td colspan="4"></td></tr>
<tr><td>Strategic Plan Related
(Enter X in box)</td><td>Yes</td><td>No
X</td><td colspan="2">Strategic Plan Priority Area:
Enhance Organizational ☐
Bus. & Economic Dev ☐
Public Safety ☐
Quality of Education ☐
Qual. of Life & City Image ☐
Communication ☐</td><td colspan="4">Strategic Plan Obj./Strategy:
(list the specific objective/strategy this item will address)</td></tr>
<tr><td>Sponsor Name</td><td colspan="2">Interim City Manager</td><td colspan="2">Department:</td><td colspan="4">City Manager's Office</td></tr>
</table>

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO RESOLVE THE CITY'S DEBT RELATED TO THE SERIES 2015B BOND WITH THE CITY NATIONAL BANK OF FLORIDA.

Staff Summary:

On May 13, 2015, the City Commission enacted Series Ordinance 15-07, which obligated the City to an aggregate principal amount of eight million six hundred thousand dollars (8,600,000) with City National Bank of Florida, to be designated as tax- exempt capital improvement revenue and refunding note Series 2015A and taxable capital improvement revenue note Series 2015B. The City has fully re-paid Series 2015A Bond and now has a final payment of approximately $3.2M for the Series 2015B Bond. It is recommended that the City Commission authorizes the Interim City Manager to take all necessary steps to resolve this debt including but not limit to remitting payment of the bond to City National Bank of Florida.

Financial Impact: As of September 30, 2023, the FY 23 Audit indicated the Debt Service Fund had an available Fund Balance of $4,375,597. This is composed of cash. The final payment of approximately $3.2M will be taken from this source. There will be no impact on the General Fund.

Proposed Action:

The staff recommends the City Commission approve the recommendation to authorize the Interim City Manager to resolve the City's debt with City National Bank of Florida.

Attachment:

Sponsored by: Vice Mayor Kelley

RESOLUTION 2025-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING MEMBERS TO THE CHARTER REVIEW BOARD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Opa-Locka Ordinance 2021-14 required the appointment of members to the Charter Review Board for a term of (1) one year from the date of appointment; and

WHEREAS, the work of the last Charter Review board has been completed and the City Commission of the City of Opa-Locka ("City Commission") desires to appoint new members to the Charter Review Board to review potential Charter changes that may be brought before the City Commission for consideration prior to the next municipal election; and

WHEREAS, the Charter Review Board shall consist of (5) resident electors of the City of Opa-Locka appointed by the City Commission (each appointed by one member of the city commission) and two (2) advisory (non-voting) members by a majority vote of the city commission; and

WHEREAS, each Charter Review Board member shall also be a qualified elector of the city with an outstanding reputation for civic pride, interest, integrity, responsibility and business or professional ability; and

WHEREAS, the Charter Review Board may provide recommendations to the City Commission regarding amendments and revisions to the Charter, which may be advisable for placement on the election ballot; and

WHEREAS, the responsibilities of the Charter Review Board shall be consistent with Ordinance 2021-14; and

WHEREAS, the purpose of this resolution is intended to accomplish the appointment of one person to be selected by each City Commissioner and the appointment of two advisory non-voting members to be selected by the full commission – all appointed during a commission meeting; and

WHEREAS, the City Commission finds that appointment of members to the Charter Review Board is in the best interests of the City of Opa-Locka.

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

=

<u>Section 1</u>. <u>Adoption of Representations</u>. The foregoing "Whereas" clauses are hereby true and correct and incorporated by reference.

<u>Section 2</u>. <u>Appointment of Members</u>. The City Commission hereby appoints the following members to the Charter Review Board:

(1) ______________________________(Appointed by Mayor Taylor)
(2) ______________________________(Appointed by Vice-Mayor Kelley)
(3) ______________________________(Appointed by Commissioner Bass)
(4) ______________________________(Appointed by Commissioner Ervin)
(5) ______________________________(Appointed by Commissioner Santiago)
(6) ______________________________(Full Commission non-voting member)
(7) ______________________________(Full Commission non-voting member)

<u>Section 3</u>. <u>Effective Date</u>**.** This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this ______ day ____________________, 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: __________________

=

<u>**VOT**E:</u>

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:	*5.28.2025*		**Item Type:** *(Enter X in box)*	**Resolution** X	**Ordinance**	**Other**
Fiscal Impact: *(Enter X in box)*	**Yes**	**No** X	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**
			Public Hearing: *(Enter X in box)*		**Yes** / **No**	**Yes** / **No**
Funding Source: *Account#* :	*(Enter Fund & Dept)* See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No** X	**RFP/RFQ/Bid#:Piggyback**			
Strategic Plan Related *(Enter X in box)*	**Yes**	**No** X	**Strategic Plan Priority Area:** **Enhance Organizational** ☒ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☒		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*	
Sponsor Name	Vice Mayor Kelley		**Department:**		City Commission	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE APPOINTMENT OF SEVEN (7) MEMBERS OF THE TO THE CHARTER REVIEW BOARD BY THE MAJORITY VOTE OF THE CITY COMMISSION.

Staff Summary:

Resolution No. 24-002 appointed seven members to the Charter Review Board. Each member was appointed for a term of one (1) year. The term of the current members has expired and now requires re-appointment. The City Commission shall appoint five (5) residents electors (each appointed by one member of the city commission) and two (2) advisory (non -voting) members by a majority vote.

Financial Impact: There is no fiscal impact for this resolution

Proposed Action:

Staff recommends the City Commission approves legislation authorizing the appointment of seven (7) members of the to the charter review board by the majority vote of the City Commission.

Attachment:

Sponsored by: Commissioner Santiago

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SALARY INCREASE FOR THE CITY CLERK; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.6 of the City of Opa-Locka's Charter, the City Clerk was appointed by a majority vote of the commission on October 12, 2012; and

WHEREAS, pursuant to Resolution No. 12- 8465, such appointment incorporated specific terms and conditions of employment; and

WHEREAS, the City Commission desires to increase the salary of the City Clerk by amending Section 3 (a) of Resolution No. 12-8465 to increase the salary to One Hundred and Twenty-Five Thousand Dollars ($125,000.00) from a prior amendment which increased the salary to One Hundred Thousand ($100,000.00), which was not properly memorialized; and

WHEREAS, the City Clerk is crucial to the viability of the City of Opa-Locka ("City") as the office of the city clerk facilitates elections, records proceedings and acts as a liaison to the City Commission; and

WHEREAS, to ensure the City retains a competitive salary for the role, the City Commission desires to increase the salary to One Hundred and Twenty-Five Thousand Dollars ($125,000.00) as in the best interests of the City of Opa-Locka.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby amends Section 3(a) to Resolution No. 12- 8465 to increase the salary for the City Clerk to One Hundred and Twenty-Five Thousand Dollars ($125,000.00).

SECTION 3. SCRIVENER'S ERRORS.

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

Manager, 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

Interim City Manager:	Sha'mecca Lawson		**ICM Signature**	Sha'mecca Lawson	
Commission Meeting Date:	May 28, 2025		**Item Type:** *(Enter X in box)*	**Resolution**: X	**Ordinance**: / **Other**:
Fiscal Impact: *(Enter X in box)*	**Yes**:	**No**: X	**Resolution Reading:** *(Enter X in box)*	**1st Reading**:	**2nd Reading**:
			Public Hearing: *(Enter X in box)*	**Yes**: / **No**: X	**Yes**: / **No**: X
Funding Source: *Account#*:	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*	**Yes**:	**No**:
ILA Required: *(Enter X in box)*	**Yes**:	**No**: X	**RFP/RFQ/Bid#:**		
Strategic Plan Related *(Enter X in box)*	**Yes**: X	**No**:	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐	**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*	
Sponsor Name	Commissioner Santiago		**Department:**	City Commission	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA APPROVING A SALARY INCREASE FOR THE CITY CLERK.

Staff Summary:

The City Clerk has been subsequently tasked with multiple duties in addition to overseeing the department's daily operations, supervising up to four employees and serving as the sole custodian of the City's records. The City Clerk is crucial to the viability of the City as it must facilitate elections, record proceedings and act as a liaison to the City Commission. To ensure we retain a competitive salary for this role, the sponsor believes it to be in the best interest of the City to increase the City Clerk's salary from 100,000 to $125,000.

Financial Impact: An increase in the City Clerk's compensation from $100,000 to $125,000 will result in an annualized increase of $37,700, including all benefits that accompany this position. Assuming this increase is effective as of July 1, 2025, this will impact current year results by $9,425. Due to vacancies in this department during this year, there is sufficient available compensation budget within the Clerk's Office budget to fund this increase without requiring a budget amendment. This increase in compensation will also be reflected in future year budgets as well.

Proposed Action:

Staff will adhere to the desire of the City Commission.

Attachments:

FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN JOANNA FLORES AND THE CITY OF OPA-LOCKA, FLORIDA

This AMENDMENT TO EMPLOYMENT AGREEMENT (the "Amendment") is dated ___________________, 2025 (the "Amendment Effective Date"), and is between CITY OF OPA-LOCKA, a Florida municipal corporation, through its City Commission ("City") and JOANNA FLORES ("City Clerk"). This Amendment modifies certain terms and conditions of Section 3 (a) of the Employment Agreement, also known as Resolution No. 12- 8465.

WHEREAS, pursuant to Section 3.6 of the City of Opa-Locka's Charter, the City Clerk was appointed by a majority vote of the commission on October 12, 2012; and

WHEREAS, pursuant to Resolution No. 12- 8465, such appointment incorporated specific terms and conditions of employment; and

WHEREAS, the City Commission desires to increase the salary of the City Clerk by amending Section 3 (a) of Resolution No. 12-8465 to increase the salary to One Hundred and Twenty-Five Thousand Dollars ($125,000.00) from a prior amendment which increased the salary to One Hundred Thousand ($100,000.00), which was not properly memorialized; and

WHEREAS, the City Clerk is crucial to the viability of the City of Opa-Locka ("City") as the office of the city clerk facilitates elections, records proceedings and acts as a liaison to the City Commission; and

WHEREAS, to ensure the City retains a competitive salary for the role, the City Commission desires to increase the salary to One Hundred and Twenty-Five Thousand Dollars ($125,000.00) as in the best interests of the City of Opa-Locka.

IT IS MUTUALLY AGREED by and between City and City Clerk as follows:

1. Section 3 (a) of the shall be amended as follows:

   The City Commission of the City of Opa-Locka, Florida, hereby employs Joanna Flores as City Clerk, on the following terms:

   a. ***The City Clerk is to receive an annual base salary of ~~One Hundred Thousand ($100,000.00)~~ One Hundred Twenty-Five Thousand Dollars ($125, 000) per year.***

2. Except as expressly set forth herein as to prior amendments, all other terms and conditions in the Agreement shall remain in full force and effect. In the event of any inconsistency between the provisions of this Amendment and the provisions of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date first above written.

CITY OF OPA-LOCKA, a political subdivision of the State of Florida

____
Joanna Flores, City Clerk

By: ______________________________
John H. Taylor Jr., Mayor

ATTEST:

By: ________________________
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: ________________________
Burnadette Norris-Weeks
City Attorney

Sponsored by: Interim City Manager

RESOLUTION NO. 25-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL PLAT FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 14301 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, desires to develop and operate a self-storage facility on a parcel of property located at 14301 NW 27th Avenue, in accordance with the City of Opa-Locka's Land Development Regulations ("City"); and

WHEREAS, the applicant, submitted requests for a tentative plat review, a final site plan review, and for development agreement review for development of the site as a self-storage facility; and

WHEREAS, the applicant now seeks to obtain Final Plat approval to construct a self-storage facility in accordance with the requirements of the City of Opa-Locka and the requirements of Miami-Dade County Code, Chapter 28 "Subdivisions – Plats and Platting"; and

WHEREAS, staff finds that the Final Plat is consistent with the City's Codes and Ordinances and therefore desires to approve/deny the Final Plat attached hereto as Exhibit "A" to this Resolution; and

WHEREAS, the Planning & Zoning Board considered the application for tentative plat review at a May 7, 2024 public meeting and recommended approval of the tentative plat application; and

WHEREAS, the City Commission also considered the tentative plat application and the recommendation of the Planning & Zoning Board at a public meeting and approved the tentative plat by Resolution 24-100; and

WHEREAS, the Final Plat has been reviewed and approved by the City Surveyor and is now being presented to the City Commission for Final Plat application approval at a public meeting. There have been no changes to the site plan since the tentative plat approval.

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

SECTION 1. RECITALS.
The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. APPROVAL/DENIAL.
Approval/Denial of Final Plat. The City Commission for the City of Opa-Locka, Florida hereby approves /denies the Final Plat for the construction and operation of a self-storage facility in accordance with the requirements of the City of Opa-Locka Land Development Regulations and the requirements of Miami-Dade County Code, Chapter 28 "Subdivisions- Plats and Platting", in the B-3 Zoning District. A copy of the Final Plat is attached hereto as Exhibit "A".

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

Section 4. EFFECTIVE DATE.
This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka's Code of Ordinances, Land Development Regulations and the City of Opa-Locka Charter.

PASSED AND ADOPTED this _____ day of _______________, 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	Yes	______	No	__________
Commissioner Ervin	Yes	______	No	__________
Commissioner Santiago	Yes	______	No	__________
Vice Mayor Kelley	Yes	______	No	__________
Mayor Taylor	Yes	______	No	__________

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay		**Department Director Signature:**				
City Manager:	Shamecca Lawson		**CM Signature**	Shamecca Lawson			
Commission Meeting Date:	May 28, 2025		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
					X		
Funding Source: *Account#* :	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
					X		
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **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:

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL PLAT FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 14301 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Applicant, Hernandez Development Services, LLC, seeks to redevelop this 2.2 acre site and has submitted formal requests for site plan review and development agreement review approvals for the construction and operation of a self-storage facility at 14301 NW 27th Avenue, also identified by folio 08-2122-000-0050 in accordance with the Commercial B-3 zoning district requirements. The City Commission granted approvals for Site Plan review and Development Agreement review by Resolution No. 23-062 and Resolution No. 23-063 on May 10, 2023.

The applicant submitted a request for tentative plat review in accordance with the requirements of the City of Opa-locka and the requirements of Miami-Dade County Code, Chapter 28, "Subdivisions—Plats and

Platting". The Planning & Zoning Board considered the application for tentative plat review at a public meeting held on May 7, 2024 at which they recommended approval of the tentative plat request. The applicant is now submitting a request for final plat review in accordance with the requirements of the City of Opa-locka and the requirements of Miami-Dade County Code, Chapter 28, "Subdivisions – Plats and Platting". City Staff has submitted the final plat for review by the City Surveyor who found it consistent with City Regulations and therefore recommended approval of this final plat. . This final plat review request is the last legislative step in the platting process.

Background

The applicant intends to demolish the building and structures on this site to redevelop this 2.22 acre site by the construction of a four story self-storage facility. This new building will have four floors and provide a 146,800 square feet of storage and offices space, and approximately fifty-nine parking spaces for employee and customer parking and the planting of at least 82 trees and 662shrubs and approximately 20,200 square feet of landscaped open space buffer, beautify and enhance this site.

The applicant, in accordance with the requirements of the City Land Development Regulations, has submitted two separate applications requesting (1) Site Plan Review approval and requesting (2) Development Agreement approval. The use proposed, a self-storage facility is a permitted use for the B-3 zoning district and is compatible with the surrounding uses. The applicant has submitted a draft Development Agreement and has agreed to maintain and not deviate from the development in accordance with what has been presented in the site plan, especially for materials, configurations, heights, setbacks, landscaping type and quantity, etc. The applicant has also agreed to the development conditions, development timelines, and construction phasing, and to providing annual reports and to good faith efforts for economic development through the resources named and others to provide vocational and technical training g programs for city residents to be employed from construction through the operation of the self-storage business as provided in the Development Agreement.

The City of Opa-locka's Comprehensive Plan, Future Land Use map provides that the property has a future land use designation of "Utility" and the zoning map provides that the property is zoned Commercial Intensive and is within the "Corridor Mixed Use Overlay". This use, Self-Storage Facility is permitted in the B-3 zoning district after review by the PZAB and review and approval by the City Commission. This proposed operation is adjacent to industrial uses to the northside of this parcel and commercial uses to the west and southwest of this site and State Road 9 to the south of this site. The site will have only one point of ingress and egress which will be from Northwest 27th Avenue.

Financial Impact

There is no negative financial impact from the approval of this legislation.

Proposed Action:

PCD Staff recommends approval of this final plat request.

Attachment:

Draft Resolution
PZAB Application Pkg
PZAB Meeting Minutes - May 7, 2024

OPA-LOCKA SELF STORAGE

A SUBDIVISION OF A PORTION OF SECTION 22, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA.

PREPARED BY:
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
PHONE NO. 954-572-1777
CERTIFICATE OF AUTHORIZATION NO. LB3870

SEPTEMBER 2024

KNOW ALL MEN BY THESE PRESENTS:

THAT OPA-LOCKA STORAGE PROPERTY LLC, A FLORIDA LIMITED LIABILITY COMPANY, DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, HAS CAUSED TO BE MADE THE ATTACHED PLAT ENTITLED OPA-LOCKA SELF STORAGE, THE SAME BEING A SUBDIVISION OF THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A PORTION OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CSX RAILROAD AND THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE (STATE ROAD NO. 817), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MONUMENTATION MAP OF STATE ROAD NO. 9, SECTION 87240, RECORDED IN PLAT BOOK 154, PAGE 14 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 60°57'52" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 839.76 FEET; THENCE SOUTH 29°02'08" EAST 40.13 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY FROM WHICH A RADIAL LINE BEARS SOUTH 39°40'24" EAST, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 AS SHOWN ON SAID RIGHT OF WAY MONUMENTATION MAP; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2332.49 FEET, A CENTRAL ANGLE OF 08°34'43", FOR AN ARC DISTANCE OF 349.23 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 60°57'52" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE LYING 130 FEET SOUTH OF AND PARALLEL WITH THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE 567.97 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE; THENCE NORTH 02°21'08" WEST ALONG SAID EAST RIGHT-OF-WAY LINE 145.49 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 2.2210 ACRES, MORE OR LESS.

IN WITNESS WHEREOF:

THAT OPA-LOCKA STORAGE PROPERTY LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY ALEX HERNANDEZ, AS PRESIDENT, ITS AUTHORIZED SIGNATORY, IN THE PRESENCE OF THESE TWO WITNESSES THIS ________ DAY OF __________________, A.D. 202__.

WITNESS: ____________________________
PRINT NAME: ____________________________

OPA-LOCKA STORAGE PROPERTY LLC,
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: ____________________________
PRINT NAME: ____________________________

BY: ____________________________
ALEX HERNANDEZ
PRESIDENT,

ACKNOWLEDGMENT:

STATE OF FLORIDA)
COUNTY OF) SS

I HEREBY CERTIFY: THAT ON THIS DAY [ ] PERSONALLY APPEARED OR [ ] APPEARED BY MEANS OF ONLINE NOTARIZATION BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, ALEX HERNANDEZ, AS PRESIDENT OF OPA-LOCKA STORAGE PROPERTY LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS [ ] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED __________________ AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED FOR THE PURPOSES HEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____________, A.D. 202__.

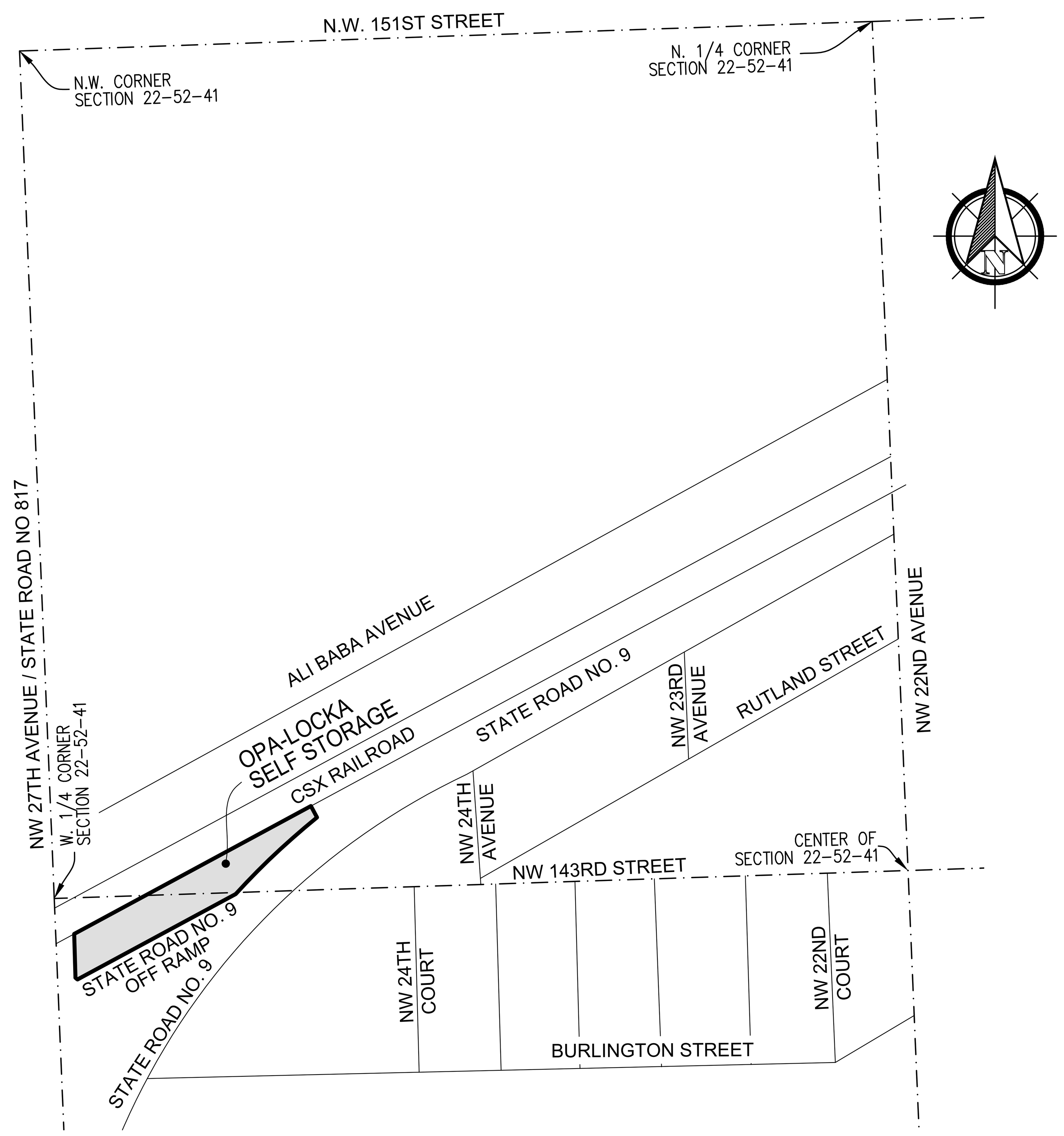
MY COMMISSION EXPIRES: ___________________

____
NOTARY PUBLIC – STATE OF FLORIDA

COMMISSION NUMBER: ___________________

PRINT NAME: _________________________

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



LOCATION MAP
THE W. 1/2 OF SECTION 22,
TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA
(SCALE: 1"=300')

MIAMI-DADE COUNTY PLAT RESTRICTIONS:

THAT THE NW 27TH AVENUE (STATE ROAD NO. 817) AND STATE ROAD NO. 9 AS SHOWN ON THE ATTACHED PLAT TOGETHER WITH ALL EXISTING AND FUTURE PLANTING, TREES, SHRUBBERY, AND FIRE HYDRANTS THEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES, RESERVING TO THE DEDICATORS, THEIR SUCCESSORS OR ASSIGNS, THE REVERSION OR REVERSIONS THEREOF, WHENEVER DISCONTINUED BY LAW.

THAT ALL NEW ELECTRIC AND COMMUNICATION LINES, EXCEPT TRANSMISSION LINES, WITHIN THIS SUBDIVISION, SHALL BE INSTALLED UNDERGROUND.

THAT INDIVIDUAL WELLS SHALL NOT BE PERMITTED WITHIN THIS SUBDIVISION EXCEPT FOR SWIMMING POOLS, SPRINKLER SYSTEMS, AND/OR AIR CONDITIONERS.

THAT THE USE OF SEPTIC TANKS SHALL NOT BE PERMITTED ON THE TRACT WITHIN THIS SUBDIVISION, UNLESS APPROVED FOR TEMPORARY USE, IN ACCORDANCE WITH COUNTY AND STATE REGULATIONS.

THAT THE LIMITED ACCESS RIGHT-OF-WAY LINE, AS SHOWN ON THE ATTACHED PLAT, IS HEREBY DESIGNATED FOR THE EXPRESS PURPOSE OF PREVENTING DIRECT VEHICULAR ACCESS TO AND FROM THE ADJOINING (ARTERIAL) ROADS.

CITY OF OPA-LOCKA APPROVALS:

THIS PLAT WAS APPROVED FOR ADOPTION BY THE CITY OF OPA-LOCKA, FLORIDA, PLANNING COUNCIL THIS _______ DAY OF ________________, 202_ BY AUTHORIZATION OF RESOLUTION NO. __________.

BY: ______________________________
CHAIRMAN

THIS PLAT WILL NOT RESULT IN THE REDUCTION IN THE LEVEL OF SERVICES FOR THE AFFECTED PUBLIC FACILITIES BELOW THE LEVEL OF SERVICES PROVIDED IN THE MUNICIPALITY'S COMPREHENSIVE PLAN; THEREFORE, IT WAS APPROVED AND THE FOREGOING DEDICATIONS WERE ACCEPTED AND APPROVED BY RESOLUTION NO. ______________ PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA, THIS ____ DAY OF __________________, A.D. 202__.

BY: ________________________________
JOHN H. TAYLOR, JR.
MAYOR

ATTEST: ________________________________
JOANNA FLORES
CITY CLERK

THIS PLAT HAS BEEN REVIEWED BY THE FOLLOWING PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT TO THE CITY OF OPA-LOCKA, IN ACCORDANCE WITH SECTION 177.081(1), FLORIDA STATUTES. THE LOTS, TRACTS, AND OTHER FEATURES, AS SHOWN ON THIS PLAT, CONFORM TO CHAPTER 177, FLORIDA STATUTES.

CERTIFIED THIS _________ DAY OF ____________________, A.D. 202__.

SIGNED: ______________________________
NAME:
PROFESSIONAL SURVEYOR AND MAPPER #LS____
STATE OF FLORIDA

MIAMI-DADE COUNTY APPROVALS:

THIS PLAT WAS APPROVED BY THE MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES THIS _______ DAY OF ______________, A.D. 202__. THE SIZE OF THE LOTS AND OTHER FEATURES AS SHOWN ON THIS PLAT CONFORM TO ALL REQUIREMENTS OF THE EXISTING ZONING AS OF THIS DATE. THIS PLAT HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY MIAMI-DADE COUNTY IN ACCORDANCE WITH SECTION 177.081(1) OF THE FLORIDA STATUTES.

SIGNED: ______________________________
DIRECTOR

THIS PLAT WAS APPROVED BY THE MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS THIS _______ DAY OF _______________, A.D. 202__.

SIGNED: ______________________________
DIRECTOR

SIGNED: ______________________________
COUNTY ENGINEER

THIS PLAT HAS BEEN FOUND TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 33G, CODE OF MIAMI-DADE COUNTY, FLORIDA, SUBJECT TO ALL OF THE CONDITIONS OF THE CONCURRENCY REVIEW AGENCIES AND SAID CHAPTER 33G. THIS PLAT WAS APPROVED AND THE FOREGOING DEDICATIONS WERE ACCEPTED AND APPROVED BY RESOLUTION NO. _______________ PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, THIS _______ DAY OF _______________, A.D. 202__.

BOARD OF COUNTY COMMISSIONERS:

ATTEST: JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER
MIAMI-DADE COUNTY, FLORIDA

BY: ________________________________
DEPUTY CLERK

SIGNED: ________________________________
DANIELLA LEVINE CAVA
MAYOR

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT ENTITLED OPA-LOCKA SELF STORAGE, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177 (PART I), FLORIDA STATUTES, AND FURTHER THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WERE SET THIS ________ DAY OF _________________, A.D. 202__.

______________________ ______________________
JOHN F. PULICE DATE
PROFESSIONAL SURVEYOR AND MAPPER NO. LS2691
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB3870
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

RECORDING STATEMENT:

FILED FOR RECORD THIS _______ DAY OF _______________, A.D. 202__, AT _____ _.M., IN BOOK ________ OF PLATS, AT PAGE ______ OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER
MIAMI-DADE COUNTY, FLORIDA

BY: ________________________________
DEPUTY CLERK

OPA-LOCKA SELF STORAGE

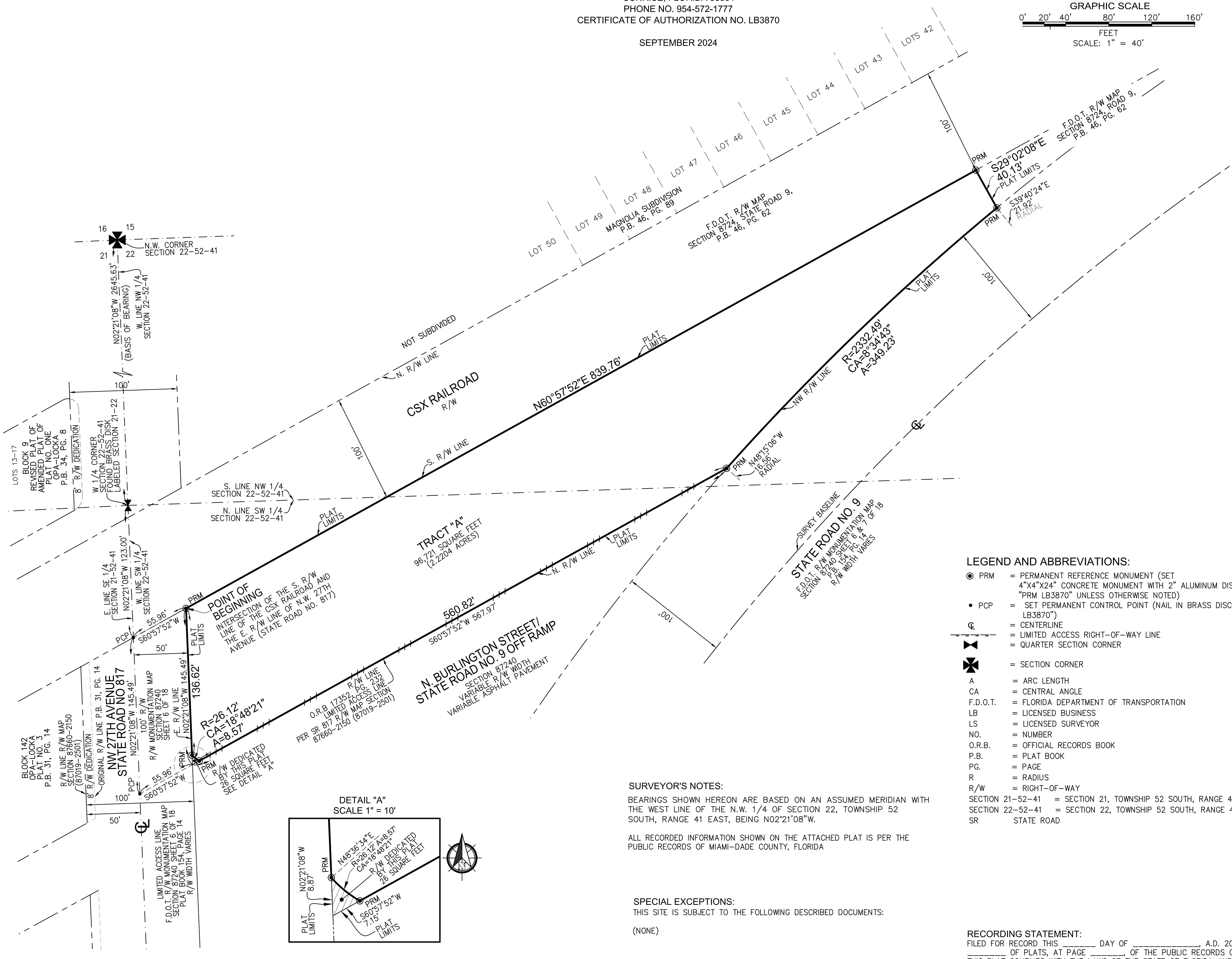
A SUBDIVISION OF A PORTION OF SECTION 22, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA.

PREPARED BY:

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
PHONE NO. 954-572-1777
CERTIFICATE OF AUTHORIZATION NO. LB3870

SEPTEMBER 2024

GRAPHIC SCALE
0' 20' 40' 80' 120' 160'
FEET
SCALE: 1" = 40'



SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN WITH THE WEST LINE OF THE N.W. 1/4 OF SECTION 22, TOWNSHIP 52 SOUTH, RANGE 41 EAST, BEING N02°21'08"W.

ALL RECORDED INFORMATION SHOWN ON THE ATTACHED PLAT IS PER THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

SPECIAL EXCEPTIONS:

THIS SITE IS SUBJECT TO THE FOLLOWING DESCRIBED DOCUMENTS:

(NONE)

LEGEND AND ABBREVIATIONS:

PRM	= PERMANENT REFERENCE MONUMENT (SET 4"X4"X24" CONCRETE MONUMENT WITH 2" ALUMINUM DISC "PRM LB3870" UNLESS OTHERWISE NOTED)
PCP	= SET PERMANENT CONTROL POINT (NAIL IN BRASS DISC "PCP LB3870")
℄	= CENTERLINE
	= LIMITED ACCESS RIGHT-OF-WAY LINE
	= QUARTER SECTION CORNER
	= SECTION CORNER
A	= ARC LENGTH
CA	= CENTRAL ANGLE
F.D.O.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION
LB	= LICENSED BUSINESS
LS	= LICENSED SURVEYOR
NO.	= NUMBER
O.R.B.	= OFFICIAL RECORDS BOOK
P.B.	= PLAT BOOK
PG.	= PAGE
R	= RADIUS
R/W	= RIGHT-OF-WAY
SECTION 21-52-41	= SECTION 21, TOWNSHIP 52 SOUTH, RANGE 41 EAST
SECTION 22-52-41	= SECTION 22, TOWNSHIP 52 SOUTH, RANGE 41 EAST
SR	STATE ROAD

RECORDING STATEMENT:

FILED FOR RECORD THIS _______ DAY OF ______________, A.D. 202__, AT _____ _.M., IN BOOK ________ OF PLATS, AT PAGE _______, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER
MIAMI-DADE COUNTY, FLORIDA

BY: ________________________________
DEPUTY CLERK

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

OPINION OF TITLE

To: City of Opa Locka

With the understanding that this Opinion of Title is furnished to the City of Opa Locka, as inducement for acceptance and in compliance with Chapter 28, Subdivision Code, and as an inducement for acceptance of a proposed final subdivision plat or waiver of plat covering the real property, hereinafter described, it is hereby certified that I have examined a complete "Abstract of Title" covering the period from the beginning to the 13th day of January 2025, at the hour of 11:00 PM, inclusive, of the following described property:

> A portion of the West 1/2 of Section 22, Township 52 South, Range 41 East, Miami-Dade County Florida, being more particularly described as follows:
>
> Beginning at the intersection of the South right-of-way line of CSX Railroad and the East right-of-way line of Northwest 27th Avenue (State Road No. 817), as shown on Florida Department of Transportation Right of Way Monumentation Map of State Road No. 9, Section 87240, recorded in Plat Book 154, Page 14, of the Public Records of Miami-Dade County, Florida; thence North 60°57'52" East along said South Right-of-Way line 839.77 feet; thence South 29°02'08" East 40.13 feet to a point on the arc of a circular curve concave Southeasterly from which a radial line bears South 39°40'23" East, said point also being on the North Right-of-Way line of State Road No. 9 as shown on said Right of Way Monumentation Map; thence Southwesterly along the arc of said curve to the left, having a radius of 2332.49 feet, a central angle of 08°34'43", for an arc distance of 349.23 feet; thence South 60°57'52" West along said North Right-of-Way line lying 130 feet South of and parallel to the aforementioned South Right-of-Way line South 60°57'52" West 567.97 feet to a point on the aforementioned east right-of-way line; thence North 02°21'08" West along said East right-of-way line 145.49 feet to the Point of Beginning. Said lands lying and being in the city of Opa-Locka, Miami-Dade County, Florida.

I am of the opinion that on the last mentioned dated, the fee simple title to the above- described real property was vested in:

> **OPA LOCKA STORAGE PROPERTY LLC, a Florida Limited Liability Company**
>
> The person having the authority on behalf of OPA LOCKA STORAGE PROPERTY LLC is Alex Hernandez, as President.

Subject to the following encumbrances, liens and other exceptions:

1. **RECORDED MORTGAGES:** **None**

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGEMENTS:**

None

3. **GENERAL EXCEPTIONS:**

1. The right of reasonable ingress and egress for repair and maintenance, over any existing private roads, where access from public roads or railroad roads is not reasonably practical, as granted in the Amended Easement Deeds by Court Order in Settlement of Landowner Action recorded in O.R. Book 28922, Page 4035 and O.R. Book 28922, Page 4068, affected by Notice of Substitution of Easement Deed by Court Order in Settlement of Landowner Action recorded in O.R. Book 29004, Page 1694, Public Records of Miami-Dade County, Florida.

2. Rights of the lessees under unrecorded leases.

3. Encroachments, encumbrances, violations, variations, or adverse circumstances, if any, actually shown on the survey prepared by Douglass, Leavy & Associates Inc., dated June 1, 2022, bearing Job # 22028: A) Gates encroaches into property along the south side of property; B) 7 foot chain link fence with barbwire encroaches into the southeast property line; B) sign encroaches into property on the west side.

4. Underground Easement in favor of Florida Power & Light Company recorded in O.R. Book 34290, Page 4545, Public Records of Miami-Dade County, Florida.

5. Development Agreement between the City of Opa Locka and Hernandez Real Estate Services, LLC dated November 1, 2023 and recorded November 16, 2023 in O.R. Book 33970, Page 3571, Public Records of Miami-Dade County, Florida.

6. Notice of Commencement recorded in O.R. Book 34232, Page 1246, Public Records of Miami-Dade County, Florida.

4. **SPECIAL EXCEPTIONS:** **None**

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party (ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

Name:	Interest:	Special Exception Number:
OPA LOCKA STORAGE PROPERTY, LLC	**Vested Title Holder**	

The following is a description of the aforementioned abstract and its continuations:

Number:	Company Certifying:	No. of Entries:	Period Covered:
Fund File No.: 1549924 A5	**Attorneys' Title Fund Services, Inc.**	**Six (6) General Exceptions**	**Through January 13, 2025**

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

Respectfully submitted this 13th day of February 2025.

Steven A. Weinberg
Florida Bar No. 367508

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence ~~or ☐ online notarization~~, this 13th day of February 2025, by Steven A. Weinberg ☒ who is personally known to me.

JoAnn Zangle
Notary Public
JoAnn Zangle
Printed, typed or stamped name of Notary Public

My Commission expires:

[Official Seal]

JOANN ZANGLE
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-29-2026
STATE OF FLORIDA
COMMISSION NUMBER HH250774

DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
MAY 7, 2024, 7:00 P.M.

CALL TO ORDER

Board Member Audrey Dominguez called the Planning and Zoning Board meeting to order at 7:40 p.m. on May 7, 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: Board Member Germane Barnes, Board Member Audrey Dominguez, Board Member Aldo Mata, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Chair Elio Guerrero and Board Member Dawn Mangham.

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, Planning and Zoning Board Clerk Diana Cheng, Board Attorney Pam Pettis, and City Manager Darvin Williams.

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

All present stood for the Pledge of Allegiance.

4. **APPROVAL OF MINUTES**

- **PZAB Minutes – March 19, 2024**

Motion made by Board Member Mata, seconded by Board Member Barnes, to approve the meeting from March 19, 2024. In a roll call vote, the **motion** passed unanimously (4-0).

5. **PUBLIC HEARING:**

    1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT AN AMENDMENT TO THE LAND**

DEVELOPMENT REGULATION ORDINANCE 15-31, ARTICLE V, SECTION 22-142, TO CREATE A NEW DEFINITION FOR INDOOR SHOOTING RANGES AND PERMIT INDOOR SHOOTING RANGES IN THE I-3 ZONING DISTRICT AS A CONDITIONAL USE AND PROVIDE GENERAL REQUIREMENTS FOR ZONING, LOCATION AND DISTANCE, SITE PLAN, LICENSURE AND NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

At this time the public hearing was opened.

Kenneth Ottley, Chief of Police for Opa-locka, introduced Lieutenant Commander Kaj Larsen, who serves the southern region of the Florida State Guard. This unit was commissioned in 2024 as a stand-alone component of the National Guard, and its special operations company supports law enforcement missions in Florida using combat experience. He is one of the founders of the proposed project, which is known as the Armory.

Lt. Comm. Larsen advised that there are currently no nearby training facilities to help veterans and law enforcement with some types of training. A facility such as the Armory would help the Guard more effectively assist law enforcement. It also helps the Florida State Guard amplify some of their philanthropic efforts in the local community.

The Armory would serve as the headquarters of the Southern Division of the Special Missions Unit of the Guard, as well as providing a home for the Guard’s other community causes. He concluded that tonight’s Application is the first step toward changing policy language and allowing the Armory project to move forward.

Wes Hevia, representing the Armory, showed slides of what the project will entail, which includes an advanced shooting range, advanced simulators, locker rooms, virtual trainers, and tactical rooms which allow for a range of training scenarios. The purpose of today’s Application is to create a use within Code. The Armory will come back at a later time with a site-specific application including a floor plan and providing more details on the controls within the proposed facility.

It was asked whether the facility would be open to the public or restricted to law enforcement. Chief Ottley replied that the project will be a members-only multi-use law enforcement facility.

Planning and Community Development Director Gregory Gay advised that this Item specifically addresses legislation that would allow the requested use. The use is not currently allowed within City Code.

Zoning Official Gerald Lee stated that the City’s current land development regulations currently do not allow this type of operation within Opa-locka. If Code is amended to permit shooting ranges and armories, the best location for that use would be within the I-3 zoning district. The proposed legislation is consistent with Florida Senate Bill (SB) 45, as well as certain other areas of Florida Statutes which address gun regulations and safety.

The proposed amendment would be included in City Zoning Code Section 22-142. Zoning Official Lee noted that an entire section of the Ordinance, which is included in the Board members' backup materials, would be added to Zoning Code. It would provide for distance requirements from other uses, as well as requirements for sound absorption, protections, parking, environmental considerations, and land use.

Once the Ordinance is passed, any entity wishing to establish the proposed use would have to go through conditional use review. This means they would have to come back before the Planning and Zoning Board (PZB) to request approval, based on the standards provided at today's meeting. Staff recommends approval of the Application.

A question was asked regarding current zoning. Zoning Official Lee replied that Staff has recommended allowing the proposed use in the I-3 zoning district. Director Gay further clarified that the I-3 zoning district is located in the western portion of the City, near the airport.

Board Attorney Pam Pettis noted corrections which will need to be made to the proposed Ordinance before it advances to the City Commission, and any motions of approval should be made with the corrections as stated:

- Typographical errors in the title
- Portion of Section 12 referring to the effective date for the Resolution should be deleted, as it is not a Resolution but an Ordinance
- Section directing the City Clerk to provide a copy to all relevant departments, agencies, and interested parties should be deleted, as it is not applicable

Motion made by Board Member Barnes, seconded by Board Member Mata, to adopt the amendment in Item 1 to create a new definition for indoor shooting ranges, dependent upon the alteration as described by the City Attorney within the document. In a roll call vote, the **motion** passed unanimously (4-0).

2. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE TENTATIVE PLAT FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 14301 NW 27TH AVENUE AND IDENTIFIED BY FOLIO 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE**

At this time the public hearing was opened.

Jane Storms, representing the Applicant, advised that the plat has been submitted following Site Plan approval, which occurred in 2023.

Zoning Official Lee stated that this Item is the last step in the approval process for a project that previously received Site Plan and Development Agreement approval. It is for self-storage use on 27th Avenue, bordering State Road (SR) 9. Demolition on the site is expected soon.

Part of the development process is a tentative plat, as required by Miami-Dade County. The Applicant requests approval from the PZB, to be followed by approval from the City Commission. The tentative plat will be brought back following County review and a final plat will be prepared.

It was noted that the Board voted on the Item in 2023 and it was subsequently passed by the City Commission. Zoning Official Lee explained that in 2023, the Applicant received Site Plan and Development Agreement approval; however, Miami-Dade County's development standards include a platting process. This is related to review of the surveyor's final determination of points of ingress/egress, the allocation of property edges, and what will be part of the actual site. Following the County's platting process, all improvements that are planned for the subject property are recorded.

Director Gay further clarified that what the Board previously approved was the project that will be built on the site as well as its Development Agreement. Miami-Dade County has additional requirements for modifications, including pre-platting. The Applicant is already going through the permitting process for the site. He reiterated that the County, not the City, requires the site to go through the tentative platting process to ensure the site is properly sound and can be developed.

It was also asked why the Application information in the Board members' backup materials include a different address. Zoning Official Lee replied that this was an error, and the correct property address is 14301 NW 27th Avenue. It was noted that a motion will be required to address this mistake before the Board votes on the Item.

Attorney Pettis advised that the Board's motion should change the address listed in the first "Whereas" clause to the correct address, 14301 NW 27th Avenue. She confirmed that this change will be made before the Application advances to the Commission.

Motion made by Board Member Barnes, seconded by Board Member Hibbert Smith, to approve Item 2, provided that the address be updated per the document to the correct address of 14301 NW 27th Avenue. In a roll call vote, the **motion** passed unanimously (4-0).

3. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN FOR THE**

CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

At this time the public hearing was opened.

Lucy Batista, property owner, requested approval for the project's Site Plan and Development Agreement. The proposal is for construction of an office/warehouse for a paving company.

Zoning Official Lee advised that the request is for final Site Plan approval for an office and warehouse. The Applicant owns the subject property, which has never been developed. The Site Plan follows the City's land development regulations and provides parking, landscaping, and lot coverage. Staff recommends approval of the request.

Zoning Official Lee continued that the property is currently being used by its owner, but the owner did not have the appropriate approvals from the City for Site Plan review. They are now complying with the City's requirements.

Motion made by Board Member Barnes, seconded by Board Member Hibbert Smith, to approve Item 3. In a roll call vote, the **motion** passed unanimously (4-0).

4. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay advised that this Application also applies to the property discussed in Item 3. It is the Development Agreement for the subject site. Because the project is new construction, certain aspects of that agreement are required, including construction timelines and opportunities for hiring local residents. The Applicant has followed the required processes for the Development Agreement. Staff recommends approval of the Application.

Board Member Barnes asked if Development Agreements are ever updated by Staff to reflect components such as adequate shading and tree coverage. Zoning Official Lee explained that Development Agreements are based on the City's land development regulations.

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

6. ADJOURNMENT

The meeting was adjourned at 8:19 p.m.

Sponsored by: City Manager

RESOLUTION NO. 24-100

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE TENTATIVE PLAT FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 14301 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, desires to develop and operate a self-storage facility on a parcel of property located at 14301 NW 27th Avenue, in accordance with the City of Opa-Locka's Land Development Regulations ("City"); and

WHEREAS, the Applicant, submitted requests for a tentative plat review, a final site plan review, and for development agreement review for development of the site as a self-storage facility; and

WHEREAS, the applicant now seeks to obtain Tentative Plat approval to construct a self-storage facility in accordance with the requirements of the City of Opa-Locka and the requirements of Miami-Dade County Code, Chapter 28 "Subdivisions – Plats and Platting"; and

WHEREAS, staff finds that the Tentative Plat is consistent with the City's Codes and Ordinances and therefore desires to approve the Tentative Plat attached hereto as Exhibit "A" to this Resolution; and

WHEREAS, the Planning & Zoning Board considered the application for tentative plat review at a May 7, 2024 public meeting and recommended approval of the tentative plat application; and

WHEREAS, the City Commission for the City of Opa-Locka considered the tentative plat application and the recommendation of the Planning & Zoning Board at a public meeting and the City Commission hereby approves the Tentative Plat Application.

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

SECTION 1. RECITALS.
The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. APPROVAL/DENIAL.
Approval/Denial of Tentative Plat. The City Commission for the City of Opa-Locka, Florida hereby approves the Tentative Plat for the construction and operation of a self-storage facility in accordance with the requirements of the City of Opa-Locka Land Development Regulations and the requirements of Miami-Dade County Code, Chapter 28 "Subdivisions- Plats and Platting", in the B-3 Zoning District. A copy of the Tentative Plat is attached hereto as Exhibit "A".

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

Section 4. EFFECTIVE DATE.
This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka's Code of Ordinances, Land Development Regulations and the City of Opa-Locka Charter.

PASSED AND ADOPTED this 26th day of June 2024.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Williams

Seconded by: Commissioner Bass

VOTE: 4-0

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING ORDINANCE 07-03 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ALONG WITH ANY COMPANION LANGAUGE WITHIN THE EXISTING CODE OF ORDINANCES PERTAINING TO "PERSONNEL RULES, POLICIES AND REGULATIONS"; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 28, 2007, the City Commission of the City of Opa-Locka passed Ordinance 07-03, which adopted and approved certain personnel rules, policies and regulations for the City of Opa-Locka, Florida ("City"); and

WHEREAS, at an upcoming meeting, the Interim City Manager is preparing to introduce to the City Commission for consideration: 1) a resolution to adopt and approve a standard operational procedures manual; and 2) 2025 revisions to the City's employee manual; and

WHEREAS, the City Commission desires to repeal Ordinance 07-03 of the City of Opa-Locka's Code Of Ordinances, along with any companion language within the existing Code of Ordinances pertaining to "Personnel Rules, Policies and Regulations"; and

WHEREAS, the City Commission desires to repeal Ordinance 07-03 of the City of Opa-Locka's Code Of Ordinances, along with certain duplicative companion language within the existing Code of Ordinances.

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. Repealing Ordinance 07-03 and duplicative companion language within existing Code.

The City Commission desires to repeal Ordinance 07-03 of the City of Opa-Locka's Code Of Ordinances, along with certain duplicative companion language within the existing Code of Ordinances.

Section 3. Conflict & Repealer.

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

Section 4. **Severability.**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions 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 Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. 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.

Moved by: ____________________

Seconded by: _________________

VOTE:

Commissioner Bass	______ (Yes)	______ (No)
Commissioner Ervin	______ (Yes)	______ (No)
Commissioner Santiago	______ (Yes)	______ (No)
Vice Mayor Kelley	______ (Yes)	______ (No)
Mayor Taylor	______ (Yes)	______ (No)

Sponsored By: Interim City Manager

City of Opa-locka
Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson		**ICM Signature:**	Sha'mecca Lawson		
Commission Meeting Date:	*05.28.2025*	**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
			X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*	**1st Reading**	**2nd Reading**	
		X	**Public Hearing:** *(Enter X in box)*	**Yes** / **No**	**Yes** / **No**	
				No: X	No: X	
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*	**Yes**	**No**	
					X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**			
		X				
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**	**Strategic Plan Obj./Strategy:**		
		X	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐	*(list the specific objective/strategy this item will address)*		
Sponsor Name	Interim City Manager		**Department:**	City Manager's Office		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA REPEALING ORDINANCE NO. 07-03, WHICH ADOPTED THE PERSONNEL RULES, POLICIES AND REGULATIONS.

Staff Summary:

The City Commission adopted Ordinance No. 07-03, which approved the personnel rules, policies and regulations. After extensive review, the Human Resource Department determined that the handbook was severely antiquated. To ensure all policies and procedures align with the current daily operations, the handbook was revised. In preparation of the approval and adoption of the employee handbook, City Administration recommends the repeal of Ordinance 07-03 and all corresponding language referencing the previous policies, procedures and regulations.

Financial Impact: There is no financial impact.

Proposed Action:

The staff recommends the City Commission approve the recommendation to repeal Ordinance 07-03 adopting the previous personnel rules, policies and regulations.

Attachment: