

CITY OF OPA-LOCKA

The City of Bright Opportunities



SPECIAL COMMISSION MEETING Agenda

**Monday, August 25, 2025
6:00 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 Dr. Sherelean Bass
Commissioner Natasha L. Ervin
Commissioner Luis B. Santiago**

Appointed Officials

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

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

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

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

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

FLORIDA STATUTES, CHAPTER 285.0105

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

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

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

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

To participate virtually, please register by the meeting start time via the City of Opa-locka website at www.opalockafl.gov.

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

AGENDA
SPECIAL COMMISSION MEETING
August 25, 2025
6:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PUBLIC INPUT:
(agenda items only)

6. RESOLUTIONS:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO SELECT AND ENTER INTO INSURANCE CONTRACTS WITH AVMED, INC. AND METLIFE FOR MEDICAL, DENTAL, VISION, ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE GROUP PLANS FOR CITY EMPLOYEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING AND APPROVING THE FISCAL YEAR 2023-2024 AUDITED FINANCIAL STATEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING A CODE COMPLIANCE FINE REDUCTION FOR THE PROPERTY LOCATED AT 2920 NW 135TH STREET, WITHIN THE CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING A CODE COMPLIANCE FINE REDUCTION FOR THE PROPERTY LOCATED AT 13150 ASWAN ROAD, WITHIN THE CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR**

SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF PAPUCHIS LLC V. CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager and City Attorney***
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF ESIN DANIEL ABIA V. CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager and City Attorney***
7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF LUBOTES DAUPHIN V. CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager and City Attorney***
8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO EXPLORE ALL OPPORTUNITIES TO SECURE THE STATE BUILDING LOCATED AT 200 OPA-LOCKA BOULEVARD, WITHIN THE CITY OF OPA-LOCKA FOR CITY USE AND PURPOSES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***
9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO EXPLORE PLACEMENT OF A HOUSING AND SOCIAL SERVICES PROGRAM AT THE "CULTURAL ARTS CENTER" LOCATED AT 2105 ALI BABA AVENUE WITHIN THE CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***
10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO EXPLORE ALL OPTIONS TO BRING THE CITY'S WATER PLANT BACK INTO OPERATIONAL SERVICE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***
11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REINSTATE THE FUNCTIONS FOR AN INTERNAL HUMAN RESOURCES DIRECTOR; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR**

SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago*

7. SECOND READING ORDINANCE / PUBLIC HEARING:

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC d/b/a SOUTH FLORIDA SCHOOL OF EXCELLENCE TO OCCUPY RENTAL SPACE AT 780 FISHERMAN STREET (SUITE 335); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on July 23, 2025).** *Sponsored by City Manager*

8. DISCUSSION ITEM:

1. **Use and Authorization of Historic City Hall**

9. ADJOURNMENT:

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

Sponsored by: City Manager

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO SELECT AND ENTER INTO INSURANCE CONTRACTS WITH AVMED, INC. AND METLIFE FOR MEDICAL, DENTAL, VISION, ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE GROUP PLANS FOR CITY EMPLOYEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The Human Resources Department has worked diligently with the City of Opa-Locka's Agent of Record, World Insurance Associates, LLC, formerly known as Sapoznik Insurance, to assess the existing group insurance policies and proposed premium rates from three other carriers than the carriers providing these services in Fiscal Year 2024-2025; and

WHEREAS, further, the Human Resources Department has worked with the City of Opa-Locka's Agent of Record to assess the existing group insurance policies and proposed premium rated from other carriers (Policy Quote Presentations, attached hereto as Composite Exhibit "A"); and

WHEREAS, the results have been analyzed pertaining to the competitive Bid Process for Insurance Carriers facilitated by the City of Opa-Locka's current Agent of Record and the City Manager has determined that it would be in the City's best interest to continue the current plans and renew the contract with the current carriers; and

WHEREAS, the City desires to renew its current agreements with AvMed, Inc. and Metlife as policies for medical, dental, and vision insurance for City employees and their dependents. The provider for Basic AD&D will transition from Lincoln to MetLife; and

WHEREAS, it is in the best interest of the City to renew agreements with AvMed and Metlife as the City's benefit providers for the Fiscal Year beginning October 1, 2025, and expiring September 2026.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to enter into insurance agreements, between the City of Opa-Locka, AvMed, Inc., and Metlife for medical, dental, vision and accidental death and dismemberment (AD&D) insurance coverage for City employees and dependents.

SECTION 3. The City Manager and other proper City Officials are hereby authorized to execute any required documents in order to carry out the intent of this Resolution.

SECTION 4. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent as may be authorized by the City Manager or the Interim City Manager's designee 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 5. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

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

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

Department Director:	Mary Adams		Department Director's Signature:				
City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	08.25.2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department:	Human Resources			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO SELECT AVMED HEALTH PLAN AS THE PROVIDER FOR THE CITY'S HEALTH PLAN AND METLIFE AS THE PROVIDER FOR THE CITY'S DENTAL AND VISION GROUP PLANS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND EXPIRING SEPTEMBER 30, 2026.

Staff Summary:

The Human Resources Department has worked diligently with the City's Agent of Record, World Insurance Associates, LLC, formerly known as Sapoznik Insurance, to assess the existing group insurance policies and proposed premium rates from three other carriers than the carriers providing these services in FY25.

Staff has analyzed the results of the Competitive Bid Process for Insurance Carriers facilitated by the City's current Agent of Record. It has been determined that it would be in the City's best interest to continue the current plans and renew the contract with the current carriers.

The attachments identify additional quotes and plans received. The provider for Basic AD&D will transition from Lincoln to MetLife.

Financial Impact: The FY 26 Proposed Budget for Health, Life and Dental Insurance had assumed a 5% increase in Health Plan costs and an overall cost of \$1,661,211, assuming that every budgeted position is occupied for the entire year. The recommended negotiated Health Plan has 4.29% increase, resulting in savings of \$10,825 from the budgeted amount.

Proposed Action:

Staff recommends the City Commission authorize the City Manager to select AvMed Health Plan (Option 1) as negotiated for the City's Health Plan, and MetLife as the provider for the City's Dental, Vision and Basic AD&D group plans, for FY26 and to enter into agreements with these companies to provide these services.

Attachment:

Plan Design and Insurance Bid Results

EXECUTIVE SUMMARY

Employee Benefits: eb.worldinsurance.com
Other Products & Services: worldinsurance.com

City of Opa-Locka

Effective Date: 10/1/2025		Current		Renewal		Negotiated	
Plan Nickname	Carrier	1	2	1	2	1	2
Plan Name		AvMed	AvMed	AvMed	AvMed	AvMed	AvMed
Plan Type		HMO	POS	HMO	POS	HMO	POS
Funding Type		Fully Insured	Fully Insured	Fully Insured	Fully Insured	Fully Insured	Fully Insured
Network		No	No	No	No	No	No
Referrals Required		No	No	No	No	No	No
In Network							
Deductible: Single		\$3,000	\$2,500	\$3,000	\$2,500	\$3,000	\$2,500
Deductible: Family		\$6,000	\$5,000	\$6,000	\$5,000	\$6,000	\$5,000
Co-Insurance		80%	90%	80%	90%	80%	90%
Out-of-Pocket Limit: Single		\$6,350	\$6,500	\$6,350	\$6,500	\$6,350	\$6,500
Out-of-Pocket Limit: Family		\$12,700	\$13,000	\$12,700	\$13,000	\$12,700	\$13,000
Inpatient Facility		Ded + 80%	Ded + 90%	Ded + 80%	Ded + 90%	Ded + 80%	Ded + 90%
Outpatient Surgery		Ded + 80%	Ded + 90%	Ded + 80%	Ded + 90%	Ded + 80%	Ded + 90%
Copays							
PCP		\$25	\$25	\$25	\$25	\$25	\$25
Specialist		\$50	\$50	\$50	\$50	\$50	\$50
Urgent Care		\$40/\$25	\$75/\$25	\$40/\$25	\$75/\$25	\$40/\$25	\$75/\$25
ER		\$200	\$350	\$200	\$350	\$200	\$350
Other Services							
Diagnostic Lab / X-Ray		Lab: Routine: \$0, Indp: \$100, Hosp: \$200 / X-Ray: Indp: \$100, Hosp: \$200	Lab: Routine: \$0, Indp: \$50, Hosp: \$100 / X-Ray: Indp: \$50, Hosp: \$100	Lab: Routine: \$0, Indp: \$100, Hosp: \$200 / X-Ray: Indp: \$100, Hosp: \$200	Lab: Routine: \$0, Indp: \$50, Hosp: \$100 / X-Ray: Indp: \$50, Hosp: \$100	Lab: Routine: \$0, Indp: \$100, Hosp: \$200 / X-Ray: Indp: \$100, Hosp: \$200	Lab: Routine: \$0, Indp: \$50, Hosp: \$100 / X-Ray: Indp: \$50, Hosp: \$100
MRI & CT Scan		Indp: \$100, Hosp: \$200	Indp: \$200, Hosp: \$400	Indp: \$100, Hosp: \$200	Indp: \$200, Hosp: \$400	Indp: \$100, Hosp: \$200	Indp: \$200, Hosp: \$400
Prescription Drugs							
Rx Tiers		\$20/30/50/100/50%	\$10/25/50/100: 30% After \$500/\$1,000 Ded	\$10/25/40/80/30%	\$10/25/40/80/30%	\$10/25/40/80/30%	\$10/25/40/80/30%
Out of Network							
Deductible: Single		-	\$7,500	-	\$7,500	-	\$7,500
Deductible: Family		-	\$15,000	-	\$15,000	-	\$15,000
Co-Insurance		-	60%	-	60%	-	60%
Out-of-Pocket Limit: Single		-	\$19,500	-	\$19,500	-	\$19,500
Out-of-Pocket Limit: Family		-	\$39,000	-	\$39,000	-	\$39,000
Inpatient Facility		-	Ded + 60%	-	Ded + 60%	-	Ded + 60%
Outpatient Surgery		-	Ded + 60%	-	Ded + 60%	-	Ded + 60%
Enrollment		114	17	114	17	114	17
Employee Only		90	7	90	7	90	7
Employee + Spouse		8	4	8	4	8	4
Employee + Child(ren)		10	2	10	2	10	2
Family		6	4	6	4	6	4
Monthly Premiums							
Employee Only		\$622.71	\$730.57	\$661.93	\$635.60	\$639.55	\$607.34
Employee + Spouse		\$1,245.42	\$1,461.15	\$1,323.87	\$1,671.19	\$1,279.10	\$1,614.68
Employee + Child(ren)		\$1,182.90	\$1,387.80	\$1,257.41	\$1,587.30	\$1,214.89	\$1,533.62
Family		\$1,930.40	\$2,264.78	\$2,051.99	\$2,590.35	\$1,982.60	\$2,502.75
Monthly Premium Per Plan		\$89,418.66	\$22,793.31	\$95,050.70	\$26,069.96	\$91,836.80	\$25,188.34
Change From Current		---	---	\$5,632.04 (6.30%)	\$3,276.65 (14.38%)	\$2,418.14 (2.70%)	\$2,395.03 (10.51%)
Monthly Premium Per Option		---	---	\$112,211.97	\$121,120.66	\$117,025.14	\$117,025.14
Change From Current		---	---	\$8,908.69 (7.94%)	\$4,813.17 (4.29%)	\$4,813.17 (4.29%)	\$4,813.17 (4.29%)

Quotes are based on the census received. Rates could be adjusted based on final enrollment.
 This data is provided for information purposes only. It is not intended to represent a binding obligation. The governing document for this purpose would be the COC issued by the carrier. Please see detailed benefit summary.
 Information provided is proprietary. It may not be copied, emulated or distributed without express permission

City of Opa-Locka

Effective Date: 10/1/2025		Current		Negotiated		Alternate	
Plan Nickname	Carrier	1	2	1	2	1	2
Aim LH306-LG24 6218/7997	AvMed	Choice 8096/7479	Choice CM250-LG25 8194/0725	Aim LH306-LG25 8132/0725	Choice CM250-LG25 8194/0725	Aim LH256-LG25 + MP-8013-0724 (8131)	Choice CM245-LG25 + MP-8013-0724 (8193)
Plan Name	HMO	POS	POS	HMO	POS	HMO	POS
Funding Type	Fully Insured	Fully Insured	Fully Insured	Fully Insured	Fully Insured	Fully Insured	Fully Insured
Network	No	No	No	No	No	No	No
Referrals Required	No	No	No	No	No	No	No
In Network							
Deductible: Single	\$3,000	\$2,500	\$2,500	\$3,000	\$2,500	\$2,500	\$2,500
Deductible: Family	\$6,000	\$5,000	\$5,000	\$6,000	\$5,000	\$5,000	\$5,000
Co-Insurance	80%	90%	90%	80%	90%	80%	100%
Out-of-Pocket Limit: Single	\$6,350	\$6,500	\$6,500	\$6,350	\$6,500	\$6,350	\$6,350
Out-of-Pocket Limit: Family	\$12,700	\$13,000	\$13,000	\$12,700	\$13,000	\$12,700	\$12,700
Inpatient Facility	Ded + 80%	Ded + 90%	Ded + 90%	Ded + 80%	Ded + 90%	Ded + 80%	Ded
Outpatient Surgery	Ded + 80%	Ded + 90%	Ded + 90%	Ded + 80%	Ded + 90%	Ded + 80%	Indp: \$400, Hosp: Ded + \$500
Copays							
PCP	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Specialist	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Urgent Care	\$40/\$25	\$75/\$25	\$75/\$25	\$40/\$25	\$75/\$25	\$40/\$25	\$50/\$25
ER	\$200	\$350	\$350	\$200	\$350	\$200	\$250
Other Services							
Diagnostic Lab / X-Ray	Lab: Routine: \$0, Indp: \$50, Hosp: \$200 / X-Ray: Indp: \$50, Hosp: \$100	Lab: Routine: \$0, Indp: \$50, Hosp: \$100 / X-Ray: Indp: \$50, Hosp: \$100	Lab: Routine: \$0, Indp: \$50, Hosp: \$100 / X-Ray: Indp: \$50, Hosp: \$100	Lab: Routine: \$0, Indp: \$100, Hosp: \$200 / X-Ray: Indp: \$100, Hosp: \$200	Lab: Routine: \$0, Indp: \$50, Hosp: \$100 / X-Ray: Indp: \$50, Hosp: \$100	Lab: Routine: \$0, Indp: \$100, Hosp: \$200 / X-Ray: Indp: \$100, Hosp: \$200	Lab: Routine: \$0, Indp: \$100, Hosp: \$200 / X-Ray: Indp: \$100, Hosp: \$200
MRI & CT Scan	Indp: \$100, Hosp: \$200	Indp: \$100, Hosp: \$200	Indp: \$100, Hosp: \$200	Indp: \$100, Hosp: \$200	Indp: \$100, Hosp: \$200	Indp: \$100, Hosp: \$200	Indp: \$100, Hosp: \$200
Prescription Drugs							
Rx Tiers	\$20/30/50/100/50%	\$10/25/50/100; 30% After \$500/\$1,000 Ded	\$10/25/50/100/30%	\$10/25/40/80/30%	\$10/25/40/80/30%	\$10/25/40/80/30%	\$10/25/40/80/30%
Out of Network							
Deductible: Single	-	\$7,500	\$7,500	-	\$7,500	-	\$7,500
Deductible: Family	-	\$15,000	\$15,000	-	\$15,000	-	\$15,000
Co-Insurance	-	60%	60%	-	60%	-	60%
Out-of-Pocket Limit: Single	-	\$19,500	\$19,500	-	\$19,500	-	\$19,050
Out-of-Pocket Limit: Family	-	\$39,000	\$39,000	-	\$39,000	-	\$38,100
Inpatient Facility	-	Ded + 60%	Ded + 60%	-	Ded + 60%	-	Ded + 60%
Outpatient Surgery	-	Ded + 60%	Ded + 60%	-	Ded + 60%	-	Ded + 60%
Enrollment							
Employee Only	114	17	17	114	17	114	17
Employee + Spouse	90	7	7	90	7	90	7
Employee + Child(ren)	8	4	4	8	4	8	4
Family	10	2	2	10	2	10	2
	6	4	4	6	4	6	4
Monthly Premiums							
Employee Only	\$622.71	\$730.57	\$807.34	\$639.55	\$807.34	\$651.38	\$843.66
Employee + Spouse	\$1,245.42	\$1,461.15	\$1,614.68	\$1,279.10	\$1,614.68	\$1,302.77	\$1,687.31
Employee + Child(ren)	\$1,182.90	\$1,387.80	\$1,533.62	\$1,214.89	\$1,533.62	\$1,237.37	\$1,602.61
Family	\$1,930.40	\$2,264.78	\$2,502.75	\$1,982.60	\$2,502.75	\$2,019.29	\$2,615.33
Monthly Premium Per Plan	\$89,418.66	\$22,793.31	\$25,188.34	\$91,836.80	\$25,188.34	\$93,535.80	\$26,321.40
Monthly Premium Per Option	---	---	\$2,395.03 (10.51%)	\$2,418.14 (2.70%)	\$2,395.03 (10.51%)	\$4,117.14 (4.60%)	\$3,528.09 (15.48%)
Change From Current	---	\$112,211.97	\$117,025.14	\$4,813.17 (4.29%)	\$117,025.14	\$7,645.23 (6.81%)	\$119,857.20

Quotes are based on the census received. Rates could be adjusted based on final enrollment. This data is provided for information purposes only. It is not intended to represent a binding obligation. The governing document for this purpose would be the COC issued by the carrier. Please see detailed benefit summary. Information provided is proprietary. It may not be copied, emulated or distributed without express permission.

GAP

Employee Benefits: eb.worldinsurance.com
Other Products & Services: worldinsurance.com

City of Opa-Locka

Effective Date: 10/1/2025		Current	Renewal
Plan Nickname		1	1
Carrier		APL	APL
Plan Name		\$3,000 MEDLink Select	\$3,000 MEDLink Select
Contribution		Voluntary	Voluntary
Gap Benefits			
Inpatient Hospital		\$3,000	\$3,000
Outpatient		\$1,000	\$1,000
Additional Riders		\$300 ER Deductible	\$300 ER Deductible
Enrollment		75	75
Employee Only		57	57
Employee + Spouse		5	5
Employee + Child(ren)		8	8
Family		5	5
Monthly Premiums			
Employee Only		\$41.25	\$41.25
Employee + Spouse		\$93.53	\$93.53
Employee + Child(ren)		\$70.38	\$70.38
Family		\$122.65	\$122.65
Monthly Premium Per Plan		\$3,995.19	\$3,995.19
Change From Current		---	\$0.00 (0.00%)

Quotes are based on the census received. Rates could be adjusted based on final enrollment.

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MEDlink® Select Supplemental Limited Benefit Group Medical Expense Insurance (51+ Eligibles)



City of Opa Locka

Option 1 Summary of Benefits for Separate In-Hospital Benefit and Outpatient Benefit	
In-Hospital Benefit	
In-Hospital Benefit Maximum	Maximum of \$3,000 per covered person per calendar year. Maximum of \$9,000 per calendar year for all covered persons combined.
In-Hospital Benefit	Benefits include in-hospital confinement, ambulance and in-hospital treatment for mental or emotional disorder (subject to a maximum of 30 days of mental or emotional disorder treatment per covered person per calendar year). All benefits are subject to the in-hospital benefit maximum.
Outpatient Benefit	
Outpatient Benefit Maximum	Maximum of \$1,000 per covered person per calendar year for covered outpatient services. Maximum of \$3,000 per calendar year for all covered persons combined.
Outpatient Benefits	Covered outpatient services include: • Hospital emergency room (subject to emergency room deductible) • Urgent care facility • Surgery in a hospital outpatient facility or freestanding outpatient surgery center • Diagnostic testing in a hospital outpatient facility or MRI facility • Physical therapy facility • Ambulance • Outpatient treatment for mental or emotional disorder (subject to a maximum of 30 days of mental or emotional disorder treatment per covered person per calendar year.) All benefits are subject to the outpatient benefit maximum.
Emergency Room Deductible	\$300 per covered person per occurrence

MEDlink® Select Supplemental Limited Benefit Group Medical Expense Insurance (51+ Eligibles)

City of Opa Locka



Option 1 Premiums*

Total Monthly Premiums*				
Ages	Employee	Employee & Spouse	Employee & Child(ren)	Employee & Family
18+	\$41.25	\$93.53	\$70.38	\$122.65

*Total premium includes the Plan selected and any applicable rider premium. The premium and amount of benefits vary dependent upon the Plan selected at time of application.

MEDlink® Select Supplemental Limited Benefit Group Medical Expense Insurance

In-Hospital Benefit

The covered person must be covered by the other medical plan at the time any In-Hospital covered charges are incurred.

The in-hospital benefit pays the out-of-pocket amount for inpatient covered charges incurred by a covered person for treatment while confined in a hospital as an inpatient. A hospital is not an institution, or part thereof, used as: a place for rehabilitation, a place for rest or for the aged, a nursing or convalescent home, a long-term nursing unit or geriatrics ward, or an extended care facility for the care of convalescent, rehabilitative or ambulatory patients.

The ambulance benefit pays the out-of-pocket amount for air or ground transportation of a covered person by ambulance to a hospital or from one medical facility to another where a covered person is confined as an inpatient. A licensed ambulance company must provide the ambulance service.

Outpatient Benefit

Pays the out-of-pocket amount for outpatient covered charges. The covered person must be covered by the other medical plan at the time any covered charges are incurred. The emergency room per occurrence deductible is required to be met with each emergency room visit. This deductible is separate and in addition to the outpatient deductible. The emergency room deductible is not applied to the outpatient deductible even if the visit is for the same or related condition.

The ambulance benefit pays the out-of-pocket amount for air or ground transportation of a covered person by ambulance to a hospital or from one medical facility to another where a covered person resides less than 18 hours. A Licensed ambulance company must provide the ambulance service.

Exclusions

No benefits will be payable for expenses incurred during any period the covered person does not have coverage under the other medical plan. If a claim is received after coverage under the other medical plan has terminated, APL's liability will be limited to a refund of any premium paid since coverage terminated.

No benefits are payable for expenses incurred resulting from or caused by, whether directly or indirectly, by: war or any act of war, whether declared or undeclared, or any act related to war while serving in the military forces or any auxiliary unit thereto, (APL will refund the pro-rata portion of any premium paid for any such covered person upon receipt of your written request.); outpatient routine newborn care (except newborn circumcision); rest care or rehabilitative care and treatment (this does not include rehabilitation for treatment of physical disability); voluntary abortion except, with respect to you or your covered eligible dependent: where you or your eligible dependent's life would be endangered if the fetus were carried to term or where medical complications have arisen from abortion; participating in a riot, insurrection, rebellion, civil commotion, civil disobedience or unlawful assembly (This does not include a loss which occurs while acting in a lawful manner within the scope of authority.); committing, or attempting to commit, an illegal act that is defined as a felony (Felony is as defined by the law of the jurisdiction in which the act takes place.); participation in a contest of speed in power driven vehicles, parachuting or hang gliding; air travel, except: as a fare-paying passenger on a commercial airline on a regularly scheduled route or as a passenger for transportation only and not as a pilot or crew member; being intoxicated or under the influence of any narcotic unless administered on the advice of a physician (Intoxication means that which is determined and defined by the laws and jurisdiction of the geographical area in which the event that caused the loss occurred.); alcoholism or drug addiction; sex changes; experimental treatment, drugs or surgery (bone marrow transplants are not considered experimental); accident or sickness arising out of, and in the course of, any occupation for compensation, wage or profit for which benefits are paid by workers' compensation (This does not apply to those sole proprietors or partners not covered by workers' compensation.); dental or vision services, including treatment, surgery, extractions or x-rays, unless resulting from an accident occurring while the covered person's coverage is in force and if performed within 12 months of the date of such accident or due to congenital disease or anomaly of a covered newborn child; elective cosmetic surgery (except newborn circumcision); drugs (prescription and non-prescription for use outside of a covered facility as defined in this policy/certificate or any attached rider); sterilization and reversal of sterilization; an expense that does not meet the definition of inpatient covered charge or outpatient covered charges; an expense or service that exceeds any of the maximum benefits, as shown in the schedule of benefits in the policy/certificate; any expense for which benefits are not payable under the other medical plan; or pregnancy of an eligible dependent child.

Non-Duplication of Benefits

Duplication of benefits is not allowed under the policy and/or any attached riders. If a covered charge is payable under more than one benefit, only one benefit, the largest, will be payable.

Premium Changes

The premium rates may be changed by APL at the first anniversary date of the policy or any premium due date thereafter.

Optionally Renewable

The policy is renewable at the option of APL. The policyholder or APL may terminate this policy on any premium due date after the first anniversary following the policy effective date, subject to 60 days notice.

MEDlink® Select Supplemental Limited Benefit Group Medical Expense Insurance

Termination of Certificate

Insurance coverage under the certificate, including any attached riders, will end on the earliest of these dates: the date the policy terminates; the end of the grace period if the premium remains unpaid; the date you no longer qualify as an insured; the date your coverage under the other medical plan ends; or the date of your death.

Termination of Coverage

Insurance coverage under the certificate and/or any attached riders for a covered person will end as follows: the date the policy terminates; the date the certificate terminates; the end of the grace period if the premium remains unpaid; the date in which we receive a written request from you to terminate the covered person's coverage; the date a covered person no longer qualifies as an insured or eligible dependent; or the date of the covered person's death. APL may end the coverage of any covered person who submits a fraudulent claim.

COBRA Continuation of Coverage

This plan may be continued in accordance with the Consolidated Omnibus Reconciliation Act of 1986.



2305 Lakeland Drive | Flowood, MS 39232
ampublic.com | 800.256.8606

Underwritten by American Public Life Insurance Company. All Riders are subject to all the Provisions and Conditions of the Policy/Certificate to which it is attached, which are not in conflict with those of the Rider. | For complete benefits and other provisions, please refer to the policy/certificate/rider. This coverage does not replace Workers' Compensation Insurance. **This product is inappropriate for people who are eligible for Medicaid coverage.** | This policy is considered an employee welfare benefit plan established and/or maintained by an association or employer intended to be covered by ERISA, and will be administered and enforced under ERISA. Group policies issued to governmental entities and municipalities may be exempt from ERISA guidelines. | Policy Form MEDlink® 7 & 8 Series | FL | Supplemental Limited Benefit Group Medical Expense Insurance | 04/18

DENTAL

Employee Benefits: eb.worldinsurance.com
Other Products & Services: worldinsurance.com

City of Opa-Locka

Effective Date: 10/1/2025		Current		Renewal		Lincoln	
Plan Nickname		1	2	1	2	1	2
Carrier		MetLife	MetLife	MetLife	MetLife	Lincoln National Corporation	Lincoln National Corporation
Plan Name		MET290	PPO	MET290	PPO	LDCS800B (RG 2027)	DPPO (RG 2027)
Rate Guarantee		-	-	1 Year	1 Year	2 Years	2 Years
Participation Requirements		-	-	-	-	2	74%
In Network							
Deductible: Single		No Ded \$5 Office Visits	\$50	No Ded \$5 Office Visits	\$50	No Ded \$5 Office Visits	\$50
Deductible: Family		No Ded \$5 Office Visits	\$150	No Ded \$5 Office Visits	\$150	No Ded \$5 Office Visits	\$150
Preventative / Basic / Major		Co Pays Apply / Co Pays Apply / Co Pays Apply	100% / 90% / 60%	Co Pays Apply / Co Pays Apply	100% / 90% / 60%	Co Pays Apply / Co Pays Apply / Co Pays Apply	100% / 90% / 60%
Annual Maximum		None	In: \$3,000 / Out: \$1,500	None	In: \$3,000 / Out: \$1,500	None	In: \$3,000 / Out: \$1,500
Endodontic Oral Surgery		Co Pays Apply	Major/Basic	Co Pays Apply	Major/Basic	Co Pays Apply	Major
Periodontic Oral Surgery		Co Pays Apply	Major/Basic	Co Pays Apply	Major/Basic	Co Pays Apply	Major
Ortho Coinsurance		Co Pays Apply (Child & Adult)	50% (Child to age 19)	Co Pays Apply (Child & Adult)	50% (Child to age 19)	Co Pays Apply (Adult & Child)	50% (Child to 19)
Ortho Lifetime Max		None	\$1,000	None	\$1,000	None	\$1,000
Out of Network							
Out of Network Reimbursement		-	MAC (Fee)	-	MAC (Fee)	-	MAC
Deductible: Single		-	\$50	-	\$50	-	\$50
Deductible: Family		-	\$150	-	\$150	-	\$150
Preventative / Basic / Major		-	90% / 70% / 40%	-	90% / 70% / 40%	-	90% / 70% / 40%
Enrollment		55	75	55	75	55	75
Employee Only		42	50	42	50	42	50
Employee + Spouse		4	8	4	8	4	8
Employee + Child(ren)		4	11	4	11	4	11
Family		5	6	5	6	5	6
Monthly Premiums							
Employee Only		\$13.06	\$36.48	\$13.06	\$36.48	\$9.76	\$32.73
Employee + Spouse		\$22.85	\$72.95	\$22.85	\$72.95	\$17.09	\$63.95
Employee + Child(ren)		\$27.41	\$87.98	\$27.41	\$87.98	\$21.16	\$79.78
Family		\$38.52	\$131.30	\$38.52	\$131.30	\$26.85	\$122.77
Monthly Premium Per Plan		\$942.16	\$4,163.18	\$942.16	\$4,163.18	\$697.17	\$3,762.30
Change From Current		---	---	\$0.00 (0.00%)	\$0.00 (0.00%)	-\$244.99 (-26.00%)	-\$400.88 (-9.63%)
Monthly Premium Per Option		---	---	\$5,105.34	\$5,105.34	\$4,459.47	\$4,459.47
Change From Current		---	---	\$0.00 (0.00%)	\$0.00 (0.00%)	-\$645.87 (-12.65%)	-\$645.87 (-12.65%)

Quotes are based on the census received. Rates could be adjusted based on final enrollment.

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Information provided is proprietary. It may not be copied, emulated or distributed without express permission

VISION

Employee Benefits: eb.worldinsurance.com
Other Products & Services: worldinsurance.com

City of Opa-Locka

Effective Date: 10/1/2025		Current	Renewal	Lincoln
Plan Nickname	1	1	1	1
Carrier	MetLife	MetLife	MetLife	Lincoln National Corporation
Plan Name	M130D 10/10	M130D 10/10	M130D 10/10	LVC8 (RG 2027)
Network	-	-	-	Lincoln VisionConnect
Rate Guarantee	-	-	1 Year	2 Years
Participation Requirements	-	-	-	Min 2 enrolled lives.
In Network				
Exams Copay	\$10	\$10	\$10	\$10
Exams Frequency	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months
Lenses Copay	\$10	\$10	\$10	\$10
Lenses Frequency	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months
Frames Allowance	Up to \$130 + 20% off Balance	Up to \$130 + 20% off Balance	Up to \$130 + 20% off Balance	Up to \$130 + 30% off balance
Frames Frequency	Once Every 24 Months	Once Every 24 Months	Once Every 24 Months	Once Every 24 Months
Contact Lenses Allowance	Up to \$130	Up to \$130	Up to \$130	Up to \$125
Contact Lenses Frequency	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months
Out of Network				
Exams Copay	Up to \$45	Up to \$45	Up to \$45	Up to \$40
Lenses Copay	Up to \$30	Up to \$30	Up to \$30	Up to \$40
Frames Allowance	Up to \$70	Up to \$70	Up to \$70	Up to \$45
Contact Lenses Allowance	Up to \$105	Up to \$105	Up to \$105	Up to \$125
Enrollment	98	98	98	98
Employee Only	61	61	61	61
Employee + Spouse	17	17	17	17
Employee + Child(ren)	12	12	12	12
Family	8	8	8	8
Monthly Premiums				
Employee Only	\$6.80	\$6.80	\$6.80	\$6.01
Employee + Spouse	\$13.62	\$13.62	\$13.62	\$11.39
Employee + Child(ren)	\$14.02	\$14.02	\$14.02	\$13.38
Family	\$21.79	\$21.79	\$21.79	\$18.81
Monthly Premium Per Plan	\$988.90	\$988.90	\$988.90	\$871.28
Change From Current	---	---	\$0.00 (0.00%)	-\$117.62 (-11.89%)

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LIFE & DISABILITY

Employee Benefits: eb.worldinsurance.com
Other Products & Services: worldinsurance.com

City of Opa-Locka

Effective Date: 10/1/2025				
Plan Nickname	Current	Renewal	MetLife	
Carrier	1	1	1	
Plan Name	Lincoln National Corporation	Lincoln National Corporation	MetLife	
Rate Guarantee	Voluntary Life and AD&D	Voluntary Life and AD&D (RG 2027)	Voluntary Life & AD&D (RG 2028)	
Participation Requirements	-	2 Years	3 Years	
Benefit			25% and at least 10 covered lives.	
Benefit Amount	5x Annual Salary	5x Annual Salary	5x Annual Salary	
Maximum Benefit	\$300,000	\$300,000	\$300,000	
Benefit Reduction	35% At Age 65, 25% At Age 70, 15% At Age 75, 15% At Age 80	35% At Age 65, 25% At Age 70, 15% At Age 75, 15% At Age 80	No Age Reduction	
Guaranteed Issue	\$150,000	\$150,000	\$200,000	
Spouse GI	\$30,000	\$30,000	\$30,000	
Child GI	6 Months to 19 (to 25 if FT student) \$10,000, Age	6 Months to 19 (to 25 if FT student) \$10,000, Age	\$10,000	
Monthly Premiums (Rates Per \$1,000)				
AD & D	\$0.032	\$0.032	\$0.02	
Spouse AD & D	\$0.032	\$0.032	\$0.02	
Child Life	\$2.00	\$2.00	\$0.178	
Employee/Spouse Vlfe Rates	0-24: \$0.080 25-29: \$0.080 30-34: \$0.090 35-39: \$0.110 40-44: \$0.180 45-49: \$0.290 50-54: \$0.540 55-59: \$0.860 60-64: \$1.010 65-69: \$1.820 70-74: \$3.550 75-79: \$9.570 80-99: \$21.830	0-24: \$0.080 25-29: \$0.080 30-34: \$0.090 35-39: \$0.110 40-44: \$0.180 45-49: \$0.290 50-54: \$0.540 55-59: \$0.860 60-64: \$1.010 65-69: \$1.820 70-74: \$3.550 75-79: \$9.570 80-99: \$21.830	Less than 30: \$0.08 30-34: \$0.09 35-39: \$0.11 40-44: \$0.18 45-49: \$0.29 50-54: \$0.54 55-59: \$0.86 60-64: \$1.01 65-69: \$1.82 70+: \$3.55	
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City of Opa-Locka

Effective Date: 10/1/2025				
	Current	Renewal	Negotiated	MetLife
Plan Nickname	1	1	1	1
Carrier	Lincoln National Corporation	Lincoln National Corporation	Lincoln National Corporation	MetLife
Contrib/Non-Contributory	Contributory	Contributory	Contributory	Contributory
Plan Name	Short Term Disability	Short Term Disability (RG 2027)	Short Term Disability (RG 2027)	Short Term Disability (RG 2027)
Rate Guarantee	-	2 Years	2 Years	2 Years
Participation Requirements	-	-	-	51%
Benefit				
Benefit Percentage	60%	60%	60%	60%
Max Weekly Benefit	\$1,000	\$1,000	\$1,000	\$1,000
Max Benefit Duration	11 weeks	11 weeks	11 weeks	11 Weeks
Elimination Period - Accident	14 Days	14 Days	14 Days	14 Days
Elimination Period - Sickness	14 Days	14 Days	14 Days	14 Days
Guaranteed Issue	\$1,000	\$1,000	\$1,000	\$1,000
Class Description	Class 1: All FT Employees Excluding City Managers, City Clerks, Commissioners and Mayor of City of Opa Locka Class 2: All FT City Managers, City Clerks, Commissioner and Mayor of City of Opa Locka	Class 1: All FT Employees Excluding City Managers, City Clerks, Commissioners and Mayor of City of Opa Locka Class 2: All FT City Managers, City Clerks, Commissioner and Mayor of City of Opa Locka	Class 1: All FT Employees Excluding City Managers, City Clerks, Commissioners and Mayor of City of Opa Locka Class 2: All FT City Managers, City Clerks, Commissioner and Mayor of City of Opa Locka	All Active FT Employees
Enrollment				
Employee	86	86	86	86
Monthly Premiums			If Dental/Vision Sold	
Rates Per \$10	\$0.387	\$0.433	\$0.387	\$0.387
Covered Weekly Benefit	\$44,653.00	\$44,653.00	\$44,653.00	\$44,653.00
Monthly Premium Per Plan	\$1,728.07	\$1,933.47	\$1,728.07	\$1,728.07
Change From Current	---	\$205.40 (11.89%)	\$0.00 (0.00%)	\$0.00 (0.00%)
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City of Opa-Locka

Effective Date: 10/1/2025	Current	Renewal	Negotiated	MetLife
Plan Nickname	1	1	1	1
Carrier	Lincoln National Corporation	Lincoln National Corporation	Lincoln National Corporation	MetLife
Contrib/Non-Contributory	Contributory	Contributory	Contributory	Contributory
Plan Name	Long Term Disability	Long Term Disability (RG 2027)	Long Term Disability (RG 2027)	Long Term Disability (RG 2028)
Rate Guarantee	-	2 Years	2 Years	3 Years
Participation Requirements	-	-	-	33%
Benefit				
Benefit Percentage	60%	60%	60%	60%
Max Monthly Benefit	Class 1 & 3: \$10,000, Class 2 to \$5,000	Class 1 & 3: \$10,000, Class 2 to \$5,000	Class 1 & 3: \$10,000, Class 2 to \$5,000	\$10,000
Max Benefit Duration	Age 65 or SSNRA	Age 65 or SSNRA	Age 65 or SSNRA	RBD w/ SSNRA
Elimination Period	90 Days	90 Days	90 Days	90 Days
Definition of Disability	24 Months	24 Months	24 Months	24 Months
Pre-existing Conditions	3/12	3/12	3/12	6/12
Guaranteed Issue	Class 1 & 3: \$10,000, Class 2 to \$5000	Class 1 & 3: \$10,000, Class 2 to \$5000	Class 1 & 3: \$10,000, Class 2 to \$5000	\$10,000
Class Description	Class 1: Elected Officials of City of Opa Locka Class 2: All Other FT Employees except City Managers, City Clerks, Commissioners and Mayor of City of Opa Locka Class 3: All FT City Managers, City Clerks, Commissioners and Mayor of City of Opa Locka	Class 1: Elected Officials of City of Opa Locka Class 2: All Other FT Employees except City Managers, City Clerks, Commissioners and Mayor of City of Opa Locka Class 3: All FT City Managers, City Clerks, Commissioners and Mayor of City of Opa Locka	Class 1: Elected Officials of City of Opa Locka Class 2: All Other FT Employees except City Managers, City Clerks, Commissioners and Mayor of City of Opa Locka Class 3: All FT City Managers, City Clerks, Commissioners and Mayor of City of Opa Locka	All Active FT Employees
Enrollment				
Employee	139	139	139	139
Monthly Premiums			If Dental/Vision Sold	
Rates Per \$100	Age Banded Under 30: \$0.156 30-34: \$0.239 35-39: \$0.405 40-44: \$0.613 45-49: \$0.863 50-54: \$1.101 55-59: \$1.424 60-64: \$1.185 65-69: \$0.925 70-74: \$0.738 Over 75: \$0.811	Age Banded Under 30: \$0.175 30-34: \$0.268 35-39: \$0.454 40-44: \$0.687 45-49: \$0.967 50-54: \$1.233 55-59: \$1.595 60-64: \$1.327 65-69: \$1.036 70-74: \$0.827 Over 75: \$0.908	Age Banded Under 30: \$0.156 30-34: \$0.239 35-39: \$0.405 40-44: \$0.613 45-49: \$0.863 50-54: \$1.101 55-59: \$1.424 60-64: \$1.185 65-69: \$0.925 70-74: \$0.738 Over 75: \$0.811	Age Banded Less than 35: \$0.156 35-39: \$0.365 40-44: \$0.553 45-49: \$0.777 50-54: \$0.991 55-59: \$1.282 60-64: \$1.067 65+: \$0.833
Monthly Premium Per Plan				
Change From Current	---	---	---	---

Quotes are based on the census received. Rates could be adjusted based on final enrollment.
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ADDITIONAL PRODUCTS

SUPPLEMENTAL WORKSITE BENEFITS

Employee Benefits: eb.worldinsurance.com
Other Products & Services: worldinsurance.com

Critical Illness 1.0 for FL

- with Subsequent Diagnosis Coverage, Health Screening Benefit

Applicable to policy form CI-1.0

Non-Tobacco Rates

	ISSUE AGE	NAMED INSURED	EMPLOYEE & SPOUSE	ONE-PARENT FAMILY	TWO-PARENT FAMILY
\$10,000	17-24	\$1.53	\$2.30	\$1.58	\$2.40
	25-29	\$1.78	\$2.70	\$1.83	\$2.75
	30-34	\$2.18	\$3.30	\$2.23	\$3.35
	35-39	\$2.83	\$4.20	\$2.88	\$4.30
	40-44	\$3.68	\$5.50	\$3.73	\$5.55
	45-49	\$4.78	\$7.20	\$4.83	\$7.25
	50-54	\$6.08	\$9.30	\$6.13	\$9.35
	55-59	\$7.43	\$11.45	\$7.48	\$11.50
	60-64	\$9.08	\$14.10	\$9.13	\$14.20
	65-70	\$10.93	\$16.45	\$10.98	\$16.55
\$25,000	17-24	\$2.21	\$3.28	\$2.33	\$3.53
	25-29	\$2.83	\$4.28	\$2.96	\$4.40
	30-34	\$3.83	\$5.78	\$3.96	\$5.90
	35-39	\$5.46	\$8.03	\$5.58	\$8.28
	40-44	\$7.58	\$11.28	\$7.71	\$11.40
	45-49	\$10.33	\$15.53	\$10.46	\$15.65
	50-54	\$13.58	\$20.78	\$13.71	\$20.90
	55-59	\$16.96	\$26.15	\$17.08	\$26.28
	60-64	\$21.08	\$32.78	\$21.21	\$33.03
	65-70	\$25.71	\$38.65	\$25.83	\$38.90
\$50,000	17-24	\$3.33	\$4.90	\$3.58	\$5.40
	25-29	\$4.58	\$6.90	\$4.83	\$7.15
	30-34	\$6.58	\$9.90	\$6.83	\$10.15
	35-39	\$9.83	\$14.40	\$10.08	\$14.90
	40-44	\$14.08	\$20.90	\$14.33	\$21.15
	45-49	\$19.58	\$29.40	\$19.83	\$29.65
	50-54	\$26.08	\$39.90	\$26.33	\$40.15
	55-59	\$32.83	\$50.65	\$33.08	\$50.90
	60-64	\$41.08	\$63.90	\$41.33	\$64.40
	65-70	\$50.33	\$75.65	\$50.58	\$76.15

Group Medical Bridge for FL *Age-Banded*

Applicable to Policy Forms GMB1 0-P & GMB1 0-C

- Hospital Confinement: \$1000, Health Screening: \$50, Outpatient Surgery: Tier 1=\$500, Tier 2=\$1000, CY Max=\$1500

ISSUE AGE	NAMED INSURED	EMPLOYEE & SPOUSE	ONE-PARENT FAMILY	TWO-PARENT FAMILY
17-49	\$8.52	\$15.26	\$12.61	\$19.35
50-59	\$11.30	\$21.85	\$15.40	\$25.95
60-64	\$14.86	\$29.97	\$18.95	\$34.05
65-99	\$19.33	\$39.55	\$23.41	\$43.64

(Continued...)

Group Medical Bridge for FL *Age-Banded*

Applicable to Policy Forms GMB1 0-P & GMB1 0-C

Hospital Confinement: \$1500, Health Screening: \$50, Outpatient Surgery: Tier 1=\$750, Tier 2=\$1500, CY Max=\$2500

ISSUE AGE	NAMED INSURED	EMPLOYEE & SPOUSE	ONE-PARENT FAMILY	TWO-PARENT FAMILY
17-49	\$12.23	\$22.06	\$18.37	\$28.20
50-59	\$16.41	\$31.96	\$22.54	\$38.09
60-64	\$21.74	\$44.11	\$27.89	\$50.25
65-99	\$28.44	\$58.49	\$34.58	\$64.62

Cancer 1000 for FL

Applicable to policy form C1000

- with Progressive Payment Benefit, \$5,000 Initial Diagnosis Benefit

	ISSUE AGE	NAMED INSURED	ONE-PARENT FAMILY	TWO-PARENT FAMILY
Level 2	17-69	\$15.05	\$16.75	\$25.00
Level 3	17-69	\$18.05	\$20.75	\$30.50

Accident 1.0 for FL

Applicable to policy forms ACCIDENT 1.0-HS and ACCIDENT 1.0-NS

- On/Off-Job Accident Coverage

	ISSUE AGE	NAMED INSURED	EMPLOYEE & SPOUSE	ONE-PARENT FAMILY	TWO-PARENT FAMILY
Preferred with health screening	17-80	\$8.62	\$13.83	\$15.80	\$20.95

Important Notice

Insurance coverage has exclusions and limitations that may affect benefits payable. For a complete description of benefits, limitations and exclusions, please refer to an outline of coverage, sample policy/certificate, proposal description or see your Colonial Life benefits counselor. Coverage type, benefits and rates vary by state. Coverage may not be available in all states. Rates provided are illustrative and your actual premium may be different depending on your particular situation and plan choices.

Colonial Life products are underwritten by Colonial Life & Accident Insurance Company, for which Colonial Life is the marketing brand.

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Gunshot Wound Rate Sheet for Florida

Monthly premium per \$1,000 of lump-sum benefit in Florida

Plan Code	PS03 <i>Note: the "0" is a zero</i>
Issue Ages 17- 69	\$0.20

Coverage	Employee only
Plan Structure	On/off-job
Benefit Amount	\$1,000 to \$5,000 lump sum, offered in \$1000 increments
Benefit Features	• Non-fatal gunshot wound from a conventional firearm. • One benefit per 24-hour period, regardless of the number of gunshot wounds. • Requires treatment by a physician, including overnight care in a hospital, within 24 hours after the accident.
Eligibility	• Offered to all permanent, benefit-eligible employees ages 17-69 in Florida who work at least 15 hours per week on a regular basis. • The employee must be actively at work at the time of application. • Seasonal and temporary employees are not eligible. Spouse and children are not eligible.
Policy Form	• GSW-FL only

For states other than Florida, see the regular gunshot wound rate sheet, 101717.

Important: The information contained in this rate sheet is confidential and intended for the training and education of Colonial Life & Accident Insurance Company employees and benefit counselors only. Colonial Life has not authorized any other use of this information. Do not give or show it to prospective insureds, employers of prospective insureds, other insurance carrier representatives, work site marketing competitors, or anyone else not employed by or contracted with Colonial Life or other Unum Group business units. This sheet contains highlights of the actual product benefits. Please see the policy for your state for complete details.

Sponsored by: City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING AND APPROVING THE FISCAL YEAR 2023-2024 AUDITED FINANCIAL STATEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Manager desires to present audited financial statements for fiscal year ending September 30, 2024, to the City Commission for acceptance and approval; and

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

WHEREAS, the City Commission finds that it is in the best interest of the City Commission to approve the presented audited financial statement for the fiscal year ended September 30, 2024.

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

Section 1. Recitals.

The recitals to the preamble here are incorporated by reference.

Section 2. Authorization

The City Commission of the City of Opa-Locka hereby approves the Audited Financial Statement for the fiscal year ended September 30, 2024.

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.

Resolution No.

Section 4. Effective Date

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

PASSED AND ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



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

City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	08.25.2025		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i>	(Enter Fund & Dept) Ex: None		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: 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.			
	X						
Sponsor Name	City Manager		Department:	Finance Department			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA ACCEPTING AND APPROVING THE FISCAL YEAR 2024 AUDITED FINANCIAL STATEMENT.

Staff Summary:

The Annual Financial Report for the City has been completed by the external auditing firm Marcum, LLP. City Administration desires to present audited financial statements for fiscal year ending September 30, 2024, to the City Commission for acceptance and approval. This will ensure significant stride in the City's determination and ability to achieve financial stability.

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

Proposed Action:

Staff recommends the Commission accepts and approves the FY24 audited financial statement.

Attachment:

Issued Auditors Report- City of Opa-locka

ANNUAL FINANCIAL REPORT
CITY OF OPA-LOCKA, FLORIDA
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024



The City of Opa-locka

Mission Statement

The Mission of the City of Opa-locka is to enhance the quality of life, environment, and safety of our customers and employees in an atmosphere of courtesy, integrity, and quality service.

CITY OF OPA-LOCKA, FLORIDA
ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

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CITY OF OPA-LOCKA, FLORIDA
ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

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INDEPENDENT AUDITORS' REPORT

Independent Auditors' Report

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

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Opa-Locka, Florida (the "City"), as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

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

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedules, the schedules of city's proportionate share of net pension liability, the schedules of city's contributions, and the schedule of changes in the city's total OPEB liability and related ratios on pages 5 – 25 and 67 - 75, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 31, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

CBIZ CPAs P.C.

Miami, FL
July 31, 2025

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MANAGEMENT'S DISCUSSION AND ANALYSIS
(Required Supplementary Information)

CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

OVERVIEW OF THE FINANCIAL STATEMENTS

The City of Opa-locka's (the "City") Management Discussion and Analysis ("MD&A") is designed to provide an objective and easy to read analysis of the City's financial activities based on currently known facts, decisions, or conditions. It is intended to provide a broad overview on short-term and long-term analyses of the City's activities based on information presented in the financial report and fiscal policies that have been adopted by the City. Specifically, this section is designed to assist the reader in focusing on significant financial issues, provide an overview of the City's financial activity, identify changes in the City's financial position (its ability to address the next and subsequent year challenges), identify any material deviations from the financial plan (the approved budget), and identify individual fund issues or concerns. The information contained within this section should be considered only a part of a greater whole of information on the City's financial status.

FINANCIAL HIGHLIGHTS

1. The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$63 million (net position).
2. The City's governmental activities reported net position of \$36.7 million (net position).
3. The City's business-type activities reported a net position of \$26.2 million (net position).

Overview of the Financial Statements

This annual report consists of four parts—management's discussion and analysis (this section), the basic financial statements, required supplementary information and an additional section that presents combining financial statements for non-major governmental funds. The basic financial statements include two kinds of statements that present different views of the City:

- The first two statements are government-wide financial statements that provide both long-term and short-term information about the City's overall financial status.
- The remaining statements are fund financial statements that focus on individual parts of the City government, reporting the City's operations in more detail than the government-wide statements.
- The governmental funds statements show how general government services such as public safety were financed in the short term as well as what remains for future spending.

The financial statements include *notes* explaining some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* which further explains and supports the information in the financial statements. In addition to these required elements, we have included a section combining financial statements that provide details about our non-major governmental funds, each of which is added together and presented in a single column in the basic financial statements.

Users interested in "budgetary performance" will find that information available in the required supplementary information and supplementary information following the notes to the financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The *government-wide* financial statements consist of a Statement of Net Position and a Statement of Activities. Both statements represent an overview of the City as a whole, separating its operations between governmental and business-type activities. All information is presented utilizing the economic resources measurement focus and accrual basis of accounting. This method better matches revenues and expenses to the period in which the revenues are earned and the expenses attributed, and it is a useful indicator of a government's financial position.

CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

The *Statement of Net Position* is designed to be similar to a bottom line for the City and its governmental and business-type activities. This statement combines and consolidates governmental fund's current financial resources (short-term spendable resources) with capital assets and long-term obligations. It presents information on all the City's assets and deferred outflows of resources, on one hand; liabilities and deferred inflows of resources on the other hand; the difference between them, reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *Statement of Activities* is focused on both the gross and net cost of various activities (including governmental, business-type and component unit), which are provided by the government's general tax and program revenues. This is intended to summarize and simplify the user's analysis of the cost of various governmental services and the local taxing efforts necessary to sustain each of those activities.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes, charges for services, and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, transportation, culture and recreational. The business-type activities include water and sewer, stormwater, and solid waste, where the fee for service typically covers all or most of the cost of operations and depreciation.

The government-wide financial statements can be found on pages 26-27 of this report.

FUND FINANCIAL STATEMENTS

Unlike government-wide financial statements, the focus of fund financial statements is directed to specific activities of the City rather than the City as a whole. Except for the General Fund, separate funds are established to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the funds of the City can be divided into two categories: governmental funds and proprietary funds.

GOVERNMENTAL FUNDS

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. Governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the governmental funds with similar information presented for the governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate the comparison between governmental funds and governmental activities.

The City maintains individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balance for the General Fund, which is considered to be a major fund. The American Rescue Plan Act Fund is used to account for the funds received from the Federal Government and the expenditures of those funds. The Capital Projects Improvement Debt Service Fund was established to account for the proceeds of the 2011 and 2015 debt issuance and is presented as a major fund. The Safe Neighborhood Capital Improvement Fund accounts for various capital projects throughout the City and is also presented as a major fund. The City presents data from all other governmental funds in a single column (non-major funds). Individual fund data for each of these non-major governmental funds are included in the combining statements.

The City adopts an annual appropriated budget for its governmental funds. Budgetary comparison schedules have been provided for major funds within the required supplementary information to demonstrate compliance with the funds' budgets.

The basic governmental fund financial statements can be found on pages 28-31 of this report.

CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

PROPRIETARY FUNDS

Proprietary fund financial statements consist of a statement of net position, a statement of revenues, expenses, and changes in net position and a statement of cash flows. These statements are prepared on an accounting basis that is similar to the basis used to prepare government-wide financial statements. For financial reporting purposes, proprietary funds are grouped into Enterprise Funds.

The City uses Enterprise Funds to account for business-type activities that charge fees to customers for the use of specific goods or services. These funds are used to report the same functions presented as business-type activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The City has three Enterprise Funds: Water and Sewer Fund, Stormwater Fund, and Solid Waste Fund. A statement of cash flows is presented at the fund financial statement level for the proprietary funds.

The basic proprietary fund financial statements can be found on pages 32-34 of this report.

THE OVERALL FINANCIAL POSITION AND RESULTS OF OPERATIONS

When evaluating the financial position and short-term financial performance of the City, two tools are particularly valuable: The Statement of Net Position and the Statement of Activities. It is useful for the user to compare the current year with the prior year. This aids in spotting trends and other areas of concern or interest.

NOTES TO THE BASIC FINANCIAL STATEMENTS

The notes provide additional information that is necessary to acquire a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 35-66 of this report.

OTHER INFORMATION

In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information (RSI)* concerning the City's progress in funding its obligation to provide pension and other post-employment benefits to its employees. This section also includes a comparison between the City's adopted General Fund and final budget and actual financial results. A budgetary comparison schedule has been provided for the General Fund to demonstrate compliance with this budget. The City also adopts an annual appropriated budget for each of its other governmental funds. Major governmental funds are presented as required supplementary information.

Combining statements (supplementary information) referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information.

CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Summary of Net Position. As noted earlier, Net Position may serve over time as a useful indicator of a government's financial position. There are six basic transactions that will affect the comparability of the Statement of Net Position summary presentation as reflected below:

1. **Net results of activities** will impact (increase/decrease) current and non-current assets, deferred outflows of resources, current and non-current liabilities, deferred inflows of resources, and net position.
2. **Borrowing capital** will increase current assets and long-term debt.
3. **Spending borrowed proceeds on new capital** will reduce current assets and increase capital assets. There is a second impact, an increase in invested in capital assets and an increase in related net debt which will not change the net investment in capital assets.
4. **Spending of non-borrowed current assets on new capital** will reduce current assets, unrestricted Net Position, net investment in capital assets, and will increase capital assets.
5. **Principal payment on debt** will reduce current assets, long-term debt, unrestricted Net Position, and will increase net investment in capital assets.
6. **Reduction of capital assets through depreciation** will reduce capital assets and net investment in capital assets.

The following schedule is a summary of the fiscal year 2024 Statement of Net Position with comparative information for fiscal year 2023.

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Current and other assets	\$ 34,348,273	\$ 34,092,829	\$ 11,720,028	\$ 12,087,071	\$ 46,068,301	\$ 46,179,900
Capital assets, net	<u>38,599,700</u>	<u>35,484,013</u>	<u>25,029,677</u>	<u>25,522,033</u>	<u>63,629,377</u>	<u>61,006,046</u>
Total assets	<u>72,947,973</u>	<u>69,576,842</u>	<u>36,749,705</u>	<u>37,609,104</u>	<u>109,697,678</u>	<u>107,185,946</u>
Deferred outflow of resources	6,813,335	3,554,827	434,894	303,867	7,248,229	3,858,694
Current and other liabilities	17,410,800	14,347,469	4,634,017	4,507,352	22,044,817	18,854,821
Long-term liabilities	<u>23,799,237</u>	<u>21,697,033</u>	<u>6,196,028</u>	<u>8,474,556</u>	<u>29,995,265</u>	<u>30,171,589</u>
Total liabilities	<u>41,210,037</u>	<u>36,044,502</u>	<u>10,830,045</u>	<u>12,981,908</u>	<u>52,040,082</u>	<u>49,026,410</u>
Deferred inflow of resources	1,808,940	1,372,572	115,464	93,827	1,924,404	1,466,399
Net position:						
Net investment in capital assets	32,216,420	28,307,898	20,894,738	20,016,497	53,111,158	48,324,395
Restricted	8,413,864	7,145,217	-	-	8,413,864	7,145,217
Unrestricted	<u>(3,887,953)</u>	<u>261,480</u>	<u>5,344,352</u>	<u>4,820,739</u>	<u>1,456,399</u>	<u>5,082,219</u>
Total net position	<u>\$ 36,742,331</u>	<u>\$ 35,714,595</u>	<u>\$ 26,239,090</u>	<u>\$ 24,837,236</u>	<u>\$ 62,981,421</u>	<u>\$ 60,551,831</u>

CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

STATEMENT OF NET POSITION

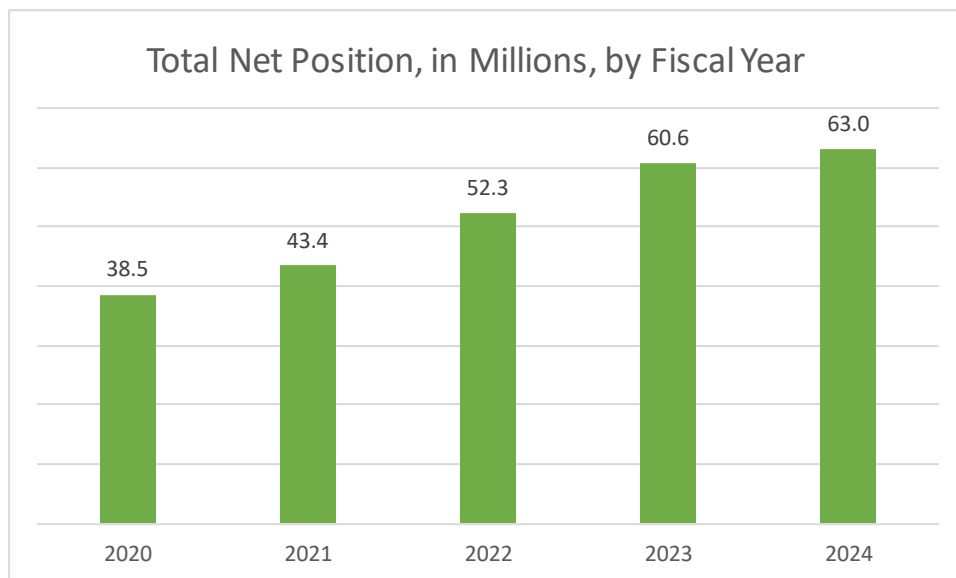
The overall net position of the City of \$63 million increased in fiscal year 2024, from the prior year net position, by \$2.4 million or 4%. The net position was \$60.6 million in FY2023. The changes in net position over time can be one of the best and most useful indicators of financial health. The increase is mostly attributable to an increase in business type activities while expenses increased slightly due to increases in capital grants, property taxes, and other taxes. Governmental activities also had a slight increase due to increases in revenues during FY2024. In business type activities, revenues increased significantly due to improved water meters installed throughout the City.

The governmental activities of the City's current and other assets increased by \$.26 million, while the current and other liabilities increased \$3.3 million. The increase in current and other liabilities was mostly due to the accrual of a legal settlement paid after fiscal year end in the amount of \$3 million.

The business-type activities of the City's current and other assets experienced a decrease of \$.38 million and current liabilities of those activities increased slightly by \$.13 million.

The governmental activities net investment in capital assets, was \$28.3 million in the previous year and \$32.2 million in the current year. Unrestricted net position was \$261k in the prior year and decreased to a deficit of \$3.9 million. The change was mostly due to a decrease in grant funding and increase in expenditures for legal settlements.

The business-type activities net investment in capital assets was \$20 million in the previous year and increased to \$20.9 million in the current year. Meanwhile, the previous year's unrestricted net position was \$4.8 million and is now \$5.3 million due to positive operating results in the enterprise funds.



CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

By far the largest portion of the City's net position is investment in capital assets (e.g., land, buildings and building improvements, and equipment); less any related debt used to acquire those assets that are still outstanding. The City uses these capital assets to provide services to its citizens; however, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The City has an unrestricted net position of \$1,456,399, which is a decrease of \$4,149,433 over the prior year amount of \$5,082,219. Restricted net position increased \$1,268,647 during the current year to \$8,413,864 from the prior restricted net position amount of \$7,145,217. The increase in restricted net position was mostly due to positive results from restricted sources with the largest increase being in the Capital Projects Improvement Debt Service Fund.

City of Opa-locka's Capital Assets
(Net of accumulated depreciation/amortization)

	Governmental Activities		Business-Type Activities		Total	
	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>
Land	\$ 3,556,009	\$ 3,556,009	\$ 38,762	\$ 14,762	\$ 3,594,771	\$ 3,570,771
Construction in progress	6,488,865	5,258,412	4,957,310	4,957,310	11,446,175	10,215,722
Buildings and improvements	15,306,876	14,705,788	2,790,252	3,005,195	18,097,128	17,710,983
Vehicles, furniture and equipment	543,348	311,245	2,460,730	2,535,103	3,004,078	2,846,348
Vehicles and equipment (Right of Use)	1,411,421	1,336,195	63,849	-	1,475,270	1,336,195
Infrastructure	11,293,181	10,316,364	14,718,774	15,009,663	26,011,955	25,326,027
Total	<u>\$ 38,599,700</u>	<u>\$ 35,484,013</u>	<u>\$ 25,029,677</u>	<u>\$ 25,522,033</u>	<u>\$ 63,629,377</u>	<u>\$ 61,006,046</u>

Additional information on the City's capital assets can be found in Note 8 of the note disclosures accompanying this report.

CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

STATEMENT OF ACTIVITIES

The following schedule is a summary of the fiscal year 2024 Statement of Activities with comparative information for fiscal year 2023:

	Governmental			Business-type			Total	
	Activities			Activities				
	<u>2024</u>	<u>2023</u>	<u>Change</u>	<u>2024</u>	<u>2023</u>	<u>Change</u>	<u>2024</u>	<u>2023</u>
Revenues:								
Program revenues:								
Charges for services	\$ 6,036,468	\$ 5,413,593	\$ 622,875	\$ 11,743,730	\$ 14,546,630	\$ (2,802,900)	\$ 17,780,198	\$ 19,960,223
Operating/capital grants and cont.	719,603	401,581	318,022	-	-	-	719,603	401,581
Capital grants and contributions	1,245,703	1,975,632	(729,929)	-	-	-	1,245,703	1,975,632
General revenues:								
Property taxes	16,268,997	13,438,554	2,830,443	-	-	-	16,268,997	13,438,554
Other taxes	3,156,132	3,018,029	138,103	-	-	-	3,156,132	3,018,029
Franchise fees	2,546,417	2,455,023	91,394	-	-	-	2,546,417	2,455,023
Intergovernmental, unrestricted	2,560,744	2,649,659	(88,915)	-	-	-	2,560,744	2,649,659
Interest	780,899	295,468	485,431	-	-	-	780,899	295,468
Other	60,363	161,492	(101,129)	6,315	2,806	3,509	66,678	164,298
Total revenues	<u>33,375,326</u>	<u>29,809,031</u>	<u>3,566,295</u>	<u>11,750,045</u>	<u>14,549,436</u>	<u>(2,799,391)</u>	<u>45,125,371</u>	<u>44,358,467</u>
Expenses and transfers:								
General government	14,226,556	11,868,685	2,357,871	-	-	-	14,226,556	11,868,685
Public safety	10,777,392	7,387,458	3,389,934	-	-	-	10,777,392	7,387,458
Transportation	6,225,726	6,714,239	(488,513)	-	-	-	6,225,726	6,714,239
Culture and recreation	1,501,754	959,818	541,936	-	-	-	1,501,754	959,818
Interest and fiscal charges	341,317	328,107	13,210	-	-	-	341,317	328,107
Water and sewer	-	-	-	9,106,047	9,113,181	(7,134)	9,106,047	9,113,181
Stormwater	-	-	-	528,228	940,485	(412,257)	528,228	940,485
Total expenses	<u>33,072,745</u>	<u>27,258,307</u>	<u>5,814,438</u>	<u>9,634,275</u>	<u>10,053,666</u>	<u>(419,391)</u>	<u>42,707,020</u>	<u>37,311,973</u>
Increase (decrease) in net position before transfers	<u>302,581</u>	<u>2,550,724</u>	<u>(2,248,143)</u>	<u>2,115,770</u>	<u>4,495,770</u>	<u>(2,380,000)</u>	<u>2,418,351</u>	<u>7,046,494</u>
Transfers	<u>713,916</u>	<u>4,906</u>	<u>709,010</u>	<u>(713,916)</u>	<u>(4,906)</u>	<u>(709,010)</u>	<u>-</u>	<u>-</u>
Increase (decrease) in net position	<u>1,016,497</u>	<u>2,555,630</u>	<u>(1,539,133)</u>	<u>1,401,854</u>	<u>4,490,864</u>	<u>(3,089,010)</u>	<u>2,418,351</u>	<u>7,046,494</u>
Net position, beginning	35,714,595	32,115,453	3,599,142	24,837,236	20,185,999	4,651,237	60,551,831	52,301,452
Prior period adjustment	<u>11,239</u>	<u>1,043,512</u>	<u>(1,032,273)</u>	<u>-</u>	<u>160,373</u>	<u>(160,373)</u>	<u>11,239</u>	<u>1,203,885</u>
Net position, beginning - as restated	<u>35,725,834</u>	<u>33,158,965</u>	<u>2,566,869</u>	<u>24,837,236</u>	<u>20,346,372</u>	<u>4,490,864</u>	<u>60,563,070</u>	<u>53,505,337</u>
Net position, ending	<u>\$ 36,742,331</u>	<u>\$ 35,714,595</u>	<u>\$ 1,027,736</u>	<u>\$ 26,239,090</u>	<u>\$ 24,837,236</u>	<u>\$ 1,401,854</u>	<u>\$ 62,981,421</u>	<u>\$ 60,551,831</u>

CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

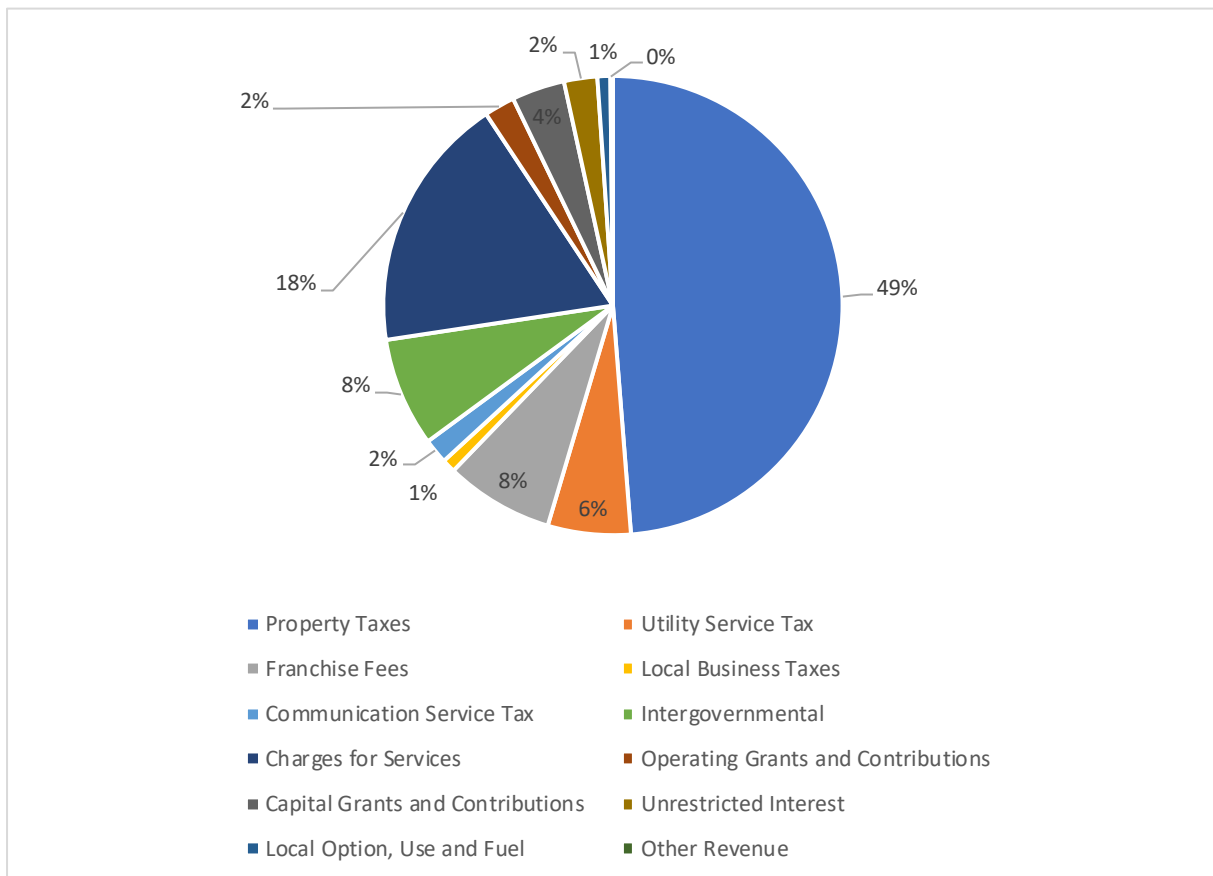
The governmental activities account for the most significant activities within the City, with total revenues of \$33.4 million. Overall governmental activities revenues increased by \$3.6 million over the prior year. This was primarily attributed to an increase in property taxes and charges for services.

Operating and capital grants and contributions increased by \$318k from the prior year which is mostly due to increases in grants not capital project related. Capital grants and contributions decreased \$730k due to less capital projects and related funding during the fiscal year 2024.

Governmental activities expenses increased significantly from the prior year in general government, public safety, and culture and recreation representing a change of \$2.4 million, \$3.4 million, and \$.6 million respectively. The increases are mostly attributed to increases in payroll costs and insurance in addition to the accrual of a legal settlement.

The business-type activities represent water and sewer, solid waste, and stormwater operations which reflect \$11.8 million in total revenues. This is a decrease of \$2.8 million over the prior year. The decrease is due to credits and other variable billing adjustments applied to various accounts.

Sources of Revenue for Fiscal Year 2024



CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

BUSINESS-TYPE ACTIVITIES

The Business-Type Activities are comprised of the Water and Sewer, Solid Waste and Stormwater Fund.

- Total revenues for the Proprietary or Enterprise Funds are \$11.8 million.
- Solid Waste Fund activity is outsourced and managed by Miami-Dade County.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows and balances of *spendable* resources. Such information is useful in assessing the City's funding requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

On September 30, 2024, the City's governmental funds reported combined ending fund balance of \$16.6 million compared to \$19.1 in the prior year. Overall, the funds had a significant increase in expenditures including legal expenditures, payroll, and a slight increase in capital outlay in the Safe Neighborhood Capital Improvement Fund.

All other Fund Balances are restricted or committed for use such as debt service, transportation, capital projects, public safety, American Rescue Plan Act or other non-major governmental activities. Additionally, there are restrictions of cash on hand associated with the Series 2015 A&B Bonds held by City National Bank.

General Fund

The General Fund is the chief operating fund of the City. At the end of the current fiscal year this total fund balance equals \$8.5 million as compared to \$10.9 million in the prior fiscal year.

	2024	Percent	2023	Percent	Increase	Percent of
General Fund Revenues	Amount	of Total	Amount	of Total	(Decrease) of Total	Increase (Decrease) From 2023
Property taxes	\$14,012,312	59%	\$11,731,043	58%	\$ 2,281,269	19%
Utility service taxes	92,878	0%	90,439	0%	2,439	3%
Franchise fees	2,597,764	11%	2,277,281	11%	320,483	14%
Local business taxes	317,687	1%	281,558	1%	36,129	13%
Permits and fees	1,256,899	5%	1,164,152	6%	92,747	8%
Intergovernmental	41,749	0%	53,692	0%	(11,943)	-22%
Grants	390,977	2%	657,375	3%	(266,398)	-41%
Charges for services	1,483,634	6%	1,098,224	5%	385,410	35%
Fines and forfeitures	3,294,208	14%	2,792,591	14%	501,617	18%
Other revenue	32,089	0%	118,103	1%	(86,014)	-73%
Interest	372,505	2%	59,615	0%	312,890	525%
Total Revenues	<u>\$23,892,702</u>	<u>100%</u>	<u>\$20,324,073</u>	<u>100%</u>	<u>\$ 3,568,629</u>	<u>17.56%</u>

Total revenues for the general fund realized an increase of \$3.6 million. The increase is mostly due to increases in property taxes, fines and forfeitures, and charges for services. Charges for services increased mostly due to increases in impact fees and off duty police services.

CITY OF OPA-LOCKA, FLORIDA
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FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Total expenditures for the general fund increased by \$5.8 million. The largest increases were in general government and public safety due to increases in payroll and legal expenditures. Expenditures in the general fund are shown in the following schedule. Debt service expenditures increased \$99k due to additional vehicles and equipment leases during the fiscal year 2024.

	2024	Percent	2023	Percent	Increase	Percent of
	Amount	of Total	Amount	of Total	(Decrease)	Increase
					of Total	From 2023
General Fund Expenditures						
General government	\$13,007,896	44%	\$ 9,338,118	39%	\$ 3,669,778	39%
Public safety	9,505,311	32%	8,106,142	34%	1,399,169	17%
Transportation	3,089,097	11%	2,669,047	11%	420,050	16%
Culture and recreation	1,003,265	3%	903,835	4%	99,430	11%
Capital outlay	2,291,973	8%	2,293,445	10%	(1,472)	0%
Debt Service	416,679	1%	317,640	1%	99,039	31%
Interest and other fiscal charges	104,927	0%	67,924	0%	37,003	54%
Total Revenues	<u>\$29,419,148</u>	<u>100%</u>	<u>\$23,696,151</u>	<u>100%</u>	<u>\$ 5,722,997</u>	<u>24.15%</u>

Proprietary Funds

The City's proprietary fund statements provide the same type of information found in the government-wide financial statements, but in more detail. The unrestricted net position of the water and sewer, stormwater, and solid waste funds at the end of the prior year was \$5.3 million. The total net position for the enterprise funds improved by \$.5 million in fiscal year 2024 when compared to 2023, \$26.2 million over \$24.8 million respectively.

GENERAL FUND BUDGETARY HIGHLIGHTS

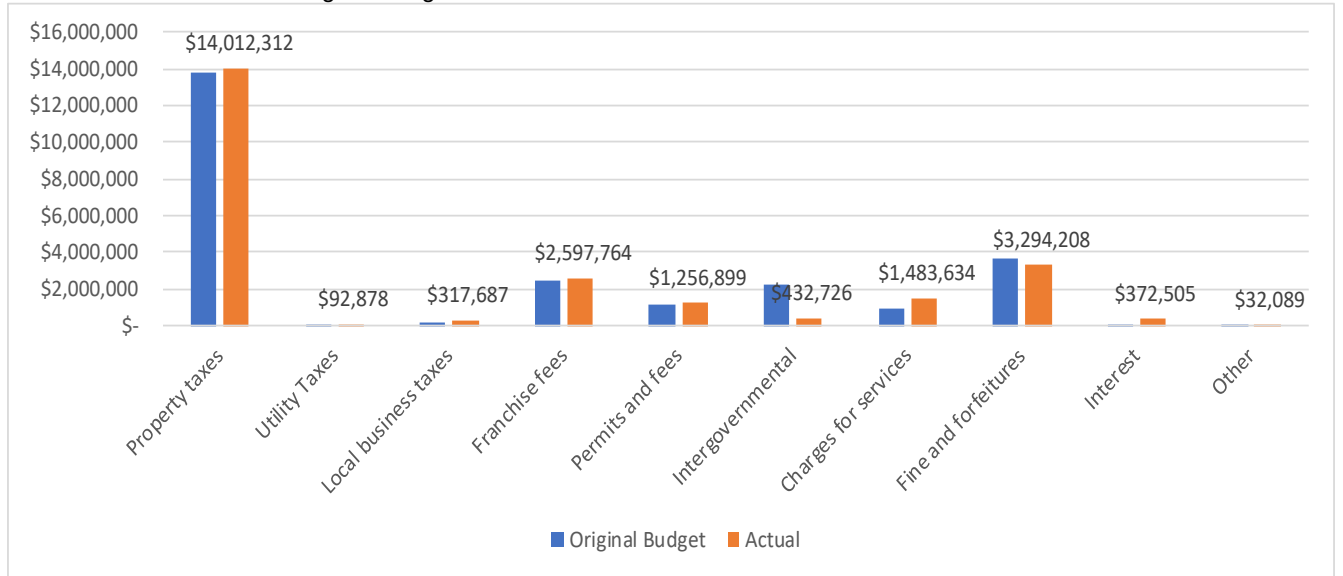
During the year there were adjustments to the appropriations between the original and final amended budget. Overall, the City's actual total revenues were \$1.3 million below the original appropriation. Intergovernmental had the largest variance in the amount of \$1.7 million below budget. The cause of the variance was due to grant funding not received due to delays in water and sewer and stormwater projects including ARPA related projects budgeted.

Relative to budgeted expenditures, overall expenditures had a positive variance in the amount of \$16.6 million. The largest being in capital outlay in the amount of \$10.8 million due to projects budgeted but have not commenced. Additionally, general government had a positive variance of \$4.2 million mostly due to conservative spending in City manager and community development departments.

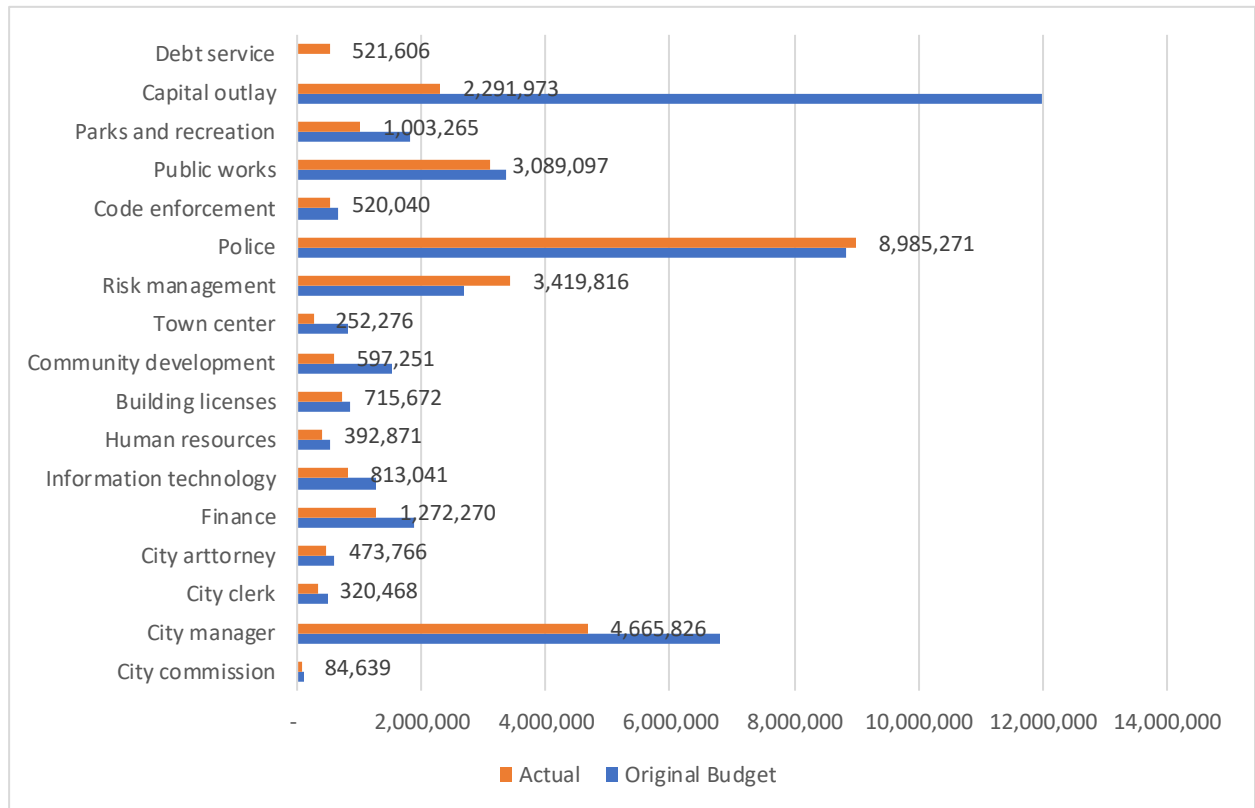
CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Overall, the General Fund budgetary comparison has a positive variance of \$16.6 million for the fiscal year 2024.

Original Budget to Actual for FY2024 – Actual Revenues with label



Original Budget to Actual for FY2024 – Actual Expenditures with label



CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

As part of the City of Opa-locka strategic plan to prioritize and improve the business and economic development, public safety, the City image and the quality of life of the residents of Opa-locka have adopted several legislations to perform capital improvement projects to be completed during the fiscal year 2024.

Major capital asset additions during the fiscal year 2024 included the following:

- Segal Park Trails Replacement
- Historic City Hall Rehabilitation
- Milling and Resurfacing Phase VIII - 2 miles
- Sidewalk Installation Phase V– 1.5 miles of new sidewalk
- Sesame Street Culvert Replacement
- Burlington Street Canal Slope Restoration

Segal Park Trails Replacement Project.

Segal Park is located at 2331 NW 143rd St. in Opa-locka. The Park has fitness amenities, a senior center. As the result of an evaluation of the park trails' conditions and to increase walkability and safety for residents and park visitors the City embark into a project to replace the existing concrete and asphalt 5-foot trails to a concrete 8-foot wide trail with a new pattern that will allow cyclist and pedestrians of all ages to travel around the park safely. This project increases the security and aesthetics of the park.

City of Opa-locka's Capital Assets



CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024



Historic City Hall Rehabilitation Project

Historic City Hall is located at 777 Sharazad Boulevard in Opa-locka. The Historic City Hall. The Opa-locka Company Administration Building, also known as the Opa-locka Historic City Hall, is an iconic example of Moorish Revival architecture that has stood as a symbol of the city's unique heritage since its completion in 1926. Inspired by the tales of One Thousand and One Nights, its Arabian-style minarets and domes made it one of the most distinctive buildings in the region. Originally serving as the city's administrative hub, it later housed various civic and cultural functions, reflecting its importance to the community.

The restoration process included several key improvements:

- **Exterior Façade Repairs:** The minarets and domes were carefully restored to their original splendor, maintaining the building's historic aesthetic.
- **Interior Renovations:** The interior was updated ensuring the space remained a vital part of the city's social fabric.
- **System Upgrades:** Electrical, plumbing, and roofing systems were overhauled to meet current safety and efficiency standards, making the building functional for modern use while preserving its historic charm.



CITY OF OPA-LOCKA, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Milling and Resurfacing Phase VIII

To enhance the City's image and ensure the safety of residents and business owners as well as visitors to the City an ongoing Milling and Resurfacing project started in 2020 has been divided into phases due to financial constraints; in this opportunity, the sections highlighted in the following map were completed:



CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024



Sidewalk Installation Phase V

As part of the City compromise to enhance walkability and pedestrian safety in FY 2024, the City initiated phase V of the sidewalk installation project that will be performed citywide. This is a continuing project to address the transportation smart plan for pedestrian access to mass transit. This project has been divided into different phases so that it can be more affordable. This phase addressed 1.5 miles of new sidewalk in the residential areas.



CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024



CITY OF OPA-LOCKA, FLORIDA
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FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Sesame Street Culvert Replacement

The City of Opa-Locka (City) owns, operates and maintains the municipal rights of way (ROW) within its City limits. Sesame Street is a two-lane street that runs north to south, from Burlington Street to NW 135th Street, this portion of ROW is located within the City's residential areas, north of the Opa-Locka Canal. Between the intersections with Atlantic Avenue and NW 135th Street, Sesame Street crosses the Opa-Locka canal with a culvert that consists of three 72-inch concrete pipes, a concrete collar and a top slab that supports the pavement. Sesame Street is used by Miami-Dade County Transportation and Public Works Department (DTPW) as part of its public transportation routes.

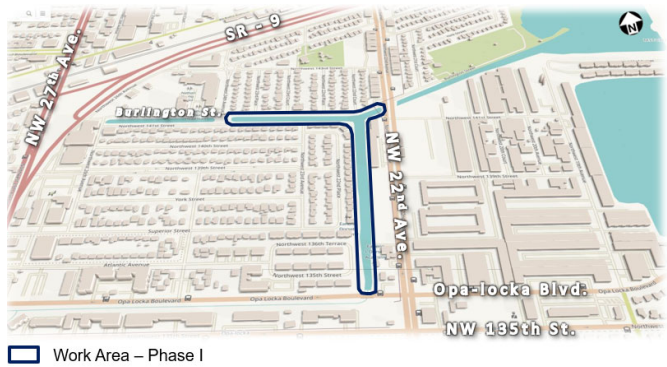
Sesame Street Culvert Replacement



CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Burlington Street Canal Bank Stabilization Project Phase 1

The Burlington Street canal, located in the city of Opa-locka is not in compliance with the required slope per the South Florida Water Management District criteria. The unprotected canal bank was degrading the surface water quality, losing its aesthetic value, and needed to be restored to ensure required slope compliance. This project scope included dredging, bank restoration, and stabilization with slope correction for the Burlington Street canal. The major environmental benefit of this project is erosion control for the Burlington Street Canal.



CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Long-term Liabilities

At the end of the current fiscal year, the City had outstanding liabilities, both current and long-term of \$30 million, exclusive of deferred inflows of resources. Refer to Note 10 for details on long-term liabilities.

	Governmental Activities		Business-Type Activities		Total	
	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>
Revenue bonds	\$ 4,721,893	\$ 5,713,213	\$ -	\$ -	\$ 4,721,893	\$ 5,713,213
Leases	1,478,402	1,347,715	66,070	-	1,544,472	1,347,715
Loans, State Revolving	-	-	2,918,403	3,313,025	2,918,403	3,313,025
Net pension liability	15,935,029	12,767,488	1,017,130	1,091,365	16,952,159	13,858,853
Liability to Miami-Dade	-	31,672	-	760,121	-	791,793
Liability to Miami-Dade (Meters)	-	-	1,073,303	2,148,453	1,073,303	2,148,453
Total OPEB liability	239,142	212,595	15,264	18,172	254,406	230,767
Compensated absences	1,429,939	1,371,475	106,189	143,420	1,536,128	1,514,895
Legal	-	252,875	1,000,000	1,000,000	1,000,000	1,252,875
Total	<u>\$ 23,804,405</u>	<u>\$ 21,697,033</u>	<u>\$ 6,196,359</u>	<u>\$ 8,474,556</u>	<u>\$ 30,000,764</u>	<u>\$ 30,171,589</u>

ECONOMIC FACTORS

Goals for 2025-2026

Downtown/Town Center Master Plan - A Master Plan was developed and completed Fall 2021 to demonstrate the future development opportunities for the Downtown/TownCenter for Opa-locka. Stantec is the Consultant for this project. This is a \$95,000 investment from the OCRA is a guide to implement the development of the master plan. As a result, The PCD staff drafted a new zoning designation for the Historic Downtown Opa-locka District. Four to five sites are slated for mixed use multifamily development. And plans have been drafted. Most project are to be considered under SB-102 LLA to move the project past the municipal review process to permitting process. The FAA regulates the height of development near the airport which limits the height and impacts the density. In early 2025, the height of the new zoning district was increased from 7 stories to 10 stories to accommodate greater density and development of garage parking systems.

Proposed Redevelopment Projects in Downtown Opa-locka

- **Ten North Group**, formerly OLCDC, has also drafted plans for the development of four-to-five mixed use projects in the Historic Downtown Opa-locka District. They have applied for FCHC funding to support these affordable housing projects.

Proposed Redevelopment Projects in Barracks Area west of Downtown Opa-locka

- **Right Angle, LLC** has been meeting with developers to propose a redevelopment of the 11 acres they own of the western portion of the Barracks Area. The Barracks was used as military housing when Opa-locka Airport served as a naval air station during WWII. While this site can accommodate up to 825 units of residential development, the maximum density of the entire Barrack area is approximately 2000 units.
- **Opa-Property Management** has been approached to investigate redeveloping on the 10+ acre they presently have 100-0unit of barrack style housing. They have express that they wish to stay "as is" for now. Offers are being made to "buy them out."
- **Ten North Group, formerly OLCDC**, has acquired a 1 ac parcel located at 201 Sharazad Boulevard which was used as the officer's hall of the Barracks. The previous owners [Mikon Financial Services] considered redevelopment for a 5-7 story 70-unit multifamily mixed used project.

CITY OF OPA-LOCKA, FLORIDA
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FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Innovation and Technology Overlay District – This is overlay to the Opa-locka North Commerce District to promote technological and innovation businesses to relocate and/or expand into this industrial district and add e-commerce business opportunities in the City of Opa-locka.

- **Wellspring Elderly Apartments Redevelopment** – 14751 NW 27th Avenue. The former Jackson Birthing Center is being redeveloped into a comprehensive medical facility with a 94-unit, 5-story elderly assisted living apartment and community service facility. The existing 48,000 sf building will be rehab while the new apartment and community service facility is to be developed. The site is owned by Miami-Dade County with WellSpring Group as the operator of the medical facility and the Integral Group as the residential developer. Site plans and DA were presented to the PZAB and CC on June 23rd, 2021, and approved. Estimated time of completion – Fall 2024/Spring 2025.
- **Wellspring Medical Facility and Multifamily Apartments Redevelopment** – 14701 NW 27th Avenue. Phase two of the former Jackson Birthing Center is being redeveloped into a 4-story comprehensive medical facility with a 90-unit, 5-story multifamily apartment with a shared parking garage and community service facility facing NW 27th Avenue. The existing 48,000 sf building will be demolished, and the new apartment building, parking garage and community service facility is to be developed. The site is owned by Miami-Dade County. The developers and operator of the medical facility and residential building has yet to be determined. PCD Staff is waiting for Site plans and DA to be submitted for presentation to the DRC, PZAB and CC. Estimated time of completion – TBD.

Infill Housing in the Magnolia North area - Infill Housing is proposed built on Miami-Dade County properties in Magnolia North.

- A 6-unit, two story live-work townhouse project is planned to be built by **Palmetto Homes** at the corner of Duval, Ali Baba Avenue over the next 2 years. Plans are in the drafting phase.
- 2145-2171 Lincoln – **Miami-Dade County** has regained ownership of this project and will be demolishing the partially built shell. A new development team is being assigned, and a new project is planned for this site. The plans and Development team have yet to be determined.
- **Ali Baba Apartments - Sean Atkins** Development Team will be constructing a 5-6-story multifamily mixed-use development with a tandem parking system. On Hold.
- **Ecotech** will be constructing **Amstrong Apartments**, an 8-story multifamily mixed-use development with an automated parking system. On Hold.
- **Infill Housing has been proposed on Miami-Dade County** properties in Magnolia North. Four Twin Homes were planned to be built by **Cazo Construction Group** on the corner of Duval and Lincoln over the next 2 years. Site has been reverted back to Miami-Dade County for other development teams to be considered.
- **Infill Housing was proposed built on Miami-Dade County** properties in Magnolia North. Two 21-unit Senior Apartment towers are planned to be built **Cazo Construction Group** west of Duval, between Washington and Lincoln over the next 2 years. Site has been reverted back to Miami-Dade County for other development teams to be considered.

Infill Housing in the Magnolia Gardens/Segal Park area - Infill Housing is proposed built on City of Opa-locka properties in Magnolia Gardens/Segal Park.

- A 30-40-unit, two story townhouse project is proposed to be built on a 2-3 ac site on south side of Wilmington Street between 18th and 20 Avenue block over the next 3 years. Developer to be identified.
- The existing 118-unit Apartments would be a great redevelopment opportunity for a new 5-6-story multifamily mixed-use development with onsite parking system. 3P-JVP to be considered and Developer to be identified.
- The City of Opa-locka vacant properties on NW 143rd Street west of NW 22 Avenue is proposed to build a 5 story, 90–120-unit Senior Assisted Living Apartments along with an 6-8-story multifamily mixed-use development with an automated parking system. 3P-JVP to be considered and Developer to be identified.

Challenges for 2025-2026

There is still a great interest in development in Opa-locka and building is still on the rise. The City needs development to stabilize the tax base, but the infrastructure issues make development opportunities in Opa-locka an economic challenge for investors and the development community. The Affordable Housing Initiative needs to reflect the quality of life for today's family. This will be key to the growth and redevelopment of the City of Opa-locka.

CITY OF OPA-LOCKA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

From the water we drink to the way we travel to work, to school and just running errands, infrastructure touches every aspect of human life. It has the power to change the natural environment for good or for ill. As the population of the City of Opa-locka increase, residents would demand more services and the need for infrastructure becomes more pressing. Meanwhile, increasingly severe weather events like the seasonal hurricane season here in south Florida and the rising sea level pose direct threat to infrastructure and the critical services they provide, and with lack of precise knowledge about the future of climate change, making long term planning increasingly difficult.

- Stantec is finalizing the re-evaluation of the Impact Fee Study and Fee schedule with the administrative process for deferral or waiver requirements for new development and/or addition/expensing projects being considered in the City of Opa-locka.
- Effort and funding are being budgeted/provided to support the preservation of existing designated historic properties, potential/proposed historic properties along with minimal rehab/repairs assistance for homestead property owners.
- The Miami-Dade County Rapid Transit Zone [RTZ] was created in 2021 to promote development opportunities along the rapid transit line of the County. In 2023, the zone was expanded to include the smart line for transit modes including TriRail and Brightline along the railroad ROW. This ordinance assumes total jurisdiction over all aspects of development and building permits to be addressed by Miami-Dade County. One project has been identified in Opa-locka to be reviewed by Miami-Dade County. There are concerns for the County seeks to assume total jurisdiction of the permitting and review process for this project to be approved for development. There is pending legal action being pursued by other local municipalities.. Opa-locka will monitor this and determine if our CAO should pursue our own legal action on behalf of the City.
- While there are no anticipated changes in the utility rates and City millage rates continues to be reduced, the cost of living continues to increase with property taxes still on a slight incline annually. For the fiscal year 2025, the millage rate was 9.163 mills

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City of Opa-locka's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Ms. Sha'mecca Lawson, Interim City Manager, 780 Fisherman Street Fourth Floor, City of Opa-locka Florida, 33054. A copy of this report will also be available through the City's website.

BASIC FINANCIAL STATEMENTS

CITY OF OPA-LOCKA, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	Governmental Activities	Business- type Activities	Total
ASSETS			
Current assets:			
Cash	\$ 13,073,280	\$ 9,287,820	\$ 22,361,100
Accounts receivable, net	1,745,586	1,263,204	3,008,790
Internal balances	7,000,334	(7,000,334)	-
Due from other governments	67,442	-	67,442
Restricted cash	12,461,631	8,169,338	20,630,969
Total current assets	<u>34,348,273</u>	<u>11,720,028</u>	<u>46,068,301</u>
Non-Current assets:			
Capital assets, non-depreciable	10,044,874	4,996,072	15,040,946
Capital assets, net of accumulated depreciation/ amortization	<u>28,554,826</u>	<u>20,033,605</u>	<u>48,588,431</u>
Total non-current assets	<u>38,599,700</u>	<u>25,029,677</u>	<u>63,629,377</u>
Total assets	<u>72,947,973</u>	<u>36,749,705</u>	<u>109,697,678</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows related to pension (See Note 11)	6,783,857	433,012	7,216,869
Deferred outflows related to OPEB (See Note 14)	<u>29,478</u>	<u>1,882</u>	<u>31,360</u>
Total deferred outflows of resources	<u>6,813,335</u>	<u>434,894</u>	<u>7,248,229</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	<u>79,761,308</u>	<u>37,184,599</u>	<u>116,945,907</u>
LIABILITIES			
Current Liabilities:			
Accounts payable and accrued liabilities	7,041,096	1,096,992	8,138,088
Due to other governments	2,823,693	(2,232)	2,821,461
Customer deposits	49,837	3,539,257	3,589,094
Unearned revenue	<u>7,496,174</u>	<u>-</u>	<u>7,496,174</u>
Total current liabilities	<u>17,410,800</u>	<u>4,634,017</u>	<u>22,044,817</u>
Non-Current liabilities:			
Due within one year:			
Compensated absences	504,351	37,781	542,132
Leases payable	-	16,332	16,332
Debt related to capital acquisitions	4,596,123	1,804,747	6,400,870
Due in more than one year:			
Compensated absences	925,588	68,408	993,996
Contingencies - legal	-	1,000,000	1,000,000
Total OPEB liability (See Note 14)	233,974	14,934	248,908
Leases payable	-	49,738	49,738
Debt related to capital acquisitions	1,604,172	2,186,958	3,791,130
Net pension liability (See Note 11)	<u>15,935,029</u>	<u>1,017,130</u>	<u>16,952,159</u>
Total non-current liabilities	<u>23,799,237</u>	<u>6,196,028</u>	<u>29,995,265</u>
Total liabilities	<u>41,210,037</u>	<u>10,830,045</u>	<u>52,040,082</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pension (See Note 11)	1,654,361	105,598	1,759,959
Deferred inflows related to OPEB (See Note 14)	<u>154,579</u>	<u>9,866</u>	<u>164,445</u>
Total deferred inflows of resources	<u>1,808,940</u>	<u>115,464</u>	<u>1,924,404</u>
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	<u>43,018,977</u>	<u>10,945,509</u>	<u>53,964,486</u>
NET POSITION			
Net investment in capital assets	32,216,420	20,960,808	53,177,228
Restricted for:			
CRA	4,525,591	-	4,525,591
Public safety	262,271	-	262,271
Debt service	3,626,002	-	3,626,002
Unrestricted	<u>(3,887,953)</u>	<u>5,278,282</u>	<u>1,390,329</u>
Total net position	<u>\$ 36,742,331</u>	<u>\$ 26,239,090</u>	<u>\$ 62,981,421</u>

CITY OF OPA-LOCKA, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position - Primary Government		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business- type Activities	Total
Governmental activities:							
General government	\$ 14,226,556	\$ 1,769,261	\$ 620,063	\$ 819,783	\$ (11,017,449)	\$ -	\$ (11,017,449)
Public safety	10,777,392	4,214,263	98,308	375,000	(6,089,821)	-	(6,089,821)
Transportation	6,225,726	-	-	50,920	(6,174,806)	-	(6,174,806)
Culture and recreation	1,501,754	52,944	1,232	-	(1,447,578)	-	(1,447,578)
Interest on long-term debt	341,317	-	-	-	(341,317)	-	(341,317)
Total governmental activities	<u>33,072,745</u>	<u>6,036,468</u>	<u>719,603</u>	<u>1,245,703</u>	<u>(25,070,971)</u>	<u>-</u>	<u>(25,070,971)</u>
Business-type activities:							
Water and sewer	9,106,047	9,682,475	-	-	-	576,428	576,428
Stormwater	528,228	2,061,255	-	-	-	1,533,027	1,533,027
Total business-type activities	<u>9,634,275</u>	<u>11,743,730</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,109,455</u>	<u>2,109,455</u>
Total	<u>\$ 42,707,020</u>	<u>\$ 17,780,198</u>	<u>\$ 719,603</u>	<u>\$ 1,245,703</u>	<u>(25,070,971)</u>	<u>2,109,455</u>	<u>(22,961,516)</u>

General revenues:

Property taxes	16,268,997	-	16,268,997
Franchise fees	2,546,417	-	2,546,417
Utility taxes	1,951,191	-	1,951,191
Communication services tax	585,545	-	585,545
Local option, use and fuel taxes	301,709	-	301,709
Local business tax	317,687	-	317,687
Intergovernmental, unrestricted	2,560,744	-	2,560,744
Unrestricted interest earnings	780,899	-	780,899
Other	60,363	6,315	66,678
Transfers	713,916	(713,916)	-
Total general revenues and transfers	<u>26,087,468</u>	<u>(707,601)</u>	<u>25,379,867</u>
Change in net position	1,016,497	1,401,854	2,418,351
Net position beginning, as previously reported	<u>35,714,595</u>	<u>24,837,236</u>	<u>60,551,831</u>
Prior period adjustment (Note 18)	<u>11,239</u>	<u>-</u>	<u>11,239</u>
Net position beginning, as restated	<u>35,725,834</u>	<u>24,837,236</u>	<u>60,563,070</u>
Net position, ending	<u>\$ 36,742,331</u>	<u>\$ 26,239,090</u>	<u>\$ 62,981,421</u>

See notes to basic financial statements

CITY OF OPA-LOCKA, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	General Fund	American Rescue Plan Act Fund	Capital Projects Improvement Debt Service	Safe Neighborhood Capital Improvement Fund	Other Nonmajor Governmental Funds	Total Governmental Funds
<u>ASSETS</u>						
Cash	\$ 7,439,608	\$ -	\$ -	\$ 120,197	\$ 5,513,475	\$ 13,073,280
Accounts receivable, net	1,021,363	-	-	193,769	67,442	1,282,574
Due from other governments	-	-	530,454	-	-	530,454
Due from other funds	3,562,540	-	106,603	125,245	16,662	3,811,050
Restricted cash	778,187	7,795,194	3,888,250	-	-	12,461,631
Advances to other funds	30,514,672	-	1,896,375	3,662,741	2,291,338	38,365,126
TOTAL ASSETS	<u>\$ 43,316,370</u>	<u>\$ 7,795,194</u>	<u>\$ 6,421,682</u>	<u>\$ 4,101,952</u>	<u>\$ 7,888,917</u>	<u>\$ 69,524,115</u>
<u>LIABILITIES</u>						
Accounts payable and accrued liabilities	\$ 5,228,578	\$ 17,750	\$ -	\$ 1,571,664	\$ 202,289	\$ 7,020,281
Due to other funds	2,287,710	175,846	32,030	-	349,803	2,845,389
Due to other governments	2,823,693	-	-	-	-	2,823,693
Customer deposits	49,837	-	-	-	-	49,837
Unearned revenue	-	7,496,174	-	-	-	7,496,174
Advances from other funds	24,161,047	-	867,275	2,427,406	4,874,725	32,330,453
TOTAL LIABILITIES	<u>34,550,865</u>	<u>7,689,770</u>	<u>899,305</u>	<u>3,999,070</u>	<u>5,426,817</u>	<u>52,565,827</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>						
Unavailable revenue	126,395	-	-	119,356	67,442	313,193
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>126,395</u>	<u>-</u>	<u>-</u>	<u>119,356</u>	<u>67,442</u>	<u>313,193</u>
<u>FUND BALANCES</u>						
Nonspendable:						
Advances to other funds	30,514,672	-	1,896,375	3,662,741	2,291,338	38,365,126
Restricted:						
CRA	-	-	-	-	4,525,591	4,525,591
Public safety	-	105,424	-	-	156,847	262,271
Debt service	-	-	3,626,002	-	-	3,626,002
Unassigned (deficit)	<u>(21,875,562)</u>	<u>-</u>	<u>-</u>	<u>(3,679,215)</u>	<u>(4,579,118)</u>	<u>(30,133,895)</u>
Total fund balances	<u>8,639,110</u>	<u>105,424</u>	<u>5,522,377</u>	<u>(16,474)</u>	<u>2,394,658</u>	<u>16,645,095</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	<u>\$ 43,316,370</u>	<u>\$ 7,795,194</u>	<u>\$ 6,421,682</u>	<u>\$ 4,101,952</u>	<u>\$ 7,888,917</u>	<u>\$ 69,524,115</u>

CITY OF OPA-LOCKA, FLORIDA
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Total governmental fund balances (page 28)	\$	16,645,095
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Amounts reported for governmental activities in the Government-wide Statement of Net Position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.		38,599,700
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Long-term liabilities are not due and payable in the current period and therefore are not reported in the governmental funds.

Long-term debt	(6,200,295)	
Net pension liability	(15,935,029)	
Compensated absences	(1,429,939)	
Total OPEB liability	(233,974)	
Accrued interest payable	<u>(20,815)</u>	
Net adjustment		(23,820,052)

Net deferred outflows(inflows) for pensions and OPEB which are not recognized under the modified accrual basis of accounting.		<u>5,004,395</u>
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Some receivables are not available to pay for current-period expenditures and, therefore are reported as unavailable revenue in the funds. They are, however, recognized in the governmental activities.		<u>313,193</u>
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Net position of governmental activities (page 27)	\$	<u>36,742,331</u>
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CITY OF OPA-LOCKA, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	General Fund	American Rescue Plan Act Fund	Capital Projects Improvement Debt Service	Safe Neighborhood Capital Improvement Fund	Other Governmental Funds	Total Governmental Funds
Revenues:						
Property taxes	\$ 14,012,312	\$ -	\$ -	\$ -	\$ 2,256,685	\$ 16,268,997
Franchise fees	2,597,764	-	-	-	-	2,597,764
Utility taxes	92,878	-	1,858,313	-	-	1,951,191
Communication service taxes	-	-	585,545	-	-	585,545
Local option, use and fuel taxes	-	-	1,716,066	301,709	-	2,017,775
Local business taxes	317,687	-	-	-	-	317,687
Permits and fees	1,256,899	-	-	-	-	1,256,899
Intergovernmental revenue	41,749	411,135	844,678	923,017	189,599	2,410,178
Grants	390,977	-	-	-	-	390,977
Charges for services	1,483,634	-	-	-	-	1,483,634
Fines and forfeitures	3,294,208	-	-	-	-	3,294,208
Interest	372,505	23,044	145,687	-	239,663	780,899
Other	32,089	-	-	-	-	32,089
Total revenues	23,892,702	434,179	5,150,289	1,224,726	2,685,947	33,387,843
Expenditures:						
Current operating:						
General government	13,007,896	363,592	-	491,313	1,019,638	14,882,439
Public safety	9,505,311	-	-	-	238,030	9,743,341
Transportation	3,089,097	-	-	141,877	217,462	3,448,436
Culture and recreation	1,003,265	-	-	-	-	1,003,265
Capital outlay	2,291,973	-	-	2,889,577	1,140,799	6,322,349
Debt service:						
Principal	416,679	-	1,022,992	-	-	1,439,671
Interest and other fiscal charges	104,927	-	215,575	-	-	320,502
Total expenditures	29,419,148	363,592	1,238,567	3,522,767	2,615,929	37,160,003
Excess (deficiency) of revenues over expenditures	(5,526,446)	70,587	3,911,722	(2,298,041)	70,018	(3,772,160)
Other financing sources (uses)						
Issuance of debt - leases	547,366	-	-	-	-	547,366
Insurance reimbursements	23,238	-	-	-	-	23,238
Transfers in	3,530,922	-	-	862,101	-	4,393,023
Transfers out	(864,265)	(49,900)	(2,764,942)	-	-	(3,679,107)
Total other financing sources (uses)	3,237,261	(49,900)	(2,764,942)	862,101	-	1,284,520
Net change in fund balances	(2,289,185)	20,687	1,146,780	(1,435,940)	70,018	(2,487,640)
Fund balances, beginning - as previously reported	10,928,295	84,737	4,375,597	1,419,466	2,313,401	19,121,496
Prior period adjustment (see Note 18)	-	-	-	-	11,239	11,239
Fund balances, beginning - as restated	10,928,295	84,737	4,375,597	1,419,466	2,324,640	19,132,735
Fund balances, ending	\$ 8,639,110	\$ 105,424	\$ 5,522,377	\$ (16,474)	\$ 2,394,658	\$ 16,645,095

See notes to basic financial statements

CITY OF OPA-LOCKA, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Net change in fund balances - total governmental funds (page 30) **\$ (2,487,640)**

Amounts reported for governmental activities in the Government-wide Statement of Activities are different because:

Governmental funds report capital outlays as expenditures while the Statement of Activities reports depreciation expense on capital assets. This is the amount by which capital outlays exceeded depreciation in the current period. The details of the difference are as follows:

Capital outlay	5,066,916	
Depreciation expense	<u>(1,951,229)</u>	
Net adjustment		3,115,687

The issuance of long-term debt provides current financial resources to governmental funds. Repayment of the principal consumes current financial resources of governmental funds. Neither transaction, however, has any effect on net position. The details of the difference (excluding the internal service fund) are as follows:

Issuance of debt - leases	(547,366)	
Principal payments	<u>1,439,671</u>	
Net adjustment		892,305

Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Changes in:

Compensated absences	(58,464)	
Change in accrued legal settlement	252,875	
Deferred inflows and outflows relating to pensions, and the net pension liability	(638,409)	
Deferred inflows and outflows relating to OPEB, and the OPEB liability	(3,287)	
Accrued interest payable	<u>(20,815)</u>	
Net adjustment		(468,100)

Revenue collected outside of the period of availability is not available to pay for current period expenditures. However, it is available to pay long term obligations of the City.

(35,755)

Change in net position of governmental activities (page 27) **\$ 1,016,497**

CITY OF OPA-LOCKA, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2024

	Business-type Activities			
	Enterprise Funds			
	Major Funds			
	Water and Sewer Fund	Stormwater Fund	Non-Major Solid Waste	Total
ASSETS				
Current assets:				
Cash	\$ 7,383,186	\$ 1,840,690	\$ 63,944	\$ 9,287,820
Accounts receivable, net	1,202,400	60,804	-	1,263,204
Due from other funds	195,060	84,492	-	279,552
Restricted cash	3,616,620	4,552,718	-	8,169,338
Total current assets	12,397,266	6,538,704	63,944	18,999,914
Non-current assets				
Advances to other funds	7,706,683	2,882,097	1,690,114	12,278,894
Capital assets, non-depreciable	4,674,370	321,702	-	4,996,072
Capital assets, net of accumulated depreciation/ amortization	19,713,722	300,945	18,938	20,033,605
Total non-current assets	32,094,775	3,504,744	1,709,052	37,308,571
Total assets	44,492,041	10,043,448	1,772,996	56,308,485
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows related to pension	360,843	72,169	-	433,012
Deferred outflows related to OPEB	1,568	314	-	1,882
Total deferred outflows of resources	362,411	72,483	-	434,894
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	44,854,452	10,115,931	1,772,996	56,743,379
LIABILITIES				
Current liabilities:				
Accounts payable and accrued liabilities	860,640	236,352	-	1,096,992
Due to other funds	1,008,459	236,754	-	1,245,213
Due to other governments	(2,232)	-	-	(2,232)
Customer deposits	3,475,313	-	63,944	3,539,257
Total current liabilities	5,342,180	473,106	63,944	5,879,230
Non-current liabilities:				
Due within one year:				
Compensated absences	26,405	11,376	-	37,781
Leases payable	16,332	-	-	16,332
Debt related to capital acquisitions	1,804,747	-	-	1,804,747
Due in more than one year:				
Advances from other funds	12,731,187	3,869,168	1,713,212	18,313,567
Compensated absences	47,809	20,599	-	68,408
Contingencies	1,000,000	-	-	1,000,000
Total OPEB liability	12,445	2,489	-	14,934
Leases payable	49,738	-	-	49,738
Debt related to capital acquisitions	2,186,958	-	-	2,186,958
Net pension liability (See Note 10)	847,608	169,522	-	1,017,130
Total non-current liabilities	18,723,229	4,073,154	1,713,212	24,509,595
Total liabilities	24,065,409	4,546,260	1,777,156	30,388,825
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to pension	87,998	17,600	-	105,598
Deferred inflows related to OPEB	8,222	1,644	-	9,866
Total deferred inflows of resources	96,220	19,244	-	115,464
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	24,161,629	4,565,504	1,777,156	30,504,289
NET POSITION				
Net investment in capital assets	20,396,387	545,483	18,938	20,960,808
Unrestricted	296,436	5,004,944	(23,098)	5,278,282
Total net position	\$ 20,692,823	\$ 5,550,427	\$ (4,160)	\$ 26,239,090

CITY OF OPA-LOCKA, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Business-type Activities			
	Enterprise Funds			
	Major Funds			
	Water and Sewer Fund	Stormwater Fund	Non-Major Solid Waste	Total
Operating revenues:				
Charges for services	\$ 9,682,475	\$ 2,061,255	\$ -	\$ 11,743,730
Other	6,315	-	-	6,315
Total operating revenues	9,688,790	2,061,255	-	11,750,045
Operating expenses:				
Operating, administrative and maintenance	8,569,305	702,417	-	9,271,722
Depreciation/amortization	928,200	5,502	-	933,702
Total operating expenses	9,497,505	707,919	-	10,205,424
Operating income	191,285	1,353,336	-	1,544,621
Non-operating revenue (expense):				
Gain on debt restructuring	435,160	-	-	435,160
Interest income	109,135	180,132	-	289,267
Debt service interest	(152,837)	(441)	-	(153,278)
Total non-operating revenue (expense)	391,458	179,691	-	571,149
Income before transfers	582,743	1,533,027	-	2,115,770
Transfers out	(188,410)	(525,506)	-	(713,916)
Change in net position	394,333	1,007,521	-	1,401,854
Net position, beginning	20,298,490	4,542,906	(4,160)	24,837,236
Net position, ending	\$ 20,692,823	\$ 5,550,427	\$ (4,160)	\$ 26,239,090

See notes to basic financial statements

CITY OF OPA-LOCKA, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Business-type Activities			
	Enterprise Funds			
	Major Funds			Total Enterprise Funds
	Water and Sewer Fund	Stormwater Fund	Non-Major Solid Waste	
Cash flows from operating activities:				
Cash received (paid) from (to) customers and users	\$ 10,429,086	\$ 2,489,995	\$ (60)	\$ 12,919,021
Cash paid to vendors and suppliers	(3,763,866)	(656,424)	-	(4,420,290)
Cash paid to employees	(4,801,939)	(199,594)	-	(5,001,533)
Net cash provided by (used in) operating activities	<u>1,863,281</u>	<u>1,633,977</u>	<u>(60)</u>	<u>3,497,198</u>
Cash flows from capital and related financing activities:				
Acquisition and construction of capital assets	(285,286)	(156,060)	-	(441,346)
Gain on debt restructuring	435,160	-	-	435,160
Issuance of debt	63,832	-	-	63,832
Issuance of debt - leases	79,308	-	-	79,308
Principal paid on long-term debt	(2,227,786)	(79,178)	-	(2,306,964)
Interest paid on long-term debt	(152,837)	(441)	-	(153,278)
Net cash used in capital and related financing activities	<u>(2,087,609)</u>	<u>(235,679)</u>	<u>-</u>	<u>(2,323,288)</u>
Cash flows from noncapital financing activities:				
Due to (from) other funds	355,714	(584,403)	-	(228,689)
Advances to (from) other funds	457,686	736,665	-	1,194,351
Transfers to other funds	(188,410)	(525,506)	-	(713,916)
Net cash provided by (used in) capital and related financing activities	<u>624,990</u>	<u>(373,244)</u>	<u>-</u>	<u>251,746</u>
Cash flows from investing activities:				
Investment income	<u>109,135</u>	<u>180,132</u>	<u>-</u>	<u>289,267</u>
Net cash provided by investing activities	<u>109,135</u>	<u>180,132</u>	<u>-</u>	<u>289,267</u>
Net increase (decrease) in cash	509,797	1,205,186	(60)	1,714,923
Cash, beginning	<u>10,490,009</u>	<u>5,188,222</u>	<u>64,004</u>	<u>15,742,235</u>
Cash, ending	<u>\$ 10,999,806</u>	<u>\$ 6,393,408</u>	<u>\$ 63,944</u>	<u>\$ 17,457,158</u>
Cash per statement of net position:				
Unrestricted	\$ 7,383,186	\$ 1,840,690	\$ 63,944	\$ 9,287,820
Restricted	<u>3,616,620</u>	<u>4,552,718</u>	<u>-</u>	<u>8,169,338</u>
Total	<u>\$ 10,999,806</u>	<u>\$ 6,393,408</u>	<u>\$ 63,944</u>	<u>\$ 17,457,158</u>
Reconciliation of operating income to net cash provided by (used in) operating activities:				
Operating income	\$ 191,285	\$ 1,353,336	\$ -	\$ 1,544,621
Adjustments to reconcile operating income to net cash provided by (used in) operating activities:				
Depreciation/amortization expense	928,200	5,502	-	933,702
(Increase) decrease in assets and deferred outflows:				
Accounts receivable	687,564	428,740	-	1,116,304
Deferred outflows of resources	(116,774)	(14,253)	-	(131,027)
Increase (decrease) in liabilities and deferred inflows:				
Accounts payable and accrued liabilities	201,350	(125,125)	-	76,225
Due to other governments	(2,232)	-	-	(2,232)
Compensated absences	(62,354)	25,123	-	(37,231)
Customer deposits	52,732	-	(60)	52,672
Deferred inflows of resources	20,373	1,264	-	21,637
OPEB and pension	(36,863)	(40,610)	-	(77,473)
Total adjustments	<u>1,671,996</u>	<u>280,641</u>	<u>(60)</u>	<u>1,952,577</u>
Net cash provided by (used in) operating activities	<u>\$ 1,863,281</u>	<u>\$ 1,633,977</u>	<u>\$ (60)</u>	<u>\$ 3,497,198</u>

See notes to basic financial statements

NOTES TO BASIC FINANCIAL STATEMENTS

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Opa-Locka, Florida (the “City”) in Miami-Dade County, Florida (the “County”) was incorporated in 1926 by the Laws of Florida Chapter 13187. The City comprises approximately 4.5 square miles of land, operates under a Commission/City Manager form of government, and provides municipal services to its residents, including general government, public safety, transportation, and parks and recreation. The City also operates water, sewer, solid waste, and stormwater enterprises.

The accounting policies of the City conform to accounting principles generally accepted in the United States of America (“GAAP”) as applied to governmental units. This report, the accounting systems, and classification of accounts conform to standards of the Governmental Accounting Standards Board (“GASB”), which is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant accounting policies of the City are described below.

A. Reporting Entity

The financial reporting entity covered by this report includes the City and its component unit. The accompanying financial statements include those of the City (the primary government) and those of its component unit. Component units are legally separate organizations for which the primary government is financially accountable or organizations which should be included in the City’s financial statements because of the nature and significance of their relationship with the primary government. The component unit listed below has been included in the City’s reporting entity as a blended component unit.

Blended component units, although legally separate entities, are in substance part of the City’s operations. Accordingly, data from these component units are included with data of the primary government. The financial balances and activities of the blended component unit are as of and for the fiscal year ended September 30, 2024.

Blended Component Units

Blended component units are separate legal entities that meet the component unit criteria described and whose government body is the same, or substantially the same and 1) there is a financial benefit or burden relationship between the primary government and the component unit or 2) management below the level of the governing board of the primary government has operational responsibility for a component unit.

The Opa-Locka Community Redevelopment Agency (CRA) is a dependent special district established by the City Commission in 2011 and approved by Miami-Dade County in 2013 under the authority granted by Florida Statute 163, section III. The CRA is a legal entity governed by a seven-member board appointed by the City Commission, the Miami-Dade County, District One Commissioner, and the Office of the Governor. The Board currently is comprised of the Mayor, Vice-mayor, three City Commissioners, and an appointee from the Miami-Dade County Commissioner and the Florida Governor’s Office. Its sole purpose is to finance the City’s designed redevelopment areas through Tax Increment Financing (TIF). The CRA can provide assistance for redevelopment within the CRA area.

The CRA continued to operate in a limited-active phase based on limited tax increment funds produced by ad valorem taxes. For the fiscal year ended September 2024, there was approximately \$2.5 million in revenues. The CRA’s financial data is presented within the City’s nonmajor governmental funds. A set of financial statements are also issued separately for the CRA.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and statement of activities) report information on all the activities of the City. For the most part, the effect of inter-fund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for service.

The statement of net position presents the financial position of the City. This statement is required to present all financial and capital resources using an economic resources measurement focus and the accrual basis of accounting. GASB Statement 34, as amended by GASB Statement 63, encourages the use of a net position format (which subtracts liabilities plus deferred inflows of resources from assets plus deferred outflows of resources to reflect the net position), rather than the standard balance sheet format (which presents a total for assets plus deferred outflows of resources equal to a total of liabilities plus deferred inflows of resources and net position). However, either presentation is acceptable.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function. Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not included among program revenues are reported as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as non-major funds, respectively.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*, as are the proprietary fund statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement* focus and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within sixty (60) days of the end of the current fiscal period, with the exception of expenditure driven (reimbursements) grants, for which the availability period is one year.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, sales taxes, utility taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

The financial transactions of the City are recorded in individual funds. The operations of each fund are accounted for using a separate set of self-balancing accounts which comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equities, revenue and expenditure or expenses. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. Accounting principles generally accepted in the United States of America set forth minimum criteria for determination of major funds based on the percentage of the applicable category balances. The non-major funds are presented in one column in the respective fund financial statements.

The City reports the following major governmental funds:

The **General Fund** is the general operating fund of the City. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The **American Rescue Plan Act Fund** is used to account for restricted funds received by the Federal Government and spent in accordance with applicable laws and guidelines.

The **Capital Improvement Debt Service Fund** is used to account for the Series 2011 A&B Capital Improvement Revenue Bonds and the 2015 A&B Capital Improvement Revenue Bonds.

The **Safe Neighborhood Capital Improvement Fund** is used to account for grants and tax revenues used for the purposes of capital projects that improve safety in the City.

The City reports the following major proprietary funds:

The **Water and Sewer Fund** is used to account for the operation and maintenance of the City's water and sewer system.

The **Stormwater Fund** is used to account for the operation and maintenance of the City's stormwater system.

As a general rule the effect of inter-fund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments and other charges between the City's water and sewer function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's water and sewer, stormwater, and solid waste enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

D. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position/Fund Balance

1. Encumbrances

Encumbrances accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed in the General and Capital Projects Funds. Encumbrances outstanding at the balance sheet date are canceled.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position/Fund Balance (Continued)

2. Deposits and Investments

The City considers cash on hand, cash with fiscal agents, demand deposits, and certificates of deposit with an original maturity of (90) ninety days or less to be cash.

For purposes of the statement of cash flows for proprietary fund types of fund; all highly liquid investments (including restricted assets) with maturity of three months or less when purchased are considered to be cash equivalents. The City does not have any cash equivalents or investments as of September 30, 2024.

3. Receivables

In the government-wide statements, receivables consist of all revenues earned at year-end and not yet received. The City calculates its allowance for uncollectible receivables using historical collection data, specific account analysis, and management's judgment. Receivable balances for the governmental activities include franchise fees, utility taxes, Town Center rent, and amounts due from other governments. Business-type activities report utility billings as receivables.

4. Restricted Assets

Restricted assets include cash of the governmental and enterprise funds that is legally restricted as to its use. Cash is restricted for debt service, customers' deposits, revenue bond requirement, escrow for future property purchases, and sewer system improvements.

5. Capital Assets

Capital assets, including land, buildings, improvements, infrastructure, and equipment assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 and an initial useful life of one year or greater. Such assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extended the life of the asset are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is expensed accordingly.

Buildings, improvements, infrastructure, and equipment assets are depreciated/amortized using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings and Building Improvements	10-50
Infrastructure Systems	30
Equipment	3-10
Vehicles	3-10

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position/Fund Balance (Continued)

6. Leases (Right-of-use Assets)

The leases (right-of-use assets) are initially measured at an amount equal to the initial measurement of the related lease liability plus any lease payments made prior to the lease term, less lease incentives, and plus ancillary charges necessary to place the lease into service. The leases (right of use assets) are amortized on a straight-line basis over the life of the related lease agreement.

7. Interfund Transactions

Activities between funds that are representative of lending/borrowing arrangements at the end of the fiscal year are referred to as “due to/from other funds” or “advances to/from other funds”. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

Normally, non-current portions of long-term interfund loan receivables are reported as advances within the governmental funds and are offset equally by a fund balance non- spendable account which indicates that they do not constitute expendable available financial resources, and therefore, are not available for appropriation.

Transactions that constitute reimbursements to a fund for expenditures initially made from it, which are properly applicable to another fund, are recorded as expenditures in the reimbursing fund and as reductions of expenditures in the reimbursed fund. Transactions, which constitute the transfer of resources from a fund receiving revenues to a fund through which the revenues are to be expended, are separately reported in the respective funds’ operating statements as transfers in and out.

8. Deferred Outflows of Resources

The statement of net position includes a separate section, listed below Total Assets, for Deferred Outflows of Resources. This represents the consumption of net assets applicable to future periods and will not be recognized as expenditures until the future period to which it applies. Items in this category include deferred items related to pensions and OPEB on the Government-wide Statement of Net Position.

9. Deferred Inflows of Resources

The Statement of Net Position includes a separate section, listed below Total Liabilities, for Deferred Inflows of Resources. This represents the consumption of net assets applicable to future periods and will not be recognized as revenue until the future period to which it applies. In the governmental funds, this category may include unavailable revenue, whereas in the government-wide and the proprietary fund statements unavailable revenue is recognized for the current period. It includes resources related to pensions and OPEB, which will be recognized as inflows of resources in the period that the amounts become available.

10. Unearned Revenue

Unearned revenue is recorded for governmental fund receipts that are measurable and available, but have not met the criteria for revenue recognition, such as donations or grants received for specific projects as well as monies received in advance of services yet to be rendered. These are recorded as unearned revenue in the government-wide and fund statements.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position/Fund Balance (Continued)

11. Compensated Absences

It is the City's policy to permit employees to accumulate, with certain limits, earned but unused vacation time and sick leave hours for subsequent use or for payment upon termination, death, or retirement. For government-wide statements and proprietary fund types, these accumulations are recorded as expenses and liabilities of the appropriate fund in the fiscal year earned. For governmental fund types, the amount of accumulated unpaid vacation and sick leave that is payable from available resources is recorded as a liability of the respective fund only if they have matured, for example, as a result of employee retirements and resignations. Compensated absences are typically liquidated primarily from the General Fund.

12. Long-Term Debt

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bonds payable are reported net of the applicable premium or discount. These premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bond issuance costs are expensed in the year they are incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, where applicable, during the current period. The face amount of debt issued is reported as other financing sources. Payments on debt are recorded as reductions of the debt. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Debt issuance costs, except any portion related to prepaid insurance costs, are recognized as an expenditure in the period incurred. Prepaid insurance costs are reported as an asset and recognized as an expenditure over the duration of the related debt.

13. Net Position and Fund Balance

Net position in the government-wide and proprietary funds is categorized as net investment in capital assets; restricted or unrestricted. Net investment in capital assets is the difference between the cost of capital assets, less accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction, or improvement of those assets plus unspent bond proceeds.

Restricted balances consist of net position with constraints placed on their use by external parties (creditors, grantors, contributors, laws or regulations of other governments) or imposed by law through constitutional provisions or enabling legislation. Unrestricted balances indicate the portion of net position that is available to fund future operations.

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position/Fund Balance (Continued)

13. Net Position and Fund Balance (Continued)

Amounts that can only be used for specific purposes pursuant to constraints imposed by the City Commission through an ordinance or resolution are classified as committed fund balances. Amounts that are constrained by the City's intent to be used for specific purposes but are neither restricted nor committed are classified as assigned fund balances. Assignments are made by City management based on Commission direction. Non-spendable fund balances include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. Unassigned fund balance is the residual classification only for the general fund. It is also used to report negative/deficit fund balance in other governmental funds.

In the fund financial statements, governmental funds report fund classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Amounts that are restricted to specific purposes either by constraints placed on the use of resources by (a) creditors, grantors, contributors, laws, or regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation are classified as restricted.

E. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ.

NOTE 2 – DEFICIT FUND BALANCE AND NET POSITION

The City reported deficit fund balances in the People's Transportation Tax Fund of (\$3,134,271) and the Safe Neighborhood Capital Improvement Fund of (\$82,017). The Solid Waste Fund reported a deficit net position of (\$4,160). The deficit balances and net position were rectified following a revision of the budget in FY2025.

NOTE 3 – PROPERTY TAXES

Property taxes are levied on the first of November each year, at which time taxes become an enforceable lien on property assessed as of the previous January. Tax bills are payable upon receipt with discount rates of one to four percent allowed if paid prior to March 1 of the following calendar year. Taxes become delinquent on April 1 of the year following the year of assessment and State law provides for enforcement of collection of property taxes by the sale of interest-bearing tax certificates and the seizure of personal property to satisfy unpaid property taxes. Miami-Dade County bills and collects all property taxes for the City and sells tax certificates for delinquent taxes.

The City's gross taxable property value as of January 1, 2023, as provided by the Miami-Dade Property Appraiser, was approximately \$1.7 billion. For the fiscal year of October 1, 2023 to September 30, 2024, the City Commission adopted a millage rate of \$9.35 per \$1,000 of taxable value, which resulted in approximately \$17.6 million of property tax revenue, of which \$1,519,929 was provided to the Opa-Locka Community Redevelopment Agency (CRA) as Tax Increment Financing (TIF) revenue, while Miami-Dade County provided an additional \$736,756 to the CRA.

No accrual for the property tax levy becoming due in November 2023 is included in the accompanying financial statements since the legal right to receive these taxes occurs on November 1, 2023, and such taxes are collected to finance expenditures of the fiscal year ended September 30, 2024.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 4 – DEPOSITS AND INVESTMENTS

As of September 30, 2024, the City's cash is considered to be cash on hand and demand deposits.

Deposits

All deposits with financial institutions are fully insured or collateralized as required by the City Commission. The deposits are covered by federal depository insurance and, for the amount in excess of such federal depository insurance, by the State of Florida's Public Deposits Act ("the Act"). Provisions of the Act require that public deposits may only be made at qualified public depositories. The Act requires each qualified public depository to deposit with the State Treasurer eligible collateral equal to or in excess of the required collateral as determined by the provisions of the Act. In the event of a failure by a qualified public depository, losses, in excess of federal depository insurance and proceeds from the sale of the securities pledged by the defaulting depository, are assessed against the other qualified public depositories of the same type as the depository in default. Therefore, all deposits are insured or collateralized.

Investments

The City's investment policy follows the requirements of Florida Statutes Chapter 218.415, and attempts to promote, in order of priority, safety of principal, adequate liquidity, and maximization of total return. The City's investment policy authorizes investments in direct obligations of the U.S. Government, U.S. government agencies, or federal instrumentalities. The City is also authorized to invest in SEC registered money market mutual funds, insured or fully collateralized deposits, repurchase agreements secured by direct obligations of the U.S. Government, commercial paper, corporate obligations that are fully insured by the FDIC, and authorized intergovernmental investment pools. The investment policy defined in the statutes attempts to promote, through state assistance, the maximization of net interest earnings on invested surplus funds of local units of governments while limiting the risk to which the funds are exposed.

As of September 30, 2024, the City had no investments.

NOTE 5 – ACCOUNTS RECEIVABLE

Receivable balances and the allowance for uncollectible accounts as of September 30, 2024, were as follows:

	Accounts Receivable	Due from Other Governments	Allowance for Uncollectibles	Net
Governmental activities				
General Fund	\$ 1,642,506	\$ -	\$ (621,143)	\$ 1,021,363
Capital Projects Improvements Debt Service	-	530,454	-	530,454
Safe Neighborhood Capital Projects	193,769	176,499	(176,499)	193,769
Non-major governmental funds	-	67,442	-	67,442
Total governmental activities	<u>\$ 1,836,275</u>	<u>\$ 774,395</u>	<u>\$ (797,642)</u>	<u>\$ 1,813,028</u>
Business-type activities				
Water and sewer	\$ 5,868,127	\$ 5,687,117	\$ (10,352,844)	\$ 1,202,400
Stormwater	1,286,338	115,324	(1,340,858)	60,804
Total business-type activities	<u>\$ 7,154,465</u>	<u>\$ 5,802,441</u>	<u>\$ (11,693,702)</u>	<u>\$ 1,263,204</u>

As of September 30, 2024, the allowance for uncollectible accounts was \$797,642 for governmental activities, while the allowance for uncollectible accounts was \$11,693,702 for the business-type activities. An allowance for uncollectible accounts is a contra account that nets against the total receivables presented on the statement of net position/balance sheet to reflect only the amounts expected to be paid and estimated accounts receivable that are expected to be uncollectible.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 6 – LEASES RECEIVABLE

City as Lessor

The City leases office space to a Kindergarten through 12th grade school located at the 780 Fisherman Street building. The date of the most recent renewal was August 1, 2021 with an expiration date of September 30, 2024. The agreements allow for a 3.0% annual increase to the lease payments on the anniversary of the agreement. During the fiscal year, the City recognized \$241,055 in lease revenue and \$6,727 in interest income related to these agreements. As of the report date, the school and the City have not reached a formal agreement to renew and the date of renewal is uncertain. The school is currently on a month-to-month basis for making rent payments.

The City leases office space to a non-profit youth organization for afterschool learning and community social services located at the 780 Fisherman Street building. The term was for a three year lease term with expiration on June 30, 2024. The agreements allow for a 3.0% annual increase to the lease payments on the anniversary of the agreement. During the fiscal year, the City recognized \$44,190 in lease revenue and \$708 in interest income related to these agreements. As of the report date, the organization and the City have not reached a formal agreement to renew and the date of renewal is uncertain. The school is currently on a month-to-month basis for making rent payments.

A summary of leases receivable and deferred inflows of resources for the fiscal year ended September 30, 2024, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Leases receivable				
School of Excellence	\$ 327,049	\$ -	\$ (327,049)	\$ -
Teen Upward Bound	44,190	-	(44,190)	-
Total leases receivable	\$ 371,239	\$ -	\$ (371,239)	\$ -

	Beginning Balance	Additions	Reductions	Ending Balance
Deferred Inflows				
School of Excellence	\$ 241,055	\$ -	\$ (241,055)	\$ -
Teen Upward Bound	33,861	-	(33,861)	-
Total Deferred Inflows	\$ 274,916	\$ -	\$ (274,916)	\$ -

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – INTERFUND BALANCES

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.”

Interfund balances as of September 30, 2024, consisted of the following:

	<u>Due from Other Funds</u>	<u>Due to Other Funds</u>	<u>Net</u>
Major governmental funds			
General Fund	\$ 3,562,540	\$ 2,287,710	\$ 1,274,830
American Rescue Plan Act Fund	-	175,846	(175,846)
Capital Projects Improvement Debt Service Fund	106,603	32,030	74,573
Safe Neighborhood Capital Improvement Fund	125,245	-	125,245
Non-major governmental funds	16,662	349,803	(333,141)
Major enterprise funds			
Water and sewer	195,060	1,008,459	(813,399)
Stormwater	84,492	236,754	(152,262)
Total	<u>\$ 4,090,602</u>	<u>\$ 4,090,602</u>	<u>\$ -</u>

Interfund advances as of September 30, 2024, consisted of the following:

Major governmental funds			
General Fund	\$ 30,514,672	\$ 24,161,047	\$ 6,353,625
Capital Projects Improvement Debt Service Fund	1,896,375	867,275	1,029,100
Safe Neighborhood Capital Improvement Fund	3,662,741	2,427,406	1,235,335
Non-major governmental funds	2,291,338	4,874,725	(2,583,387)
Major enterprise funds			
Water and sewer	7,706,683	12,731,187	(5,024,504)
Stormwater	2,882,097	3,869,168	(987,071)
Non-major enterprise fund	1,690,114	1,713,212	(23,098)
Total	<u>\$ 50,644,020</u>	<u>\$ 50,644,020</u>	<u>\$ -</u>

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – CAPITAL ASSETS

The following is a summary of changes in capital assets for the fiscal year ended September 30, 2024:

	Beginning Balance	Additions	Deletions	Ending Balance
<u>Governmental Activities</u>				
Capital assets not being depreciated/amortized				
Land	\$ 3,556,009	\$ -	\$ -	\$ 3,556,009
Construction in progress	5,258,412	3,037,924	(1,807,471)	6,488,865
Total capital assets not being depreciated/amortized	8,814,421	3,037,924	(1,807,471)	10,044,874
Capital assets being depreciated/amortized				
Buildings and improvements	21,323,825	1,096,437	-	22,420,262
Vehicles, furniture, and equipment	4,108,674	385,189	-	4,493,863
Vehicles and equipment (Right of Use)	1,910,990	547,366	-	2,458,356
Infrastructure	24,726,311	1,807,471	-	26,533,782
Total capital assets being depreciated/amortized	52,069,800	3,836,463	-	55,906,263
Less accumulated depreciation/amortization				
Buildings and improvements	(6,618,037)	(495,349)	-	(7,113,386)
Vehicles, furniture, and equipment	(3,797,429)	(153,086)	-	(3,950,515)
Vehicles and equipment (Right of Use)	(574,795)	(472,140)	-	(1,046,935)
Infrastructure	(14,409,947)	(830,654)	-	(15,240,601)
Total accumulated depreciation/amortization	(25,400,208)	(1,951,229)	-	(27,351,437)
Total capital assets being depreciated/amortized, net	26,669,592	1,885,234	-	28,554,826
Governmental activities capital assets, net	\$ 35,484,013	\$ 4,923,158	\$ (1,807,471)	\$ 38,599,700
	Beginning Balance	Additions	Deletions	Ending Balance
<u>Business-type Activities</u>				
Capital assets not being depreciated/amortized				
Land	\$ 14,762	\$ 24,000	\$ -	\$ 38,762
Construction in progress	4,957,310	-	-	4,957,310
Total capital assets not being depreciated/amortized	4,972,072	24,000	-	4,996,072
Capital assets being depreciated				
Building and improvements	6,198,269	-	-	6,198,269
Vehicles, furniture, and equipment	7,241,997	204,564	-	7,446,561
Vehicles (Right of Use)	-	79,308	-	79,308
Infrastructure	21,482,965	133,474	-	21,616,439
Total capital assets being depreciated/amortized	34,923,231	417,346	-	35,340,577
Less accumulated depreciation				
Building and improvements	(3,193,074)	(214,943)	-	(3,408,017)
Vehicles, furniture, and equipment	(4,706,894)	(278,937)	-	(4,985,831)
Vehicles (Right of Use)	-	(15,459)	-	(15,459)
Infrastructure	(6,473,302)	(424,363)	-	(6,897,665)
Total accumulated depreciation/amortization	(14,373,270)	(933,702)	-	(15,306,972)
Total capital assets being depreciated/amortized, net	20,549,961	(516,356)	-	20,033,605
Business-type activities capital assets, net	\$ 25,522,033	\$ (492,356)	\$ -	\$ 25,029,677

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – CAPITAL ASSETS (CONTINUED)

Depreciation/amortization expense was charged to functions/programs of the City as follows:

Governmental Activities:	
General government	\$ 910,182
Public safety	475,679
Transportation	411,013
Culture and recreation	154,355
Total depreciation/amortization expense - governmental activities	\$ 1,951,229
Business-type activities:	
Water and sewer	\$ 928,200
Stormwater	5,502
Total depreciation/amortization expense - business-type activities	\$ 933,702

NOTE 9 – LEASES

Right-of-Use Assets

The City entered into 56 lease agreements as Lessee with various maturities. The lease agreements qualify as other than a short-term lease under GASB 87 and therefore, have been recorded at the present value of the future minimum lease payments as of the date of their inception. The leases are comprised of vehicles and equipment for public safety, transportation, and water and sewer operations. The lease terms range from 4 to 5 years with interest ranging from 3.47% to 8.65%. The value of the leased assets (right-to-use assets) as of September 30, 2024 is \$2,458,356 with accumulated amortization of \$1,046,923. The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2024, are as follows:

Fiscal year ending September 30,	Governmental Activities		
	Principal	Interest	Total
2025	\$ 484,910	\$ 92,936	\$ 577,846
2026	426,208	61,883	488,091
2027	336,475	34,157	370,632
2028	205,985	11,403	217,388
2029	24,824	396	25,220
Total	<u>\$ 1,478,402</u>	<u>\$ 200,775</u>	<u>\$ 1,679,177</u>
Fiscal year ending September 30,	Business-type Activities		
	Principal	Interest	Total
2025	\$ 16,332	\$ 4,913	\$ 21,245
2026	17,752	3,492	21,244
2027	19,297	1,948	21,245
2028	10,931	615	11,546
2029	1,758	18	1,776
Total	<u>\$ 66,070</u>	<u>\$ 10,986</u>	<u>\$ 77,056</u>

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – LONG – TERM OBLIGATIONS

The following is a summary of changes in long-term obligations for the fiscal year ended September 30, 2024.

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental activities:					
Capital Improvement Revenue Bond Series					
2011 A&B	\$ 1,879,680	\$ -	\$ (624,000)	\$ 1,255,680	\$ 645,000
City National Bank, Series 2015 A&B	3,833,533	-	(367,320)	3,466,213	3,466,213
Enterprise Leases	1,245,613	547,366	(416,679)	1,376,300	461,914
580 Backhoe Lease	102,102	-	-	102,102	22,996
Total	<u>7,060,928</u>	<u>547,366</u>	<u>(1,407,999)</u>	<u>6,200,295</u>	<u>4,596,123</u>
Compensated absences	1,371,475	2,047,521	(1,989,057)	1,429,939	504,351
Miami-Dade County Debt	31,672	-	(31,672)	-	-
Long Term Liability Legal	252,875	-	(252,875)	-	-
Governmental activities long-term liabilities	<u>\$ 8,716,950</u>	<u>\$ 2,594,887</u>	<u>\$ (3,681,603)</u>	<u>\$ 7,630,234</u>	<u>\$ 5,100,474</u>
	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Business-type activities:					
State Revolving Loan WW800050	\$ 795,342	\$ -	\$ (194,313)	\$ 601,029	\$ 197,297
State Revolving Loan SW130320	122,314	-	(8,520)	113,794	8,659
State Revolving Loan WW130300	362,415	-	(25,244)	337,171	25,854
State Revolving Loan WW130301	2,032,954	-	(166,545)	1,866,409	499,635
Total State Revolving Loans	<u>3,313,025</u>	<u>-</u>	<u>(394,622)</u>	<u>2,918,403</u>	<u>731,445</u>
Other debt:					
Enterprise Leases (Right of Use)	-	79,308	(13,238)	66,070	16,332
Total Leases	<u>-</u>	<u>79,308</u>	<u>(13,238)</u>	<u>66,070</u>	<u>16,332</u>
Compensated absences	143,420	131,508	(168,739)	106,189	37,781
Long-term debt - MDC	760,121	-	(760,121)	-	-
Long-term debt - MDC, Meters	2,148,453	63,832	(1,138,983)	1,073,302	1,073,302
Legal Settlement Liability	1,000,000	-	-	1,000,000	-
Total Other Long-term Debt	<u>4,051,994</u>	<u>195,340</u>	<u>(2,067,843)</u>	<u>2,179,491</u>	<u>1,111,083</u>
Total Business-type Activities	<u>\$ 7,365,019</u>	<u>\$ 274,648</u>	<u>\$ (2,475,703)</u>	<u>\$ 5,163,964</u>	<u>\$ 1,858,860</u>

Definition of Debt for Purposes of Disclosures

For purposes of disclosures in notes to financial statements, debt is defined as a liability that arises from a contractual obligation to pay cash (or other assets that may be used in lieu of cash) in one or more payments to settle an amount that is fixed at the date the contractual obligation is established. For disclosure purposes, debt does not include leases, except for contracts reported as a financed purchase of the underlying capital leases, or accounts payable. For governmental activities, compensated absences are generally liquidated by the General Fund. Long-term debt of the City's governmental activities, excluding compensated absences and capital leases, include Series 2011A&B Capital Improvement Revenue bonds, Series 2015 A&B Capital Improvement Revenue Note, State Revolving Loans (SRL) and Debt to the Miami Dade County.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – LONG TERM OBLIGATIONS (CONTINUED)

Long-Term Debt – Governmental Activities

Series 2011A&B Capital Improvement Revenue Bond

The series 2011 A&B bear an annual interest rate ranging from approximately 3.31% to 3.89%. The series are payable from a pledge of Grantee Entitlement Revenues which must be shared by the State of Florida, in annual principal installments ranging from \$564,000 in 2021 to \$670,000 through 2026. The bond ordinance for Series 2011 A & B stipulates that the Bonds and the obligations evidenced within it shall not constitute a lien upon property of or in the City but shall constitute a lien only on the Pledged Funds.

With a balance of \$1.3 million, the Capital Improvement Revenue Bond Series 2011 A & B are secured by collateral of Pledged Guaranteed Entitlement Revenues, (State Revenue Sharing proceeds) and its Half Cent Sales Tax Revenues under the Bond Ordinance (collectively, the "Pledged Funds"), all in the manner and only to the extent provided in the Bond Ordinance. The City is not obligated to pay this Bond or interest thereon except from the Pledged Funds pledged thereto, and the full faith and credit of the City are not pledged for the payment of this Bond.

Series 2015 A&B Capital Improvement Revenue Note ("2015 Note")

For an initial amount of \$8.6 million, the 2015 Note bear interest at a rate of 2.65% to 4.25%, with a maturity date of June 1, 2025, and are payable by a lien on Pledged Revenues as defined by the terms of the Series 2015 Note agreement. The Series 2015 Capital Improvement Revenue Note has a balance of \$3.5 million dollars as of FY2024.

As a result of the City's financial emergency declaration in prior years, City National Bank restricted the use of excess pledged funds available after debt service payments were made. During FY2020, City National Bank's restrictions on excess pledged funds, through a modification of the agreement adopted on April 8, 2020, allowed the City to have access and redemption options for the available funds of approximately \$5,226,975. These funds were used to pay down a portion of the Series 2015A bond, legal fees and the remaining portion transferred to the general fund for operations after being released from restriction.

The Capital Improvement Revenue Bond Series 2015 A & B are secured by the Tax Revenues Fund established under the 2015 Ordinance. The Finance Director shall ensure deposits of Communications Services Tax Revenues and Public Service Tax Revenues, (FPL Utility Taxes), as the same are collected, to the Tax Revenue Fund, in addition to all investment income in the funds and accounts established under the 2015 Ordinance.

Defaults and Remedies – Series 2011 and 2015 Bond Agreements

According to the City's loan Agreements for Series 2011 and 2015 Bonds an "Event of Default" shall be deemed to have occurred if (among other things): (a) the city fails to make any payment of the principal or interest of the series 2011 or 2015 Bonds when it is due and payable, or (b) the city fails to comply with the provisions of the agreement or failure in the performance or observance of any other covenants, conditions, agreements and provisions contained in the Series 2011 and 2015 or actions required by the agreement and such failure shall continue for a period of 60 days after written notice thereof to the local borrower (the city), by the Department of Environmental Protection ("Department"), (d) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the local borrower under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the local borrower, is not dismissed within 60 days after filing, (d) the city fails to reimburse a Credit Bank following a drawing for the payment of interest on Obligations, (e) Any warranty, material representation or other statement by, or on behalf of, the local borrower contained in the agreement or in any document, certificate or information furnished in compliance with, or in reference to, the agreement, is false or misleading. Upon occurring of any of these events the Lender may proceed to protect and enforce its rights under the laws of the State of Florida and under the agreement.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – LONG TERM OBLIGATIONS (CONTINUED)

Long-Term Debt – Governmental Activities (Continued)

Acceleration of Maturities – Series 2011 and 2015 Bond Agreements

The Series 2011 and 2015 also contain an Acceleration of Debt Maturities clause that allows the lender by a notice in writing to the City to accelerate payment of the entire principal amount to be immediately due and payable, and upon such declaration, the same shall be immediately due and payable. Monies shall have accumulated in the Debt Service Fund sufficient to pay the principal of all matured Obligations and all arrears of interest upon all the Obligations then Outstanding as legally due, in addition to other related charges as documented by the Holder.

Long-Term Debt – Business Activities

The business-type activities debt consists mostly of State Revolving Loans (SRL) that were initiated to fund various capital improvement projects throughout the City, in addition to a local five-year loan agreement with Miami-Dade County (“the County”) for the repayment of charges for water and sewer fees and department services.

State Revolving Loans

The State Revolving Loan notes generally should be repaid in 40 semi-annual payments. These loans are secured by a collateral lien on Pledged Revenues as defined by the State Revolving Fund loan agreements.

The 4 State Revolving Loans had a balance of \$2.9 million dollars as of FY2024. The following table details the different State Revolving Loan Project:

Project No	Initial Amount (\$ million)	Interest Rate (%)	Amounts to be paid semi- annually (\$)	Balance September 30, 2024
WW800050	2.38	1.53	\$ 69,620	\$ 601,029
WW130300	0.51	1.63	15,644	337,171
SW130320	0.2	1.63	5,239	113,794
WW 130301	6.53	0	166,545	1,866,409
			Total	\$ 2,918,403

Events of Default – State Revolving Loan Agreements

According to the State Revolving Fund Loan Agreements, the following events are declared an “event of default.” (1) Failure to fund the Loan Repayment Reserve Account or to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due (2) failure to comply with the provisions of the Agreement or failure in the performance or observance of any of the covenants or actions required by the Agreement and such failure shall continue for a period of sixty (60) days after written notice is given to the Local Government “the City” by the Florida Department of Environmental Protection (DEP). (3) Any warranty, representation, or other statement by, or on behalf of the City contained in the Agreement is false or misleading. (4) An order or decree entered appointing a receiver of any part of the Water or Sewer System or Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the City, shall not be vacated, or discharged or stayed on appeal within sixty (60) days after the entry thereof. (5) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the City under federal or state bankruptcy or insolvency is not dismissed within 60 days after filing. (6) Failure of the City to give immediate written notice of default to the DEP and such failure shall continue for a period of thirty (30) days.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – LONG TERM OBLIGATIONS (CONTINUED)

Long-Term Debt – Business Activities (Continued)

Remedies of Default – State Revolving Loan Agreements

Upon an event of default and subject to the rights of others having prior liens on the Pledged Revenues, the DEP may pursue any available remedy by notifying financial market credit rating agencies, applying to a court of competent jurisdiction action or suit in equity, writ of mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Water and Sewer Systems, to require the City to fulfill this Agreement, to require the City to account for all moneys received from the DEP or from the ownership of the Water and Sewer Systems and to account for the receipt, use, application, or disposition of the Pledged Revenues, to appoint a receiver to manage the Water and Sewer systems, to establish and collect fees and charges, and apply the Revenues to the reduction of the obligations under the Loan Agreement, and to require payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

Acceleration Clause – State Revolving Loan Agreement

Per the State Revolving Loan Agreements, acceleration of amounts due upon default of the loan will occur by accelerating the repayment schedule or increasing the interest rate by as much as three percent per annum on the unpaid principal of the Loan for a default under Subsection 6.01(1).

Per the State Revolving Loan Agreements, acceleration of amounts due upon default of the loan will occur by accelerating the repayment schedule or increasing the interest rate by as much as three percent per annum on the unpaid principal of the Loan for a default under Subsection 6.01(1).

Debt to Miami-Dade County

On August 4, 2017, the City entered into an agreement with Miami-Dade County ("the County") for (1) sewer disposal service, (2) administering the meter reading, billing and collection of water, sanitary sewage, and stormwater utility charges, and (3) acknowledging delinquent charges. The City will repay at a rate of three percent (3%) annual interest rate, in monthly payments for sixty (60) months to re-pay past due debt owed as of March 15, 2017. As of September 30, 2024, there is no balance outstanding. Debt service payments, which include principal and interest, were made monthly in the amount of \$100,090. For the fiscal year ended September 30, 2024, debt service payments totaled \$800,727.

For the fiscal year ended September 30, 2023, the County and the City exercised the option to have additional water meters replaced and installed to bring customer properties into compliance with the City's Code of Ordinances. Financing was provided by the County for water meters purchased and installed on behalf of the City. The meters have been capitalized; see Note 7. No payments were due in fiscal years 2019-2022. The City and the County finalized terms to begin debt service payments in fiscal year 2023.

During the fiscal year ended September 30, 2024, the City of Opa-Locka entered into a debt restructuring agreement with Miami-Dade County to modify the terms of its outstanding debt obligation for the water meter debt. The restructuring involved the following key changes:

- Application of interest due on overall debt to the Water Meter debt principal: As part of the restructuring agreement, interest totaling \$432,670 was applied to reduce the principal balance of the debt.
- Water meters in the amount of \$63,832 were purchased and added to the outstanding balance.
- The term of the debt was reduced, resulting in an earlier repayment completion date. The original debt was scheduled to be paid as of December 2027, but with the restructuring, the final payment is now expected by August 2025.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – LONG TERM OBLIGATIONS (CONTINUED)

Long-Term Debt – Business Activities (Continued)

Debt to Miami-Dade County (Continued)

- The agreement also increased the City's monthly payments from \$44,922 to \$100,000. This increase includes interest due on the remaining debt balance and is expected to result in interest savings of \$70,969.

The restructuring agreement was approved by the City Commission and the Miami-Dade County Board of County Commissioners on February 15, 2025.

As of September 30, 2024, the total debt outstanding to Miami Dade County was \$1,073,302. Debt service payments, which include principal and interest, are made monthly in the amount of \$100,000. For the fiscal year ended September 30, 2024, debt service payments totaled \$1,194,533.

Interlocal Agreement with Miami-Dade County

The debt due to the County for water and sewer charges is secured by collateral of Pledged Revenues received from the County's direct collections of the City's water, sanitary sewage, and stormwater utility service charges. The Agreement with the County stipulates that the County shall handle the meter reading, billing and collection of water, sanitary sewage and stormwater charges for the City's utility customers and residents.

The City and the County acknowledge that the County is not assuming any obligation or being transferred any obligation under the Miami-Dade County Home Rule Charter, to provide water, sewer, or stormwater services within the Service Area of the City by entering into the Agreement, which is deemed solely an interlocal agreement by which the County will assist the City in billing and collecting for services as described in the Agreement.

Acceleration Clause – Miami-Dade County

Section 25 of the City's Agreement with the County stipulates that in the event the City chooses to terminate the Agreement before the end of the ten (10) year term it will pay the County, in one lump sum/balloon payment, all outstanding amounts due to the County, including but not limited to, charges for water service, sanitary sewer service, stormwater fees, billing costs (and related expenses), utility permit fees, solid waste charges, and transit-related charges. Within thirty (30) days of receipt of the termination notice from the City, the County will provide the City with documentation that identifies all outstanding amounts owed by the City to the County. All amounts owed by the City to the County must be paid in full by the end of the first ten (10) year term, regardless of the Parties' desire to exercise the first five-year option to renew.

Governmental Activities Debt Service

Annual debt service requirements to maturity for debt outstanding are as follows:

Fiscal Year Ending September 30,	<u>Governmental Activities</u>	
	<u>Bonds</u>	
	<u>Principal</u>	<u>Interest</u>
2025	\$ 4,111,213	\$ 146,393
2026	610,680	13,032
Total	<u>\$ 4,721,893</u>	<u>\$ 159,425</u>

As of September 30, 2024, the City had no direct borrowings or direct placements in governmental activities. The City had no lines of credit as of September 30, 2024.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – LONG TERM OBLIGATIONS (CONTINUED)

Business Activities Debt Service

Annual debt service requirements to maturity for debt outstanding are as follows:

Fiscal Year Ending September 30,	Business-type Activities	
	Notes from Direct Borrowings	
	Principal	Interest
2025	\$ 1,804,749	\$ 31,732
2026	568,496	12,103
2027	572,148	8,451
2028	369,326	5,531
2029	369,919	4,938
2030-2034	227,804	15,445
2035-2036	79,264	1,674
Total	\$ 3,991,706	\$ 79,874

The City's outstanding liabilities from direct borrowings related to business-type activities were approximately \$4.0 million dollars as of September 30, 2024, and no direct placements were incurred as of this report date.

The business-type activities debt consists of five remaining State Revolving Loans (SRL) that were initiated to fund various capital improvement projects throughout the City, in addition to a local five-year loan agreement with Miami-Dade County ("the County") for the repayment of charges for water and sewer fees and department services. The State Revolving Loan notes are secured by a collateral lien on Pledged Revenues as defined by the State Revolving Fund loan agreements.

Summary of Debt Covenants

Series 2011A and Series 2011B Capital Improvement Revenue Bonds – Debt service is provided by a pledge of guaranteed state revenue sharing funds, local option gas tax revenues, and the half- cent sales tax. Reserves must be maintained equal to the maximum bond service requirement. On September 30, 2021, the City had on deposit with the trustee for these bonds, a reserve account insurance policy which unconditionally and irrevocably guarantees the full and complete payment required to be made by or on the behalf of the City.

On June 3, 2014 – as authorized by City Ordinance No. 13-40 – the City entered into an agreement with City National Bank of Florida for the issuance of the Series 2014 Capital Improvement Revenue Note for the purpose of acquiring, construction, installation and equipping an administration building. Debt service is provided by a pledge of guaranteed state communications services tax revenues, public service tax revenues and all investment income except for Rebate fund. In May 2015, this was rolled up into the existing Series 2015 A&B Note.

Pledged Revenues – the City's agreement under the State of Florida Revolving Loan Fund Program requires the City to generate Pledged Revenues, as defined by the agreement, from the services furnished by its water and sewer systems equal to or exceeding 1.15 times the sum of the semiannual loan payments. As of September 30, 2024, the City follows this requirement.

The amount of long-term debt that can be incurred by the City is limited by the charter of the City. Total general obligation bonds of the City, outstanding in any one fiscal year can be no greater than 15% of the assessed value of taxable property as of the beginning of the fiscal year. As of September 30, 2024, the amount of bonds outstanding and notes payable exclusively from the revenues of a municipal project was less than 5% of property assessments as of September 30, 2024.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – LONG TERM OBLIGATIONS (CONTINUED)

Summary of Debt Covenants (Continued)

Bonds payable exclusively from the revenue of a municipal project may be issued and outstanding without regard to the 15% limitation; however, such an issue would be subject to the limitations imposed by the City's charter with respect to restrictions on bonds parity with or junior to the Series 2011A and Series 2011B Capital Improvement Revenue Bonds.

NOTE 11 – RETIREMENT PLANS

All City employees participate in the Florida Retirement System (FRS). As provided by Chapters 121 and 112, Florida Statutes, the FRS provides two cost-sharing, multiple-employer defined benefit plans administered by the Florida Department of Management Services, Division of Retirement, including the Pension Plan and the Retiree Health Insurance Subsidy (HIS Plan). Under Section 121.4501, Florida Statutes, the FRS also provides a defined contribution plan (Investment Plan) alternative to the Pension Plan, which is administered by the State Board of Administration (SBA). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a Florida state agency, county government, district school board, state university, community college, or a participating city or special district. The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. The Florida Legislature established and may amend the contribution requirements and benefit terms of all FRS plans.

The plan administrator for FRS prepares and publishes its own stand-alone annual comprehensive financial report, including financial statements and required supplementary information. Copies of this report can be obtained from the Department of Management Services, Division of Retirement, Bureau of Research and Member Communications, P.O. Box 9000, Tallahassee, Florida 32315- 9000; or at the Division's website (www.frs.myflorida.com).

A. Pension Plan – Florida Retirement System (FRS)

Plan Description – The Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership for the City are as follows:

- Regular Class – Members of the FRS who do not qualify for membership in the other classes.
- Senior Management Service Class (SMSC) – Members in senior management level positions.
- Special Risk Class – Members who are employed as law enforcement officers.

Employees enrolled in the Pension Plan prior to July 1, 2011, vest after six years of creditable service, and employees enrolled in the Pension Plan on or after July 1, 2011, vest after eight years of creditable service. Regular Class and SMSC members initially enrolled in the Pension Plan before July 1, 2011, once vested, are eligible for normal retirement benefits at age 62 or at any age after 30 years of creditable service. Members in these classes initially enrolled in the Pension Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service. Early retirement may be taken any time after vesting within 20 years of normal retirement age; however, a 5.0% benefit reduction is imposed for each year prior to the normal retirement age.

DROP is available under the Pension Plan when the member first reaches eligibility for normal retirement. The DROP allows a member to retire while continuing employment for up to 60 months. While in the DROP, the member's retirement benefits accumulate in the FRS Trust Fund increased by a cost-of-living adjustment each July and earn monthly interest equivalent to an annual rate of 4.00%.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – RETIREMENT PLANS (CONTINUED)

A. Pension Plan – Florida Retirement System (FRS)

Benefits Provided – Benefits under the Pension Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement plan and/or class to which the member belonged when the service credit was earned. The following chart shows the percentage value for each year of service credit earned.

Service from Dec. 1, 1970 through Sept. 30, 1974	2.00%
Service on and after Oct. 1, 1974	3.00%
Senior Management Service Class	2.00%

The benefits received by retirees and beneficiaries are increased by a COLA each July based on their June benefit amount. For retirees who have been retired for less than 12 months on July 1, the first COLA increase is prorated. The COLA applies to all continuing monthly retirement benefits paid under the FRS Pension Plan (i.e., normal and early service retirement benefits and benefits accruing in participant accounts under the DROP, disability retirement benefits, and survivor benefits). The COLA for retirements or DROP participation effective before August 1, 2011, is 3 percent per year. The COLA formula for retirees with an effective retirement date or DROP begin date on or after August 1, 2011, will be the sum of the pre-July 2011 service credit divided by the total service credit at retirement multiplied by 3 percent. Each Pension Plan member with an effective retirement date of August 1, 2011, or after will have an individual COLA factor for retirement. FRS Pension Plan members initially enrolled on or after July 1, 2011, will not have a COLA after retirement.

Contributions – Effective July 1, 2011, all enrolled members of the Pension Plan, other than DROP participants, are required to contribute 3.0% of their salary to the Pension Plan. In addition to member contributions, governmental employers are required to make contributions to the Pension Plan based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. The employer contribution rates by job class for the fiscal year 2023-2024 are as follows:

<u>Class</u>	<u>Employee Contribution Rate</u>	<u>Employer Contribution Rate*</u>	<u>Total Contribution Rate</u>
Regular	3.00%	11.51%	14.51%
Senior Management	3.00%	32.46%	35.46%
Special Risk	3.00%	30.61%	33.61%
DROP	N/A	19.13%	19.13%
EOC – County	3.00%	56.62%	59.62%

**These rates include the normal cost and unfunded actuarial liability contributions but do not include the 1.66 percent contribution for the Retiree Health Insurance Subsidy and the fee of 0.06 percent for administration of the FRS Investment Plan and provision of educational tools for both plans.*

For the fiscal year ended September 30, 2024, contributions, including employee contributions, to the Pension Plan for the City totaled \$2,772,636.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – RETIREMENT PLANS (CONTINUED)

A. Pension Plan – Florida Retirement System (FRS) (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – On September 30, 2024, the City reported a liability of \$12,468,333 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The City's proportionate share of the net pension liability was based on its share of the City's 2023-2024 fiscal year contributions relative to the 2022-2023 fiscal year contributions of all participating members.

The FRS Actuarial Assumption Conference is responsible for setting the assumptions used in the valuations of the defined benefit pension plans pursuant to Section 215.136(10) Florida Statutes. The 6.70 percent return assumption used in the June 30, 2024, calculations were determined by Plan's consulting actuary to be reasonable and appropriate per Actuarial Standards of Practice. The 6.70 percent reported investment return assumption is the same as the investment return assumption chosen by the 2022 FRS Actuarial Assumption Conference for funding policy purposes.

For the fiscal year ended September 30, 2024, the City recognized pension expense of \$334,404. In addition, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 1,259,636	\$ -
Change of assumptions	1,708,899	-
Net difference between projected and actual earnings on FRS pension plan investments	-	828,710
Changes in proportion and differences between City FRS contributions and proportionate share of contributions	2,395,227	279,823
City FRS contributions subsequent to measurement date	438,782	-
Total	\$ 5,802,544	\$ 1,108,533

The deferred outflows of resources related to the Pension Plan, totaling \$438,782 for the City, resulting from contributions to the Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Pension Plan will be recognized in pension expense as follows:

Fiscal Year Ending September 30	Deferred outflows/(inflows), net
2025	\$ 298,042
2026	2,561,669
2027	687,561
2028	471,170
2029	236,787
Total	\$ 4,255,229

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – RETIREMENT PLANS (CONTINUED)

A. Pension Plan – Florida Retirement System (FRS) (Continued)

Actuarial Assumptions – The total pension liability in the June 30, 2024, actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.40%
Salary Increases	3.50% average, including inflation
Investment Rate of Return	6.70%, net of pension plan investment expense, including inflation

Mortality rates were based on the Generational PUB-2010 with Projection Scale MP-2018. The actuarial assumptions used in the July 1, 2024, and valuations were based on the results of an actuarial experience study for the period July 1, 2018, through June 30, 2023.

The long-term expected rate of return assumption of 6.70 percent consists of two building block components: 1) an inferred real (in excess of inflation) return of 4.20 percent; and 2) a long-term average annual inflation assumption of 2.40 percent as adopted in October 2023 by the FRS Actuarial Assumption Conference. In the opinion of the FRS consulting actuary both components and the overall 6.70 percent return assumption were determined to be reasonable and appropriate per Actuarial Standards of Practice. The 6.70 percent reported investment return assumption is the same as the investment return assumption chosen by the 2023 FRS Actuarial Assumption Conference for funding policy purposes. For reference, the table below contains a summary of Milliman's assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

Asset Class	Target Allocation ¹	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	3.3%	3.3%	1.1%
Fixed income	29.0%	5.7%	5.6%	3.9%
Global equity	45.0%	8.6%	7.0%	18.2%
Real estate	12.0%	8.1%	6.8%	16.6%
Private equity	11.0%	12.4%	8.8%	28.4%
Strategic investments	2.0%	6.6%	6.2%	8.7%
	<u>100%</u>			
Assumed inflation-Mean			2.4%	1.5%

Note: (1) As outlined in the Plan's investment policy

**As outlined in the FRS Pension Plan's investment policy available from Funds We Manage on the SBA's website at www.sbafla.com.*

Discount Rate – The discount rate used to measure the total pension liability was 6.70%. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation of the total pension liability is equal to the long-term expected rate of return.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – RETIREMENT PLANS (CONTINUED)

A. Pension Plan – Florida Retirement System (FRS) (Continued)

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following represents the City's proportionate share of the net pension liability calculated using the discount rate of 6.70%, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.70%) or one percentage point higher (7.70%) than the current rate:

	1% Decrease 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%
City's proportionate share of the net pension liability	\$ 21,931,361	\$ 12,468,333	\$ 4,541,040

Pension Plan Fiduciary Net Position – Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report.

A. Pension Plan – Florida Retirement System (FRS) (Continued)

Payables to the Pension Plan – On September 30, 2024, the City had no outstanding payables of to the Pension Plan for contributions to the Pension Plan required for the fiscal year ended September 30, 2024.

B. Retiree Health Insurance Subsidy Program (HIS)

Plan Description – The HIS Plan is a non-qualified cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and it may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist eligible retirees and surviving beneficiaries of state administered retirement systems in paying health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided – For the fiscal year ended September 30, 2024, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month. To be eligible to receive these benefits, a retiree under a state administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions – The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2024, the HIS contribution rate for the period October 1, 2023, through September 30, 2024, was 1.66% of payroll pursuant to section 112.363, Florida Statutes. The City contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

For the fiscal year ended September 30, 2024, contributions to the HIS Plan for the City totaled \$209,945.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – On September 30, 2024, the City reported a liability of \$4,483,826 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The City's proportionate share of the net pension liability was based its share of the City's 2023-2024 fiscal year contributions relative to the 2022-2023 fiscal year contributions of all participating members.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – RETIREMENT PLANS (CONTINUED)

B. Retiree Health Insurance Subsidy Program (HIS) (Continued)

For the fiscal year ended September 30, 2024, the City recognized pension expense of \$124,635. In addition, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 43,294	\$ 8,610
Change of assumptions	79,353	530,828
Net difference between projected and actual earnings on HIS pension plan investments	-	1,622
Changes in proportion and differences between City HIS contributions and proportionate share of contributions	1,232,923	110,366
City HIS contributions subsequent to measurement date	58,755	-
Total	\$ 1,414,325	\$ 651,426

The deferred outflows of resources related to the HIS Plan, totaling \$58,755 for the City, resulting from contributions to the HIS Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the HIS Plan will be recognized in pension expense as follows:

Fiscal Year Ending September 30	Deferred outflows/(inflows), net
2025	\$ 145,267
2026	144,251
2027	97,178
2028	140,787
2029	139,993
Thereafter	36,668
Total	\$ 704,144

Actuarial Assumptions – Actuarial valuations for the HIS plan are conducted biennially. The July 1, 2024, HIS valuation is the most recent actuarial valuation and was used to develop the liabilities for June 30, 2024.

Liabilities originally calculated as of the actuarial valuation date have been recalculated as of a later GASB Measurement Date using standard actuarial roll forward procedures.

The total pension liability as of June 30, 2024 was determined using the following actuarial assumptions:

Inflation	2.40%
Salary Increases	3.50% average, including inflation
Municipal Bond Rates	3.93%

Mortality rates were based on the Generational PUB-2010 with Projection Scale MP-2018.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – RETIREMENT PLANS (CONTINUED)

B. Retiree Health Insurance Subsidy Program (HIS) (Continued)

Actuarial Assumptions (Continued)

The actuarial assumptions that determine the total pension liability as of June 30, 2024, were based on the results of an actuarial experience study of the FRS for the period July 1, 2018 through June 30, 2023.

Discount Rate – The discount rate used to measure the total pension liability on June 30, 2024, was 3.93%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the FRS Actuarial Assumption Conference. The discount rate used in the 2024 valuation was updated from 3.65% to 3.93% reflecting the change in the Bond Buyer general obligation 20-bond municipal bond index as of June 30, 2024.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following represents the City's proportionate share of the net pension liability calculated using the discount rate of 3.93%, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (2.93%) or one percentage point higher (4.93%) than the current rate:

	1% Decrease 2.93%	Current Discount Rate 3.93%	1% Increase 4.93%
City's proportionate share of the net pension liability	\$ 5,104,260	\$ 4,483,826	\$ 3,968,766

Pension Plan Fiduciary Net Position – Detailed information regarding the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

	FRS	HIS	Total
Net pension liability	\$ 12,468,333	\$ 4,483,826	\$ 16,952,159
Deferred outflows of resources	5,802,544	1,414,325	7,216,869
Deferred inflows of resources	1,108,533	651,426	1,759,959
Pension expense	334,404	124,635	459,039

C. Investment Plan

The State Board of Administration (SBA) administers the defined contribution plan officially titled the FRS Investment Plan. The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Annual Comprehensive Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the defined benefit pension plan. City employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class, as the Pension Plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.04 percent of payroll and by forfeited benefits of plan members.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – RETIREMENT PLANS (CONTINUED)

C. Investment Plan (Continued)

Allocations to the investment member's accounts during the 2023-2024 fiscal year, as established by Section 121.72, Florida Statutes, are based on a percentage of gross compensation, by class, as follows:

Membership Class	Percentage of Gross Compensation
FRS Regular	11.30%
FRS Senior Manager Service	12.67%
FRS Special Risk	19.00%
FRS Elected Officers' Class (County)	16.34%

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the Pension Plan is transferred to the Investment Plan, the member must have the years of service required for Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Non-vested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five- year period, the employee will regain control over the account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended September 30, 2024, the information for the number of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the City.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump- sum distribution, leave the funds invested for future distribution, or elect any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the Pension Plan, or the member may remain in the Investment Plan and rely upon that account balance for retirement income.

The Investment Plan pension expense for the City totaled \$181,237 for the fiscal year ended September 30, 2024. On September 30, 2024, the City has no outstanding contributions to the Investment Plan required for the fiscal year ended September 30, 2024.

NOTE 12 – RELATIONSHIP WITH THE COUNTY

In November 6, 1956, the Florida Legislature adopted the Miami-Dade County Home Rule for a general election to amend the Florida State Constitution designed to provide a centralized form of government to the County of Miami-Dade (the "County"). The County is, in effect, a municipality with governmental powers effective with 34 cities, towns and villages in the County, including the City, and the unincorporated areas. The County does not displace or replace cities but can supplement them. The County can take over particular services of the City's operations if (1) the services fall below minimum standards set by the County Commission or (2) with the consent of the governing body of the City.

Since the inception of the City, the County has assumed responsibility for a number of functions, including county-wide police services, complementing county-wide fire protection; consolidated two-tier court systems; creation of the various surface transportation programs; installation of a central traffic control computer system; merging public transportation systems into a county system; and centralization of the property appraiser and tax collector functions.

In addition to county-wide services provided by Miami-Dade County in the City, the City has a Memorandums of Understanding (MOU), with the County to provide waste collection services and water utility billing services. The MOU dated February 17, 2017, for waste collection and waste hauler services was agreed after the City's vendor provided notification that they would no longer provide those services.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 12 – RELATIONSHIP WITH THE COUNTY (CONTINUED)

The MOU for transitioning water utility billing services, collection services and meter replacements city-wide to Miami-Dade County Water & Sewer Department was agreed to on August 4, 2017. Since the agreement Miami-Dade County began the utility billing of the City's customers along with the installation, replacement, and repair of almost 6,000 water meters which currently represents an estimated cost ranging from approximately \$1.5 million to \$2.2 million to the County per the agreement. However as of September 30, 2021, approximately \$2.5 million is recognized as capitalized meter replacements with the corresponding liability associated with the cost of the meters.

A majority of the utility customer accounts have successfully transitioned to Miami-Dade County with the customers receiving the Miami-Dade County bills and now having the ability to visit the Miami-Dade County Customer Services Center located in the City Hall at 780 Fisherman Street in Opa-Locka.

NOTE 13 – COMMITMENTS AND CONTINGENCIES

Water Supply and Sewer Services Contract

In February 1985, the City entered into an agreement with Miami-Dade Water and Sewer Department (WASD) for the purpose of providing to the City all of its potable water supply and sewer services for a period of thirty (30) years subject to termination at any time by operation of law or by mutual consent of the City and WASD. For the fiscal year ended September 30, 2024, the City purchased water and sewer services totaling \$5,624,848 from the WASD under the terms of this agreement.

Threatened Litigation, Claims and Assessments

The City is involved in litigation and additional claims have been asserted against the City which are being handled by the City Attorney's office, in addition to third party attorneys. A number of cases remain outstanding. In some cases, the City anticipates that its insurance carrier will cover the damages. In the opinion of management and based on the advice of the City's Attorney, the outcome of some of these actions is not yet known. However, provision for liability has been accrued on the statements of net position and results of operations of the City for those cases where an unfavorable outcome is known.

As of the balance sheet date, the City has recognized a liability of \$3,000,000 in a judgment against the City involving a legal dispute with a contractor. The legal liability (accounts payable) was recorded in the government-wide governmental activities and the governmental fund level financial statements.

Additionally, as of the balance sheet date, the City has recognized a liability of \$1,000,000 in a judgment against the City involving a class action lawsuit related to utility billing calculation errors. The legal contingency was recorded in the government-wide business-type activities and the enterprise fund level financial statements.

Contingencies

The City participates in a number of Federal and State grant programs in accordance with the provisions of the Uniform Guidance and the Florida Single Audit Act.

Pursuant to those provisions, financial assistance programs were tested for compliance with applicable grant requirements. These programs may be subjected to financial and compliance audits by the grantors or their representatives. The possible disallowance of any item charged to the program or request for the return of already collected funds may be requested by the grantor agency. In the opinion of management, future disallowances, if any, of grant program expenditures would not have a material adverse effect on the financial condition of the City.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 14 – OTHER POST-EMPLOYMENT BENEFITS (OPEB)

Pursuant to Section 112.081, Florida Statutes, the City is required to permit eligible retirees and their eligible dependents to participate in the City's health insurance program at a cost to the retiree that is no greater than the cost at which the coverage is available for active employees. The City does not provide retirees with any subsidy for this benefit, however because the insurance carrier charges the same monthly rate for health insurance regardless of age, an implied monthly subsidy of \$250 for each of the retiree and his spouse has been assumed at age 60 for the 2023/24 fiscal year; at other ages, the implied subsidy was developed based on the age-related morbidity assumption and, for other fiscal years, the implied subsidy was increased in accordance with the healthcare cost trend rates. The healthcare cost trend rates: costs are assumed to be 7.00% for the 2023/24 fiscal year graded down by 1.00% per year to 5.00% for the 2027/28 and later fiscal years.

The City has a single-employer defined benefit health care plan where all of its employees can participate except part-time employees and full-time employees who either resign or are terminated. The City is authorized to establish and amend benefit levels, subject to minimum requirements set forth by Florida Statutes, and to approve the actuarial assumptions used in the determination of contribution levels. The plan does not issue a separate financial report.

Benefits Provided

The OPEB Plan provides healthcare insurance benefits for retirees and their dependents.

Funding Policy

The City's funding policy is to pay post-retirement medical benefits from general funds. A trust has not been established to pre-fund these benefits (pay as you go basis.)

Plan Membership

On October 1, 2023, the date of the latest actuarial valuation, plan participation consisted of the following:

Active plan members	131
	<u>131</u>

Total OPEB Liability

The City's total OPEB liability of \$248,908 was measured as of September 30, 2024 and was determined by an actuarial valuation as of October 1, 2023.

Actuarial Assumptions and Other Inputs

Valuation Date:	October 1, 2023
Measurement Date:	September 30, 2024
Roll-forward Disclosure	The Total OPEB Liability was rolled forward from the valuation date to the measurement date using standard actuarial techniques.

Methods and Assumptions Used to Determine Total OPEB Liability:

Actuarial Cost Method	Entry Age
Normal Discount Rate	4.06%
Salary Increases	3% per annum
Cost-of-living increases	Retiree contributions, health insurance premiums, and the implied subsidy have been assumed to increase in accordance with the healthcare cost trend rates.
Healthcare cost trend rates	Increases in healthcare costs are assumed to be 7.00% for the 2023/24 fiscal year graded down by 0.50% per year to 5.00% for the 2027/28 and later fiscal years.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 14 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (CONTINUED)

Actuarial Assumptions and Other Inputs (Continued)

Methods and Assumptions Used to Determine Total OPEB Liability: (Continued)

Age-related morbidity	Healthcare costs are assumed to increase at the rate of 3.50% for each year of age.
Implied health subsidy	Because the insurance carrier charges the same monthly rate for health insurance regardless of age, an implied monthly subsidy of \$250.00 for each of the retiree and his spouse has been assumed at age 60 for the 2023/24 fiscal year; at other ages, the implied subsidy was developed based on the age-related morbidity assumption and, for other fiscal years, the implied subsidy was increased in accordance with the healthcare cost trend rates.
Mortality basis	Sex-distinct rates set forth in the PUB-2010 Mortality Table (without income adjustments) for general and public safety employees, with full generational improvements in mortality using Scale MP-2020
Retirement	With respect to public safety employees hired prior to July 1, 2011, retirement is assumed to occur at the earlier of any age with 25 years of service or age 55 with six years of service; with respect to public safety employees hired after June 30, 2011, retirement is assumed to occur at the earlier of any age with 30 years of service or age 60 with eight years of service; with respect to general employees hired prior to July 1, 2011, retirement is assumed to occur at the earlier of any age with 30 years of service or at age 62 with six years of service; with respect to general employees hired after June 30, 2011, retirement is assumed to occur at the earlier of any age with 33 years of service or at age 65 with eight years of service
Other decrements	Assumed employment termination is based on the Scale 155 table; assumed disability is based on the Wyatt 1985 Disability Study (Class 4 rates were used for public safety employees and Class 1 rates were used for general employees).
Health coverage election	25% of eligible employees are assumed to elect medical coverage in accordance with their current coverage election upon retirement or disability; coverage is assumed to end upon the attainment of age 65.
COBRA	Future healthcare coverage provided solely pursuant to COBRA was not included in the OPEB valuation; because the COBRA premium is determined periodically based on plan experience, the COBRA premium to be paid by the participant is assumed to fully cover the cost of providing healthcare coverage during the relevant period.
Changes	Since the prior measurement date, the discount rate decreased from 4.91% per annum to 4.06% per annum and the implied subsidy at age 60 for the 2023/24 fiscal year increased from \$268.75 per individual to \$250.00 per individual.

Retiree contributions, health insurance premiums, and the implied subsidy have been assumed to increase in accordance with the healthcare cost trend rate.

The Plan is unfunded as such no projection of Fiduciary Net Position is required. Demographic assumptions mirror those used for the Florida Retirement System pension plans. The discount rate used to determine the liabilities under GASB 75 is based on the return on the S&P Municipal Bond 20-year High Grade Index as of the measurement date. The discount rate is 4.06% per annum.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 14 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (CONTINUED)

Actuarial Assumptions and Other Inputs (Continued)

Changes in the total OPEB liability for the fiscal year ended September 30, 2024, were as follows:

Balance at September 30, 2023		\$ 230,767
<i>Changes for the year</i>		
Service cost	21,174	
Expected interest growth	10,014	
Differences between expected and actual experience	(671)	
Changes in assumptions	(1,684)	
Benefit payments and refunds	<u>(10,692)</u>	
Total actual changes		18,141
Total Ending OPEB Liability – September 30, 2024		<u>\$ 248,908</u>

Sensitivity of the total OPEB liability to changes in the discount rate:

Regarding the sensitivity of the total OPEB liability to changes in the discount rate, the following presents the plan's total OPEB liability, calculated using a discount rate of 4.06%, as well as what the plan's total OPEB liability would be if it were calculated using a discount rate that is one percent lower or one percent higher:

	1% Decrease 3.06%	Current Discount Rate 4.06%	1% Increase 5.06%
Total OPEB Liability	\$ 272,208	\$ 248,908	\$ 228,267

Sensitivity of the total OPEB liability to the healthcare cost trend rate:

The following table illustrates the impact of healthcare cost trend sensitivity on the Total OPEB Liability for fiscal year ended September 30, 2024.

	1% Decrease	Medical Trend 7.00% graded down to 5.00%	1% Increase
Total OPEB Liability	\$ 221,607	\$ 248,908	\$ 281,093

For the fiscal year ended September 30, 2024, the City recognized OPEB income of \$4,206. On September 30, 2024, the City reported deferred outflows and inflows of resources related to OPEB as follows:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Demographic experience	\$ -	\$ 77,920
Assumption changes	<u>31,360</u>	<u>86,525</u>
Total	<u>\$ 31,360</u>	<u>\$ 164,445</u>

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 14 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (CONTINUED)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ended		
September 30,		
2025	\$	24,702
2026		24,702
2027		24,702
2028		24,738
2029		22,565
Thereafter		11,676
	\$	<u>133,085</u>

NOTE 15 – DEFERRED COMPENSATION PLAN

The City offers its employees a deferred compensation plan (the "Plan"), which is administered by two administrators. The portion of the plan administered by the International City Management Association Retirement Corporation ("ICMA") was created in accordance with Internal Revenue Code Section 457 (a qualified plan). The other portion constitutes a nonqualified plan benefit and is administered by the Life Insurance Company of Southwest. The Plan, available to all City employees, permits them to defer a portion of their salary until future years. Participation in this plan is optional. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency.

All assets and income of the Plan are held in trust for the exclusive benefits of the participants. The City makes no investment decisions and has no fiduciary responsibilities regarding the Plan; therefore, the assets and liabilities of the Plan are not included in the City's financial statements as September 30, 2024. The City is not required to make employer contributions.

NOTE 16 – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which the City carries commercial insurance. The City has not had a significant reduction in insurance coverage from coverage in the prior year by major categories of risk and settled claims have not exceeded the City's retention and excess coverage in force for each of the past three years.

NOTE 17 – STATE AND LOCAL AGREEMENT

On June 1, 2016, the City of Opa-locka City Commission adopted a Resolution to request a declaration that the City is in a state of financial emergency to seek the appointment of a financial emergency board and other assistance pursuant to section 218.503(1), Florida Statutes. The State of Florida, Office of the Governor, issued Executive Order 16-135, signed by then Florida Governor Rick Scott.

On June 8, 2016, the City entered into a State and Local Agreement of Cooperation between the Governor as a result of being in a state of financial emergency. The State implemented measures to resolve the financial emergency, the City's cooperation with the Governor to resolve the financial emergency and the Governor to designate the Office of the Chief Inspector General ("Governor's Designee") to serve as the lead entity responsible for coordinating the Governor's efforts in providing intervention and assistance to the City.

One element of exiting from a state of financial emergency is the development of a Five-Year Recovery Plan by the City, demonstrating the City's ability to satisfy the requirements necessary for restoration of the City's fiscal integrity. The most recent Five-Year Recovery Plan was submitted by the City during March 2025 and is currently under review.

CITY OF OPA LOCKA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 18 – PRIOR PERIOD ADJUSTMENT

During the fiscal year ended September 30, 2024, the opening net position of the Government-Wide Governmental Activities and the opening fund balance of the People's Transportation Tax Fund were restated. The error was due to duplicate payments made to a vendor for services rendered in the fiscal year 2023. The effect of the error on the fiscal year 2023 financial statements at the governmental fund level affects the line items of cash and capital outlay in the People's Transportation Tax Fund. The effect to the government-wide governmental activities is an understatement of cash and overstatement of transportation expenses. A summary of the changes to net position and fund balance is as follows:

	Government-Wide Governmental Activities
Net position, beginning, as previously reported	\$ 35,714,595
Correction for duplicate expenditure	11,239
Net position, beginning, as restated	<u>\$ 35,725,834</u>
	Fund Financial Statement
	People's Transportation Tax Fund
Fund balance - beginning, as previously reported	\$ (3,114,166)
Correction for duplicate expenditure	11,239
Fund balance - beginning, as restated	<u>\$ (3,102,927)</u>

NOTE 19 – SUBSEQUENT EVENT

The City was involved in a lawsuit filed by a Vendor who provided services to the City. As a result of litigation, the final mandate was issued on October 21, 2024 resulting in a \$3,000,000 judgement against the City. Subsequent to the mandate, the City entered into a Settlement Agreement for the above amount plus related interest in the amount of \$272,465. Payment was satisfied on December 3, 2024. As a result, the City accrued for the \$3,000,000 judgement as a liability (accounts payable) and expenditure for the fiscal year ended September 30, 2024 in the General Fund and governmental activities.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF OPA-LOCKA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget - Favorable (Unfavorable)
	Original	Final		
Revenues:				
Property taxes	\$ 13,749,780	\$ 13,749,780	\$ 14,012,312	\$ 262,532
Utility taxes	90,640	90,640	92,878	2,238
Local business taxes	226,450	226,450	317,687	91,237
Franchise fees	2,430,707	2,430,707	2,597,764	167,057
Permits and fees	1,156,487	1,156,487	1,256,899	100,412
Intergovernmental	2,204,005	2,085,518	432,726	(1,652,792)
Charges for services	949,426	1,467,437	1,483,634	16,197
Fines and forfeitures	3,674,264	3,674,264	3,294,208	(380,056)
Interest	3,090	68,090	372,505	304,415
Other	121,733	271,733	32,089	(239,644)
Total revenues	24,606,582	25,221,106	23,892,702	(1,328,404)
Expenditures:				
General government:				
City commission	107,535	154,785	84,639	70,146
City manager	6,806,966	6,446,354	4,665,826	1,780,528
City clerk	485,482	451,383	320,468	130,915
City attorney	581,500	625,500	473,766	151,734
Finance	1,883,549	1,792,549	1,272,270	520,279
Information technology	1,266,050	964,910	813,041	151,869
Human resources	517,449	584,149	392,871	191,278
Building licenses	833,505	865,505	715,672	149,833
Housing and social services	-	47,911	-	47,911
Community development	1,537,781	1,407,681	597,251	810,430
Town center	805,533	1,002,555	252,276	750,279
Risk management	2,699,840	2,897,209	3,419,816	(522,607)
Total general government	17,525,190	17,240,491	13,007,896	4,232,595
Public safety:				
Police	8,848,523	9,664,923	8,985,271	679,652
Code enforcement	657,489	634,489	520,040	114,449
Total public safety	9,506,012	10,299,412	9,505,311	794,101
Public works:				
Administration	539,301	482,301	442,706	39,595
Sanitation	166,316	143,116	107,490	35,626
Street maintenance	527,726	565,406	486,781	78,625
Building maintenance	1,519,405	1,726,805	1,574,560	152,245
Vehicle maintenance	620,446	620,446	477,560	142,886
Total public works	3,373,194	3,538,074	3,089,097	448,977
Parks and recreation	1,803,256	1,823,167	1,003,265	819,902
Capital outlay	11,997,429	13,232,204	2,291,973	10,940,231
Debt service				
Principal	-	-	416,679	(416,679)
Interest	-	-	104,927	(104,927)
Total expenditures	44,205,081	46,133,348	29,419,148	16,714,200
Excess (deficiency) of revenues over expenditures	(19,598,499)	(20,912,242)	(5,526,446)	15,385,796

See notes to budgetary comparison schedule

CITY OF OPA-LOCKA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget - Favorable (Unfavorable)
	Original	Final		
Other financing sources (uses):				
Issuance of long term debt	2,666,224	2,666,224	-	2,666,224
Issuance of debt - lease	1,400,000	1,400,000	547,366	852,634
Insurance reimbursements	60,258	75,258	23,238	52,020
Transfers in	11,480,709	12,409,586	3,530,922	8,878,664
Transfers out	(6,818,446)	(7,419,990)	(864,265)	(6,555,725)
Total other financing sources (uses)	<u>8,788,745</u>	<u>9,131,078</u>	<u>3,237,261</u>	<u>5,893,817</u>
Net change in fund balance	<u>\$ 8,788,745</u>	<u>\$ 9,131,078</u>	(2,289,185)	<u>\$ 5,893,817</u>
Fund balance, beginning			10,928,295	
Fund balance, ending			<u>\$ 8,639,110</u>	

See notes to budgetary comparison schedule

CITY OF OPA-LOCKA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - AMERICAN RESCUE PLAN ACT FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget - Favorable (Unfavorable)
	Original	Final		
Revenues:				
Intergovernmental	\$ -	\$ -	\$ 411,135	\$ 411,135
Interest	50,000	300,000	23,044	(276,956)
Total revenues	50,000	300,000	434,179	134,179
Expenditures:				
Current:				
General government	523,062	265,764	363,592	(97,828)
Total expenditures	523,062	265,764	363,592	(97,828)
Excess (deficiency) of revenues over expenditures	(473,062)	34,236	70,587	36,351
Other financing sources (uses):				
Transfers out	(6,491,500)	(6,786,775)	(49,900)	6,736,875
Total other financing sources (uses)	(6,491,500)	(6,786,775)	(49,900)	6,736,875
Net changes in fund balance	<u>\$ (6,964,562)</u>	<u>\$ 34,236</u>	20,687	<u>\$ 36,351</u>
Fund balance, beginning			84,737	
Fund balance, ending			<u>\$ 105,424</u>	

See notes to budgetary comparison schedules

CITY OF OPA-LOCKA, FLORIDA
NOTES TO BUDGETARY SCHEDULE
REQUIRED SUPPLEMENTARY INFORMATION
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – BUDGETS AND BUDGETARY ACCOUNTING

Chapter 166, Florida Statutes, requires that all municipalities prepare, approve, adopt, and execute an annual budget for funds as may be required by law or by sound financial practices and generally accepted accounting principles. The budgets control the levy and the expenditure of money for City purposes in the ensuing fiscal year. The budgeting process is based on estimates of revenues and expenditures. The City budgets are prepared on a modified-accrual basis or accrual basis of accounting in accordance with generally accepted accounting principles.

The City follows these procedures in establishing the budgetary data reflected in the financial statements.

1. Prior to August 1, the City Manager submits to the City Commission a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. Prior to October 1, the budget is legally enacted through passage of an ordinance.
4. Budgetary control is maintained at the departmental and fund level, with the finance department providing support to departments in the administration of their budgets. In accordance with the City's budget transfer policy, the City Manager is authorized to transfer budgeted amounts within any fund or functions; however, any supplemental appropriations or revisions that amend the total expenditure of any fund must be approved by the City Commission. The City had supplemental appropriations for the general fund. The City also maintains an encumbrance accounting system as one technique of accomplishing budgetary control. Encumbrances outstanding at the balance sheet date are canceled.
5. Annual operating budgets are legally adopted for the General and Capital Improvements Debt Service Funds. All budgets are on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control is the department level for the general fund. This is the level at which expenditures may not exceed appropriations.
6. All annual appropriations lapse at fiscal year-end.

NOTE 2 – BUDGETARY EXPENDITURES IN EXCESS OF APPROPRIATIONS

For the fiscal year ended September 30, 2024, expenditures exceeded appropriations in the following:

General Fund

Debt service	\$ 521,606
Risk management	522,607

These unfavorable variances were caused by unbudgeted costs related to unforeseen circumstances and occurrences during the year and were covered by revenues in excess of budget and unassigned fund balance.

CITY OF OPA-LOCKA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE CITY'S PROPORTIONATE SHARE
OF NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM PENSION PLAN (FRS)

<u>June 30,</u>		<u>2024</u>		<u>2023</u>		<u>2022</u>		<u>2021</u>		<u>2020</u>		<u>2019</u>		<u>2018</u>		<u>2017</u>		<u>2016</u>
City's proportion of the FRS net pension liability		0.0322%		0.0254%		0.0222%		0.0240%		0.0237%		0.0231%		0.0266%		0.0259%		0.0343%
City's proportionate share of the FRS net pension liability	\$	12,468,333	\$	10,107,192	\$	8,244,333	\$	1,815,871	\$	10,282,978	\$	7,949,247	\$	8,031,493	\$	7,654,405	\$	8,653,259
City's covered payroll	\$	12,673,383	\$	9,492,141	\$	8,089,202	\$	7,450,828	\$	7,046,100	\$	6,672,105	\$	7,215,167	\$	6,227,058	\$	8,360,620
City's proportionate share of the FRS net pension liability as a percentage of its covered payroll		98.38%		106.48%		101.92%		24.37%		145.94%		119.14%		111.31%		122.92%		103.50%
FRS Plan fiduciary net position as a percentage of the total pension liability		83.70%		82.38%		82.89%		96.40%		78.85%		82.61%		84.26%		83.89%		84.88%

These schedules are presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend has been compiled, information is presented only for the years for which the required supplementary information is available.

CITY OF OPA-LOCKA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE CITY'S CONTRIBUTIONS -
FLORIDA RETIREMENT SYSTEM PENSION PLAN (FRS)

<u>September 30,</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Contractually required FRS contribution	\$ 1,825,104	\$ 1,220,225	\$ 945,496	\$ 1,125,873	\$ 1,012,564	\$ 896,903	\$ 926,137	\$ 852,437	\$ 983,512
FRS contribution in relation to the contractually required contribution	<u>(1,825,104)</u>	<u>(1,220,225)</u>	<u>(945,496)</u>	<u>(1,125,873)</u>	<u>(1,012,564)</u>	<u>(896,903)</u>	<u>(926,137)</u>	<u>(852,437)</u>	<u>(983,512)</u>
FRS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City's covered payroll	\$ 12,647,282	\$ 10,428,422	\$ 8,328,793	\$ 8,364,656	\$ 7,392,538	\$ 6,716,687	\$ 7,134,236	\$ 6,394,032	\$ 7,395,338
FRS contribution as a percentage of covered payroll	14.43%	11.70%	11.35%	13.46%	13.70%	13.35%	12.98%	13.33%	13.30%

These schedules are presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend has been compiled, information is presented only for the years for which the required supplementary information is available.

CITY OF OPA-LOCKA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE CITY'S PROPORTIONATE SHARE
OF NET PENSION LIABILITY
HEALTH INSURANCE SUBSIDY PENSION PLAN (HIS)

<u>June 30,</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
City's proportion of the HIS net pension liability	0.0299%	0.0236%	0.0197%	0.0210%	0.0198%	0.0198%	0.0216%	0.0195%	0.0270%
City's proportionate share of the HIS net pension liability	\$ 4,483,826	\$ 3,751,661	\$ 2,090,370	\$ 2,581,639	\$ 2,468,863	\$ 2,211,518	\$ 2,282,255	\$ 2,082,612	\$ 3,144,569
City's covered payroll	\$ 12,673,383	\$ 9,492,141	\$ 8,089,202	\$ 7,450,828	\$ 7,046,100	\$ 6,672,105	\$ 7,215,167	\$ 6,227,058	\$ 8,360,620
City's proportionate share of the HIS net pension liability as a percentage of its covered payroll	35.38%	39.52%	25.84%	34.65%	35.04%	33.15%	31.63%	33.44%	37.61%
HIS Plan fiduciary net position as a percentage of the total pension liability	4.80%	4.12%	4.81%	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%

These schedules are presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend has been compiled, information is presented only for the years for which the required supplementary information is available.

CITY OF OPA-LOCKA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE CITY'S CONTRIBUTIONS -
HEALTH INSURANCE SUBSIDY PENSION PLAN (HIS)

<u>September 30,</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Contractually required HIS contribution	\$ 253,059	\$ 155,397	\$ 119,420	\$ 167,293	\$ 148,301	\$ 135,611	\$ 141,785	\$ 129,528	\$ 161,304
HIS contribution in relation to the contractually required contribution	<u>(253,059)</u>	<u>(155,397)</u>	<u>(119,420)</u>	<u>(167,293)</u>	<u>(148,301)</u>	<u>(135,611)</u>	<u>(141,785)</u>	<u>(129,528)</u>	<u>(161,304)</u>
HIS contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's covered payroll	\$ 12,647,282	\$ 10,428,422	\$ 8,328,793	\$ 8,364,656	\$ 7,392,538	\$ 6,716,687	\$ 7,134,236	\$ 6,394,032	\$ 7,395,338
HIS contribution as a percentage of covered payroll	2.00%	1.49%	1.43%	2.00%	2.01%	2.02%	1.99%	2.03%	2.18%

These schedules are presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend has been compiled, information is presented only for the years for which the required supplementary information is available.

CITY OF OPA-LOCKA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE CITY'S TOTAL OTHER POST-EMPLOYMENT BENEFITS
LIABILITY AND RELATED RATIOS

Fiscal Year:	<u>9/30/2024</u>	<u>9/30/2023</u>	<u>9/30/2022</u>	<u>9/30/2021</u>	<u>9/30/2020</u>	<u>9/30/2019</u>	<u>9/30/2018</u>
Total OPEB liability:							
Service cost	\$ 21,174	\$ 14,217	\$ 12,426	\$ 23,112	\$ 24,367	\$ 28,827	\$ 28,528
Interest	10,014	9,668	15,584	7,849	8,521	13,113	12,155
Differences between expected and actual experience	(671)	(2,450)	(49,860)	-	(109,357)	-	-
Assumption changes	(1,684)	31,957	(100,633)	(9,223)	9,388	2,184	-
Benefit payments	<u>(10,692)</u>	<u>(10,502)</u>	<u>(7,754)</u>	<u>(6,995)</u>	<u>(6,655)</u>	<u>(8,887)</u>	<u>(8,331)</u>
Net change in total OPEB liability	18,141	42,890	(130,237)	14,743	(73,736)	35,237	32,352
Total OPEB liability-beginning	<u>230,767</u>	<u>187,877</u>	<u>318,114</u>	<u>303,371</u>	<u>377,107</u>	<u>341,870</u>	<u>309,518</u>
Total OPEB liability-ending	<u>\$ 248,908</u>	<u>\$ 230,767</u>	<u>\$ 187,877</u>	<u>\$ 318,114</u>	<u>\$ 303,371</u>	<u>\$ 377,107</u>	<u>\$ 341,870</u>
Covered-employee payroll	\$ 7,533,293	\$ 5,100,664	\$ 8,328,792	\$ 8,364,656	\$ 7,392,538	\$ 6,716,687	\$ 7,134,236
Total OPEB liability as a percentage of covered-employee payroll	3.30%	4.52%	2.26%	3.80%	4.10%	5.61%	4.79%

Notes to schedule

1. Changes of assumptions - Discount rate was changed as follows:

<u>Discount Rate</u>	
9/30/2018	3.64%
9/30/2019	3.58%
9/30/2020	2.14%
9/30/2021	2.43%
9/30/2022	4.77%
9/30/2023	4.77%
9/30/2024	4.06%

2. These schedules are presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend has been compiled, information is presented only for the years for which the required supplementary information is available.

**COMBINING AND INDIVIDUAL FUND
STATEMENTS AND SCHEDULES**

CITY OF OPA-LOCKA, FLORIDA
COMBINING BALANCE SHEET
NON-MAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	Law Enforcement	People's Transportation Tax Fund	Community Redevelopment Agency	Total Non-major Governmental Funds
<u>ASSETS</u>				
Cash	\$ 399,591	\$ 89,125	\$ 5,024,759	\$ 5,513,475
Accounts receivable, net	-	67,442	-	67,442
Due from other funds	6,662	-	10,000	16,662
Advances to other funds	263,022	1,444,847	583,469	2,291,338
Total assets	<u>\$ 669,275</u>	<u>\$ 1,601,414</u>	<u>\$ 5,618,228</u>	<u>\$ 7,888,917</u>
<u>LIABILITIES</u>				
Liabilities:				
Accounts payable and accrued liabilities	\$ 58,410	\$ 32,594	\$ 111,285	\$ 202,289
Due to other funds	17,924	259,520	72,359	349,803
Advances from other funds	173,072	4,376,129	325,524	4,874,725
Total liabilities	<u>249,406</u>	<u>4,668,243</u>	<u>509,168</u>	<u>5,426,817</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>				
Unavailable revenue	-	67,442	-	67,442
Total deferred inflows of resources	<u>-</u>	<u>67,442</u>	<u>-</u>	<u>67,442</u>
<u>FUND BALANCES</u>				
Nonspendable:				
Advances to other funds	263,022	1,444,847	583,469	2,291,338
Restricted:				
CRA	-	-	4,525,591	4,525,591
Public safety	156,847	-	-	156,847
Unassigned	-	(4,579,118)	-	(4,579,118)
Total fund balances	<u>419,869</u>	<u>(3,134,271)</u>	<u>5,109,060</u>	<u>2,394,658</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 669,275</u>	<u>\$ 1,601,414</u>	<u>\$ 5,618,228</u>	<u>\$ 7,888,917</u>

CITY OF OPA-LOCKA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NON-MAJOR GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Law Enforcement	People's Transportation Tax Fund	Community Redevelopment Agency	Total Non-major Governmental Funds
Revenues:				
Property taxes	\$ -	\$ -	\$ 2,256,685	\$ 2,256,685
Intergovernmental	3,481	186,118	-	189,599
Interest	20,935	-	218,728	239,663
Total revenues	<u>24,416</u>	<u>186,118</u>	<u>2,475,413</u>	<u>2,685,947</u>
Expenditures:				
Current:				
General government	-	-	1,019,638	1,019,638
Transportation	-	217,462	-	217,462
Public safety	238,030	-	-	238,030
Capital outlay	10,044	-	1,130,755	1,140,799
Total expenditures	<u>248,074</u>	<u>217,462</u>	<u>2,150,393</u>	<u>2,615,929</u>
Net change in fund balances	(223,658)	(31,344)	325,020	70,018
Fund balance, beginning	<u>643,527</u>	<u>(3,114,166)</u>	<u>4,784,040</u>	<u>2,313,401</u>
Prior period adjustment (see Note 18)	<u>-</u>	<u>11,239</u>	<u>-</u>	<u>11,239</u>
Fund balance, beginning - as restated	<u>643,527</u>	<u>(3,102,927)</u>	<u>4,784,040</u>	<u>2,324,640</u>
Fund balance, ending	<u>\$ 419,869</u>	<u>\$ (3,134,271)</u>	<u>\$ 5,109,060</u>	<u>\$ 2,394,658</u>

CITY OF OPA-LOCKA, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LAW ENFORCEMENT FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Favorable (Unfavorable)
	Original	Final	Actual	
Revenues:				
Intergovernmental	\$ 252,500	\$ 252,500	\$ 3,481	\$ (249,019)
Interest	-	10,000	20,935	10,935
Total revenues	<u>252,500</u>	<u>262,500</u>	<u>24,416</u>	<u>(238,084)</u>
Expenditures:				
Current:				
Public safety	<u>424,761</u>	<u>646,761</u>	<u>248,074</u>	<u>398,687</u>
Total expenditures	<u>424,761</u>	<u>646,761</u>	<u>248,074</u>	<u>398,687</u>
Net changes in fund balance	<u>\$ (172,261)</u>	<u>\$ (384,261)</u>	(223,658)	<u>\$ 160,603</u>
Fund balance, beginning			<u>643,527</u>	
Fund balance, ending			<u>\$ 419,869</u>	

CITY OF OPA-LOCKA, FLORIDA
BUDGETARY COMPARISON SCHEDULE
PEOPLE'S TRANSPORTATION TAX FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget - Favorable (Unfavorable)
	Original	Final		
Revenues:				
Intergovernmental	\$ 1,275,000	\$ 1,275,000	\$ 186,118	\$ (1,088,882)
Total revenues	<u>1,275,000</u>	<u>1,275,000</u>	<u>186,118</u>	<u>(1,088,882)</u>
Expenditures:				
Current:				
Transportation	700,000	700,000	217,462	482,538
Capital outlay	<u>800,000</u>	<u>439,500</u>	<u>-</u>	<u>439,500</u>
Total expenditures	<u>1,500,000</u>	<u>1,139,500</u>	<u>217,462</u>	<u>922,038</u>
Net changes in fund balance	<u>\$ (225,000)</u>	<u>\$ 135,500</u>	(31,344)	<u>\$ (166,844)</u>
Fund balance, beginning			<u>(3,114,166)</u>	
Prior period adjustment (see Note 18)			<u>11,239</u>	
Fund balance, beginning - as restated			<u>(3,102,927)</u>	
Fund balance, ending			<u><u>\$ (3,134,271)</u></u>	

CITY OF OPA-LOCKA, FLORIDA
BUDGETARY COMPARISON SCHEDULE
COMMUNITY REDEVELOPMENT AGENCY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget - Favorable (Unfavorable)
	Original	Final		
Revenues:				
Property taxes	\$ 2,256,685	\$ 2,256,685	\$ 2,256,685	\$ -
Interest	-	-	218,728	218,728
Other	50,000	50,000	-	(50,000)
Total revenues	<u>2,306,685</u>	<u>2,306,685</u>	<u>2,475,413</u>	<u>168,728</u>
Expenditures:				
Current:				
General government	2,710,659	2,710,659	1,019,638	1,691,021
Capital outlay	<u>1,750,000</u>	<u>1,750,000</u>	<u>1,130,755</u>	<u>619,245</u>
Total expenditures	<u>2,710,659</u>	<u>4,460,659</u>	<u>2,150,393</u>	<u>2,310,266</u>
Net changes in fund balance	<u>\$ (403,974)</u>	<u>\$ (2,153,974)</u>	325,020	<u>\$ 2,478,994</u>
Fund balance, beginning			<u>4,784,040</u>	
Fund balance, ending			<u>\$ 5,109,060</u>	

CITY OF OPA-LOCKA, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CAPITAL IMPROVEMENT DEBT SERVICE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Favorable (Unfavorable)
	Original	Final	Actual	
Revenues:				
Taxes	\$ 2,291,750	\$ 2,291,750	\$ 2,443,858	\$ 152,108
Intergovernmental	2,703,750	2,703,750	2,560,744	(143,006)
Interest	200	120,200	145,687	25,487
Total revenues	<u>4,995,700</u>	<u>5,115,700</u>	<u>5,150,289</u>	<u>34,589</u>
Expenditures:				
Debt service:				
Principal	1,050,262	1,068,262	1,022,992	45,270
Interest and other fiscal charges	<u>300,860</u>	<u>300,870</u>	<u>215,575</u>	<u>85,295</u>
Total expenditures	<u>1,351,122</u>	<u>1,369,132</u>	<u>1,238,567</u>	<u>130,565</u>
Other financing sources (uses):				
Transfers in	144,385	162,385	-	(162,385)
Transfers out	<u>(3,788,963)</u>	<u>(3,908,563)</u>	<u>(2,764,942)</u>	<u>1,143,621</u>
Total other financing sources (uses)	<u>(3,644,578)</u>	<u>(3,746,178)</u>	<u>(2,764,942)</u>	<u>981,236</u>
Net changes in fund balance	<u>\$ -</u>	<u>\$ 390</u>	1,146,780	<u>\$ 1,146,390</u>
Fund balance, beginning			<u>4,375,597</u>	
Fund balance, ending			<u>\$ 5,522,377</u>	

See notes to budgetary comparison schedules

CITY OF OPA-LOCKA, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SAFE NEIGHBORHOOD CAPITAL IMPROVEMENT FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Favorable (Unfavorable)
	Original	Final	Actual	
Revenues:				
Local option, use and fuel taxes	\$ 296,000	\$ 296,000	\$ 301,709	\$ 5,709
Intergovernmental	<u>2,321,636</u>	<u>4,175,000</u>	<u>923,017</u>	<u>(3,251,983)</u>
Total revenues	<u>2,617,636</u>	<u>4,471,000</u>	<u>1,224,726</u>	<u>(3,246,274)</u>
Expenditures:				
Current:				
General government	450,000	754,700	491,313	263,387
Transportation	290,000	423,900	141,877	282,023
Capital outlay	<u>8,558,910</u>	<u>10,402,696</u>	<u>2,889,577</u>	<u>7,513,119</u>
Total expenditures	<u>9,298,910</u>	<u>11,581,296</u>	<u>3,522,767</u>	<u>8,058,529</u>
Other financing sources (uses):				
Transfers in	<u>6,681,274</u>	<u>7,110,296</u>	<u>862,101</u>	<u>(6,248,195)</u>
Total other financing sources (uses)	<u>6,681,274</u>	<u>7,110,296</u>	<u>862,101</u>	<u>(6,248,195)</u>
Net changes in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>(1,435,940)</u>	<u>\$ (1,435,940)</u>
Fund balance, beginning			<u>1,419,466</u>	
Fund balance, ending			<u>\$ (16,474)</u>	

COMPLIANCE SECTION

**Independent Auditors' Report on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

To the Honorable Mayor, City Commission and City Manager
City of Opa-Locka, FL

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards*"), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Opa-Locka, Florida (the "City"), as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated July 31, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as items MW2024-001, MW2024-002, MW2024-003, MW2024-004 and MW2024-005 to be material weaknesses.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as items SD2024-006, SD2024-007, SD2024-008 and SD2024-009 to be significant deficiencies.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matter that is required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and questioned costs as item SD2024-006.

City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CBIZ CPAs P.C.

Miami, FL
July 31, 2025

Independent Auditors' Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

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

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited the City of Opa-Locka, Florida (the "City")'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the City's major federal program for the fiscal year ended September 30, 2024. The City's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the fiscal year ended September 30, 2024.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America ("GAAS"); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards*"); and the audit requirements of Title 2 *U.S. Code of Federal Regulations Part 200*, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as item SD2024-010. Our opinion on the major federal program is not modified with respect to this matters.

Government Auditing Standards requires the auditor to perform limited procedures on City's response to the noncompliance finding identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be material weaknesses.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as items SD2024-010 to be significant deficiency.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the internal control over compliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise City's basic financial statements. We issued our report thereon dated July 31, 2025. which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

CBIZ CPAs P.C.

Miami, FL
July 31, 2025

CITY OF OPA-LOCKA, FLORIDA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Federal Grantor, Pass-Through Grantor Federal Program	ALN	Grant Number/ Pass-through Entity Identifying Number	Total Expenditures	Passed Through to Subrecipients
<i>U.S. Department of Justice</i>				
Direct programs:				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	15PBJA-22-GG-00656-MUMU	\$ 3,772	\$ --
<i>Total U.S. Department of Justice</i>			<u>3,772</u>	<u>--</u>
<i>U.S. Department of Transportation</i>				
Direct programs:				
Safe Streets and Roads for All	20.939	693JJ32340235	118,954	--
<i>Total U.S. Department of Transportation</i>			<u>118,954</u>	<u>--</u>
<i>U.S. Department of Treasury</i>				
Direct programs:				
Equitable Sharing	21.016	N/A	37,862	--
Coronavirus State and Local Fiscal Recovery Fund Award	21.027	N/A	411,135	--
Coronavirus State and Local Fiscal Recovery Fund Award	21.027	23.s.aa.900.128	374,500	--
<i>Total Coronavirus State and Local Fiscal Recovery Fund Award</i>			<u>785,635</u>	<u>--</u>
<i>Total U.S. Department of Treasury</i>			<u>823,497</u>	<u>--</u>
Total Expenditures of Federal Awards			<u>\$ 946,223</u>	<u>\$ --</u>

See notes to schedule of expenditures of federal awards.

CITY OF OPA-LOCKA, FLORIDA

NOTES TO SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the "Schedule") presents the expenditure activity of all federal awards of the City of Opa-Locka, Florida (the "City") for the fiscal year ended September 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position/fund balance or cash flows of the City.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 - INDIRECT COST RATE

The City did not elect to use the 10% de minimus indirect cost rate allowed under the Uniform Guidance.

CITY OF OPA-LOCKA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION I – SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued on whether the financial statements audited were prepared in accordance with GAAP: *Unmodified Opinion*

Internal control over financial reporting:

Material weakness(es) identified? X Yes No
Significant deficiency(ies) identified? X Yes None reported

Non-compliance material to financial statements noted? X Yes No

Federal Awards

Internal control over the major federal program:

Material weakness(es) identified? Yes X No
Significant deficiency(ies) identified? X Yes None reported

Type of auditors' report issued on compliance for the major Federal program: *Unmodified Opinion*

Any audit findings disclosed that are required to be reported in accordance with CFR 200.516(a)? X Yes No

Identification of the Major Federal Program:

Assistance Listing No.
21.027

Federal Awards Program
Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B Federal award programs: \$750,000

Auditee qualified as low-risk auditee? Yes X No

CITY OF OPA-LOCKA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS

MW2024-001 SUPPORT FOR BUILDING PERMIT CHARGES (REPEAT FINDING – MW2023-001)

Criteria

Adequate accounting records should be secured and retained as a standard business practice.

Condition

The City was not able to locate support for the sample of twenty-five (25) selections tested during fiscal year 2024. The City was only able to provide a copy of the related building permit invoice. For these twenty-five (25) selections, no information or supporting documentation was provided to the auditor regarding permit fee calculations. As such, CBIZ could not conclude on the performed audit test.

Cause

Inadequate internal controls over recordkeeping of building permit related documents.

Effect

Building permit revenue recorded by the City for the fiscal year could not be accurately recalculated, and the revenue balance may be misstated.

Recommendation

The City should establish adequate internal controls to ensure that all relevant supporting documentation and records that support their account activity and balances for financial reporting and pursuant to Florida statutes record retention policy are maintained.

CITY OF OPA-LOCKA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MATERIAL WEAKNESSES (CONTINUED)

MW2024-001 SUPPORT FOR BUILDING PERMIT CHARGES (REPEAT FINDING – MW2023-001) (CONTINUED)

Views of Responsible Official and Planned Corrective Action

See accompanying Corrective Action Plan.

MW2024-002 FLORIDA AUDITOR GENERAL REPORT FINDINGS (REPEAT FINDING – MW2023-002)

Criteria

Prudent accounting practices include policies, procedures, and controls over the safeguarding, recording, processing, and reporting of the City's financial operations and transactions.

Condition

The Auditor General report dated May 23, 2019, contained 99 findings and related recommendations. During fiscal year 2024, it was noted certain items prescribed in the proposed corrective action plan were addressed; however, as of July 31, 2025, several items remain open.

Cause

There as a lack in prudent accounting practices which include policies, procedures, and controls over the safeguarding, recording, processing, and reporting of the City's financial operations and transactions.

Effect

Lack of prudent accounting practices include policies, procedures, and controls over the safeguarding, recording, processing, and reporting of the City's financial operations and transactions increases the risk of inaccurate financial information and financial reporting errors as well as a increased risk in failure to timely detect loss or misuse of funds.

CITY OF OPA-LOCKA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MATERIAL WEAKNESSES (CONTINUED)

MW2024-002 FLORIDA AUDITOR GENERAL REPORT FINDINGS (REPEAT FINDING – MW2023-002) (CONTINUED)

Recommendation

We recommend that the City designate a member of management take timely action to resolve issues identified or proposed action plans to formally address issues cited as soon as time permits.

View of Responsible Official and Planned Corrective Action

See accompanying corrective action plan.

MW2024-003 STRENGTHEN STAFF RESOURCES IN THE FINANCE AND ACCOUNTING DEPARTMENT (REPEAT FINDING – MW2023-003)

Criteria

The City should have available finance and/or accounting staff members who understand and have experience in the accounting and financial reporting requirements of the governmental industry.

Condition

An initial working trial balance (“WTB”) was received from the City's Finance and Accounting department on May 12, 2025, for the fiscal year ended September 30, 2024. During field work for this audit engagement, thirteen (13) auditor adjustments inclusive of corrections and reclassifications, aggregating to approximately \$3,629,000, were required to correct the original WTB submission. A complete assessment of the skillset and knowledge of the City's team is required to address required daily tasks.

Cause

In performing the City's audits, we noted conditions of personnel turnover as well as a lack of full- time employees who possess the skills, knowledge, and experience in the governmental industry.

CITY OF OPA-LOCKA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MATERIAL WEAKNESSES (CONTINUED)

MW2024-003 STRENGTHEN STAFF RESOURCES IN THE FINANCE AND ACCOUNTING DEPARTMENT (REPEAT FINDING – MW2023-003) (CONTINUED)

Effect

The proposed audit adjustments were recorded by management to correct the financial statements. Due to the staff turnover, a lack of timely and complete financial reporting procedures increases the risk of inaccurate financial information and financial reporting errors that may not be identified in a timely manner, which ultimately delayed the completion of the audit.

Recommendation

We recommend that the City assess the accounting department staffing needs as well as hire an experienced governmental accounting person or trained existing staff member to enhance their skill sets.

View of Responsible Official and Planned Corrective Action

See accompanying corrective action plan.

MW2024-004 RECONCILIATION OF CASH ACCOUNTS (REPEAT FINDING – MW2023-004)

Criteria

Timely preparation of complete and accurate bank reconciliations is a key to maintaining adequate control over both cash receipts and disbursements.

Condition

During the completion of our audit procedure, the auditor noted that the City had not prepared and reviewed several months bank reconciliations for the fiscal year 2024 on a timely basis in accordance with the City's policy.

Cause

Lack of adequate internal control policies over the preparation and review of bank reconciliations to ensure they are prepared and reviewed timely.

CITY OF OPA-LOCKA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MATERIAL WEAKNESSES (CONTINUED)

MW2024-004 RECONCILIATION OF CASH ACCOUNTS (REPEAT FINDING – MW2023-004) (CONTINUED)

Effect

Potential effects of this condition could result in failure to timely detect loss or misuse of funds.

Recommendation

We recommend that the bank reconciliations be reviewed for accuracy and completeness on a timely basis by the someone with the appropriate skill-set identify significant discrepancies. The review should include tests of mechanical accuracy and tracing of items on the reconciliation to the relevant source documents.

View of Responsible Official and Planned Corrective Action

See accompanying corrective action plan.

MW2024-005 TIMELINESS OF RECORDING INDIVIDUAL TRANSACTIONS (REPEAT FINDING – MW2023-005)

Criteria

Prudent accounting practices include policies, procedures and controls over the recording, processing, and reporting of accounting events and transactions.

Condition

An initial working trial balance (“WTB”) was received from the City's Finance and Accounting department on May 12, 2025, for the fiscal year ended September 30, 2024. During field work for this audit engagement, thirteen (13) auditor adjustments inclusive of corrections and reclassifications, aggregating to approximately \$3,629,000, were required to correct the original WTB submission. A complete assessment of the skillset and knowledge of the City's team is required to address required daily tasks.

CITY OF OPA-LOCKA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MATERIAL WEAKNESSES (CONTINUED)

MW2024-005 TIMELINESS OF RECORDING INDIVIDUAL TRANSACTIONS (REPEAT FINDING – MW2023-005) (CONTINUED)

Cause

In performing the City's audits, we noted conditions of personnel turnover as well as a lack of full-time employees who possess the skills, knowledge, and experience in the governmental industry.

Effect

The proposed audit adjustments were recorded by management to correct the financial statements. Due to the staff turnover, a lack of timely and complete financial reporting procedures increases the risk of inaccurate financial information and financial reporting errors that may not be identified in a timely manner, which ultimately delayed the completion of the audit.

Recommendation

We recommend that a designated member of management performs periodic analysis of significant accounts to determine the completeness of account balances and investigate and resolve any issues identified. This practice serves to enforce checks and balances necessary for strong internal controls and accurate financial reporting.

View of Responsible Official and Planned Corrective Action

See accompanying corrective action plan.

SIGNIFICANT DEFICIENCIES

SD2024-006 NON-COMPLIANCE WITH FLORIDA STATUTES (REPEAT FINDING – MW2023-006)

Criteria

Section 218.39(1), Florida Statutes, requires that a local government shall have an annual financial audit of its accounts and records completed within nine (9) months after the end of its fiscal year.

CITY OF OPA-LOCKA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCIES (CONTINUED)

SD2024-006 NON-COMPLIANCE WITH FLORIDA STATUTES (REPEAT FINDING – MW2023-006) (CONTINUED)

Condition

The City did not issue and file the September 30, 2024 financial statements with the Auditor General by June 30, 2025 or the Annual Financial Report (“AFR”) to the Florida Department of Financial Services by June 30, 2025, as required by Florida Statutes.

Cause

The City does not have an established financial statements review preparation policy to ensure all year-end amounts and disclosures as required by the Governmental Accounting Standards Board (“GASB”), are properly and accurately captured and reported in the Financial Statements in a timely manner.

Effect

A lack of completing required closing procedures led to preliminary misstatements to the financial statements and a significant number of adjusting journal entries and reversal entries had to be posted after the commencement of the audit.

Recommendation

The City should ensure that adequate procedures and internal controls are in place to ensure that the Financial Statements are submitted in a timely manner. These controls should include controls requiring the reconciliation of account balances to the appropriate supporting documentation (e.g., general ledger, internal reports, note disclosures, etc.), the use of a disclosure checklist, and adequate training of staff with required accounting and financial reporting standards.

View of Responsible Official and Planned Corrective Action

See accompanying corrective action plan.

CITY OF OPA-LOCKA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCIES (CONTINUED)

SD2024-007 PENSION PLAN REMITTANCE (REPEAT FINDING – SD2023-008)

Criteria

The City participates in a deferred compensation plan as described in Internal Revenue Code section 457. Pursuant to federal regulations participants contributions received by an employer must be remitted to the Plan no later than the 15th business day of the month following the month in which the participant contribution are received by the employer.

Condition

This comment remains relevant as of September 30, 2024. The City failed to remit employee funds in a timely manner as outlined in federal regulations for all 12 months during the fiscal year ended September 30, 2024.

Cause

Failure of the City design and implement adequate controls for timely remittance of employee contribution to the Plan.

Effect

Non-compliance with specific regulations may cause the Plan to become ineligible for the tax benefits of Section 457.

Recommendation

We recommend that the City implement procedures that with ensure full compliance with the Plan documents and federal regulations.

View of Responsible Official and Planned Corrective Action

See accompanying corrective action plan.

CITY OF OPA-LOCKA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCIES (CONTINUED)

SD2024-008 UPGRADE THE ACCOUNTING SYSTEM (REPEAT FINDING – SD2023-009)

Criteria

The financial accounting and reporting system should provide the information management needs to monitor the City's financial condition and make appropriate decisions in a timely basis.

Condition

The software programs used to perform the financial functions and related activity does not have the capability of producing reports that are necessary for management to accurately report on the City's financial position. For example, during our audit, we noted that the City was not able to provide an accounts payable aging report or an alternate report to support the accounts payable balance in the general ledger system.

Cause

The current financial accounting and reporting system does not provide the information management needs to monitor the City's financial condition and make appropriate decisions in a timely manner.

Effect

The lack of a competent financial accounting and reporting system increases the risk of inaccurate financial information and financial reporting errors as well as an increased risk in failure to timely detect loss or misuse of funds.

Recommendation

We recommend that the City conduct an evaluation of the existing financial system and an analysis of projected needs. This evaluation should focus on ensuring that the City's financial systems maximize the productivity of its staff and meet the financial reporting needs of management.

View of Responsible Official and Planned Corrective Action

See accompanying corrective action plan.

CITY OF OPA-LOCKA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCIES (CONTINUED)

SD2024-009 FINANCIAL REPORTING POLICIES AND PROCEDURES MANUAL AND RECONCILIATION OF GENERAL LEDGER ACCOUNTS TO SUPPORTING DOCUMENTS (REPEAT FINDING – SD2023-010)

Criteria

Prudent financial reporting requires accurate and timely reconciliation of general ledger accounts. The existence of a formal policy and procedures manual could assist with the timeliness of reconciling account balances.

Condition

An initial working trial balance (“WTB”) was received from the City's Finance and Accounting department on May 12, 2025, for the fiscal year ended September 30, 2024. During field work for this audit engagement, thirteen (13) auditor adjustments inclusive of corrections and reclassifications, aggregating to approximately \$3,629,000, were required to correct the original WTB submission. A complete assessment of the skillset and knowledge of the City's team is required to address required daily tasks.

Cause

Failure of the City to design and implement prudent financial reporting policies and procedures.

Effect

Lack of prudent accounting practices include policies, procedures, and controls over the safeguarding, recording, processing, and reporting of the City's financial operations and transactions increases the risk of inaccurate financial information and financial reporting errors as well as an increased risk in failure to timely detect loss or misuse of funds.

Recommendation

We recommend that the City develop a formal financial reporting policies and procedures manual which include the reconciliation of general ledger accounts on a monthly basis among other process and procedures. A benefit of monthly reconciliations is that errors do not accumulate but can be identified and attributed to a specific period, which makes it easier to perform future reconciliations. Also, formal documentation can be used to reinforce established policies and procedures and serve as a training tool.

View of Responsible Official and Planned Corrective Action

See accompanying corrective action plan.

CITY OF OPA-LOCKA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION III – FEDERAL AWARD FINDING AND QUESTIONED COSTS

SIGNIFICANT DEFICIENCY

SD2024-010 Reporting – Data Collection Form

Federal Agency; Federal Grantor and Program Title; ALN; Grant Number; Grant Period

- U.S. Department of Justice; Direct program: Edward Byrne Memorial Justice Assistance Grant Program; 16.738; 15PBJA-22-GG-00656-MUMU; October 1, 2023 through September 30, 2024
- U.S. Department of Transportation; Direct program: Safe Streets for All; 20.939; 693JJ32340235; October 1, 2023 through September 30, 2024
- U.S. Department of Treasury; Direct program: Equitable Sharing; 21.016; N/A; October 1, 2023 through September 30, 2024
- U.S. Department of Treasury; Direct program: Coronavirus State and Local Fiscal Recovery Fund Award; 21.027; N/A and 23.s.aa.900.128; October 1, 2023 through September 30, 2024

Criteria

2 CFR Section 200.512(a) requires the reporting package and DCF to be submitted to the Federal

Audit Clearinghouse the earlier of thirty calendar days after the reports are received from the auditor or nine months after the end of the audit period.

Condition

Due to the delay in financial close of the City's books and records, a federal single audit for fiscal year 2024 was not performed in a timely manner and the DCF was not submitted by its due date of June 30, 2025. The UG requires the reporting package and DCF to be submitted to the Federal Audit Clearinghouse the earlier of 30 calendar days after the reports are received from the auditor or nine months after the City's year end.

Cause

Due to significant turnover in the City's finance department, there was a lack of timely reviews of account reconciliations and schedules for year-end closing procedures which ultimately delayed the completion of the audit.

CITY OF OPA-LOCKA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION III – FEDERAL AWARD FINDING AND QUESTIONED COSTS (CONTINUED)

SIGNIFICANT DEFICIENCY (CONTINUED)

SD2024-010 Reporting – Data Collection Form (continued)

Effect

The City is not in compliance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Recommendation

Management should implement policies to ensure timely financial reporting and ensure the timely completion of an audit.

View of Responsible Official and Planned Corrective Action

See accompanying Corrective Action Plan.

CITY OF OPA-LOCKA, FLORIDA

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

I. PRIOR YEAR FINANCIAL STATEMENT FINDINGS AND STATUS

MATERIAL WEAKNESSES

MW2023-001 - was not addressed and the finding is repeated as MW2024-001. This finding was initially reported as MW2020-01.

MW2023-002 - was not addressed and the finding is repeated as MW2024-002. This finding was initially reported as MW2017-01.

MW2023-003 - was not addressed and the finding is repeated as MW2024-003. This finding was initially reported as MW2017-02.

MW2023-004 - was not addressed and the finding is repeated as MW2024-004. This finding was initially reported as MW2017-04.

MW2023-005 - was not addressed and the finding is repeated as MW2024-005. This finding was initially reported as MW2015-01.

SIGNIFICANT DEFICIENCIES

SD2023-006 - was not addressed and the finding is repeated as SD2024-006. This finding was initially reported as SD2020-02.

SD2023-007 - was addressed and the finding was not repeated.

SD2023-008 - was not addressed and the finding is repeated as SD2024-007. This finding was initially reported as SD2017-06.

SD2023-009 - was not addressed and the finding is repeated as SD2024-008. This finding was initially reported as SD2015-02.

SD2023-010 - was not addressed and the finding is repeated as SD2024-009. This finding was initially reported as SD2015-03.

II. PRIOR YEAR FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None

**Management Letter in Accordance with the
Rules of the Auditor General for the State of Florida**

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

Report on the Financial Statements

We have audited the financial statements of the City of Opa-Locka, Florida (the “City”), as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated July 31, 2025.

Auditors’ Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors’ Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor’s Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance; Schedule of Findings and Questioned Costs; Summary Schedule of Prior Audit Findings; and Independent Accountants’ Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedules, which are dated July 31, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. The status of findings made in the preceding annual financial audit report have been addressed except as noted in the summary schedule of prior audit findings.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information regarding specific legal authority of the City and its component units is discussed in Note 1 to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes. For the fiscal year ended September 30, 2024, the City remains in a declared state of financial emergency. Refer to MLC2024-002 which is included in appendix A.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City as of September 30, 2024. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same. Our assessment was performed as of the fiscal year end.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, in addition to the findings reported in the accompanying schedule of findings and questioned costs, we did have two recommendations identified as MLC2024-001 and MLC2024-002 which are included in Appendix A.

Property Assessed Clean Energy (PACE) Program

Section 10.554(1)(i)6.a., Rules of the Auditor General, requires a statement as to whether a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did/did not operate within the City's geographical boundaries during the fiscal year under audit. There was no PACE Program operating within the City's geographical boundaries.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, except for the failure of the Opa-Locka Community Redevelopment Agency to meet the 9 month due date of its audited financial statements for the fiscal year ended September 30, 2024, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that have occurred or is likely to have occurred, that has an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, see the accompanying Schedule of Findings and Questioned Costs.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the City Commission and management of the City of Opa-Locka, Florida, and is not intended to be and should not be used by anyone other than these specified parties.

CBIZ CPAs P.C.

Miami, FL
July 31, 2025

CITY OF OPA-LOCKA, FLORIDA

APPENDIX A – CURRENT YEAR AND PRIOR YEARS RECOMMENDATIONS TO IMPROVE FINANCIAL MANAGEMENT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

No.	Current Year's Observations	Observation Is Still Relevant	Observation Addressed or No Longer Relevant
None			
No.	Prior Year's Observations		
MLC 2024-001	Solid Waste Fund Deficit Net Position	X	
MLC 2024-002	Financial Emergency	X	

CITY OF OPA-LOCKA, FLORIDA

APPENDIX A – CURRENT YEAR AND PRIOR YEARS RECOMMENDATIONS TO IMPROVE FINANCIAL MANAGEMENT (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

MLC2024-001 SOLID WASTE DEFICIT NET POSITION (REPEAT COMMENT – MLC2020-001)

Criteria, Condition and Cause

Per Governmental Accounting Standards Board (“GASB”) Statement No. 34, *Basic Financial Statements- and Management’s Discussion and Analysis—for State and Local Governments*, paragraph 67, Enterprise funds should establish pricing policies that are designed to recover its costs, including capital costs (such as depreciation or debt service). During the fiscal year ended September 30, 2024, it was noted that the Solid Waste fund had a deficit net position of (\$4,160). This was due to solid waste utility rates not being sufficient to meet the increased personnel and contractual service costs incurred by the solid waste fund during the fiscal year and prior fiscal years.

Effect

This could impact the City’s bond ratings as well as other financial indicators. Enterprise funds distinguish between current and non-current assets and liabilities. It is possible to take advantage of this distinction to calculate working capital (i.e., current assets less current liabilities). The measure of working capital indicates the relatively liquid portion of total enterprise fund capital, which constitutes a margin or buffer for meeting obligations and considerations of future debt payments. It is essential that a government maintain adequate levels of working capital in its enterprise funds to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenses) and to ensure stable services and fees.

Recommendation

CBIZ recommends that the City consider reviewing the solid waste rate charges to ensure future solid waste utility rates/revenues are sufficient in order to continue funding annual operating and maintenance costs, debt service, meet debt service coverage ratio requirements, eliminate the deficit and build/maintain a positive net position.

Management’s Response

The City is currently working on implementing adequate internal controls necessary to promote and encourage compliance with applicable State laws, City ordinances and regulations. Management is taking measures to ensure: (1) the ongoing economic and efficient operation of the City, (2) reliability of records and reports, and (3) safeguarding of City’s assets. This includes considering the auditors recommendation above.

CITY OF OPA-LOCKA, FLORIDA

APPENDIX A – CURRENT YEAR AND PRIOR YEARS RECOMMENDATIONS TO IMPROVE FINANCIAL MANAGEMENT (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

MLC2024-002 DECLARED STATE OF FINANCIAL EMERGENCY (REPEAT COMMENT – MLC2020-002)

Criteria, Condition and Cause

On June 1, 2016, the City of Opa-locka City Commission adopted a Resolution to request a declaration that the City is in a state of financial emergency to seek the appointment of a financial emergency board and other assistance pursuant to section 218.503(1), Florida Statutes. The State of Florida, Office of the Governor, issued Executive Order 16-135, signed by Florida Governor Rick Scott.

The City submitted its Five-Year Recovery Plan in accordance with Florida Statute, 218.503 (3)(h) in August 2020. As of the fiscal year ended September 30, 2024, the City was still under oversight of a financial emergency board established by the State of Florida.

Effect

The City is currently under the oversight of a financial emergency board.

Recommendation

After consideration of the above criteria, condition and cause, and several other factors, not limited to; a) deficits unrestricted net position/fund balances for the water and sewer fund, and solid waste fund, b) lack of support for repayment or collection of due to/due from other funds account balances, and c) the withholding of State Revenue Sharing as of the auditors' report date. We advised the City work closely with financial emergency board and continue to follow/adhere to the Five-Year Recovery Plan in order to alleviate the state of financial emergency.

CITY OF OPA-LOCKA, FLORIDA

APPENDIX A – CURRENT YEAR AND PRIOR YEARS RECOMMENDATIONS TO IMPROVE FINANCIAL MANAGEMENT (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

MLC2024-002 DECLARED STATE OF FINANCIAL EMERGENCY (REPEAT COMMENT – MLC2020-002) (CONTINUED)

Management's Response

Since the declaration of the state of financial emergency was adopted on June 1, 2016, the City has made substantial progress addressing the conditions defined within section 218.503(1), Florida Statutes. A financial emergency board was created to provide technical assistance and to oversee the activities of the City . The City has been current on submitting its budget to the Governor's designee for approval.

One element of exiting from a state of financial emergency is the development of a Five-Year Recovery Plan by the City, to demonstrate the City's ability to satisfy the requirements necessary to restore the City's financial stability and integrity. The City submitted a proposed Five-Year Recovery Plan to the State of Florida, which was approved in August 2020 without modifications. The City is currently working on implementing adequate controls necessary to promote and encourage compliance with applicable State laws, City ordinances and regulations. Management is taking measures to ensure: (1) the ongoing economic and efficient operation of the City, (2) reliability of records and reports, and (3) safeguarding of City's assets.

Independent Accountants' Report on Compliance
Pursuant to Section 218.415, Florida Statutes

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

We have examined the City of Opa-Locka, Florida (the "City") compliance with Section 218.415, Florida Statutes, Local Government Investment Policies for the fiscal year ended September 30, 2024. Management of the City is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent of the City and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with Section 218.415, Florida Statutes, as of and for the fiscal year ended September 30, 2024.

This report is intended to describe our testing of compliance with Section 218.415, Florida Statutes, and is not suitable for any other purpose.

CBIZ CPAs P.C.

Miami, FL
July 31, 2025



The city of
bright opportunities
f t i @opalockafl

IMPACT FEE AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared City Manager, Sha'mecca Lawson of the City of Opa-locka, Florida, who being duly sworn, deposes and says on oath that:

1. I am the City Manager of City of Opa-locka which is a local government entity of the State of Florida.
2. The governing body of City of Opa-locka adopted Ordinance No. 15-21 (Road Drainage), Ordinance 15-22 (Public Safety), Ordinance 15-23 (Park) and Ordinance 15-24 (Water and Sewer) implementing an impact fee; and
3. City of Opa-locka has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

Sha'mecca Lawson

City Manager, Sha'mecca Lawson

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 30 day of July, 2025.

M. Gomez

NOTARY PUBLIC

Print Name Marielisa Gomez

Personally known 8 or produced identification _____

Type of identification produced: _____

My Commission Expires _____



John H. Taylor
Mayor

Joseph L. Kelley
Vice Mayor

Dr. Sherelean Bass
Commissioner

Natasha L. Ervin
Commissioner

Luis Santiago
Commissioner

Sha'mecca Lawson
City Manager

Joanna Flores
City Clerk

Burnadette
Norris-Weeks
City Attorney



MEMO

Date: July 29, 2025
To: CBIZ CPAs PC
From: Niema Gantt, Finance Director
Re: Corrective Action Plan FY24

FINDING NUMBER/FINDING DESCRIPTION

MW2024-001: SUPPORT FOR BUILDING PERMIT CHARGES (REPEAT)

The Building and License Manager has been working with her staff to develop processes to streamline accessibility to supporting documentation. This activity is ongoing.

Responsible Party: Ms. Marilyn Bernard, Building & License Manager

MW2024-002: FLORIDA AUDITOR GENERAL REPORT FINDINGS (REPEAT)

The City Commission adopted a Finance Policy and Procedures manual on June 14, 2025. This document establishes the guidance required to safeguard city resources. This activity is ongoing.

Responsible Party: Ms. Sha'mecca Lawson, City Manager, and Ms. Niema Gantt, Finance Director

MW2024-003: STRENGTHEN STAFF RESOURCES IN THE FINANCE AND ACCOUNTING DEPARTMENT (REPEAT)

The City is working with an external accounting firm to assist with preparation of closing procedures and will continue to utilize this service for audit and other purposes as needed. The combination of services from this external contractor and City staff will address future areas of improvement in the department. Temporary accounting personnel may be added to assist with project-based needs. This activity is ongoing.

The City initiated its conversion to the Tyler Munis ERP system in the subsequent fiscal year and looks forward to more cohesive options in performing these tasks.

Responsible Party: Ms. Niema Gantt, Finance Director

MW2024-004: RECONCILIATION OF CASH ACCOUNTS (REPEAT)

During FY24 the City increased their staff to help disburse the workload as it relates to bank reconciliation and other monthly procedures. Accountants prepare reconciliations and the Finance Director approves the reports. This protocol applies to other processes such as journal entries. This activity is ongoing.

The City initiated its conversion to the Tyler Munis ERP system in the subsequent fiscal year and looks forward to more cohesive options in performing these tasks.

Responsible Party: Ms. Niema Gantt, Finance Director

MW2024-005: TIMELINESS OF RECORDING INDIVIDUAL TRANSACTIONS (REPEAT)

Management is implementing close-out procedures to aid in the reoccurrence of untimely transactions. SOP's are being reviewed with staff for implementation. This activity is ongoing.

Responsible Party: Ms. Niema Gantt, Finance Director

SD2024-006: NON-COMPLIANCE WITH FLORIDA STATUTES (REPEAT)

The City has taken full corrective action, although its declared financial emergency, turnover in staffing and management, accounting software deficiencies, and gaps in operations resulted in untimely audits reports as required by Florida Statutes. The City's FY2024 financial statements will be issued to the Auditor General and Florida Department of Financial Services within a couple months of the deadline required by Florida Statutes.

Responsible Party: Ms. Sha'mecca Lawson, City Manager, and Ms. Niema Gantt, Finance Director

SD2024-007: PENSION PLAN REMITTANCE (REPEAT)

The department is currently staffed with a new Director, Assistant Director and HR Specialist II. Temporary staff support has been utilized for other tasks which will assist the department achieving its overall deliverables. The City is making progress in strengthening its ability to fully comply with the plan and federal regulations. This activity is ongoing.

Responsible Party: Ms. Sha'mecca Lawson, Interim City Manager, Ms. Mary Adams Human Resource Director and Ms. Niema Gantt, Finance Director

SD2024-008: UPGRADE THE ACCOUNTING (REPEAT)

In July of 2025 the City initiated its conversion from Central Square/Sungard to Tyler Munis ERP system. Department heads had an opportunity to participate in a demonstration of the new ERP system and training is well under underway, beginning with the Finance department. This activity is ongoing.

Responsible Party: Ms. Sha'mecca Lawson, Interim City Manager, Mr. Philppot Walker, IT Director, and Ms. Niema Gantt, Finance Director

SD2024-09: FINANCIAL REPORTING POLICIES AND PROCEDURES MANUAL AND RECONCILIATION OF GENERAL LEDGER ACCOUNTS TO SUPPORTING DOCUMENTS (REPEAT)

The City Commission adopted a Finance Policy and Procedures manual on June 14, 2025. This document establishes the guidance required to safeguard city resources. Finance staff will implement activity to reinforce standard operating procedures.

Responsible Party: Ms. Niema Gantt, Finance Director

SD2024-10: REPORTING DATA COLLECTION FORM

The City has a Grants Administrator on staff that monitors and advises when reports are due to external entities. SOP's are being reviewed with staff for implementation. This activity is ongoing.

Responsible Party: Ms. Niema Gantt, Finance Director, and Ms. Yesly Guillen, Grants Administrator

The above corrective action plan is expected to be implemented in the next 12 months.

July 31, 2025

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

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information City of Opa-locka, Florida (the “City”) as of for the fiscal year ended September 30, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, OMB Uniform Guidance and Chapter 10.550, Rules of the Auditor General of the State of Florida, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards*, the Uniform Guidance and Chapter 10.550, Rules of the Auditor General of the State of Florida

As stated in our engagement letter dated July 11, 2024, our responsibility, as described by professional standards, was to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered the City’s internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the City’s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General of the State of Florida, we examined, on a test basis, evidence about the City’s compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs, for the purpose of expressing an opinion on the City’s compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it does not provide a legal determination on the City’s compliance with those requirements.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to management's discussion and analysis, schedule of city's proportionate share of net pension liability, the schedules of city's contributions, schedule of changes in the city's total OPEB liability and related ratios, and budgetary comparison schedules, which supplement the basic financial statements, was to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI is not audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we did not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining fund financial statements and budgetary comparison schedules, as listed in the table of contents, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on introductory section , which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited, and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, Significant Risks and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit included obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management Override of controls
- Untimely performance of account reconciliations and unreconciled accounts

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during September 30, 2024, with the exception of the implementation of Governmental Accounting Standards Board (“GASB”) Statement No. 100, *Accounting Changes and Error Corrections*. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City’s financial statements were:

Management’s estimate of the net pension liability and related deferred outflows/inflows in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27* (GASB 68) and the Total OPEB Liability and related deferred inflows/outflows in accordance with GASB Statement No. 75, *Accounting and Reporting for Postemployment Benefits other than Pensions* (GASB 75) are based on actuarial methods and assumptions used by the actuaries for the development of the funding valuations as well as the accounting valuations. The key factors impacting the assumptions, such as inflation, salary changes, market conditions, ad hoc postemployment benefit changes (including ad hoc cost-of-living adjustments [COLAs]), and inputs to the discount rate, as well as certain information about mortality assumptions and the dates of experience studies, are subject to change on an annual basis and therefore can have a significant impact on this estimate. We evaluated the key factors and assumptions used to develop these estimates described above, in determining that it is reasonable in relation to the financial statements as a whole.

Management’s estimate of the allowance for uncollectible receivables is based on aging of receivables, historic loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements were: Note 11 – Retirement Plans and Note 14 – Other Post-Employment Benefits (OPEB).

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

Although we ultimately received full cooperation of management and believe that we were given direct and unrestricted access to the City’s management and financial records, we experienced certain inefficiencies in the performance of the audit as a result of the delay of the financial statements caused by the restatement of the prior year financial statements and multiple required changes to the working trial balance. These difficulties in not

receiving the requested audit support on a timely basis significantly added time to the audit and caused an untimely issuance of the financial statements.

Independence

For the fiscal year ended September 30, 2024, we were engaged to assist in the preparation of the Data Collection Form mainly related to the Federal Single Audit in accordance with OMB Uniform Guidance. We evaluated the nature and objective of the requested work, the role of the nonaudit/nonattest responsibilities and management's role and determined that our independence would not be impaired, in fact or appearance.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Misstatements detected as a result of audit procedures and corrected by management were material and are reported as a material weakness in internal control over financial reporting (MW2024-001) in the schedule of findings and questioned costs accompanying the City's financial statements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated July 31, 2025.

Significant Unusual Transactions

For purposes of this letter, professional standards define *significant unusual transactions* as transactions that are outside the normal course of business for the City or that otherwise appear to be unusual due to their timing, size or nature. We did not identify any significant unusual transactions during our audit.

Related Party Relationships and Transactions

As part of our audit, we evaluated the City's identification of, accounting for, and disclosures of the City's relationships and transactions with related parties as required by professional standards. We did not identify any related parties or related party relationships or transactions that were previously undisclosed to us; significant related party transactions that have not been approved in accordance with the City's policies or procedures or for which exceptions to the City's policies or procedures were granted; or significant related party transactions that appeared to lack a business purpose.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditors' opinion that may be expressed

on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

The schedule of findings and questioned costs (the "Schedule") which includes our audit findings and Appendix A reflecting the Current Year and Prior Years Recommendations to Improve Financial Management, are included in the reporting section of the City's Financial Statements. The Schedule and the Appendix A includes five (5) significant deficiencies, five (5) material weaknesses and two management letter comments (observations and recommendations) along with management's responses to correct/improve (corrective action plan) these reported matters.

Other Matters

We applied certain limited procedures to management's discussion and analysis, the schedules of city's proportionate share of net pension liability, the schedules of city's contributions, schedule of changes in the city's total OPEB liability and related ratios, and budgetary comparison schedules for the general fund and American Rescue Plan Act Fund, which are required supplementary information (RSI) that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining fund financial statements and schedules, as listed in the table of contents, and the schedule of expenditures of federal awards, as required by the Uniform Guidance, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Honorable Mayor, City Commission, City Manager and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

CBIZ CPAs P.C.

CBIZ CPAs P.C.
Miami, FL

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING A CODE COMPLIANCE FINE REDUCTION FOR THE PROPERTY LOCATED AT 2920 NW 135TH STREET, WITHIN THE CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 5, 2021, the property owner, BBM Investments, LLC (formerly BMI Investments, LLC) of 2920 NW 135th Street, within the City of Opa-Locka ("City"), received a Code Compliance citation (CE21030048) in the amount of Two Hundred Fifty Dollars (\$250.00) for failure to obtain a landlord tenant permit; and

WHEREAS, this case was presented to Special Magistrate on February 15, 2022 and the final ruling was for the issue to be rectified within thirty (30) days or the property was subject to a Two Hundred Fifty Dollars (\$250.00) daily fine until complied. The daily fines became effective July 26, 2023. Due to continuous non-compliance as of July 8, 2025, the fines have surpassed Two Hundred Seventy Thousand Dollars (\$270,000.00); and

WHEREAS, the perspective buyer / Power of Attorney, Dixa Asset Manager, has requested that the City Commission consider a reduction of the fine to the amount of Ten Thousand Dollars (\$10,000.00); and

WHEREAS, through a Building and Licensing property inquiry, it was revealed that the property owner(s) have several properties that do not adhere to the City's permitting requirements; and

WHEREAS, the City Manager recommends a seventy-five percentage (75%) reduction for a total payment of Sixty-Seven Thousand, Seven Hundred Thirty-Four Dollars and Eighty-Five Cents (\$67,734.85) under the condition that the property owner brings their additional six (6) properties into compliance and obtains the appropriate permits; 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 City Manager to approve a code compliance fine reduction in the amount of Sixty-Seven Thousand, Seven Hundred Thirty-Four Dollars and Eighty-Five Cents (\$67,734.85) for the property at 2920 NW 135th Street, within the City.

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

SECTION 1. ADOPTION OF REPRESENTATIONS

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to approve a code compliance fine reduction to the amount of Sixty-Seven Thousand, Seven Hundred Thirty-Four Dollars and Eighty-Five Cents (\$67,734.85) for the property at 2920 NW 135th Street, within the City.

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 as 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

City Manager:	Sha'mecca Lawson		CM Signature:		
Commission Meeting Date:	08.25.2025		Item Type: <i>(Enter X in the box)</i>	Resolution X	Ordinance
Fiscal Impact: <i>(Enter X in the box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in the box)</i>	1st Reading 	
			Public Hearing: <i>(Enter X in the box)</i>	Yes	No
				X	X
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept.)</i>		Advertising Requirement: <i>(Enter X in the box)</i>	Yes	No
					X
Contract/P.O. Required: <i>(Enter X in the box)</i>	Yes	No	RFP/RFQ/Bid#:	N/A	
	X				
Strategic Plan Related <i>(Enter X in the box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organization ☐ Bus. & Economic Development ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name:	City Manager		Department:		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA TO CONSIDER A CODE COMPLIANCE REDUCTION FOR THE PROPERTY LOCATED AT 2920 NW 135TH STREET.

Staff Summary:

On March 5,2021, the property owner, BBM Investments, LLC (formerly BMI Investments, LLC) of 2920 NW 135th Street received a Code Compliance citation (CE21030048) in the amount of \$250 for failure to obtain a landlord-tenant permit. This case was presented to Special Magistrate on February 15,2022 and the final ruling was for the issue to be rectified within 30 days or the property was subject to a \$250 daily fine until complied. The daily fines became effective July 26,2023. Due to continuous non-compliance as of July 8 ,2025, the fines have surpassed \$270,000. The perspective buyer and Power of Attorney, Dixia Asset Manager, has requested the City Commission's consideration of a reduction of fines to the amount of \$10,000.00. Through a Building and Licensing property inquiry,

it was unveiled that the property owners have several properties that does not adhere to the City's permitting requirements.

City Administration recommends a 75% reduction for a total payment of \$67,734.85 under the condition that the property owner brings his additional six (6) properties into compliance and obtain the appropriate permits.

- 2330 Atlantic Blvd
- 2332 Atlantic Blvd.
- 2334 Atlantic Blvd.
- 2336 Atlantic Blvd.
- 2338 Atlantic Blvd.
- 13190 Aswan Rd

Financial Impact: The financial impact will generate approximately \$67,734.85 of revenue.

Proposed Action:

City Administration will adhere to the direction of the City Commission.

Attachment(s):

CONFIRMATION OF NOTICES

CE21030048 – 2920 NW 135 St.

March 5, 2021, Warning issued for “no landlord tenant permit”

No record of posting warning notice

March 23, 2021, citation was issued for failure to comply.

January 3, 2022, Notice of Hearing was mailed for Zoom meeting on February 15, 2022.

January 21, 2022, Notice of Hearing posted on property.

February 15, 2022, case was RESET by Magistrate for 30 days to meet compliance, and if not, \$250/daily fine until complied.

March 5, 2022, Notice returned from postal service as “unable to deliver”

June 21, 2022, Special Master hearing was cancelled by Magistrate. Owner signed certified card of receipt.

AS OF JULY 31, 2025

Code Enforcement outstanding Fines & Liens										
Case Number	Status	Folio Number	Address	Outstanding	Liens	Release	Violation Description			
				Tickets		Fee				

CE21030043 HAS A \$250 FINE PER DAY STARTED 7/26/2023 FOR NO LLTP UNTIL COMPLIED

TOTAL AMOUNT DUE \$ 275,789.40

Re: Submission of Lien Reduction Petition – 13150 Aswan Rd & 2920 NW 135 St

From Juan M Silverpeak Group <juanma@silverpeakgroup.com>

Date Mon 8/18/2025 1:56 PM

To Ashley Walker <awalker@Opalockafl.gov>

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

Dear City Manager

I am writing to follow up on the lien reduction petition we submitted regarding 13150 Aswan Road (CE22060084) and 2920 NW 135 Street (21030043).

As noted, the package included:

- Petition Letter
- Seller's Power of Attorney
- Executed Purchase Contracts

We respectfully requested that both cases be placed on the agenda for the upcoming August 25 Commission meeting, with the proposed settlement amounts of USD 20,000 for 13150 Aswan Rd and USD 10,000 for 2920 NW 135 St, to be paid in full at closing through escrow.

Could you kindly confirm that the petition has been received and advise if any additional documentation or steps are required to ensure that these items are calendared for the Commission's review?

Thank you for your attention and support. I look forward to your confirmation.

Sincerely,

Juan Manuel Serrano

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From: Juan M Silverpeak Group

Sent: Thursday, August 14, 2025 8:12:41 PM

To: awalker@opalockafl.gov <awalker@opalockafl.gov>

Subject: Submission of Lien Reduction Petition – 13150 Aswan Rd & 2920 NW 135 St

Dear City Manager

Please find attached the following documents in connection with our request to place the code enforcement lien matters for 13150 Aswan Road (Case CE22060084) and 2920 NW 135 Street (Case 21030043) on the agenda of the upcoming Commission meeting:

1. Letter to City Manager – Formal petition requesting lien reduction and settlement.
2. Seller's Power of Attorney – Authorizing me to negotiate and settle liens on behalf of the current owner.
3. Executed Purchase Contracts – Confirming my intent to acquire the properties and bring them into full compliance.

As outlined in the petition letter, we respectfully request:

- 2920 NW 135 St: Reduction to USD 10,000
- 13150 Aswan Rd: Reduction to USD 20,000
Payable in full at closing directly from the escrow account to ensure immediate resolution and payment to the City.

Both properties are occupied and maintained, not abandoned. The seller never intended for fines to escalate to these levels, and the proposed purchase will result in full compliance, improved neighborhood conditions, and increased property value.

We would greatly appreciate confirmation of receipt of this package and guidance on any additional requirements to ensure these matters are calendared for the August 25 emergency Commission meeting.

Thank you for your attention to this matter.

Sincerely,

Juan Serrano

Attachments:

1. Petition Letter – Lien Reduction Request.pdf
2. Seller Power of Attorney.pdf
3. Executed Purchase Contracts.pdf

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JUAN SERRANO/DIXA ASSET MANAGER

305-799-1531

Juanma@silverpeakgroup.com

Dear City Manager,

I write on behalf of Dixa Asset Manager (buyer), with the seller's written authorization, to respectfully request that the code enforcement lien matters for 13150 Aswan Road (Case CE22060084) and 2920 NW 135 Street (Case 21030043) be placed on the next available Commission agenda (target: August 25 emergency meeting) for consideration of reduction and settlement.

Occupancy & Good Faith

Both properties are occupied and maintained, not abandoned. The seller never intended for fines to escalate to these amounts:

- 2920 NW 135 St – No evidence of any notice to the owner in the city's records.
- 13150 Aswan Rd – Attempts at notice were made, but the owner maintains they were never received.

In both cases, the initial citation issued in 2023 was for \$250 for failure to obtain a renter permit. In just three years, the fines have escalated to over \$300,000 per property, despite no other infractions ever being cited.

Current Balances (as of July 8, 2025)

- 13150 Aswan Rd: \$303,300.40 (fine accruing at \$350/day since 02/24/2023).
- 2920 NW 135 St: \$270,939.40 (fine accruing at \$250/day since 07/26/2023).

Buyer's Commitment & Public Benefit

As the prospective purchaser, we will close promptly, secure all required permits, and bring both properties into full compliance. This will eliminate active violations, enhance neighborhood safety, raise taxable property values, and serve the City's long-term interests.

Requested Action

1. Place both cases on the Commission agenda and toll/suspend daily accrual pending the Commission's decision.
2. Approve lien reductions as follows:
 - 2920 NW 135 St: Reduce to \$10,000.
 - 13150 Aswan Rd: Reduce to \$20,000.
3. The agreed reduced amounts will be paid in full at closing, directly from the closing escrow, ensuring immediate resolution and payment to the City.

We appreciate your consideration and stand ready to provide any documentation the City may require, including seller authorization, proof of occupancy, proposed scope of rehabilitation, and escrow arrangements.

SELLER AUTHORIZATION AND LIMITED POWER OF ATTORNEY

Date:

To:

City Manager

City of Opa-Locka

780 Fisherman Street, 4th Floor

Opa-Locka, FL 33054

Re: Authorization to Negotiate and Settle Code Enforcement Liens - 13150 Aswan Rd (CE22060084) & 2920 NW 135 St (21030043)

I, SMT INVESTMENTS LLC / BBM investments the legal owner of the properties located at 13150 Aswan Road, Opa-Locka, FL 33054 and 2920 NW 135 Street, Opa-Locka, FL 33054 ("the Properties"), hereby appoint and authorize Juan Serrano ("Authorized Representative") to act on my behalf for the sole and limited purpose of:

1. Communicating, negotiating, and submitting petitions to the City Manager, the Code Enforcement Department, and the Opa-Locka City Commission in connection with the pending code enforcement liens and fines affecting the Properties.
2. Requesting lien reductions, presenting supporting documentation, and agreeing to settlement terms.
3. Authorizing the City to accept payment of the agreed reduced lien amounts directly from the closing escrow at the time of sale to the Authorized Representative or their assignee.

This authorization is granted solely for the above-stated purposes and shall remain valid until [Insert Date – e.g., 90 days from execution] or until revoked in writing by me.

I affirm that I have full legal authority over the Properties and that this Authorization is given voluntarily.

Seller Information:

Name: BBM/BNL INVESTMENTS

Address: 767 NE 193 St

Phone: 954-536-6661

Email: Benevigi@gmail.com

Signature of Seller: [Signature] Date: 8/13/25

Printed Name: Barak Ben Evgi

Notary Acknowledgment:

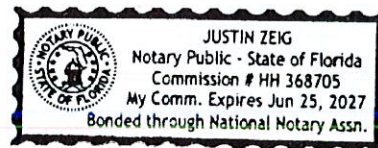
State of Florida

County of Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of August, 2025, by Barak Ben Evgi, who is personally known to me or has produced _____ as identification.

Notary Public: [Signature]

My Commission Expires: 06/25/2027





OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 2/14/2022

Property Information	
Folio:	08-2128-024-0010
Property Address:	2920 NW 135 ST UNIT: 1 Opa-locka, FL 33054-0000
Owner	BBM INVESTMENTS INC
Mailing Address	723 NE 193 ST MIAMI, FL 33179 USA
PA Primary Zone	3000 MULTI-FAMILY - GENERAL
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	2 / 1 / 0
Floors	0
Living Units	0
Actual Area	Sq.Ft
Living Area	856 Sq.Ft
Adjusted Area	856 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1970



Assessment Information			
Year	2021	2020	2019
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$59,540	\$45,800	\$45,800
Assessed Value	\$50,380	\$45,800	\$44,258

Benefits Information				
Benefit	Type	2021	2020	2019
Non-Homestead Cap	Assessment Reduction	\$9,160		\$1,542

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

Short Legal Description	
135TH STREET CONDO	
UNIT 1	
UNDIV 16.68%	
INT IN COMMON ELEMENTS	
OFF REC 11727-1521	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$50,380	\$45,800	\$44,258
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$59,540	\$45,800	\$45,800
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$50,380	\$45,800	\$44,258
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$50,380	\$45,800	\$44,258

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
05/13/2013	\$100	28680-3876	Corrective, tax or QCD; min consideration
05/13/2013	\$225,000	28680-3875	Qual on DOS, multi-parcel sale
06/01/2011	\$100	27710-0466	Corrective, tax or QCD; min consideration
09/24/2010	\$16,000	27446-1836	Affiliated parties

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

Version:

February 2022 SM H docs.



City of
OPA-LOCKA
Florida

Pending Code Enforcement Lien Notice
Special Master's Ruling

Record owner of real property known as:
BBM INVESTMENTS INC
723 NE 193 ST
MIAMI, FL 33179

Date: February 15, 2022

Legal Description:

Folio Number: 08-2128-024-0010

CERTIFIED:

Service Address: 2920 NW 135 ST #1

Type of Service: Code Enforcement

CE/Lien Number: CE21030043

Sec Code : 13-274

Citation Number: 23847-21

Citation/Lien Amount: \$ 300.00

Other Cost: \$ 239.40

Release Fee: \$ 35.00 (Once a lien has been filed)

Amount Due: \$ 539.40

Violation Description: Failure to obtain landlord tenant permit as required for rental properties - Reset 30 days if not in compliance to add \$250 fine per day until complied.

Please be advised that the above listed property was heard before Special Magistrate, Christopher Benjamin on 02/15/2022 and were found guilty of the above violation. If the above amount is not paid in full, by 04/14/2022, a lien will be filed against your real property for the stated amount and any other fees imposed by the City of Opa-Locka.

Please submit payment as listed below:

Mail Payment To:

City of Opa-Locka Code Enforcement Division
P.O. Box 540371
Opa-Locka, Florida 33054

Paying In Person:

City of Opa-Locka Code Enforcement Division
780 Fisherman Street, 4th Floor
Opa-Locka, Florida 33054

Method of Payment: Personal Check, Money Order, Cashier's Check -

If you desire further information, please contact our office at (305) 953-2868 between the hours of 8:00 am through 5:00pm, Monday through Friday.

Sincerely,

CITY OF OPA-LOCKA
Code Enforcement Division



City of
OPA-LOCKA
Florida

**SPECIAL MASTER
FINDING OF FACT AND CONCLUSIONS OF LAW**

CITY OF OPA-LOCKA

Petitioner,

vs.

Respondent

BBM INVESTMENTS INC

CE Number: CE21030043

Folio Number: 08-2128-024-0010

I FIND THAT

1. The respondent, **BBM INVESTMENTS INC** on 3/23/2021, at the property Located at **2920 NW 135 ST #1**, is / was in violation of The City of Opa-Locka Code, Section 13-274, as described in the written report of the Code Enforcement Officer and in oral testimony before the Special Master.

2.

Description of Violation: Failure to obtain landlord tenant permit. 13-274

3. On behalf of the City of Opa-Locka, the respondent **BBM INVESTMENTS INC**, must pay:

Citation Amount: \$ _____ Increase Citation Fee: \$ 300.00 Reduced Citation Fee: \$ _____

() Fine Fee per day: \$ _____ starting _____ (IF NOT COMPLIED WITHIN _____ DAYS)

Additional Cost

(X) Administration Fee: \$ 239.40

() Other Cost: \$ _____ (Please show cost sheet as proof of cost)

() Citation Dimissed _____

TOTAL AMOUNT TO BE PAID: \$ 539.40 (IF COMPLIED WITHIN 30 DAYS)

Comments: Reset 30 days if not in compliance to add \$250 fine per day until complied.

() No Show () Present

A Certified copy of this order may be recorded in the public records of Dade County and thereafter shall constitute a lien against the above referenced property, or if you do not own said property, against any real or personal property that you own. **LIEN THAT REMAINS UNPAID FOR THREE (3) MONTHS MAY BE FORECLOSED IN COURT.** In addition, the certificate of use and Occupational License of any business occupying the property may be suspended or withheld. Operating a business without all required licenses is illegal under State and City Ordinance and is punishable by criminal arrest and/or closing the business.

CERTIFICATE

I hereby certify that the foregoing is a true and correct order entered by the Special Master.

DONE AND ORDERED THIS 15th DAY OF February, 2022

ATTEST:


SPECIAL MAGISTRATE CHRISTOPHER E. BENJAMIN

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations

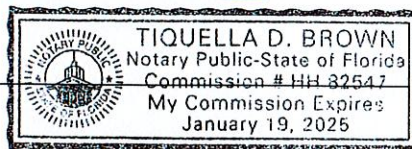
this 14th day of March, 2022.

By _____

Personally known 1 OR produced identification _____

Tiquella D. Brown
Notary Name Here, Notary Public

My Commission Expires _____



This Form Prepared by: B. Robinson
City of Opa-Locka: Lienec: Code Enforcement Division
780 Fisherman Street 4th FL
Opa-Locka, FL 33054
Release Fee \$10.00

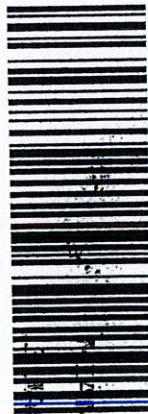


"THE GREAT CITY"

**City of
OPA-LOCKA
Florida**

780 FISHERMAN STREET, 4th FLOOR
OPA-LOCKA, FLORIDA 33054

VENTILATED MAIL



7021 0950 0001 9070 9101

MI FL 330

JAN 2022 PM 6T

FIRST-CLASS



US POSTAGE
IMPTNEY BOWE

ZIP 33054
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JAN 03 2022

\$007.33

12/11/22

BBM INVESTMENTS, INC.

723 NE 193 ST

MIAMI FL 33170

NIXIE 331 CE 1 2203/05/22

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 33054359699 *2606-09465-03-41

331 7021 0950 0001 9070 9101
UNC 331 7021 0950 0001 9070 9101

331 7021 0950 0001 9070 9101

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLLOWING DOTTED LINE
REGISTERED MAIL

8920 NW 125th Ct, Suite 100, Ft. Lauderdale, FL 33308	
SENDER: COMPLETE THIS SECTION	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to: BBM INVESTMENTS INC 723 NE 193 ST MIAMI, FL 33179	
 9590 9402 6789 1074 5260 90	
2. Article Number / Transaction Number 7021 0950 0001 9070 9101	
PS Form 3811, July 2020 PSN 7530-02-000-9053	

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X	☐ Agent ☐ Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Collect on Delivery ☐ Insured Mail (over \$500)	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
Domestic Return Receipt	



Notice of Code Enforcement Hearing via Zoom

City of Opa-Locka

Petitioner

vs.

Respondent

BBM INVESTMENTS INC

CE Number: CE21030043

Folio Number: 08-2128-024-0010

Pursuant to Section 8.1-2 of the City of Opa-Locka Code, THE UNDERSIGNED Code Inspector hereby gives notice of an uncorrected violation of the City of Opa-Locka Code, as more particularly described herein, and hereby request a PUBLIC HEARING before the Code Enforcement Special Master.

Location/Address where violation exist: 2920 NW 135 ST #1

Name and mailing address of owner/person in charge of location where violation exist:

Name: BBM INVESTMENTS INC

Address: 723 NE 193 ST

City, State: MIAMI, FL 33179

Date of Violation: 03/23/2021

Description of Violation: Failure to obtain landlord tenant permit. 13-274

Fine Amount: \$ 250.00 Other cost \$ 61.00 Total amount due \$ 311.00

Unless Respondent corrects the violation described herein by the date set above and contacts the undersigned Code Inspector to verify compliance with City code cited herein, notice is hereby given that pursuant to section 8.1-20 of the City's Code of the City of Opa-Locka, a **PUBLIC HEARING** will be conducted in the form of Zoom before the Code Enforcement Special Master on **FEBRUARY 15, 2022@ 10:00 AM**, and whereas the City of Opa-Locka, Florida, pursuant to section 162.09 F.S. (2003), **imposes court cost as part of costs associated with enforcement of code violation in the amount of \$ 239.40.**

The Special Master will receive testimony and evidence at said Public Hearing and shall make findings of fact as are supported by the testimony and evidence pertaining to matter alleged herein. Should you not show up at this hearing your case will still be heard, declared as **default**, and the Special Master will make a final judgment which can only be appealed within 30 days of execution through the Circuit Court pursuant to section 162.11 FS (2009).

Dated this 29th day of December 2021.

Notice: If you are going to be represented by an attorney, The Attorney should file a Notice of Appearance with the Board, P.O. Box 540371, Opa-Locka, Florida 33054.

REGISTER IN ADVANCE FOR THIS WEBINAR WITH THE LINK BELOW

https://us02web.zoom.us/webinar/register/WN_sqhA7M2iQKO5qA2pFPUC4w

City of Opa-Locka Petitioner vs. Respondent	CE Number: CE21030039 Folio Number: 08-2128-024-0039
<u>Notice of Code Enforcement Hearing via Zoom</u>	
City of Opa-Locka Petitioner vs. Respondent	CE Number: CE21030039 Folio Number: 08-2128-024-0039
<u>Notice of Code Enforcement Hearing via Zoom</u>	
City of Opa-Locka Petitioner	CE Number: CE21030040 Folio Number: 08-2128-024-0040
<u>Notice of Code Enforcement Hearing via Zoom</u>	
City of Opa-Locka Petitioner	CE Number: CE21030039 Folio Number: 08-2128-024-0039

2022. 1. 21 15:24

CERTIFIED MAIL RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
OFFICIAL USE	
Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	
Total Postage and Fees	
Sent to	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

Enforcement Division

Citation Number: 23847-21

CE Number: CE21030043

Folio Number: 08-2128-024-0010

olation and Notice of Hearing

Pursuant to the Sec Code **13-274** of the City of Opa-Locka, THE UNDERSIGNED Code Inspector hereby gives notice of an uncorrected violation of the City of Opa-locka, as more particularly described herein, and hereby request a PUBLIC HEARINNG before the Code Enforcement Special Master.

- Location/Address where violation exists: **2920 NW 135 ST #1**
- Name and address of owner/person in charge of location where violation exists:
BBM INVESTMENTS INC
723 NE 193 ST
- **MIAMI, FL 33179**
- Date of Violation: **3/23/2021**
- Description of Violation: **Failure to obtain landlord tenant permit as required for rental properties - Reset 30 days if not in compliance to add \$250 fine per day until complied.**
- Amount of Fine: **\$300.00**, plus other cost **\$239.40**= Total amount before hearing: **\$539.40**

Unless Respondent corrects the violation described herein by the date set for above and contacts the undersigned Code Inspector to verify compliance with city code cited herein, notice is hereby given that pursuant to section 8.1-20 of the City's Code of the City of Opa-locka, a **PUBLIC HEARING** will be conducted in the above style cause before the code enforcement Special Master on **15/17/2022 at 10:00am**, location **215 Perviz Avenue, Opa-Locka, Florida 33054**, and whereas the City of Opa-Locka, Florida pursuant to section 162.09 F.S.(2003), **impose court cost as part of costs associated with enforcement of code violation in the amount of \$239.40, plus other cost.**

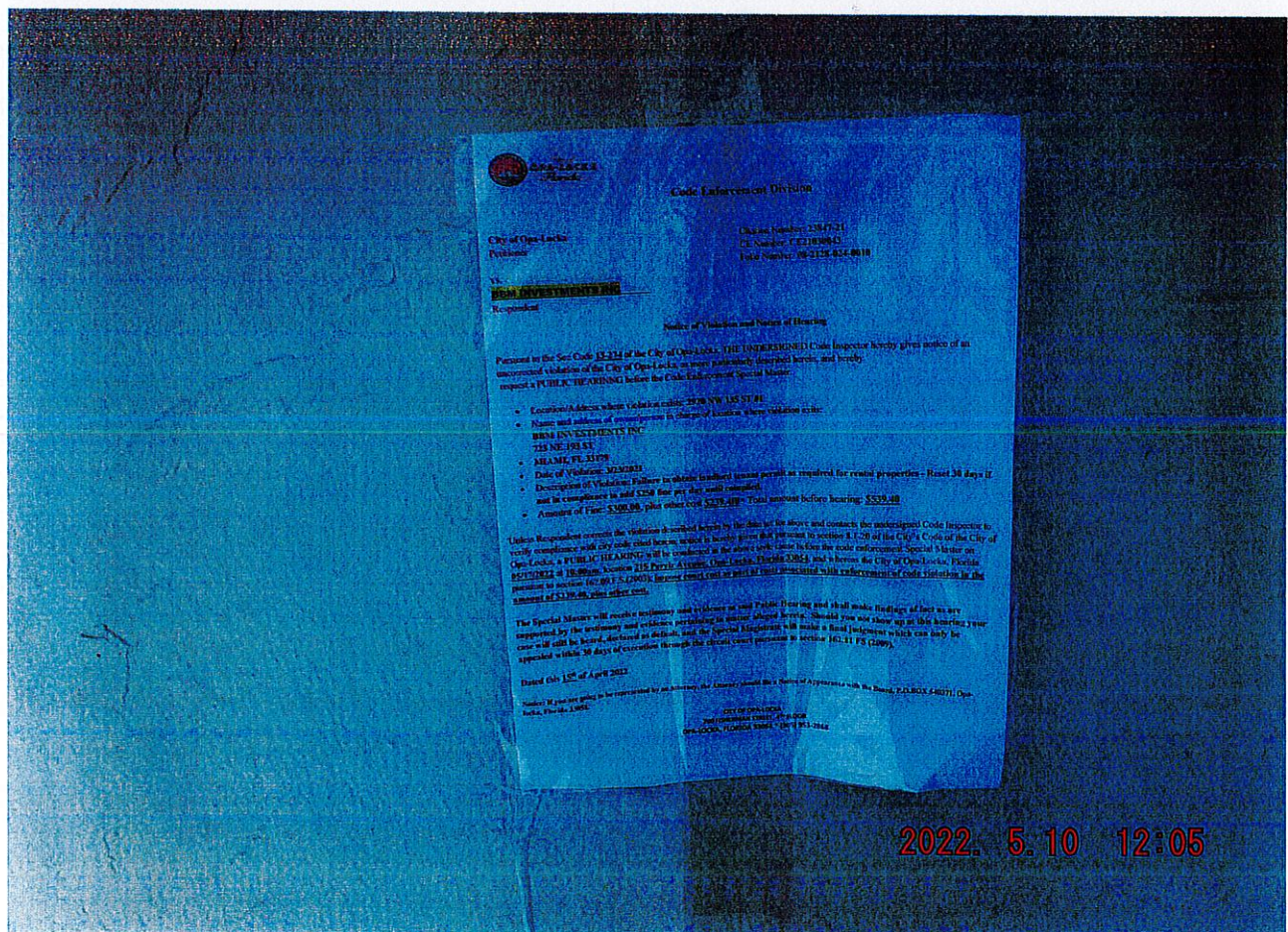
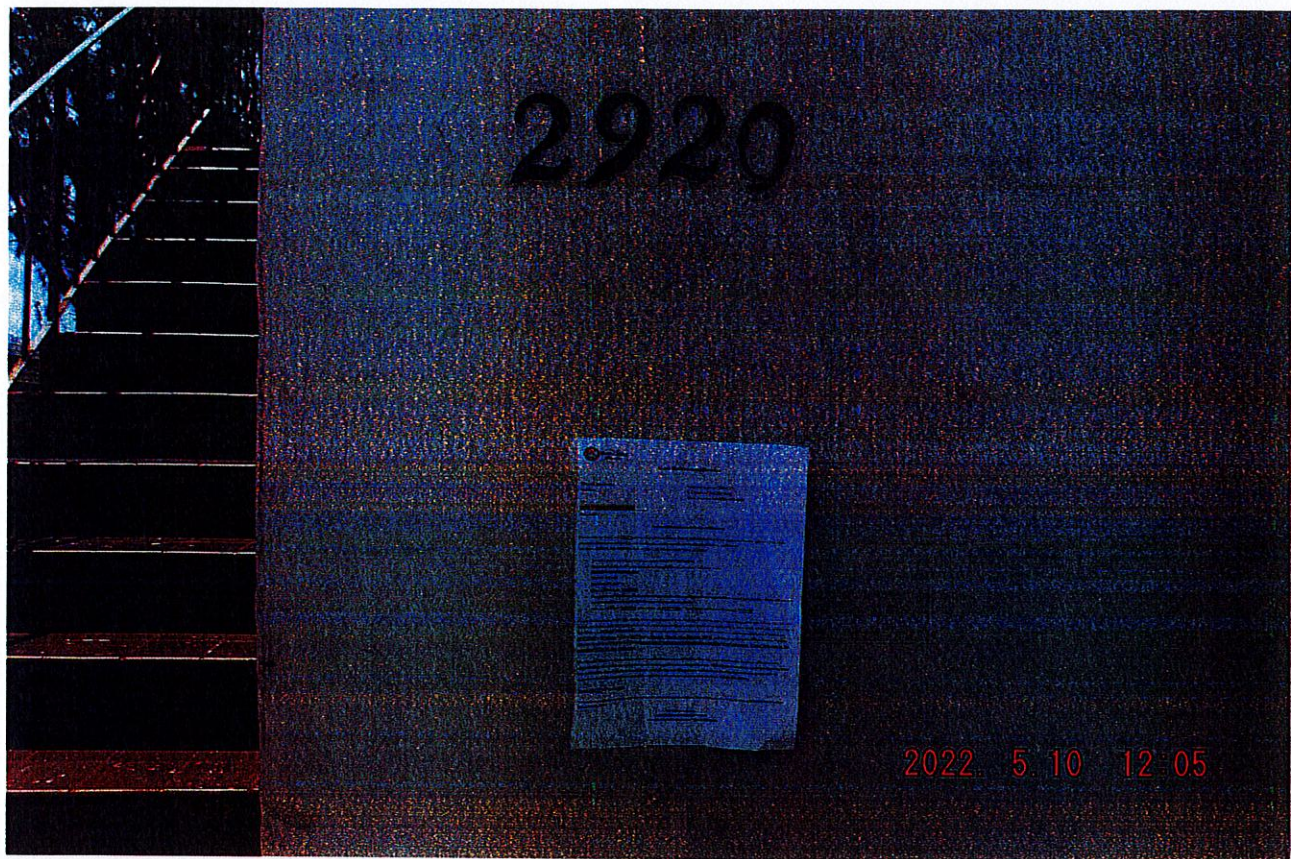
The Special Master will receive testimony and evidence as said Public Hearing and shall make findings of fact as are supported by the testimony and evidence pertaining to matter alleged herein. Should you not show up at this hearing your case will still be heard, declared as default, and the Special Magistrate will make a final judgment which can only be appealed within 30 days of execution through the circuit court pursuant to section 162.11 FS (2009).

Dated this **15th** of April 2022

Notice: If you are going to be represented by an Attorney, the Attorney should file a Notice of Appearance with the Board, P.O.BOX 540371, Opa-locka, Florida 33054.

*May, 2022 SMT
docs.*

CITY OF OPA-LOCKA -
780 FISHERMAN STREET, 4TH FLOOR
OPA-LOCKA, FLORIDA 33054 * (305) 953-2868



2920 NW 135th #1 CE 21030043 June 21, 2022 Hearing

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete Items 1, 2, and 3. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature: <i>[Signature]</i> ☐ Agent ☒ Addressee	
1. Article Addressed to: BBM INVESTMENTS INC 723 NE 193 ST MIAMI, FL 33179		B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery 6/4	
2. Article Number (Transfer from service label) 7021 0950 0001 9071 1036		D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below:	
3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Registered Mail Restricted Delivery (\$500)			
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

June 2022 SMH

June meeting cancelled
by Magistrate.

July 2022 Smith docs.



780 FISHERMAN STREET, 4TH FLOOR
OPA-LOCKA, FLORIDA 33054

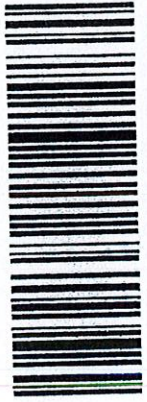
City of
OPA-LOCKA
Florida

"THE GREAT CITY"

Record owner of real property known as:
BBM INVESTMENTS INC
723 NE 193 ST
MIAMI, FL 33179

Final Ruling
Special Master's Ruling

CERTIFIED MAIL



7020 0090 0000 3065 1858

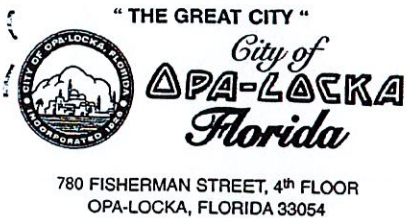
FIRST-CLASS



US POSTAGE
ZIP 33054
02 7H
000601 2323
\$ 007.82
AUG 03 2022

33054-3806

331 NE 193 ST
BBM INVESTMENTS INC
723 NE 193 ST
MIAMI FL 33179-3979
FORWARD TIME EXP RTN TO SEND
32110008/09/22
RETURN TO SENDER



CERTIFIED MAIL®



7021 0950 0001 9070 6087

FIRST-CLASS



US POSTAGE



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INT
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331 NFE 1 32110006/
FORWARD TIME EXP RTN TO SEND
188M INVESTMENTS INC
767 NE 198RD ST
MIAMI FL 33179-3979

RETURN TO SENDER

July SMH (2022)

2920

City of Opa-Locka
Public Works
vs.
BBM INVESTMENTS INC.
Respondent

Case Number: 200-17-21
CE Number: CE2100043
Case Number: 06-2124-014-0010

Code Enforcement Division

Notice of Violation and Notice of Hearing

Pursuant to the Sec Code 12-224 of the City of Opa-Locka, THE UNDERSIGNED Code Inspector hereby gives notice of an uncorrected violation of the City of Opa-Locka, as more particularly described herein, and hereby request a PUBLIC HEARING before the Code Enforcement Special Master.

- Location/Address where violation exists: 2920 NW 135 ST
- Name and address of owner/person in charge of location where violation exists:
BBM INVESTMENTS INC.
723 NE 130 ST
MIAMI, FL 33179
- Date of Violation: 5/23/2021
- Description of Violation: Failure to obtain landlord consent permit as required for rental properties.
Reset 30 days if not in compliance to add \$250 fine per day until compliance.
- Amount of Fine: \$300.00 plus other costs \$229.40- Total amount before hearing: \$529.40

Unless Respondent corrects the violation described herein by the date set for above and contacts the undersigned Code Inspector to verify compliance with city code (and herein, notice is hereby given that pursuant to section 8.1-20 of the City's Code of the City of Opa-Locka, a PUBLIC HEARING will be conducted in the above style cause before the code enforcement Special Master on 6/7/2022 at 10:00am, location 214 PATTY ALDRICH, Opa-Locka, Florida 33054, and whereas the City of Opa-Locka, Florida pursuant to section (62.09 F.S.(2005)), imposes court costs as part of costs associated with enforcement of code violation in the amount of \$229.40, plus other cost.

The Special Master will receive testimony and evidence in said Public Hearing and shall make findings of fact as are supported by the testimony and evidence pertaining to matter alleged herein. Should you not show up at this hearing your case will still be heard, declared in default, and the Special Magistrate will make a final judgment which can only be appealed within 30 days of execution through the circuit court pursuant to section 162.11 FS (2009).

Dated this 23rd of June 2022

CITY OF OPA-LOCKA - CITY HALL CODE ENFORCEMENT DIVISION
700 FISHMEAT STREET, 4TH FLOOR
OPA-LOCKA, FLORIDA 33054 - (904) 953-2863 04

Notes: If you are going to be represented by an Attorney, the Attorney should file a Notice of Appearance with the City of Opa-Locka, Florida 33054.

Jul 8, 2022 12:40:31 PM
2920 Northwest 135th Street
Opa-locka
Miami-Dade County
Florida

Notice of Hearing posted



Code Enforcement Division

City of Opa-Locka
Petitioner

Citation Number: 23847-21
CE Number: CE21030043
Folio Number: 08-2128-024-0010

vs.

BBM INVESTMENTS INC

Respondent

Notice of Violation and Notice of Hearing

Pursuant to the Sec Code **13-274** of the City of Opa-Locka, THE UNDERSIGNED Code Inspector hereby gives notice of an uncorrected violation of the City of Opa-Locka, as more particularly described herein, and hereby request a PUBLIC HEARINNG before the Code Enforcement Special Master.

- Location/Address where violation exists: 2920 NW 135 ST #1
- Name and address of owner/person in charge of location where violation exists:
BBM INVESTMENTS INC
723 NE 193 ST
- **MIAMI, FL 33179**
Date of Violation: 3/23/2021
- Description of Violation: **Failure to obtain landlord tenant permit as required for rental properties - Reset 30 days if not in compliance to add \$250 fine per day until complied.**
- Amount of Fine: **\$300.00** plus other cost **\$239.40**= Total amount before hearing: **\$539.40**

Unless Respondent corrects the violation described herein by the date set for above and contacts the undersigned Code Inspector to verify compliance with city code cited herein, notice is hereby given that pursuant to section 8.1-20 of the City's Code of the City of Opa-Locka, a **PUBLIC HEARING** will be conducted in the above style cause before the code enforcement **Special Master on 07/26/2022 at 10:00am**, location **215 Perviz Avenue, Opa-Locka, Florida 33054**, and whereas the City of Opa-Locka, Florida pursuant to section 162.09 F.S.(2003), **impose court cost as part of costs associated with enforcement of code violation in the amount of \$239.40, plus other cost.**

The Special Master will receive testimony and evidence as said Public Hearing and shall make findings of fact as are supported by the testimony and evidence pertaining to matter alleged herein. Should you not show up at this hearing your case will still be heard, declared as default, and the Special Magistrate will make a final judgment which can only be appealed within 30 days of execution through the circuit court pursuant to section 162.11 FS (2009).

Dated this **23rd of June 2022**

CITY OF OPA-LOCKA - CITY HALL CODE ENFORCEMENT DIVISION
780 FISHERMAN STREET, 4TH FLOOR
OPA-LOCKA, FLORIDA 33054 * (305) 953-2868 #4

Notice: If you are going to be represented by an Attorney, the Attorney should file a Notice of Appearance with the Board, P.O.BOX 540371, Opa-locka, Florida 33054.



"THE GREAT CITY"

**City of
OPA-LOCKA
Florida**

780 FISHERMAN STREET, 4th FLOOR
OPA-LOCKA, FLORIDA 33054

CERTIFIED MAIL



7020 0090 0000 3065 1858

FIRST-CLASS



US POSTAGE
ZIP 33054
02 7H
0006012322
\$ 007.820
AUG 03 2022

Final Ruling
Special Master's Rule

Record owner of real property known as:

BBM INVESTMENTS INC

723 NE 193 ST

MIAMI, FL 33179

331 NE 1 32110008/09/ZZ
FORWARD TIME EXP RTN TO SEND
BBM INVESTMENTS INC
767 NE 193RD ST
MIAMI FL 33179-3979

RETURN TO SENDER

33054-3806



SPECIAL MASTER
FINDING OF FACT AND CONCLUSIONS OF LAW

CITY OF OPA-LOCKA
Petitioner
vs
Respondent
BBM INVESTMENTS INC

CE Number: CE21030043
Folio Number: 08-2128-024-0010

I FIND THAT

The respondent, BBM INVESTMENTS INC on 3/23/2021, at the property Located at 2920 NW 135 ST #1 is / was in violation of The City of Opa-Locka Code, Section 13-274 as described in the written report of the Code Enforcement Officer and in oral testimony before the Special Master.

Description of Violation: Failure to obtain landlord tenant permit as required for rental properties -
Reset 30 days if not in compliance to add \$250 fine per day until complied.

On behalf of the City of Opa-Locka, the respondent BBM INVESTMENTS INC must pay:

Citation Amount: \$ _____ Increase Citation Fee: \$ _____ Reduced Citation Fee: \$ _____

() Fine Fee per day: \$ _____ starting _____ (IF NOT COMPLIED WITHIN _____ DAYS)

Additional Cost

(☒) Administration Fee: \$ 239.40

() Other Cost: \$ _____ (Please show cost sheet as proof of cost)

() Citation Dismissed _____

TOTAL AMOUNT TO BE PAID: \$ _____ (IF COMPLIED WITHIN _____ DAYS)

Comments:

(☒) No Show

() Present

\$250 Fine Per day until abated

A Certified copy of this order may be recorded in the public records of Dade County and thereafter shall constitute a lien against the above referenced property, or if you do not own said property, against any real or personal property that you own. **LIEN THAT REMAINS UNPAID FOR THREE (3) MONTHS MAY BE FORECLOSED IN COURT.** In addition, the certificate of use and Occupational License of any business occupying the property may be suspended or withheld. Operating a business without all required licenses is illegal under State and City Ordinance and is punishable by criminal arrest and/or closing the business.

CERTIFICATE

I hereby certify that the foregoing is a true and correct order entered by the Special Master.

DONE AND ORDERED THIS 26th DAY OF July, 2022

ATTEST:


SPECIAL MAGISTRATE
CHRISTOPHER BENJAMIN



"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



PARTIES: Bbm Investments Inc ("Seller"),
and Dixa Asset Manager or Assignee ("Buyer"),
agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
(collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 2920 NW 135th St, Opa Locka, FL 33054
(b) Located in: Miami-Dade County, Florida. Property Tax ID #: 082128024 0010, 0020, 0030, 0040, 0050, 0060
(c) Real Property: The legal description is 135TH STREET CONDO UNIT 1,2,3,4,5,6 UNDIV 16.68% INT IN
COMMON ELEMENTS OFF REC 11727-1521 OR 23560-2480 04 2005 6

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
by other terms of this Contract.

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s),
doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access
devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- (e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): \$ 1,200,000.00

- (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ 0.00

The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☒ accompanies offer or (ii) ☐ is to be made within _____ (if left
blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Name: LGI Title Services

Address: 9100 S Dadeland Blvd. Suite 1500 Miami FL 33156 Phone: (786) 453-8222

E-mail: mcabus@lgititle.com Fax: (786) 551-1889

- (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
days after Effective Date \$ _____

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$ _____

- (d) Other: \$ _____

- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
transfer or other Collected funds (see STANDARD S) \$ 1,200,000.00

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
May 5, 2025, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
the counter-offer is delivered.

- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are
received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Buyer's Initials KS

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Seller's Initials KS

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this Contract, the Closing shall occur on _____ or before 45 days ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☒ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

☒ (a) This is a cash transaction with no financing contingency.

☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

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means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each party may select.

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums for any lender's title policy and endorsements; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any lender's title policy and endorsements; or

☒ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent and pay for premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation. Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title insurance underwriter, not to exceed \$_____ (if left blank, then \$200.00); (B) tax search; and (C) municipal lien search.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☒ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 15 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

Buyer's Initials 

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Seller's Initials 

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- | | | |
|--|--|---|
| ☐ A. Condominium Rider | ☐ O. Insulation Disclosure | ☐ AA. Licensee Property Interest |
| ☐ B. Homeowners' Assn. | ☐ P. Lead Paint Disclosure (Pre-1978) | ☐ BB. Binding Arbitration |
| ☐ C. Seller Financing | ☐ Q. Housing for Older Persons | ☐ CC. Miami-Dade County
Special Taxing District
Disclosure |
| ☐ D. Mortgage Assumption | ☐ R. Rezoning | ☐ DD. Seasonal/Vacation
Rentals |
| ☐ E. FHA/VA Financing | ☐ S. Lease Purchase/ Lease Option | ☐ EE. PACE Disclosure |
| ☐ F. Appraisal Contingency | ☐ T. Pre-Closing Occupancy | ☐ FF. Credit Related to Buyers
Broker Compensation |
| ☐ G. Short Sale | ☐ U. Post-Closing Occupancy | ☐ GG. Sellers Agreement with
Respect to Buyers Broker
Compensation |
| ☐ H. Homeowners'/Flood Ins | ☐ V. Sale of Buyer's Property | ☐ Other: _____ |
| ☐ I. RESERVED | ☐ W. Back-up Contract | _____ |
| ☐ J. Interest-Bearing Acct. | ☐ X. Kick-out Clause | _____ |
| ☐ K. RESERVED | ☐ Y. Seller's Attorney Approval | |
| ☐ L. RESERVED | ☐ Z. Buyer's Attorney Approval | |
| ☐ M. Defective Drywall | | |
| ☐ N. Coastal Construction
Control Line | | |

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588 * 20. ADDITIONAL TERMS: _____
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606 COUNTER-OFFER

607 * ☐ Seller counters Buyer's offer.

608 [The remainder of this page is intentionally left blank.
609 This Contract continues with line 610 on Page 13 of 13.]

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

629 *	Buyer: DocuSigned by: <u>Herman Serrano</u> 81556F9C5B7D411	Date: <u>5/1/2025</u>
630 *	Buyer: _____	Date: _____
631 *	Seller: DocuSigned by: <u>Juan Manuel Serrano</u> 200994C7F914439	Date: <u>5/1/2025</u>
632 *	Seller: _____	Date: _____

633	Buyer's address for purposes of notice	Seller's address for purposes of notice
634 *	_____	_____
635 *	_____	_____
636 *	_____	_____

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

643 *	_____	_____
644	Cooperating Sales Associate, if any	Listing Sales Associate
645 *	_____	_____
646	Cooperating Broker, if any	Listing Broker

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING A CODE COMPLIANCE FINE REDUCTION FOR THE PROPERTY LOCATED AT 13150 ASWAN ROAD, WITHIN THE CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 8, 2022, the property owner, BBM Investments, LLC (formerly BMI Investments, LLC) of 13150 Aswan Road, within the City of Opa-Locka ("City"), received a Code Compliance citation (CE2060084) in the amount of Two Hundred Fifty Dollars (\$250.00) for failure to obtain a landlord-tenant permit; and

WHEREAS, this case was presented to Special Magistrate on January 24, 2023 and the final ruling was for the issue to be rectified within thirty (30) days or the property was subject to a Three Hundred Fifty Dollars (\$350.00) daily fine until complied. The daily fines became effective February 24, 2023. Due to continuous non-compliance as of July 8, 2025, the fines have surpassed Three Hundred Three Thousand Dollars (\$303,000.00); and

WHEREAS, the perspective buyer / Power of Attorney, Dixa Asset Manager, has requested that the City Commission consider a reduction of the fine to the amount of Twenty Thousand Dollars (\$20,000.00); and

WHEREAS, through a Building and Licensing property inquiry, it was revealed that the property owner(s) have several properties that do not adhere to the City's permitting requirements; and

WHEREAS, the City Manager recommends a seventy-five percentage (75%) reduction for a total payment of Seventy-Five Thousand, Eight Hundred Twenty-Five Dollars and Ten Cents (\$75,825.10) under the condition that the property owner brings their additional six (6) properties into compliance and obtains the appropriate permits; 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 City Manager to approve a code compliance fine reduction in the amount of Seventy-Five Thousand, Eight Hundred Twenty-Five Dollars and Ten Cents (\$75,825.10) for the property at 13150 Aswan Road, within the City.

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

SECTION 1. ADOPTION OF REPRESENTATIONS

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to approve a code compliance reduction in the amount of Seventy-Five Thousand, Eight Hundred Twenty-Five Dollars and Ten Cents (\$75,825.10) for the property located at 13150 Aswan Road, within the City.

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 as 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

City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	08.25.2025		Item Type: <i>(Enter X in the box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in the box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in the box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in the box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept.)</i>		Advertising Requirement: <i>(Enter X in the box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in the box)</i>	Yes	No	RFP/RFQ/Bid#:	N/A			
	X						
Strategic Plan Related <i>(Enter X in the box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan			
			Enhance Organization ☐	Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
			Bus. & Economic Development ☒				
			Public Safety ☒				
			Quality of Education ☐				
			Qual. of Life & City Image ☒				
			Communication ☐				
Sponsor Name:	City Manager		Department:				

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA TO CONSIDER A CODE COMPLIANCE REDUCTION FOR THE PROPERTY LOCATED AT 13150 ASWAN ROAD.

Staff Summary:

On July 8, 2022, the property owner, BBM Investments, LLC (formerly BMI Investments, LLC) of 13150 Aswan Road received a Code Compliance citation (CE2060084) in the amount of \$250 for failure to obtain a landlord-tenant permit. This case was presented to Special Magistrate on January 24, 2023 and the final ruling was for the issue to be rectified within 30 days or the property was subject to a \$350 daily fine until complied. The daily fines became effective February 24, 2023. Due to continuous non-compliance as of July 8, 2025, the fines have surpassed \$303,000. The perspective buyer and Power of Attorney, Dixia Asset Manager, has requested the City Commission's consideration of a reduction of fines to the amount of \$20,000.00. Through a Building and Licensing property inquiry,

it was unveiled that the property owners have several properties that does not adhere to the City's permitting requirements.

City Administration recommends a 75% reduction for a total payment of \$75,825.10 under the condition that the property owner brings their additional six (6) properties into compliance and obtains the appropriate permits.

- 2330 Atlantic Blvd
- 2332 Atlantic Blvd.
- 2334 Atlantic Blvd.
- 2336 Atlantic Blvd.
- 2338 Atlantic Blvd.
- 13190 Aswan Rd

Financial Impact: The financial impact will generate approximately \$75,825.10 of revenue.

Proposed Action:

City Administration will adhere to the direction of the City Commission.

Attachment(s):

CONFIRMATION OF NOTICES

CE2060084 – 13150 Aswan Rd.

June 7, 2022, warning issued for “no current landlord tenant permit”

June 8, 2022, property was posted with warning notice

July 8, 2022, citation issued in the amount of \$250.00 for failure to comply

November 29, 2022, case was RESET for January hearing

January 11, 2023, Property was posted for notice of hearing

January 24, 2023, scheduled hearing and ruling made by Magistrate ordered 30 days to comply or \$350/per day commencing February 24, 2023, if compliance is not met.

March 6, 2023, certified mail for “notice of hearing” was returned from postal service.

December 14, 2023, Reinspection for compliance was conducted and found to be non-compliant.

December 18, 2023, Affidavit of Compliance was mailed to registered address

December 24, 2023, mail returned as “attempted not known unable to forward” although the mail was forwarded to the new address as of January 25, 2023. Property appraiser reflected new address as 3625 N. Country Club Dr. , Unit 709, Aventura, FL 33180.

Records also reflect a recorded document of a Quit-Claim Deed with that information from BMI to BBM Investments with the same registered agent per Sunbiz.



" THE GREAT CITY "

City of
OPA-LOCKA
Florida

780 FISHERMAN STREET, 4th FLOOR
OPA-LOCKA, FLORIDA 33054

CERTIFIED MAIL



7020 0090 0000 3065 1858

FIRST-CLASS



US POSTAGE PAID BY **BOWES**
ZIP 33054
02 7H
0006012323
\$ 007.82
AUG 03 2022

Special Master's Rule

Record owner of real property known as:
BBM INVESTMENTS INC
723 NE 193 ST
MIAMI, FL 33179

33054-3806

331 NFE 1
FORWARD TIME EXP RTN TO SEND
BBM INVESTMENTS INC
723 NE 193RD ST
MIAMI FL 33179-3979
RETURN TO SENDER



SPECIAL MASTER
FINDING OF FACT AND CONCLUSIONS OF LAW

CITY OF OPA-LOCKA
Petitioner
vs
Respondent
BBM INVESTMENTS INC

CE Number: CE21030043
Folio Number: 08-2128-024-0010

I FIND THAT

The respondent, **BBM INVESTMENTS INC** on 3/23/2021, at the property Located at 2920 NW 135 ST #1 is / was in violation of The City of Opa-Locka Code, Section 13-274 as described in the written report of the Code Enforcement Officer and in oral testimony before the Special Master.

Description of Violation: Failure to obtain landlord tenant permit as required for rental properties -
Reset 30 days if not in compliance to add \$250 fine per day until complied.

On behalf of the City of Opa-Locka, the respondent **BBM INVESTMENTS INC** must pay:

Citation Amount: \$ _____ Increase Citation Fee: \$ _____ Reduced Citation Fee: \$ _____

() Fine Fee per day: \$ _____ starting _____ (IF NOT COMPLIED WITHIN _____ DAYS)

Additional Cost

(☒) Administration Fee: \$ 239.40

() Other Cost: \$ _____ (Please show cost sheet as proof of cost)

() Citation Dismissed _____

TOTAL AMOUNT TO BE PAID: \$ _____ (If COMPLIED WITHIN _____ DAYS)

Comments:

(☒) No Show

() Present

\$250 fine per day until abated

A Certified copy of this order may be recorded in the public records of Dade County and thereafter shall constitute a lien against the above referenced property, or if you do not own said property, against any real or personal property that you own. **LIEN THAT REMAINS UNPAID FOR THREE (3) MONTHS MAY BE FORECLOSED IN COURT.** In addition, the certificate of use and Occupational License of any business occupying the property may be suspended or withheld. Operating a business without all required licenses is illegal under State and City Ordinance and is punishable by criminal arrest and/or closing the business.

CERTIFICATE

I hereby certify that the foregoing is a true and correct order entered by the Special Master.

DONE AND ORDERED THIS 26th DAY OF July, 2022

ATTEST:


SPECIAL MAGISTRATE
CHRISTOPHER BENJAMIN





**Pending Code Enforcement Lien Notice
Special Master's Ruling**

Record owner of real property known as:
BBM INVESTMENTS INC
723 NE 193 ST
MIAMI, FL 33179

Date: JULY 27, 2022

Legal Description:

Folio Number: 08-2128-024-0010

CERTIFIED:

Service Address: 2920 NW 135 ST #1

Type of Service: Code Enforcement

CE/Lien Number: CE21030043

Sec Code : 13-274

Citation Number: 23847-21

Citation/Lien Amount: \$ 0

Other Cost: \$ 0

Release Fee: \$ 35.00 (Once a lien has been filed)

Amount Due: \$ 0

Violation Description: Failure to obtain landlord tenant permit as required for rental properties - After 30 days \$250 fine per day will be added until complied..

Please be advised that the above listed property was heard before **Special Magistrate, Christopher Benjamin** on **07/26/2022** and were found guilty of the above violation. If the above amount is not paid in full, by **08/27/2022**, a lien will be filed against your real property for the stated amount and any other fees imposed by the City of Opa-Locka.

Please submit payment as listed below:

Mail Payment To:

City of Opa-Locka Code Enforcement Department
P.O. Box 540371
Opa-Locka, Florida 33054

Paying In Person:

City of Opa-Locka Code Enforcement Department
780 Fisherman Street, 4th Floor
Opa-Locka, Florida 33054

Method of Payment: Personal Check, Money Order, Cashier's Check -

If you desire further information, please contact our office at (305) 953-2868 *6 between the hours of 8:00 am through 5:00pm, Monday through Friday.

Sincerely,

CITY OF OPA-LOCKA
Code Enforcement Department



City of
OPA-LOCKA
Florida

**Pending Code Enforcement Lien Notice
Special Master's Ruling**

Record owner of real property known as:

BMI INVESTMENTS LLC

723 NE 193 ST

MIAMI, FL 33179

1/24/2023 CE RULING

Legal Description:

Folio Number: 08-2128-018-0040

Service Address: 13150 ASWAN RD

Type of Service: Code Enforcement

Citation/Lien Number: CE22060084

Citation/Lien Amount: \$ 311.00

Other Cost: \$ 239.40

Release Fee: \$ 35.00 (Once a lien has been filed)

Amount Due: \$ 550.40

Violation Description: No current landlord tenant permit CV 13-274 -30 DAYS TO COMPLY-AFTER 30 DAYS NON COMPLIANCE \$350 FINE PER DAY WILL BE ADDED-

Please be advised that the above listed property was heard before **Special Magistrate, Beatrice Cazeau** on **1/24/2023** and were found guilty of the above violation. If the above amount **is not paid in full, by 2/24/2023, a lien will be filed against your real property** for the stated amount and any other fees imposed by the City of Opa-Locka.

If payment has been made and violation is in compliance, please contact our office

Please submit payment as listed below:

Mail Payment To:

City of Opa-Locka

Code Enforcement Department

P.O. BOX 540371

Opa-Locka, Florida 33054

Paying In Person:

City of Opa-locka Code Enforcement

780 Fisherman Street, 4th Floor

Opa-locka, Florida 33054

**Method of Payment: Personal Check,
Money Order, Cashier's Check -**

If you desire further information, please contact our office at (305) 953-2868, *6 between the hours of 8:00am through 5:00 pm, Monday through Friday.

CITY OF OPA-LOCKA

Code Enforcement Department



SPECIAL MASTER
FINDING OF FACT AND CONCLUSIONS OF LAW

CITY OF OPA-LOCKA
Petitioner,
vs.
Respondent
BMI INVESTMENTS LLC

CE Number: CE22060084
Folio Number: 08-2128-018-0040

I FIND THAT

The respondent, BMI INVESTMENTS LLC, at the property Located at 13150 ASWAN RD, is / was in violation of The City of Opa-Locka Code, Section 13-274 as described in the written report of the Code Enforcement Officer and in oral testimony before the Special Master.

Description of Violation: No current landlord tenant permit CV 13-274 C#25042 CASE RESET

On behalf of the City of Opa-Locka, the respondent BMI INVESTMENTS LLC must pay:

Citation Amount: \$ 311.00 Increase Citation Fee: \$ _____ Reduced Citation Fee: \$ _____

(☒) Fine Fee per day: \$ 350.00 starting 2/24/23 (IF NOT COMPLIED WITHIN 30 DAYS)

Additional Cost

(☒) Administration Fee: \$ 239.40

() Other Cost: \$ _____ (Please show cost sheet as proof of cost)

() Citation Dismissed _____

TOTAL AMOUNT TO BE PAID: \$ 550.40 (IF COMPLIED WITHIN 30 DAYS)

Comments:

(☒) No Show () Present 30 days or \$350/pd

A Certified copy of this order may be recorded in the public records of Dade County and thereafter shall constitute a lien against the above referenced property, or if you do not own said property, against any real or personal property that you own. **LIEN THAT REMAINS UNPAID FOR THREE (3) MONTHS MAY BE FORECLOSED IN COURT.** In addition, the certificate of use and Occupational License of any business occupying the property may be suspended or withheld. Operating a business without all required licenses is illegal under State and City Ordinance and is punishable by criminal arrest and/or closing the business.

CERTIFICATE

I hereby certify that the foregoing is a true and correct order entered by the Special Master.

DONE AND ORDERED THIS 24th DAY OF January, 2023

ATTEST:

Beatrice Cazeau
SPECIAL MAGISTRATE - Beatrice Cazeau

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



PARTIES: Bbm Investments Inc ("Seller"),
 and Dixa Asset Manager or Assignee ("Buyer"),
 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 13150 Aswan Rd, Opa Locka, FL 33054
 (b) Located in: Miami-Dade County, Florida. Property Tax ID #: 08-21-28-018-0040
 (c) Real Property: The legal description is RICHARDS FIRST PB 90-93 LOT 4 BLK 1 LOT SIZE 6030 SQUARE FEET OR 20131-1810 1201 1 COC 23540-3015 06 2005 1

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are:

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- (e) The following items are excluded from the purchase:

PURCHASE PRICE AND CLOSING**2. PURCHASE PRICE (U.S. currency):** \$ 750,000.00

- (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ 0.00

The initial deposit made payable and delivered to "Escrow Agent" named below

(CHECK ONE): (i) ☒ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN

OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Name: LGI Title Services

Address: 9100 S Dadeland Blvd. Suite 1500 Miami FL 33156 Phone: (786) 453-8222

E-mail: mcabus@lgititle.com Fax: (786) 551-1889

- (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date \$

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8

- (d) Other: \$

- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (see STANDARD S) \$ 750,000.00

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before May 5, 2025, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Buyer's Initials RS

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Seller's Initials YLS

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Serial#: 061180-900174-6125715

this Contract, the Closing shall occur on _____ or before 45 days ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

- 7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☒ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- ☒ (a) This is a cash transaction with no financing contingency.

☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

Buyer's Initials RS
Florida Realtors/Florida Bar-ASIS-7

Seller's Initials YLS

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

Buyer's Initials HS
FloridaRealtors/FloridaBar-ASIS-7

Seller's Initials JMS

means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each party may select.

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums for any lender's title policy and endorsements; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any lender's title policy and endorsements; or

☒ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent and pay for premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation. Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title insurance underwriter, not to exceed \$_____ (if left blank, then \$200.00); (B) tax search; and (C) municipal lien search.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☒ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 15 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

Buyer's Initials AS

Seller's Initials MS

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- | | | |
|---|--|---|
| ☐ A. Condominium Rider | ☐ O. Insulation Disclosure | ☐ AA. Licensee Property Interest |
| ☐ B. Homeowners' Assn. | ☐ P. Lead Paint Disclosure (Pre-1978) | ☐ BB. Binding Arbitration |
| ☐ C. Seller Financing | ☐ Q. Housing for Older Persons | ☐ CC. Miami-Dade County Special Taxing District Disclosure |
| ☐ D. Mortgage Assumption | ☐ R. Rezoning | ☐ DD. Seasonal/Vacation Rentals |
| ☐ E. FHA/VA Financing | ☐ S. Lease Purchase/ Lease Option | ☐ EE. PACE Disclosure |
| ☐ F. Appraisal Contingency | ☐ T. Pre-Closing Occupancy | ☐ FF. Credit Related to Buyers Broker Compensation |
| ☐ G. Short Sale | ☐ U. Post-Closing Occupancy | ☐ GG. Sellers Agreement with Respect to Buyers Broker Compensation |
| ☐ H. Homeowners'/Flood Ins | ☐ V. Sale of Buyer's Property | ☐ Other: _____ |
| ☐ I. RESERVED | ☐ W. Back-up Contract | _____ |
| ☐ J. Interest-Bearing Acct. | ☐ X. Kick-out Clause | _____ |
| ☐ K. RESERVED | ☐ Y. Seller's Attorney Approval | |
| ☐ L. RESERVED | ☐ Z. Buyer's Attorney Approval | |
| ☐ M. Defective Drywall | | |
| ☐ N. Coastal Construction Control Line | | |

Buyer's Initials MS

Page 11 of 13

Seller's Initials MS

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Serial#: 061180-900174-6125715



The city of
bright opportunities
f t i @opalockafl

Code Compliance Search Only

7.31.2025 UPDATE

FABIAN ZEVALLOS
FLORIDA LIEN SEARCH, INC
10301 SW 107 ST
MIAMI, FL 33176-3473

Service Address:
13150 ASWAN RD

Folio Number:
08-2128-018-0040

File #

Dear Customer:

Please be advised that after researching the above reference property, our records show (ONE) outstanding Code Citations or Liens against this property as of July 31, 2025.

Case Number	Status	Amount	Opa-locka Release Fee	Dade County Release Fee	Balance Due
CE22060084	FINE ACCURING DAILY				\$311,350.40

Please Note: Standard Lien Search Fee: \$65.00 per folio number (5-7 business days from the date of receipt and Rush Service: \$100.00 per folio number (24 hours from the date of receipt). Our CE files are updated daily.

Code Compliance- \$350 FINE PER DAY STARTED 2/24/2023 – NO CURRENT LANDLORD PERMIT UNTIL COMPLIED

Please make check payable to:

**City of Opa-Locka
Code Compliance Division
P.O. Box 540371
Opa-Locka, Florida 33054**

Should your closing not take place within **one week** of this letter, an update is needed to verify any changes. Please email your update to: brobinson@opalockafl.gov. There's no charge for your **first** update within the same year; however, any additional updates are at a cost of \$25.00. **(NO UPDATES ARE ISSUED FOR THE PREVIOUS YEAR)**. No verbal's are given. If you have any questions regarding this matter, please contact our office at (305) 953-2868 Monday through Friday, from 8:00 a.m. through 5:00 pm.

Sincerely,

**CITY OF OPA-LOCKA
Code Compliance Division**

588 * 20. ADDITIONAL TERMS: _____
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605 _____

606 COUNTER-OFFER

607 * ☐ Seller counters Buyer's offer.

608 [The remainder of this page is intentionally left blank.
609 This Contract continues with line 610 on Page 13 of 13.]

610 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
611 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

612 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

613 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the*
614 *terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and*
615 *conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all*
616 *interested persons.*

617 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
618 TO BE COMPLETED.

619

ATTENTION: SELLER AND BUYER

620**CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes,
621 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by
622 certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the
623 Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of
624 Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly**
625 **sell property in violation of the Act.**

626**At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the**
627 **Act.** Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under
628 the Act.

629 * Buyer:

DocuSigned by:
Herman Serrano
31556F9C5B7D411...

 Date: 5/1/2025

630 * Buyer: _____ Date: _____

631 * Seller:

DocuSigned by:
Juan Manuel Serrano
206F94C7F914439.

 Date: 5/1/2025

632 * Seller: _____ Date: _____

633 Buyer's address for purposes of notice Seller's address for purposes of notice

634 * _____

635 * _____

636 * _____

637 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers
638 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct
639 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
640 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
641 retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by
642 Seller or Listing Broker to Cooperating Brokers.

643 * _____

644 Cooperating Sales Associate, if any Listing Sales Associate

645 * _____

646 Cooperating Broker, if any Listing Broker

Ashley Walker

From: Juan M Silverpeak Group <juanma@silverpeakgroup.com>
Sent: Thursday, August 14, 2025 8:13 PM
To: Ashley Walker
Subject: Submission of Lien Reduction Petition – 13150 Aswan Rd & 2920 NW 135 St
Attachments: Letter city manager.pdf; Seller to buyer POA.pdf; AS_IS_Residential_Contract_for_Sale_and_Purchase_FloridaRealtors-FloridaBar-ASIS-7-25 (1) (2).pdf; AS_IS_Residential_Contract_for_Sale_and_Purchase_FloridaRealtors-FloridaBar-ASIS-7-27 (1) (2).pdf

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

Dear City Manager

Please find attached the following documents in connection with our request to place the code enforcement lien matters for 13150 Aswan Road (Case CE22060084) and 2920 NW 135 Street (Case 21030043) on the agenda of the upcoming Commission meeting:

1. Letter to City Manager – Formal petition requesting lien reduction and settlement.
2. Seller's Power of Attorney – Authorizing me to negotiate and settle liens on behalf of the current owner.
3. Executed Purchase Contracts – Confirming my intent to acquire the properties and bring them into full compliance.

As outlined in the petition letter, we respectfully request:

- 2920 NW 135 St: Reduction to USD 10,000
- 13150 Aswan Rd: Reduction to USD 20,000
Payable in full at closing directly from the escrow account to ensure immediate resolution and payment to the City.

Both properties are occupied and maintained, not abandoned. The seller never intended for fines to escalate to these levels, and the proposed purchase will result in full compliance, improved neighborhood conditions, and increased property value.

JUAN SERRANO/DIXA ASSET MANAGER

305-799-1531

Juanma@silverpeakgroup.com

Dear City Manager,

I write on behalf of Dixa Asset Manager (buyer), with the seller's written authorization, to respectfully request that the code enforcement lien matters for 13150 Aswan Road (Case CE22060084) and 2920 NW 135 Street (Case 21030043) be placed on the next available Commission agenda (target: August 25 emergency meeting) for consideration of reduction and settlement.

Occupancy & Good Faith

Both properties are occupied and maintained, not abandoned. The seller never intended for fines to escalate to these amounts:

- 2920 NW 135 St – No evidence of any notice to the owner in the city's records.
- 13150 Aswan Rd – Attempts at notice were made, but the owner maintains they were never received.

In both cases, the initial citation issued in 2023 was for \$250 for failure to obtain a renter permit. In just three years, the fines have escalated to over \$300,000 per property, despite no other infractions ever being cited.

Current Balances (as of July 8, 2025)

- 13150 Aswan Rd: \$303,300.40 (fine accruing at \$350/day since 02/24/2023).
- 2920 NW 135 St: \$270,939.40 (fine accruing at \$250/day since 07/26/2023).

Buyer's Commitment & Public Benefit

As the prospective purchaser, we will close promptly, secure all required permits, and bring both properties into full compliance. This will eliminate active violations, enhance neighborhood safety, raise taxable property values, and serve the City's long-term interests.

Requested Action

1. Place both cases on the Commission agenda and toll/suspend daily accrual pending the Commission's decision.
2. Approve lien reductions as follows:
 - 2920 NW 135 St: Reduce to \$10,000.
 - 13150 Aswan Rd: Reduce to \$20,000.
3. The agreed reduced amounts will be paid in full at closing, directly from the closing escrow, ensuring immediate resolution and payment to the City.

We appreciate your consideration and stand ready to provide any documentation the City may require, including seller authorization, proof of occupancy, proposed scope of rehabilitation, and escrow arrangements.

SELLER AUTHORIZATION AND LIMITED POWER OF ATTORNEY

Date:

To:

City Manager

City of Opa-Locka

780 Fisherman Street, 4th Floor

Opa-Locka, FL 33054

Re: Authorization to Negotiate and Settle Code Enforcement Liens – 13150 Aswan Rd (CE22060084) & 2920 NW 135 St (21030043)

I, SMI INVESTMENTS LLC / BBM INVESTMENTS the legal owner of the properties located at 13150 Aswan Road, Opa-Locka, FL 33054 and 2920 NW 135 Street, Opa-Locka, FL 33054 ("the Properties"), hereby appoint and authorize Juan Serrano ("Authorized Representative") to act on my behalf for the sole and limited purpose of:

1. Communicating, negotiating, and submitting petitions to the City Manager, the Code Enforcement Department, and the Opa-Locka City Commission in connection with the pending code enforcement liens and fines affecting the Properties.
2. Requesting lien reductions, presenting supporting documentation, and agreeing to settlement terms.
3. Authorizing the City to accept payment of the agreed reduced lien amounts directly from the closing escrow at the time of sale to the Authorized Representative or their assignee.

This authorization is granted solely for the above-stated purposes and shall remain valid until [Insert Date – e.g., 90 days from execution] or until revoked in writing by me.

I affirm that I have full legal authority over the Properties and that this Authorization is given voluntarily.

Seller Information:

Name: BBM/SMI INVESTMENTS

Address: 767 NE 193 St

Phone: 954-536-6661

Email: Benevigi@gmail.com

Signature of Seller: [Signature] Date: 8/13/25

Printed Name: Barak Ben Ergi

Notary Acknowledgment:

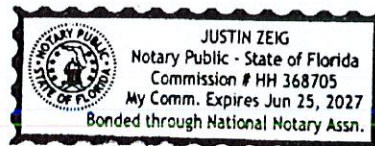
State of Florida

County of Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of August, 2025, by Barak Ben Ergi, who is personally known to me or has produced _____ as identification.

Notary Public: [Signature]

My Commission Expires: 06/25/2027





*Pending Code Enforcement Lien Notice
Special Master's Ruling*

Record owner of real property known as:
BMI INVESTMENTS LLC
723 NE 193 ST
MIAMI, FL 33179

1/24/2023 CE RULING

Legal Description:

Folio Number: 08-2128-018-0040
Service Address: 13150 ASWAN RD
Type of Service: Code Enforcement
Citation/Lien Number: CE22060084
Citation/Lien Amount: \$ 311.00
Other Cost: \$ 239.40

Release Fee: \$ 35.00 (Once a lien has been filed)

Amount Due: \$ 550.40

Violation Description: No current landlord tenant permit CV 13-274 -30 DAYS TO COMPLY-AFTER 30 DAYS NON COMPLIANCE \$350 FINE PER DAY WILL BE ADDED-

Please be advised that the above listed property was heard before Special Magistrate, Beatrice Cazeau on 1/24/2023 and were found guilty of the above violation. If the above amount is not paid in full, by 2/24/2023, a lien will be filed against your real property for the stated amount and any other fees imposed by the City of Opa-Locka.

If payment has been made and violation is in compliance, please contact our office

Please submit payment as listed below:

Mail Payment To:

City of Opa-Locka
Code Enforcement Department
P.O. BOX 540371
Opa-Locka, Florida 33054

Paying In Person:

City of Opa-locka Code Enforcement
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

**Method of Payment: Personal Check,
Money Order, Cashier's Check -**

If you desire further information, please contact our office at (305) 953-2868, *6 between the hours of 8:00am through 5:00 pm, Monday through Friday.

**CITY OF OPA-LOCKA
Code Enforcement Department**



City of
OPA-LOCKA
Florida

**SPECIAL MASTER
FINDING OF FACT AND CONCLUSIONS OF LAW**

CITY OF OPA-LOCKA
Petitioner,
vs.
Respondent
BMI INVESTMENTS LLC

CE Number: CE22060084
Folio Number: 08-2128-018-0040

I FIND THAT

The respondent, **BMI INVESTMENTS LLC**, at the property Located at **13150 ASWAN RD**, is / was in violation of The City of Opa-Locka Code, Section 13-274 as described in the written report of the Code Enforcement Officer and in oral testimony before the Special Master.

Description of Violation: No current landlord tenant permit CV 13-274 C#25042 CASE RESET

On behalf of the City of Opa-Locka, the respondent **BMI INVESTMENTS LLC** must pay:

Citation Amount: \$ 311.00 Increase Citation Fee: \$ _____ Reduced Citation Fee: \$ _____
(☒) Fine Fee per day: \$ 350.00 starting 2/24/23 (IF NOT COMPLIED WITHIN 30 DAYS)

Additional Cost

(☒) Administration Fee: \$ 239.40
() Other Cost: \$ _____ (Please show cost sheet as proof of cost)
() Citation Dimissed _____

TOTAL AMOUNT TO BE PAID: \$ 550.40 (IF COMPLIED WITHIN 30 DAYS)

Comments:

(☒) No Show () Present 30 days or \$350/pd

A Certified copy of this order may be recorded in the public records of Dade County and thereafter shall constitute a lien against the above referenced property, or if you do not own said property, against any real or personal property that you own. **LIEN THAT REMAINS UNPAID FOR THREE (3) MONTHS MAY BE FORECLOSED IN COURT.** In addition, the certificate of use and Occupational License of any business occupying the property may be suspended or withheld. Operating a business without all required licenses is illegal under State and City Ordinance and is punishable by criminal arrest and/or closing the business.

CERTIFICATE

I hereby certify that the foregoing is a true and correct order entered by the Special Master.

DONE AND ORDERED THIS 24th DAY OF January, 2023

ATTEST:

Beatrice Cazeau
SPECIAL MAGISTRATE - **Beatrice Cazeau**



The city of
bright opportunities
@opalockafl

CODE ENFORCMENT DEPARTMENT

CITY OF OPA-LOCKA
Petitioner

CE Number: CE22060084

vs

Folio Number: 08-2128-018-0040

Property Address: 13150 ASWAN RD.

BBM INVESTMENTS INC.
Respondent

AFFIDAVIT OF COMPLIANCE or NON-COMPLIANCE

STATE OF FLORIDA
COUNTY OF DADE

I, J. COOK Code Inspector for the City of Opa-Locka who, after being duly sworn, deposes and says:

That a re-inspection was performed on 12/14/23.

That the re-inspection revealed that the corrective action has been taken.

Description of Violation: No current landlord tenant permit CV 13-274 C#25042

_____ Partial Compliance _____ Full Compliance.

Note: NO Payment / NO Compliance

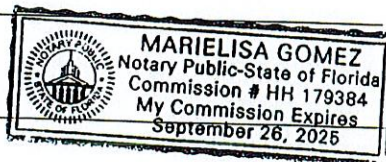
John Cook
Signature of Code Inspector

FURTHER AFFIANT SAYETH NOT.

State of Florida County of Miami-Dade
The foregoing instrument was acknowledged before me via ☒ physical presence OR
☐ online notarizations this 14 day of December, 2023.
By John Cook
Personally known 2 OR produced identification _____

Marielisa Gomez
Notary Name Here, Notary Public

My Commission Expires _____



" THE GREAT CITY "



City of
OPA-LOCKA
Florida

780 FISHERMAN STREET, 4th FLOOR
OPA-LOCKA, FLORIDA 33054

RECEIVED
DEC 28 2023

ANK1: 9400921687

~~B&M Investments Inc.
3625 N. Country Club Dr. 709
Adventure, FL 33150~~

NIXIE 331 DE 1 0012/24/23
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 33054380699 *2906-05276-19-41

FIRST-CLASS



US POSTAGE
PITNEY BOWES
ZIP 33054
02 7H
0006012323
\$ 000.630
DEC 18 2023



The city of
bright opportunities
@opalockafl

CODE ENFORCMENT DEPARTMENT

CITY OF OPA-LOCKA
Petitioner

CE Number: CE22060084

VS

Folio Number: 08-2128-018-0040

Property Address: 13150 ASWAN RD.

BBM INVESTMENTS INC.
Respondent

AFFIDAVIT OF COMPLIANCE or NON-COMPLIANCE

STATE OF FLORIDA
COUNTY OF DADE

I, **J. COOK** Code Inspector for the City of Opa-Locka who, after being duly sworn, deposes and says:

That a re-inspection was performed on 12/14/23.

That the re-inspection revealed that the corrective action has been taken.

Description of Violation: No current landlord tenant permit CV 13-274 C#25042

_____ Partial Compliance _____ Full Compliance.

Note: NO PAYMENT/NO COMPLIANCE

John Cook
Signature of Code Inspector

FURTHER AFFIANT SAYETH NOT.

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me via ☒ physical presence OR
☐ online notarizations this 14 day of December, 2023.

By John Cook

Personally known 2 OR produced identification _____

Notary Name Here, Notary Public

My Commission Expires _____



25042

THE GREAT CITY



City of
OPA-LOCKA
Florida

CODE ENFORCEMENT DIVISION CITATION

CITATION NUMBER CE-

22060084

The undersigned certifies that upon personal investigation he/she has reasonable cause to believe

that the following person is in violation of the Code of Ordinances of the City of Opa-Locka.

DATE OF VIOLATION: 7/8/22 DAY 8 YEAR 2022 TIME 2:09 PM
NAME (Print): PAUL INVESTMENTS LLC
STREET (Mailing address): 723 NE 193 ST

CITY Miami STATE FL ZIP 33179

(Home address, if not the same as the mailing address)

TELEPHONE NUMBER

DATE OF BIRTH

RACE

SEX

HEIGHT

VEHICLE MAKE/TYPE (if applicable)

YEAR

COLOR

TAG NUMBER

DRIVER LICENSE NUMBER

SOCIAL SECURITY NUMBER

DID UNLAWFULLY COMMIT THE FOLLOWING OFFENSE:

CITY OF OPA-LOCKA CODE, SECTION: 13-274

MANA-DATE COUNTY CODE:

VIOLATION DESCRIPTION: No current landlord tenant permit

All rental properties in the city are required

a landlord tenant permit

Thank you

LOCATION OF VIOLATION: 13150 Hsuan Rd

FOUO: 08-2125-018-0040

THIS CITATION IS ISSUED PURSUANT TO FLORIDA STATUTES SECTION 182.21 AND CITY OF OPA-LOCKA

ORDINANCE NO. 90-5

YOU SHALL EITHER:

1. PAY THE CIVIL PENALTY OF \$ 250.00 DOLLARS BY MAIL UPON RECEIPT OF THIS CITATION.

2. PAY THE CIVIL PENALTY OF \$ 250.00 DOLLARS BY MAIL UPON RECEIPT OF THIS CITATION.

3. PAY THE CIVIL PENALTY OF \$ 250.00 DOLLARS BY MAIL UPON RECEIPT OF THIS CITATION.

4. PAY THE CIVIL PENALTY OF \$ 250.00 DOLLARS BY MAIL UPON RECEIPT OF THIS CITATION.

5. PAY THE CIVIL PENALTY OF \$ 250.00 DOLLARS BY MAIL UPON RECEIPT OF THIS CITATION.

6. PAY THE CIVIL PENALTY OF \$ 250.00 DOLLARS BY MAIL UPON RECEIPT OF THIS CITATION.

7. PAY THE CIVIL PENALTY OF \$ 250.00 DOLLARS BY MAIL UPON RECEIPT OF THIS CITATION.

8. PAY THE CIVIL PENALTY OF \$ 250.00 DOLLARS BY MAIL UPON RECEIPT OF THIS CITATION.

9. PAY THE CIVIL PENALTY OF \$ 250.00 DOLLARS BY MAIL UPON RECEIPT OF THIS CITATION.

10. PAY THE CIVIL PENALTY OF \$ 250.00 DOLLARS BY MAIL UPON RECEIPT OF THIS CITATION.

11. PAY THE CIVIL PENALTY OF \$ 250.00 DOLLARS BY MAIL UPON RECEIPT OF THIS CITATION.

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28. PAY THE CIVIL PENALTY OF \$ 250.00 DOLLARS BY MAIL UPON RECEIPT OF THIS CITATION.

1. SIGNATURE OF VIOLATOR

DATE

DATE AND TIME ISSUED

TO #

WHITE COPY - GREEN COPY - CODE ENFORCEMENT CLERK

PINK COPY - CODE INSPECTOR

CANARY COPY - INDIVIDUAL

GOLDEN COPY - CODE DIVISION

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OFFICE OF THE

S

CODE ENFORCEMENT

"THE GREAT CITY"

66104



City of
OPA-LOCKA
Florida

DATE 6/7/22

Property Information	
Folio:	08-2128-018-0040
Property Address:	13150 ASWAN RD Opa-locka, FL 33054-50
Owner	BMI INVESTMENTS LLC
Mailing Address	723 NE 193 ST MIAMI, FL 33179 USA
PA Primary Zone	4400 MULTI-FAMILY - 3
Primary Land Use	0803 MULTIFAMILY 2-9 MULTIFAMILY 3 OR MORE
Beds / Baths / Half	8 / 4 / 0
Floors	1
Living Units	4
Actual Area	2,708 Sq.Ft
Living Area	2,708 Sq.Ft
Adjusted Area	2,452 Sq.Ft
Lot Size	6,030 Sq.Ft
Year Built	1971

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage

Total Postage and Fees

Sent To BMI Investments LLC
723 NE 193 ST
MIAMI, FL 33179

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

RICHARDS FIRST PB 90-93
LOT 4 BLK 1
LOT SIZE 6030 SQUARE FEET
OR 20131-1810 1201 1
COC 23540-3015 06 2005 1

PROPERTY ADDRESS: 13150 Aswan Rd
OWNER/OCCUPIER: BMI Investments LLC
FOLIO # 08-2128-018-0040
OTHER INFORMATION: CE 220 60084 J. Cook

CODES OF THE CITY OF OPA-LOCKA

THIS NOTICE OF WARNING IS TO INFORM YOU THAT AN INSPECTION WAS DONE OF
YOUR PROPERTY AND THE VIOLATION(S) CHECKED BELOW WAS/WERE FOUND:
THIS CONSTITUTES A VIOLATION OF CITY OF OPA-LOCKA ORDINANCE SECTION:

☐ 3-1	1-3 ☐ 6-12(F)5g	☐ 13-98
☐ 3-4	☐ 7-3	☐ 13-150
☐ 5-51	☐ 8-2(O)	☐ 14-1
☐ 5-65	☐ 8-2(E)	☐ 14-20
☐ 6-1(H)	☐ 9-1(B)	☐ 19-4
B-3 ☐ 6-9(B)4	☐ 11-7	☐ 20-2
I-1 ☐ 6-10(E)2d	☐ 11-15	☐ D.C. ORD 150.2
I-2A ☐ 6-11A(E)3a	☐ 13-2	<u>13-274</u>
I-3 ☐ 6-12(F)5b	☐ 13-18	☐

VARIANCE NEEDED FOR

SEE BACK OF THIS COPY FOR DESCRIPTION OF VIOLATION(S)

REMARKS:

No current landlord tenant permit

All rental properties in the city area
required a landlord tenant permit.

Please comply ASAP

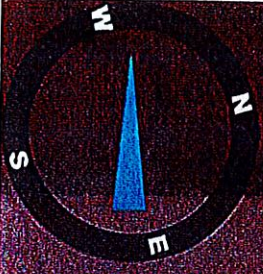
YOU ARE HEREBY NOTIFIED THAT YOU HAVE.....HRS.....7.....DAYS TO COMPLY
FAILURE TO CORRECT THE VIOLATION(S) IN THE ALLOTTED TIME WILL FORCE US TO TAKE FURTHER
ACTION.

RE-INSPECTION DATE 6/14/22

WHITE COPY - CODE ENFORCEMENT OFFICER PINK COPY - CODE INSPECTOR CANARY COPY - INDIVIDUAL GOLDEN COPY - CODE DIVISION

OFFICE - 780 Fisherman St., 4th Floor, Opa-Locka, FL 33054 • (305) 953-2868

The Office of the Property Appraiser is continually editing and updating the
and Miami-Dade County assumes no liability, see full disclaimer and Use



ENFORCEMENT

GREAT CITY "

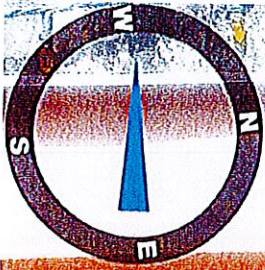
66104

City of
PA-LAERKA
Florida

DATE *6/8/22*



Jun 8, 2022 10:39:00 AM
25.89401019N 80.2477319W
284° W
13150 Northwest 30th Avenue
Opa-locka
Miami-Dade County
Florida



13150



Jun 8, 2022 10:39:15 AM
25.89403354N 80.24774429W

276° W
13150 Northwest 30th Avenue

Opa-locka

Miami-Dade County
Florida



Truck
ge 24...
Google

NW 127th St
Kinne Terrace



CODE ENFORCMENT DEPARTMENT

CITY OF OPA-LOCKA
Petitioner

CE Number: CE22060084

VS

Folio Number: 08-2128-018-0040

Property Address: 13150 ASWAN RD

Respondent
BMI INVESTMENTS LLC

AFFIDAVIT OF COMPLIANCE or NON-COMPLIANCE

STATE OF FLORIDA
COUNTY OF DADE

I, J. COOK, Code Inspector for the City of Opa-Locka who, after being duly sworn, deposes and says:

That a re-inspection was performed on 11/14/23.

That the re-inspection revealed that the corrective action has been taken.

Description of violation: No current landlord tenant permit CV 13-274 C#25042 CASE RESET

_____ Partial Compliance _____ Full Compliance.

Note: _____

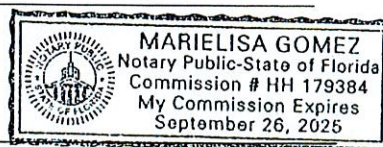
John Cook
Signature of Code Inspector

FURTHER AFFIANT SAYETH NOT.

State of Florida County of Miami-Dade
The foregoing instrument was acknowledged before me via ☒ physical presence OR
☐ online notarizations this 11 day of November, 2023.
By John Cook
Personally known I OR produced identification _____

M. Gomez
Notary Name Here, Notary Public

My Commission Expires _____





City of
OPA-LOCKA
Florida

CODE ENFORCEMENT DEPARTMENT

CITY OF OPA-LOCKA

Petitioner

CE Number: CE22060084

Folio Number: 08-2128-018-0040

vs

BMI INVESTMENTS LLC

723 NE 193 ST

MIAMI, FL 33179

Respondent

Property Address:

13150 ASWAN RD

OPA LOCKA FL 33054

AFFIDAVIT OF POSTING FORM BEFORE SPECIAL MASTER'S HEARING
HEARING DATE JANUARY 24, 2023

STATE OF FLORIDA

COUNTY OF DADE

I, **J.COOK**, Code Inspector for the City of Opa-Locka posted property located at the abovementioned address on 11/12/23.

Description of violation: No current landlord tenant permit CV 13-274 C#25042 CASE RESET

John Cook
Signature of Code Inspector

PERSONALLY appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, John cook, who first being duly sworn, acknowledges before me that the information herein is true and correct.

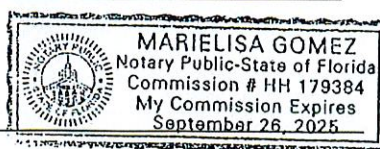
State of Florida County of Miami-Dade

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 11 day of November, 2023.

By John cook
Personally known e OR produced identification _____

M. Gomez
Notary Name Here, Notary Public

My Commission Expires _____





CODE ENFORCMENT DEPARTMENT

CITY OF OPA-LOCKA
Petitioner

CE Number: CE22060084

VS

Folio Number: 08-2128-018-0040
Property Address: 13150 ASWAN RD

Respondent
BMI INVESTMENTS LLC

AFFIDAVIT OF COMPLIANCE or NON-COMPLIANCE

STATE OF FLORIDA
COUNTY OF DADE

I, J. COOK, Code Inspector for the City of Opa-Locka who, after being duly sworn, deposes and says:

That a re-inspection was performed on 1/11/23.

That the re-inspection revealed that the corrective action has been taken.

Description of violation: No current landlord tenant permit CV 13-274 C#25042 CASE RESET

_____ Partial Compliance _____ Full Compliance.

Note: _____

John Cook
Signature of Code Inspector

FURTHER AFFIANT SAYETH NOT.

State of Florida County of Miami-Dade
The foregoing instrument was acknowledged before me via ☒ physical presence OR
☐ online notarizations this 11 day of November, 2023.
By John Cook
Personally known I OR produced identification _____

M. Gomez
Notary Name Here, Notary Public

My Commission Expires _____





City of
OPA-LOCKA
Florida

CODE ENFORCMENT DEPARTMENT

CITY OF OPA-LOCKA
Petitioner

CE Number: CE22060084

Folio Number: 08-2128-018-0040

vs
BMI INVESTMENTS LLC
723 NE 193 ST
MIAMI, FL 33179
Respondent

Property Address:
13150 ASWAN RD
OPA LOCKA FL 33054

AFFIDAVIT OF POSTING FORM BEFORE SPECIAL MASTER'S HEARING
HEARING DATE JANUARY 24, 2023

STATE OF FLORIDA
COUNTY OF DADE

I, **J. COOK**, Code Inspector for the City of Opa-Locka posted property located at the abovementioned address on 11/11/23.

Description of violation: **No current landlord tenant permit CV 13-274 C#25042 CASE RESET**

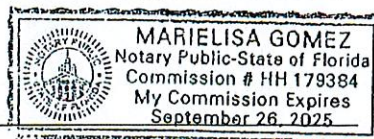
John Cook
Signature of Code Inspector

PERSONALLY appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, John Cook, who first being duly sworn, acknowledges before me that the information herein is true and correct.

State of Florida County of Miami-Dade
The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 11 day of November, 2023.
By John Cook
Personally known 1 OR produced identification _____

M. Gomez
Notary Name Here, Notary Public

My Commission Expires _____





 **City of
OPA-LOCKA
Florida**

Code Enforcement Department

CE Number: CE22060084
Folio Number: 08-2128-018-0040

TS LLC

Notice of Violation and Notice of Hearing

13-274, of the City of Opa-Locka Code, THE UNDERSTIGNED, **2023-1-11-17:47**
(), hereby gives notice of an uncorrected violation of the City of Opa-Locka
icularly described herein, and hereby request a PUBLIC HEARING before



Code Enforcement Department

City of Opa-Locka

Petitioner

VS.

Respondent

BMI INVESTMENTS LLC

CE Number: CE22060084

Folio Number: 08-2128-018-0040

Notice of Violation and Notice of Hearing

Pursuant to Section 13-274, of the City of Opa-Locka Code, THE UNDERSIGNED Code Inspector, (J.COOK), hereby gives notice of an uncorrected violation of the City of Opa-Locka Code, as more particularly described herein, and hereby request a PUBLIC HEARING before the Code Enforcement Special Master.

Location/Address where violation exist: 13150 ASWAN RD

Name and mailing address of owner/person in charge of location where violation exist:

Name: BMI INVESTMENTS LLC

Address: 723 NE 193 ST

City, State: MIAMI, FL 33179

Date of Violation: 7/8/2022

Description of Violation: No current landlord tenant permit CV 13-274 C#25042 CASE RESET

Fine Amount: \$ 250.00 Other cost \$ 61.00 Amount due \$311.00

Unless Respondent corrects the violation described herein by the date set for above and contacts the undersigned Code Inspector to verify compliance with city code cited herein, notice is hereby given that pursuant to section 8.1-20 of the City's Code of the City of Opa-Locka, a **PUBLIC HEARING** will be conducted in the above style cause before the code enforcement Special Master on **01/24/2023 at 10:00am**, location: **215 Perviz Avenue, Opa-Locka, Florida 33054**, and whereas the City of Opa-Locka, Florida pursuant to section 162.09 F.S.(2003), impose court cost as part of costs associated with enforcement of code violation in the amount of \$239.40, plus other cost.

The Special Master will receive testimony and evidence as said Public Hearing and shall make

723 NE 193 ST CE22060084

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete items 1, 2, and 3. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below. RECEIVED MAR 06 2023	
1. Article Addressed to: BMI INVESTMENTS LLC 723 NE 193 ST MIAMI, FL 33179		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	
2. Article Number (Transfer from service label) 7022 2410 0002 7544 2909		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

9590 9402 7787 2152 9042 28

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt



**Pending Code Enforcement Lien Notice
Special Master's Ruling**

Record owner of real property known as:

BMI INVESTMENTS LLC

723 NE 193 ST

MIAMI, FL 33179

1/24/2023 CE RULING

Legal Description:

Folio Number: 08-2128-018-0040

Service Address: 13150 ASWAN RD

Type of Service: Code Enforcement

Citation/Lien Number: CE22060084

Citation/Lien Amount: \$ 311.00

Other Cost: \$ 239.40

Release Fee: \$ 35.00 (Once a lien has been filed)

Amount Due: \$ 550.40

Violation Description: No current landlord tenant permit CV 13-274 -30 DAYS TO COMPLY-AFTER 30 DAYS NON COMPLIANCE \$350 FINE PER DAY WILL BE ADDED-

Please be advised that the above listed property was heard before **Special Magistrate, Beatrice Cazeau** on **1/24/2023** and were found guilty of the above violation. If the above amount is not paid in full, by **2/24/2023**, a lien will be filed against your real property for the stated amount and any other fees imposed by the City of Opa-Locka.

If payment has been made and violation is in compliance, please contact our office

Please submit payment as listed below:

Mail Payment To:

City of Opa-Locka

Code Enforcement Department

P.O. BOX 540371

Opa-Locka, Florida 33054

Paying In Person:

City of Opa-locka Code Enforcement

780 Fisherman Street, 4th Floor

Opa-locka, Florida 33054

Method of Payment: Personal Check,

Money Order, Cashier's Check -

If you desire further information, please contact our office at (305) 953-2868, *6 between the hours of 8:00am through 5:00 pm, Monday through Friday.

CITY OF OPA-LOCKA

Code Enforcement Department



SPECIAL MASTER
FINDING OF FACT AND CONCLUSIONS OF LAW

CITY OF OPA-LOCKA
Petitioner,
vs.
Respondent
BMI INVESTMENTS LLC

CE Number: CE22060084
Folio Number: 08-2128-018-0040

I FIND THAT

The respondent, BMI INVESTMENTS LLC, at the property Located at 13150 ASWAN RD, is / was in violation of The City of Opa-Locka Code, Section 13-274 as described in the written report of the Code Enforcement Officer and in oral testimony before the Special Master.

Description of Violation: No current landlord tenant permit CV 13-274 C#25042 CASE RESET

On behalf of the City of Opa-Locka, the respondent BMI INVESTMENTS LLC must pay:

Citation Amount: \$ 311.00 Increase Citation Fee: \$ _____ Reduced Citation Fee: \$ _____

(☒) Fine Fee per day: \$ 350. starting 2/24/23 (IF NOT COMPLIED WITHIN 30 DAYS)

Additional Cost

(☒) Administration Fee: \$ 239.40

() Other Cost: \$ _____ (Please show cost sheet as proof of cost)

() Citation Dismissed _____

TOTAL AMOUNT TO BE PAID: \$ 550.40 (IF COMPLIED WITHIN 30 DAYS)

Comments:

(☒) No Show () Present 30 days or \$350/pd

A Certified copy of this order may be recorded in the public records of Dade County and thereafter shall constitute a lien against the above referenced property, or if you do not own said property, against any real or personal property that you own. **LIEN THAT REMAINS UNPAID FOR THREE (3) MONTHS MAY BE FORECLOSED IN COURT.** In addition, the certificate of use and Occupational License of any business occupying the property may be suspended or withheld. Operating a business without all required licenses is illegal under State and City Ordinance and is punishable by criminal arrest and/or closing the business.

CERTIFICATE

I hereby certify that the foregoing is a true and correct order entered by the Special Master.

DONE AND ORDERED THIS 24th DAY OF January, 2023

ATTEST:

Beatrice Cazeau
SPECIAL MAGISTRATE - Beatrice Cazeau



City of
OPA-LOCKA
Florida

**SPECIAL MASTER
FINDING OF FACT AND CONCLUSIONS OF LAW**

CITY OF OPA-LOCKA

Petitioner,

vs.

Respondent

BMI INVESTMENTS LLC

CE Number: CE22060084

Folio Number: 08-2128-018-0040

I FIND THAT

The respondent, BMI INVESTMENTS LLC, at the property Located at 13150 ASWAN RD, is / was in violation of The City of Opa-Locka Code, Section 13-274 as described in the written report of the Code Enforcement Officer and in oral testimony before the Special Master.

Description of Violation: No current landlord tenant permit CV 13-274 C#25042 CASE RESET

On behalf of the City of Opa-Locka, the respondent BMI INVESTMENTS LLC must pay:

Citation Amount: \$ 311.00 Increase Citation Fee: \$ _____ Reduced Citation Fee: \$ _____

(☒) Fine Fee per day: \$ 350.00 starting 2/24/23 (IF NOT COMPLIED WITHIN 30 DAYS)

Additional Cost

(☒) Administration Fee: \$ 239.40

() Other Cost: \$ _____ (Please show cost sheet as proof of cost)

() Citation Dismissed _____

TOTAL AMOUNT TO BE PAID: \$ 550.40 (IF COMPLIED WITHIN 30 DAYS)

Comments:

(☒) No Show () Present 30 days or \$350/pd

A Certified copy of this order may be recorded in the public records of Dade County and thereafter shall constitute a lien against the above referenced property, or if you do not own said property, against any real or personal property that you own. **LIEN THAT REMAINS UNPAID FOR THREE (3) MONTHS MAY BE FORECLOSED IN COURT.** In addition, the certificate of use and Occupational License of any business occupying the property may be suspended or withheld. Operating a business without all required licenses is illegal under State and City Ordinance and is punishable by criminal arrest and/or closing the business.

CERTIFICATE

I hereby certify that the foregoing is a true and correct order entered by the Special Master.

DONE AND ORDERED THIS 24th DAY OF January, 2023

ATTEST:

Beatrice Cazeau
SPECIAL MAGISTRATE - Beatrice Cazeau



SPECIAL MASTER
FINDING OF FACT AND CONCLUSIONS OF LAW

CITY OF OPA-LOCKA
Petitioner,
vs.
Respondent
BMI INVESTMENTS LLC

CE Number: CE22060084
Folio Number: 08-2128-018-0040

I FIND THAT

The respondent, BMI INVESTMENTS LLC, at the property Located at 13150 ASWAN RD, is / was in violation of The City of Opa-Locka Code, Section 13-274 as described in the written report of the Code Enforcement Officer and in oral testimony before the Special Master.

Description of Violation: No current landlord tenant permit CV 13-274

On behalf of the City of Opa-Locka, the respondent BMI INVESTMENTS LLC must pay:

Citation Amount: \$ _____ Increase Citation Fee: \$ _____ Reduced Citation Fee: \$ _____

() Fine Fee per day: \$ _____ starting _____ (IF NOT COMPLIED WITHIN _____ DAYS)

Additional Cost

() Administration Fee: \$ 239.40

() Other Cost: \$ _____ (Please show cost sheet as proof of cost)

() Citation Dismissed _____

TOTAL AMOUNT TO BE PAID: \$ _____ (IF COMPLIED WITHIN _____ DAYS)

Comments:

() No Show () Present

Show - DEFAULT
Reset

A Certified copy of this order may be recorded in the public records of Dade County and thereafter shall constitute a lien against the above referenced property, or if you do not own said property, against any real or personal property that you own. **LIEN THAT REMAINS UNPAID FOR THREE (3) MONTHS MAY BE FORECLOSED IN COURT.** In addition, the certificate of use and Occupational License of any business occupying the property may be suspended or withheld. Operating a business without all required licenses is illegal under State and City Ordinance and is punishable by criminal arrest and/or closing the business.

CERTIFICATE

I hereby certify that the foregoing is a true and correct order entered by the Special Master.

DONE AND ORDERED THIS 29th DAY OF November, 2022

ATTEST:

Beatrice Cazeau
SPECIAL MAGISTRATE - Beatrice Cazeau



City of
OPA-LOCKA
Florida

COLLECTION NOTICE

TO: BMI Investments LLC

723 NE 193 St
Miami, FL 33179

Date Mailed: 5/9/2016

ACCOUNT SUMMARY

Citation Date: 4/19/2016

CE Number: 16040121

Citation Number: 20968-16

Service Address: 13150 Aswan rd

Folio Number: 08-2128-018-0040

Citation Fee: \$100

10% Late Fee: \$10

Processing/Postage Fee: \$11

Field Inspection Fee: \$25

Balance due date: **Past Due**

Balance due: \$ **146**

Description of Violation: Failure to obtain a landlord tenant permit

This is a reminder that the above citation is now due. Please contact our office immediately to avoid a "Special Master Hearing" by the City of Opa-Locka Code Enforcement Department. Should you go before the Special Master's for an unpaid citation, we will impose an administrative fee as part of cost associated with enforcement of code violation in the amount of \$100.00, plus other cost, according to 162.09 F.S. (2003). Please call **Derrick Erwin at (305) 953-2868, ext # *1510** should you have any question on the above violation.

CUSTOMER RESPONSE

CE NUMBER: 16040121

Comments:

Mail Payment To:

City of Opa-locka Code Enforcement Division
Attn: Ms. Barbara Robinson
P.O. Box 540371
Opa-locka, Florida 33054

Paying In Person:

City of Opa-locka Code Enforcement
780 Fisherman Street - 4th Floor
Opa-locka, Florida 33054

**Method of Payment: Personal Check,
Money Order, Cashier's Check -**

NO CASH

Please note: Late fee is assessed after TWENTY DAYS OF CITATION DATE.



City of
OPA-LOCKA
Florida

20968

CODE ENFORCEMENT DIVISION CITATION

CITATION NUMBER CE- 16040121

The undersigned certifies that upon personal investigation he/she has reasonable cause to believe and does believe that on:

DAY OF WEEK <u>TUESDAY</u>	MONTH <u>04</u>	DAY <u>19</u>	YEAR <u>2016</u>	TIME ☐ AM ☐ PM
-------------------------------	--------------------	------------------	---------------------	--

NAME (Print) <u>STAT INVESTMENTS</u>	FIRST <u>LLC</u>	M.I. <u></u>	LAST <u></u>
---	---------------------	-----------------	-----------------

STREET (Mailing address) 723 N. E. 193 ST

CITY <u>Miami</u>	STATE <u>FL</u>	ZIP <u>33179 USA</u>
----------------------	--------------------	-------------------------

(home address, if not the same as the mailing address)

TELEPHONE NUMBER	DATE OF BIRTH	RACE	SEX	HEIGHT
------------------	---------------	------	-----	--------

VEHICLE MAKE/TYPE (if applicable)	YEAR	COLOR	TAG NUMBER
-----------------------------------	------	-------	------------

DRIVER LICENSE NUMBER	SOCIAL SECURITY NUMBER
-----------------------	------------------------

DID UNLAWFULLY COMMIT THE FOLLOWING OFFENSE: 13-276
CITY OF OPA-LOCKA CODE, SECTION:

MIAMI-DADE COUNTY CODE:

VIOLATION DESCRIPTION: FAILURE TO OBTAIN A
LANDLORD TENANT PERMIT

LOCATION OF VIOLATION: 13150 ASWAN RD

FOLIO # 08-2128-018-0040

THIS CITATION IS ISSUED PURSUANT TO FLORIDA STATUTES SECTION 162.21 AND CITY OF OPA-LOCKA ORDINANCE NO. 90-5

YOU SHALL EITHER:

1. PAY THE CIVIL PENALTY OF 100.00 DOLLARS BY MAIL UPON RECEIPT OF THIS CITATION. THIS PAYMENT CONSTITUTES A CONVICTION OF THE CIVIL INFRACTION. YOU MUST INCLUDE A COPY OF THE CITATION WITH YOUR PAYMENT TO ENSURE PROPER CREDIT. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER ONLY. DO NOT SEND CASH BY MAIL. MAIL THE PAYMENT AND CITATION COPY TO:

CITY OF OPA-LOCKA
P.O. BOX 540371
OPA-LOCKA, FLORIDA 33054
ATTN: CODE ENFORCEMENT DIVISION CLERK

OR

2. CONTEST THE CITATION. IF YOU WISH TO CONTEST, DO NOT MAKE PAYMENT. YOU MAY REQUEST A HEARING, IN WRITING, BEFORE THE SPECIAL MASTER WITHIN 20 DAYS FROM THE DAY OF CITATION. AFTER RECEIVING YOUR REQUEST, IN WRITING, A NOTICE OF HEARING WILL BE SENT TO YOU AT THE ADDRESS WRITTEN ABOVE. IF THE ADDRESS SHOWN IS INCORRECT OR INCOMPLETE, NOTIFY THE CODE ENFORCEMENT DIVISION CLERK'S OFFICE OF THE CORRECTIONS AT (305) 953-2868, TO ENSURE THAT YOUR NOTICE IS PROPERLY FORWARDED. THIS NOTICE WILL ADVISE YOU OF THE LOCATION, DATE AND TIME OF THE CIVIL INFRACTION HEARING AT WHICH YOU MUST APPEAR. IF THE SPECIAL MASTER FINDS YOU IN VIOLATION OF THE CIVIL INFRACTION CHARGED, YOU MAY BE ASSESSED A CIVIL PENALTY OF UP TO FIVE HUNDRED ("500.00") DOLLARS.

IF YOU FAIL TO PAY THE CIVIL PENALTY WITHIN THE TWENTY (20) DAYS TIME ALLOWED, OR FAIL TO TIMELY APPEAR BEFORE THE SPECIAL MASTER PURSUANT TO THE NOTICE OF HEARING REQUEST TO CONTEST THE CITATION, YOU SHALL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO CONTEST THE CITATION AND JUDGMENT MAY BE ENTERED AGAINST YOU BY THE SPECIAL MASTER FOR AN AMOUNT UP TO THE MAXIMUM CIVIL PENALTY, TO WIT: FIVE HUNDRED (\$500.00) DOLLARS. ANY PERSON WHO WILFULLY REFUSES TO SIGN AND ACCEPT THIS CITATION SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE PUNISHABLE AS PROVIDED BY § 775.082-775.083 OR 775.084 FLORIDA STATUTES

I ACKNOWLEDGE RECEIPT OF THIS CITATION. I UNDERSTAND ACCEPTANCE OF THIS CITATION IS NOT AN ADMISSION OF A VIOLATION.

SIGNATURE OF VIOLATOR <u>Dennis L. 04-19-2016</u>	DATE
--	------

SIGNATURE AND TITLE OF OFFICER /	DATE AND TIME ISSUED /	I.D. #
WHITE COPY & GREEN COPY CODE ENFORCEMENT CLERK PINK COPY CODE INSPECTOR		CANARY COPY - INDIVIDUAL GOLDEN COPY - CODE DIVISION

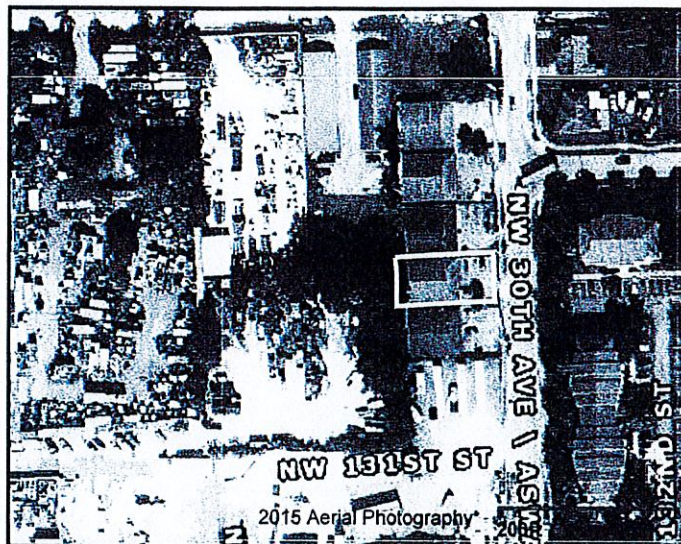


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 4/19/2016

Property Information	
Folio:	08-2128-018-0040
Property Address:	13150 ASWAN RD Opa-locka, FL 33054-5031
Owner	BMI INVESTMENTS LLC
Mailing Address	723 NE 193 ST MIAMI, FL 33179 USA
Primary Zone	4400 MULTI-FAMILY - 3 STORY
Primary Land Use	0803 MULTIFAMILY 2-9 UNITS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths / Half	8 / 4 / 0
Floors	1
Living Units	4
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	2,403 Sq.Ft
Lot Size	6,030 Sq.Ft
Year Built	1971



Assessment Information			
Year	2015	2014	2013
Land Value	\$18,090	\$21,105	\$19,899
Building Value	\$93,262	\$101,964	\$103,663
XF Value	\$0	\$2,194	\$2,231
Market Value	\$111,352	\$125,263	\$125,793
Assessed Value	\$111,352	\$115,764	\$105,240

Benefits Information				
Benefit	Type	2015	2014	2013
Non-Homestead Cap	Assessment Reduction		\$9,499	\$20,553
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
RICHARDS FIRST PB 90-93 LOT 4 BLK 1 LOT SIZE 6030 SQUARE FEET OR 20131-1810 1201 1 COC 23540-3015 06 2005 1	

Taxable Value Information			
	2015	2014	2013
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$111,352	\$115,764	\$105,240
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$111,352	\$125,263	\$125,793
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$111,352	\$115,764	\$105,240
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$111,352	\$115,764	\$105,240

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
03/02/2015	\$178,000	29524-1826	Transfer where the sale price is verified to be part of a package or bulk sale.
06/01/2005	\$195,000	23540-3015	Sales which are qualified
12/01/2001	\$93,000	20131-1810	Sales which are qualified
12/01/1997	\$82,000	17905-4568	Sales which are qualified

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

Version:



OFFICE OF THE

Assessment Information	
Year	2015
Land Value	\$18,090
Building Value	\$93,262
XF Value	\$
Market Value	\$111,35
Assessed Value	\$111,3

Benefits Information	
Benefit	Type
Non-Homestead Cap	Assessment Re

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee	
\$	
Extra Services & Fees <i>(check box, add fee as appropriate)</i>	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	
\$	
Total Postage and Fees	
\$	

Sent To **BMI INVESTMENTS LLC**
Street and Apt. No., or PO Box No. **723 N.E. 193 ST.**
City, State, ZIP+4* **Miami FL 33179 USA**

PS Form 3800, April 2015 PSN 7530-02-000-9047

THE GREAT CITY
City of OPA-LOCKA
Florida
CODE ENFORCEMENT DIVISION CITATION
CITATION NUMBER CE-16040121
20968

The undersigned certifies that upon personal investigation he/she has reasonable cause to believe and does believe that on:

DAY OF WEEK THURSDAY **MONTH** 04 **DAY** 19 **YEAR** 2016 **TIME** ☐ AM ☐ PM

NAME (Print) BMI FIRST INVESTMENTS **M.I.** LAST ☐ AM ☐ PM

STREET (Mailing address) 723 N.E. 193 LLC

CITY Miami **STATE** FL **ZIP** 33179 USA

(home address, if not the same as the mailing address)

TELEPHONE NUMBER **DATE OF BIRTH** **RACE** **SEX** **HEIGHT**

VEHICLE MAKE/TYPER (if applicable) **YEAR** **COLOR** **TAG NUMBER**

DRIVER LICENSE NUMBER **SOCIAL SECURITY NUMBER**

DID UNLAWFULLY COMMIT THE FOLLOWING OFFENSE:
CITY OF OPA-LOCKA CODE, SECTION: 13-276

MIAMI-DADE COUNTY CODE:

VIOLATION DESCRIPTION: FAILURE TO OBTAIN A LANDLORD TENANT PERMIT

LOCATION OF VIOLATION:

FOLIO # 08-2128-018-0040 13150 ASWAN RD

THIS CITATION IS ISSUED PURSUANT TO FLORIDA STATUTES SECTION 162.21 AND CITY OF OPA-LOCKA ORDINANCE NO. 90-5

YOU SHALL EITHER:
1. PAY THE CIVIL PENALTY OF 100.00 **DOLLARS BY MAIL UPON RECEIPT OF THIS CITATION.**
THIS CITATION CONSTITUTES A CONVICTION OF THE CIVIL INFRACTION. YOU MUST INCLUDE A COPY OF THE CITATION WITH YOUR PAYMENT TO ENSURE PROPER CREDIT. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER ONLY. DO NOT SEND CASH BY MAIL. MAIL THE PAYMENT AND CITATION COPY TO:
CITY OF OPA-LOCKA
P.O. BOX 540371
OPA-LOCKA, FLORIDA 33054
ATTN: CODE ENFORCEMENT DIVISION CLERK

IF YOU WISH TO CONTEST, DO NOT MAKE PAYMENT. YOU MAY REQUEST A SPECIAL MASTER HEARING WITHIN 20 DAYS FROM THE DAY OF CITATION. AFTER WRITING, A NOTICE OF HEARING WILL BE SENT TO YOU AT THE ADDRESS SHOWN IS INCORRECT OR INCOMPLETE, NOTIFY THE CODE ENFORCEMENT DIVISION OF THE CORRECTIONS AT (305) 953-2868. TO ENSURE THAT YOUR NOTICE OF VIOLATION WILL ADVISE YOU OF THE LOCATION, DATE AND TIME OF THE VIOLATION, YOU MUST APPEAR. IF THE SPECIAL MASTER FINDS YOU IN VIOLATION OF THE CITY OF OPA-LOCKA CODE, YOU MAY BE ASSESSED A CIVIL PENALTY OF UP TO FIVE HUNDRED DOLLARS WITHIN THE TWENTY (20) DAYS TIME ALLOWED, OR FAIL TO TIMELY APPEAR, YOU WILL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO CONTEST THE CITATION AND JUDGE YOU GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE PUNISHABLE AS PROVIDED BY FLORIDA STATUTES.

I UNDERSTAND ACCEPTANCE OF THIS CITATION IS NOT AN ADMISSION OF GUILT.

SIGNATURE OF VIOLATOR 4-19-2016 **DATE**

OFFICIAL **DATE AND TIME ISSUED** **I.D. #**

RECEIVED BY **CLERK**

CANARY COPY - INDIVIDUAL
GOLDEN COPY - CODE DIVISION

Postmark Here

See Reverse for Instructions

20968

4/19/2016

The Property Appraiser

4/19/2016

1053

BMI INVESTMENTS LLC

63-4630 FL
1631

DATE 08/15/16

PAY
TO THE
ORDER OF

CITY OF Cpa locka

three hundred and thirty eight ⁴⁴/₁₀₀

\$

338

⁴⁴/₁₀₀

DOLLARS

Security
Details on
Back

Bank of America

ACH R/T 063100277

FOR

CE # 16040121

Burgin

MP

⑈001053⑈ ⑆063000047⑆ 898065018634⑈



City of
OPA-LOCKA
Florida

0930

CODE ENFORCEMENT

8/15/2016

CUSTOMER'S RECEIPT

Code No.

Received of BMI Investments LLC

Address 13150 Aswan Rd.

Description CE16040121

C 20968.16

CK 1053

Dollars \$ 338.44

Make all checks payable to
City of Opa-locka, Florida

Cashier

WHITE - Customer Copy YELLOW - Office Copy PINK - Department Copy

Valid only when bearing official machine
endorsement of Cashier below.



City of
OPA-LOCKA
Florida

14.

CITY OF OPA-LOCKA

Petitioner,

vs.

BMI INVESTMENTS LLC

Respondent,

Citation Number: 20968-16

CE Number: 16040121

Folio Number: 08-2128-018-0040

Officer Name: Derrick Erwin

**SPECIAL MASTER – FINDING OF FACT AND CONCLUSIONS OF LAW
FINAL RULING**

I FIND THAT

1. The respondent **BMI INVESTMENTS LLC** on **4/19/2016** at the property Located at **13150 ASWAN RD** is / was in violation of The City of Opa-Locka Code, Section **13-276** as described in the written report of the code Enforcement Officer and in oral testimony before the Special Master.
2. On behalf of the City of Opa-Locka, the respondent **BMI INVESTMENTS LLC** must pay:

(☒) Citation Amount: \$ **100.00** Increase Citation Fee: \$ **.00** Reduced Citation Fee: \$ **.00**

() Fine Fee per day: \$ _____ starting _____ (IF NOT COMPLIED WITHIN _____ DAYS)

Additional Cost

(☒) Other Cost: \$ **238.44** (Please show cost sheet as proof of cost)

() Citation Dismissed

TOTAL AMOUNT TO BE PAID: \$ 338.44 (If COMPLIED WITHIN _____ DAYS)

Comments:

A Certified copy of this order may be recorded in the public records of Dade County and thereafter shall constitute a lien against the above referenced property, or if you do not own said property, against any real or personal property that you own. ***LIEN THAT REMAINS UNPAID FOR THREE (3) MONTHS MAY BE FORECLOSED IN COURT.*** In addition, the certificate of use and Occupational License of any business occupying the property may be suspended or withheld. Operating a business without all required licenses is illegal under State and City Ordinance, and is punishable by criminal arrest and/or closing the business.

CERTIFICATE

I hereby certify that the foregoing is a true and correct order entered into by the Special Master.

DONE AND ORDERED THIS 19TH DAY OF JULY, 2016.

ATTEST:

SPECIAL MAGISTRATE

Revised: March 31, 2014

NOTARY PUBLIC

780 FISHERMAN STREET OPA-LOCKA, FLORIDA 33054* (305) 953-2868, EXT#*1510





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

Detail by Entity Name

Florida Limited Liability Company

BMI INVESTMENTS LLC

Filing Information

Document Number L14000096444

FEI/EIN Number 47-1053319

Date Filed 06/16/2014

State FL

Status ACTIVE

Principal Address

767 NE 193 ST
NORTH MIAMI, FL 33179

Changed: 03/08/2021

Mailing Address

767 NE 193 ST
NORTH MIAMI, FL 33179

Changed: 03/08/2021

Registered Agent Name & Address

BEN EVGI, BARAK
767 NE 193 ST
NORTH MIAMI, FL 33179

Address Changed: 03/08/2021

Authorized Person(s) Detail

Name & Address

Title MGRM

BEN EVGI, BARAK
767 NE 193 ST
NORTH MIAMI, FL 33179

Title MGRM



SPECIAL MASTER
FINDING OF FACT AND CONCLUSIONS OF LAW

CITY OF OPA-LOCKA

Petitioner,

vs.

Respondent

BMI INVESTMENTS LLC

CE Number: CE22060084

Folio Number: 08-2128-018-0040

I FIND THAT

The respondent, BMI INVESTMENTS LLC, at the property Located at 13150 ASWAN RD, is / was in violation of The City of Opa-Locka Code, Section 13-274 as described in the written report of the Code Enforcement Officer and in oral testimony before the Special Master.

Description of Violation: No current landlord tenant permit CV 13-274 C#25042 CASE RESET

On behalf of the City of Opa-Locka, the respondent BMI INVESTMENTS LLC must pay:

Citation Amount: \$ 311.00 Increase Citation Fee: \$ _____ Reduced Citation Fee: \$ _____

(☒) Fine Fee per day: \$ 350.00 starting 2/4/23 (IF NOT COMPLIED WITHIN 30 DAYS)

Additional Cost

(☒) Administration Fee: \$ 239.40

() Other Cost: \$ _____ (Please show cost sheet as proof of cost)

() Citation Dismissed _____

TOTAL AMOUNT TO BE PAID: \$ 550.40 (IF COMPLIED WITHIN 30 DAYS)

Comments:

(☒) No Show () Present 30 days or \$350/pd

A Certified copy of this order may be recorded in the public records of Dade County and thereafter shall constitute a lien against the above referenced property, or if you do not own said property, against any real or personal property that you own. **LIEN THAT REMAINS UNPAID FOR THREE (3) MONTHS MAY BE FORECLOSED IN COURT.** In addition, the certificate of use and Occupational License of any business occupying the property may be suspended or withheld. Operating a business without all required licenses is illegal under State and City Ordinance and is punishable by criminal arrest and/or closing the business.

CERTIFICATE

I hereby certify that the foregoing is a true and correct order entered by the Special Master.

DONE AND ORDERED THIS 24th DAY OF January, 2023

ATTEST:

Beatrice Cazeau
SPECIAL MAGISTRATE - Beatrice Cazeau



 **City of OPA-LOCKA Florida**

Code Enforcement Department

CE Number: CE22060084
Folio Number: 08-2128-018-0040

NTS LLC

Notice of Violation and Notice of Hearing

13-274, of the City of Opa-Locka Code, THE UNDERSIGNED, **2023-1-11-17-47**
) hereby gives notice of an uncorrected violation of the City of Opa-Locka
cularly described herein, and hereby request a PUBLIC HEARING before



City of
OPA-LOCKA
Florida

**Pending Code Enforcement Lien Notice
Special Master's Ruling**

Record owner of real property known as:

BMI INVESTMENTS LLC

723 NE 193 ST

MIAMI, FL 33179

1/24/2023 CE RULING

Legal Description:

Folio Number: 08-2128-018-0040

Service Address: 13150 ASWAN RD

Type of Service: Code Enforcement

Citation/Lien Number: CE22060084

Citation/Lien Amount: \$ 311.00

Other Cost: \$ 239.40

Release Fee: \$ 35.00 (Once a lien has been filed)

Amount Due: \$ 550.40

Violation Description: No current landlord tenant permit CV 13-274 -30 DAYS TO COMPLY-AFTER 30 DAYS NON COMPLIANCE \$350 FINE PER DAY WILL BE ADDED-

Please be advised that the above listed property was heard before **Special Magistrate, Beatrice Cazeau** on **1/24/2023** and were found guilty of the above violation. If the above amount is not paid in full, by **2/24/2023**, a lien will be filed against your real property for the stated amount and any other fees imposed by the City of Opa-Locka.

If payment has been made and violation is in compliance, please contact our office

Please submit payment as listed below:

Mail Payment To:

City of Opa-Locka

Code Enforcement Department

P.O. BOX 540371

Opa-Locka, Florida 33054

Paying In Person:

City of Opa-locka Code Enforcement

780 Fisherman Street, 4th Floor

Opa-locka, Florida 33054

**Method of Payment: Personal Check,
Money Order, Cashier's Check -**

If you desire further information, please contact our office at (305) 953-2868, *6 between the hours of 8:00am through 5:00 pm, Monday through Friday.

**CITY OF OPA-LOCKA
Code Enforcement Department**



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 07/31/2025

PROPERTY INFORMATION

Folio	08-2128-018-0040
Property Address	13150 ASWAN RD OPA-LOCKA, FL 33054-5031
Owner	BBM INVESTMENTS INC
Mailing Address	3625 N COUNTRY CLUB DR 709 AVENTURA, FL 33180
Primary Zone	4400 MULTI-FAMILY - 3 STORY
Primary Land Use	0803 MULTIFAMILY 2-9 UNITS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths /Half	8 / 4 / 0
Floors	1
Living Units	4
Actual Area	2,708 Sq.Ft
Living Area	2,708 Sq.Ft
Adjusted Area	2,452 Sq.Ft
Lot Size	6,030 Sq.Ft
Year Built	1971



TAXABLE VALUE INFORMATION

Year	2025	2024	2023
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$516,800	\$476,902	\$433,548
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$516,800	\$481,661	\$433,548
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$516,800	\$476,902	\$433,548
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$516,800	\$476,902	\$433,548

ASSESSMENT INFORMATION

Year	2025	2024	2023
Land Value	\$150,750	\$120,600	\$120,600
Building Value	\$366,050	\$361,061	\$312,948
Extra Feature Value	\$0	\$0	\$0
Market Value	\$516,800	\$481,661	\$433,548
Assessed Value	\$516,800	\$476,902	\$433,548

BENEFITS INFORMATION

Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction		\$4,759	

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

SHORT LEGAL DESCRIPTION

RICHARDS FIRST PB 90-93
LOT 4 BLK 1
LOT SIZE 6030 SQUARE FEET
OR 20131-1810 1201 1
COC 23540-3015 06 2005 1

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
05/16/2022	\$100	33555-1087	Corrective, tax or QCD; min consideration
03/02/2015	\$178,000	29524-1826	Transfer where the sale price is verified to be part of a package or bulk sale.
06/01/2005	\$195,000	23540-3015	Sales which are qualified
12/01/2001	\$93,000	20131-1810	Sales which are qualified

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



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

Detail by Entity Name

Florida Profit Corporation

BBM INVESTMENTS INC

Filing Information

Document Number P13000042952
FEI/EIN Number 90-0983691
Date Filed 05/14/2013
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 12/02/2014

Principal Address

767 NE 193 ST
MIAMI, FL 33179

Changed: 03/08/2021

Mailing Address

767 NE 193 ST
MIAMI, FL 33179

Changed: 03/08/2021

Registered Agent Name & Address

BEN EVGI, BARAK

767 NE 193 ST
MIAMI, FL 33179

Address Changed: 03/08/2021

Officer/Director Detail

Name & Address

Title P

BEN EVGI, BARAK
767 NE 193 ST
Miami, FL 33179

Annual Reports



780 FISHERMAN STREET, 4th FLOOR
OPA-LOCKA, FLORIDA 33054

RECEIVED
DEC 28 2023

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Sponsored by: City Manager and City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF PAPUCHIS LLC V. CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Plaintiff, Papuchis LLC, initiated a lawsuit in the Circuit Court for Eleventh Judicial Circuit in and for Miami-Dade County, Florida, through which Plaintiff sought to quiet title of the subject property within the City as well as declaratory judgment against the City regarding subject Code Enforcement liens and fines; and

WHEREAS, the parties have agreed to settle all issues involved with the Lawsuit; and

WHEREAS, neither party admits liability in this matter, however, in an effort to resolve the pending controversy, all parties desire to amicably and expeditiously resolve all claims and avoid continued litigation; and

WHEREAS, the City Commission hereby accepts the recommendation of the City Manager to settle this matter consistent with the Agreement, set forth as Exhibit "A"; and

WHEREAS, the parties desire to enter into a Settlement Agreement with the intended purpose of resolving all claims as set forth in Exhibit "A" with City receiving funds from Plaintiff.

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 settlement agreement between the Plaintiff, Papuchis LLC, and the City of Opa-Locka, consistent with the Agreement, attached hereto as Exhibit "A"; and further authorizes the City Manager to take all necessary action consistent with this Resolution.

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 and with subsequent approval 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 be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and ADOPTED this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered by and between PAPUCHIS LLC, a Florida limited liability company (“Plaintiff”), and CITY OF OPA-LOCKA, a municipality (“Defendant”); (each a “Party” and collectively the “Parties”). The date on which the last party executes this Agreement shall be considered the “Effective Date”.

RECITALS

A. On May 8, 2024, Plaintiff filed a Complaint seeking to quiet title and for declaratory judgment against Defendants in the Circuit Court for the Eleventh Judicial Circuit, Case No. 2024-8438-CA-01 (“**Lawsuit**”);

B. The Parties execute this Agreement to provide for, among other things, a full and final settlement and discharge of all disagreements, claims, and actions between them that did or might have arisen related to violations or citations levied by Defendant against the real property located at 2060 Rutland Street, Opa-Locka, Florida 33054 (“**Property**”) and which is owned by Plaintiff, on the terms and conditions set forth in this Agreement;

C. Defendant has levied a number of code enforcement citations and/or violations against the Property, including but not limited to: CE13030052, CE12050334, CE08110009, CE14090093, and CE17040055 (“**Violations**”);

D. The Parties understand and agree that this Agreement is in full compromise of disputed actual or potential claims and that this Agreement shall not be construed as an admission of liability by any Party. The Parties further understand and agree, except as otherwise stated herein, that each Party denies all liability for any claims or counterclaims that were or could have been asserted in the Lawsuit; and

E. In consideration of these Recitals and the following terms, together with all other good and valuable consideration, which the Parties expressly agree and acknowledge, the Parties agree as follows:

TERMS

1. Recitals

The Recitals are confirmed by the Parties as true and correct and incorporated herein by reference. The Recitals are an integral and substantive part of this Agreement.

2. Settlement Amount and Dismissal

Plaintiff shall pay to Defendant the sum of **\$30,000.00** (the “**Settlement Amount**”). The Settlement Amount shall be paid on or before December 31, 2025. Time is of the essence for all amounts due under this Agreement. Within five (5) days of the Effective Date, the parties will execute a Joint Stipulation for Dismissal and enter an order dismissing this matter. In addition, Defendant agrees to release, discharge, and mark as satisfied, paid in full, and resolved all citations, Violations, or encumbrances issued by Defendant against the Property prior to the Effective Date. Defendant shall take all necessary steps to ensure that the Property is free and clear of any such claims or encumbrances, including recording, as necessary, any releases or satisfactions.

3. Releases

In consideration of the covenants and agreements contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, and contingent upon the timely receipt of payment of the Settlement Amount, and subject to the terms of this Agreement, the parties release, acquit, and forever discharge each other and its assigns, agents, representatives, and attorneys, from any and all claims or causes of action whatsoever, legal and equitable, arising from or in any way connected to any transactions between the Parties, the Lawsuit or the Property, including all economic and non-economic damages, whether based in tort, contract, or other theory of recovery, that any party now has or that may accrue or otherwise be acquired, on account of, or in any way growing out of, or that are the subject of the Lawsuit or the Property prior to the Effective Date. This release includes, and the Parties understand and agree that this release includes, without limitation, any and all known or unknown claims, or any future claims, that have resulted or may result related to the Lawsuit or the Property prior to the Effective Date. This release neither confers rights on any unnamed third parties nor releases any unnamed third parties.

4. Commission Approval

This Agreement is subject to the approval by the City of Opa-locka Commission.

5. Entire agreement and successors in interest

The Parties acknowledge that this Agreement is the entire agreement and encompasses all terms and agreements negotiated by them in settlement of any and all claims between the Parties relating to the Lawsuit or the Property prior to the Effective Date, and that there is no other writing whatsoever. This Agreement is binding upon and inures to the benefit of the Parties and their assigns and successors in interest. The Parties agree that the terms of the Agreement are contractual and are not mere recitals. No amendment, addendum, waiver, or modification of any of the terms and conditions set forth in this Agreement shall be effective unless in writing, signed by all Parties.

6. Non-reliance and comprehension of Agreement

The Parties warrant, represent, and agree that they are not relying on the advice of any other Party, their counsel, or anyone associated with another Party about the legal or tax consequences of any kind arising out of or related to this Agreement. No representations have been made by any Party regarding the taxability of all or any portion of the settlement detailed in this Agreement. The Parties have each had the opportunity to seek independent advice regarding the legal and tax consequences of the settlement detailed in this Agreement and accept responsibility for satisfaction of any tax obligation that may result from the settlement detailed in this Agreement. The Parties represent that they have completely read and understand all terms of this Agreement and that they execute this Agreement voluntarily with full knowledge of its significance and consequences.

7. Severability

If any non-material portion, term, or provision of this Agreement is found to be illegal, in conflict with Florida law, or otherwise unenforceable, the validity of the remaining portions, terms, or provisions of this Agreement will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not conflict with such law or did not contain the portion, term, or provision held to be invalid or otherwise unenforceable.

8. No Assignment and warranty of capacity to execute Agreement

The Parties represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in, or released pursuant to, this Agreement, except as otherwise described in this Agreement, and that each Party has the sole right and exclusive authority to execute this Agreement, and that no Party has sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in, or released pursuant to, this Agreement, and that no third-party consent, which has not already been obtained, is required.

9. No author

All terms and provisions of this Agreement, and the drafting of this Agreement, have been negotiated by the Parties at arm's length, with assistance of attorneys and appropriate representatives of the Parties' choosing, and to mutual agreement, with consideration by and participation of each, and no party will be deemed scrivener of this Agreement.

10. Construction, captions, and headings

Undefined words in this Agreement are to be given their plain and ordinary meaning. Words used in this Agreement that are either singular or plural are to be construed to include the other where appropriate. The captions and headings in this Agreement are for convenience only and will not be deemed to constitute a part of this Agreement.

11. Governing law

This Agreement will be construed and interpreted under Florida law. The venue for any action to resolve a dispute arising out of, or in any way related to, this Agreement will be the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, to whose jurisdiction the Parties agree to submit and waive any defense, however asserted, including by pleading or motion, for improper or inconvenient venue.

12. Enforcement of this Agreement and attorneys' fees and costs

The Parties acknowledge and agree that each Party will bear its own attorneys' fees and costs related to this Agreement. But in the event that a Party is required to seek to have a court enforce the terms of this Agreement, the prevailing Party will be entitled to an award of all reasonable legal expenses, including attorneys' fees and taxable costs, in connection with any efforts to enforce this Agreement.

13. Confidentiality

The Parties, including their agents, counsel, servants, employees, representatives, subsidiaries, affiliates, insurers, sureties, successors or assigns, acknowledge and agree that the terms and conditions of this Agreement, including all negotiations leading up to the execution of this Agreement, are to be kept strictly confidential, and are not to be disclosed, communicated, disseminated, or publicized, directly or indirectly, specifically or generally, to any person, member of the media, business organization, corporation, trade association, or governmental agency, except with respect to any action to enforce this Agreement or to comply with an order issued by a court of competent jurisdiction in accordance with the terms of this paragraph. Nothing in this paragraph will preclude the Parties from disclosing the terms of this Agreement to their respective present or future affiliates, agents, risk providers, accountants, attorneys, auditors, tax advisors,

reinsurers, or board members, provided that such affiliates, agents, risk providers, accountants, attorneys, auditors, tax advisors, reinsurers, and board members agree to be bound by the terms of this paragraph.

14. Notice

Any notice required or provided under this Agreement shall be made in writing by email as follows:

If to Plaintiff:

PAPUCHIS LLC
c/o Sebastian Jaramillo, Esq.
sjaramillo@pbyalaw.com

If to Defendant:

CITY OF OPA-LOCKA
c/o Candice Cobb, Esq.
ccobb@apnwlaw.com

15. Multiple counterparts

This Agreement may be executed in multiple counterparts, any and all of which may contain the signatures of fewer than all of the Parties and all of which will be construed together as a single document. Each counterpart will be fully effective as an original when all of the Parties have executed this Agreement. Paper, digital, and facsimile copies of this Agreement will be treated as originals for all purposes.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below their signatures.

PAPUCHIS LLC

CITY OF OPA-LOCKA

Name in Print:_____
Date:_____
Title:_____

Name in Print:_____
Date:_____
Title: City Manager

WITNESS:

ATTEST:

Name in Print:_____
Date:_____
Title:_____

Name in Print:_____
Date:_____
Title: City Clerk

Sponsored by: City Manager and City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF ESIN DANIEL ABIA V. CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Plaintiff, Esin Daniel Abia, initiated a lawsuit in the Circuit Court for Eleventh Judicial Circuit in and for Miami-Dade County, Florida, through which Plaintiff alleged formation and breach of an employment contract; and

WHEREAS, the parties have agreed to settle all issues involved with the Lawsuit; and

WHEREAS, neither party admits liability in this matter, however, in an effort to resolve the pending controversy, all parties desire to amicably and expeditiously resolve all claims and avoid continued litigation; and

WHEREAS, the City Commission hereby accepts the recommendation of the City Manager to settle this matter consistent with the Agreement, set forth as Exhibit "A"; and

WHEREAS, the parties desire to enter into a Settlement Agreement with the intended purpose of resolving all claims as set forth in Exhibit "A" with City receiving funds from Plaintiff.

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 settlement agreement between the Plaintiff, Esin Daniel Abia, and the City of Opa-Locka, consistent with the Agreement, attached hereto as Exhibit "A"; and further authorizes the City Manager to take all necessary action consistent with this Resolution.

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 and with subsequent approval 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 be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and ADOPTED this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into by and between Plaintiff, ESIN DANIEL ABIA ("Plaintiff"), and Defendant, the CITY OF OPA-LOCKA ("City"). The Parties are collectively hereby referred to as the "Parties".

WHEREAS, on or about November 8, 2017, the Plaintiff, initiated litigation against the City in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in a case styled ESIN DANIEL ABIA v. CITY OF OPA-LOCKA, Case No. 2017-025973-CA-01, which case was later transferred to County Court and assigned Case No. 2024-120582-SP-05, and which case is now pending on appeal with assigned case No. 3D2025-0814 (all collectively referred to herein as the "Lawsuit"); and

WHEREAS, on or about July 23, 2025, the Parties agreed to settle all issues involved with this Lawsuit whereby the Plaintiff has alleged that the City breached a contract; and

WHEREAS, the City disputes the allegations and denies liability regarding the allegations raised by Plaintiff; and

WHEREAS, the Parties now desire to amicably resolve and settle all matters at issue to avoid the expense of future litigation; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, intending to be legally bound, hereby agree and covenant as follows:

1. **Incorporation of Recitals:** The above recitals are true and accurate and are incorporated herein by reference.
2. **Effective Date:** The-Effective Date of this Agreement is the date City signs the Agreement.
3. **Settlement:** The Parties agree to settle this Lawsuit with the City paying the Plaintiff the sum of \$50,000.00 as a full and final settlement for all present and future claims whatsoever. In exchange, the Plaintiff (i) will issue a satisfaction of the February 3, 2025, judgment entered in County Court Case No. 2024-120582-SP-05, (ii) will withdraw all claims for attorney's fees against the City in the Lawsuit, and (iii) will stipulate to the voluntary dismissal of County Court Case No. 2024-120582-SP-05.

4. **Bear Own Costs and Attorney's Fees:** The Parties to this Settlement Agreement shall each bear their own costs and attorney's fees.

5. **Release of All Claims:** As part and parcel of this Agreement, Plaintiff, his heirs, executors and administrators, assignors, successors and survivors, partners, family members, attorneys, hereby release, acquit, satisfy, and forever discharge the CITY, and its Commissioners, staff, affiliates, corporations, attorneys, principals, directors, board members, subsidiaries, officers, directors, family members, representatives, from any and all actions and causes of actions, damages, judgments, claims, counterclaims and demands whatsoever, liquidated or unliquidated, contingent or fixed, known or unknown, determined or undetermined at law or in equity which they now have or may have from the beginning of time to the date of these presents and/or that otherwise could have been brought against the City in the Lawsuit.

6. **Enforcement of Agreement:** the Parties agree that any good faith dispute regarding the terms and conditions herein shall be resolved in the Eleventh Judicial Circuit in and for Miami-Dade County.

7. **Representation by Counsel:** the Parties acknowledge that they have had a full opportunity to read this Agreement and have had the benefit of counsel in reviewing the Agreement.

8. **Miscellaneous:**

- No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.
- This Agreement contains the entire agreement between the Parties hereto and all prior or contemporaneous agreements, understandings, representations and settlements, oral or written, are merged herein.
- This Agreement shall be strictly construed in accordance with the laws of the State of Florida.
- This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns.
- The representations, warranties, covenants, agreements and indemnities of the Parties hereto made in this Agreement, or any certificate or document delivered pursuant hereto, shall remain operative and survive execution and delivery.

- The Parties hereto, at any time and from time to time, following the execution hereof, shall execute and deliver all such further instruments or documents and take all such further action as may be reasonably required to carry out the terms, conditions and provisions of this Agreement.
- This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all Parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement.
- All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons or entity may require.
- All sections, titles or captions contained in this Agreement are for convenience only and shall not be deemed to be a part of this Agreement, and shall not affect the meaning or interpretation of this Agreement.
- The Parties to this Agreement intend that time shall be of the essence and that the performance of all duties, obligations and activities contemplated hereunder be done in strict compliance with the terms, provisions and procedures contained in this Agreement. Whenever any date or time is specified in this Agreement, strict adherence shall be required. However, unforeseen events, such as force majeure, weather, acts of war, and strikes shall excuse a party who makes a good faith effort to comply with the time specified within this Agreement, but cannot timely comply due to one of the aforementioned events, or a similar event. Under such circumstances, the performing party will be required to perform within a reasonable period of time.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by the undersigned Parties.

Executed this ____ day of August 2025.

CITY MANAGER

CITY CLERK


ESIN DANIEL ABIA

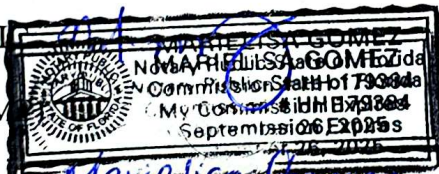
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to and subscribed before me by Esin Daniel Abia, this 14 day
of August, 2025.

2 he is personally known to me, OR
____ has produced as identification.

NOTARY PUBLIC

(NOTARY STAMP)



Print Name Marihisa Gomez

Executed this ____ day of _____, 2025.

By

Print
Name
Title:

Sponsored by: City Manager and City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF LUBOTES DAUPHIN V. CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Plaintiff, Lubotes Dauphin, initiated a lawsuit in the Circuit Court for Eleventh Judicial Circuit in and for Miami-Dade County, Florida, to enforce Florida's public records laws, pursuant to Chapter 119, Florida Statutes; and

WHEREAS, the parties have agreed to settle all issues involved with the Lawsuit; and

WHEREAS, Defendant denies that there was a public records violation and has asserted valid defenses that it maintains would prevail if this matter had proceeded on the merits; and

WHEREAS, neither party admits liability in this matter, however, in an effort to resolve the pending controversy, the parties desire to amicably and expeditiously resolve all claims and avoid continued litigation; and

WHEREAS, the City Commission hereby accepts the recommendation of the City Manager to settle this matter consistent with the Agreement, set forth as Exhibit "A"; and

WHEREAS, the parties desire to enter into a Settlement Agreement with the intended purpose of resolving all claims as set forth in Exhibit "A."

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves the settlement agreement between the Plaintiff, Lubotes Dauphin, and the City of Opa-Locka, consistent with the Agreement, attached hereto as Exhibit "A"; and further

authorizes the City Manager to take all necessary action consistent with this Resolution.

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 and with subsequent approval 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 be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and ADOPTED this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

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

EXHIBIT "A"

SETTLEMENT AGREEMENT

This Settlement Agreement (the “**Agreement**”) is entered as of August 12, 2025 (the “**Effective Date**”) by and between LUBOTES DAUPHIN (“**Plaintiff**”), and CITY OF OPA-LOCKA, a municipality (“**Defendant**”); (each a “**Party**” and collectively the “**Parties**”).

RECITALS

A. On November 29, 2023, Plaintiff filed a Complaint to enforce Florida's public records laws pursuant to Chapter 119, Florida in the Circuit Court for the Eleventh Judicial Circuit, Case No. 2023-027237-CA-01 (“**Lawsuit**”);

B. The Parties execute this Agreement to provide for, among other things, a full and final settlement and discharge of all disagreements, claims, and actions between them that did or might have arisen related to the Complaint, on the terms and conditions set forth in this Agreement;

C. Defendant denies that there was a public records violation and has asserted valid defenses that it maintains would prevail if this matter had proceeded on the merits;

D. The Parties understand and agree that this Agreement is in full compromise of disputed actual or potential claims and that this Agreement shall not be construed as an admission of liability by any Party. The Parties further understand and agree, except as otherwise stated herein, that each Party denies all liability for any claims or counterclaims that were or could have been asserted in the Lawsuit; and

E. In consideration of these Recitals and the following terms, together with all other good and valuable consideration, which the Parties expressly agree and acknowledge, the Parties agree as follows:

TERMS

1. Recitals

The Recitals are confirmed by the Parties as true and correct and incorporated herein by reference. The Recitals are an integral and substantive part of this Agreement.

2. Settlement Amount and Dismissal

Defendant shall pay to Plaintiff the sum of **\$4,000.00** (the “**Settlement Amount**”). Time is of the essence for all amount due under this Agreement following approval by City Commission. Within five (5) days of the Effective Date, the parties will execute a Joint Stipulation for Dismissal and submit an order to the Court for dismissal of this matter.

3. Releases

In consideration of the covenants and agreements contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, and contingent upon the timely receipt of payment of the Settlement Amount, and subject to the terms of this Agreement, the parties release, acquit, and forever discharge each other and its assigns, agents, representatives, and attorneys, from any and all claims or causes of action whatsoever, legal and equitable, arising from

or in any way connected to any transactions between the Parties, the Lawsuit or the Property, including all economic and non-economic damages, whether based in tort, contract, or other theory of recovery, that any party now has or that may accrue or otherwise be acquired, on account of, or in any way growing out of, or that are the subject of the Lawsuit. This release includes, and any party understands and agrees that this release includes, without limitation, any and all known or unknown claims, or any future claims, which have resulted or may result related to the Lawsuit.

4. Commission Approval

This agreement is subject to the approval of the City of Opa-Locka City Commission.

5. Entire agreement and successors in interest

The Parties acknowledge that this Agreement is the entire agreement and encompasses all terms and agreements negotiated by them in settlement of any and all claims between the Parties relating to the Lawsuit, and that there is no other writing whatsoever. This Agreement is binding upon and inures to the benefit of the Parties and their assigns and successors in interest. The Parties agree that the terms of the Agreement are contractual and are not mere recitals. No amendment, addendum, waiver, or modification of any of the terms and conditions set forth in this Agreement shall be effective unless in writing, signed by all Parties.

6. Non-reliance and comprehension of Agreement

The Parties warrant, represent, and agree that they are not relying on the advice of any other Party, their counsel, or anyone associated with another Party about the legal or tax consequences of any kind arising out of or related to this Agreement. No representations have been made by any Party regarding the taxability of all or any portion of the settlement detailed in this Agreement. The Parties have each had the opportunity to seek independent advice regarding the legal and tax consequences of the settlement detailed in this Agreement and accept responsibility for satisfaction of any tax obligation that may result from the settlement detailed in this Agreement. The Parties represent that they have completely read and understand all terms of this Agreement and that they execute this Agreement voluntarily with full knowledge of its significance and consequences.

7. Severability

If any non-material portion, term, or provision of this Agreement is found to be illegal, in conflict with Florida law, or otherwise unenforceable, the validity of the remaining portions, terms, or provisions of this Agreement will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not conflict with such law or did not contain the portion, term, or provision held to be invalid or otherwise unenforceable.

8. No Assignment and warranty of capacity to execute Agreement.

The Parties represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in, or released pursuant to, this Agreement, except as otherwise described in this Agreement, and that each Party has the sole right and exclusive authority to execute this Agreement, and that no Party has sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in, or released pursuant to, this Agreement, and that no third-party consent, which has not already been obtained, is required.

9. No author

All terms and provisions of this Agreement, and the drafting of this Agreement, have been negotiated by the Parties at arm's length, with assistance of attorneys and appropriate representatives of the Parties' choosing, and to mutual agreement, with consideration by and participation of each, and no party will be deemed scrivener of this Agreement.

10. Construction, captions, and headings

Undefined words in this Agreement are to be given their plain and ordinary meaning. Words used in this Agreement that are either singular or plural are to be construed to include the other where appropriate. The captions and headings in this Agreement are for convenience only and will not be deemed to constitute a part of this Agreement.

11. Governing law

This Agreement will be construed and interpreted under Florida law. The venue for any action to resolve a dispute arising out of, or in any way related to, this Agreement will be the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, to whose jurisdiction the Parties agree to submit and waive any defense, however asserted, including by pleading or motion, for improper or inconvenient venue.

12. Enforcement of this Agreement and attorneys' fees and costs

The Parties acknowledge and agree that each Party will bear its own attorneys' fees and costs related to this Agreement. But in the event that a Party is required to seek to have a court enforce the terms of this Agreement, the prevailing Party will be entitled to an award of all reasonable legal expenses, including attorneys' fees and taxable costs, in connection with any efforts to enforce this Agreement.

13. Confidentiality

The Parties, including their agents, counsel, servants, employees, representatives, subsidiaries, affiliates, insurers, sureties, successors or assigns, acknowledge and agree that the terms and conditions of this Agreement, including all negotiations leading up to the execution of this Agreement, are to be kept strictly confidential, and are not to be disclosed, communicated, disseminated, or publicized, directly or indirectly, specifically or generally, to any person, member of the media, business organization, corporation, trade association, or governmental agency, except with respect to any action to enforce this Agreement or to comply with an order issued by a court of competent jurisdiction in accordance with the terms of this paragraph. Nothing in this paragraph will preclude the Parties from disclosing the terms of this Agreement to their respective present or future affiliates, agents, risk providers, accountants, attorneys, auditors, tax advisors, reinsurers, or board members, provided that such affiliates, agents, risk providers, accountants, attorneys, auditors, tax advisors, reinsurers, and board members agree to be bound by the terms of this paragraph.

14. Notice

Any notice required or provided under this Agreement shall be made in writing by email as follows:

If to Plaintiff:

LUBOTES DAUPHIN
c/o Vincent T. Brown Esq.
vtblaw@bellsouth.net

If to Defendant:

CITY OF OPA-LOCKA
c/o Burnadette Norris-Weeks, Esq.
bnorris@apnwplaw.com

15. Multiple counterparts

This Agreement may be executed in multiple counterparts, any and all of which may contain the signatures of fewer than all of the Parties and all of which will be construed together as a single document. Each counterpart will be fully effective as an original when all of the Parties have executed this Agreement. Paper, digital, and facsimile copies of this Agreement will be treated as originals for all purposes.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below their signatures.

LUBOTES DAUPHIN

CITY OF OPA-LOCKA

Name in Print:_____
Date:_____
Title:_____

Name in Print:_____
Date:_____
Title:_____

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO EXPLORE ALL OPPORTUNITIES TO SECURE THE STATE BUILDING LOCATED AT 200 OPA-LOCKA, BOULEVARD, WITHIN THE CITY OF OPA-LOCKA FOR CITY USE AND PURPOSES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the Strategic Planning session for of the City of Opa-Locka ("City"), the City Commission expressed their commitment to foster a vibrant local economy through new investment attractions and creating opportunities that promote financial stability within the City; and

WHEREAS, these goals can be initiated through the expansion of the City's rich history culture and tourism; and

WHEREAS, the City Commission desires to explore all opportunities to secure the State building, located at 200 Opa-Locka Boulevard, within the City, for City use and purposes; and

WHEREAS, the subject building known as the "Opa-Locka Service Center" currently occupied by the Department of Children and Families Services; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to direct the City Manager to explore all opportunities to secure the said State Building for City use and purposes.

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

SECTION 1. ADOPTION OF REPRESENTATIONS

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

SECTION 2. AUTHORIZATION The City Commission of the City of Opa-Locka hereby directs the City Manager to explore all opportunities to secure the State Building located at 200 Opa-Locka Boulevard for City use and purposes.

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**

City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	08.25.2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept)</i> Ex: NA		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X	Enhance Organizational ☒				
			Bus. & Economic Dev ☐				
			Public Safety ☐				
			Quality of Education ☐				
			Qual. of Life & City Image ☐				
			Communication ☐				
Sponsor Name	Vice Mayor Kelley		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, DIRECTING THE CITY MANAGER TO EXPLORE ALL OPPORTUNITIES TO RECLAIM THE STATE BUILDING FOR CITY USE AND PURPOSES.

Staff Summary:

During the Strategic Planning session, the City Commission expressed their commitment to foster a vibrant local economy through new investment attractions and creating opportunities that promote financial stability. This can be initiated through the expansion of the city's rich history culture and tourism. The sponsor desires for the City Manager to explore all opportunities to reclaim the state building for city use and purposes.

Financial Impact – There is no financial impact for the exploration.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Sponsored by: Vice Mayor Kelley

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO EXPLORE PLACEMENT OF A HOUSING AND SOCIAL SERVICES PROGRAM AT THE "CULTURAL ARTS CENTER" LOCATED AT 2105 ALI BABA AVENUE WITHIN THE CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 2024-06, the City Commission of the City of Opa-Locka established the City of Opa-Locka's Housing and Social Services Department ("Department"); and

WHEREAS, the purpose of the Department is to empower economically disadvantaged individuals and families by providing limited assistance programs and referrals designed to improve the health and well-being of the residents within the City of Opa-Locka ("City"); and

WHEREAS, due to the various components that will be serviced through the Department, it is essential that the services are centrally located with adequate space; and

WHEREAS, the City Commission desires to authorize the City Manager to explore placement of a Housing and Social Service Program at the Cultural Arts Center located at 2105 Ali Baba Avenue within the City and present all recommendations to the City Commission for consideration; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to direct the City Manager to explore placement of a Housing and Social Services Program in the Cultural Arts Center within the City, and present recommendations to the City Commission for consideration.

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

SECTION 1. ADOPTION OF REPRESENTATIONS

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

SECTION 2. AUTHORIZATION The City Commission of the City of Opa-Locka hereby directs the City Manager to explore placement of a Housing and Social Service Program at the Cultural Arts Center located 2105 Ali Baba Avenue within the City and present all recommendations to the City Commission for consideration.

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**

City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	08.25.2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance		Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☒ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	Vice Mayor Kelley		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, DIRECTING THE CITY MANAGER TO EXPLORE THE ACCOMODATION OF THE HOUSING AND SOCIAL SERVICES PROGRAM AT THE CULTURAL ARTS CENTER AND PRESENT ALL RECOMMENDATIONS TO THE CITY COMMISSION FOR CONSIDERATION.

Staff Summary:

The City Commission adopted Ordinance No. 2024-06 which established the city's housing and social services department. The purpose of this Department is to empower economically disadvantaged individuals and families by providing limited assistance programs and referrals that are designed to improve the health and well-being of the residents. Due to the various components that will be serviced through this Department, it is essential to be centrally located with adequate space. The City Manager shall be authorized to explore the

accommodation of the housing and social services department in the Cultural Arts Center and present all recommendations to the City Commission for consideration.

Financial Impact - There is no financial impact for the exploration.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO EXPLORE ALL OPTIONS TO BRING THE CITY'S WATER PLANT BACK INTO OPERATIONAL SERVICE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") has experienced challenges with providing water services to residents citywide due to the antiquated infrastructure; and

WHEREAS, the City's water plant became dormant and was later decommissioned for several years. Later, the water plant was determined to be incapable of rehabilitation for future use. Additionally, it had become an eyesore and safety concern for the community; and

WHEREAS, due to recent discrepancies pertaining to billing and services provided by Miami Dade County, the City Commission desires to bring the water plant back into operational service; and

WHEREAS, the City Commission desires to direct the City Manager to explore all viable options to bring back an operational and functional water plant and present all options for same to the City Commission; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to direct the City Manager to explore all viability options and present recommendations for a functional water plant to the City Commission.

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

SECTION 1. ADOPTION OF REPRESENTATIONS

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the City Manager to explore all viability options for an operational water plant and present viable recommendations to the City Commission.

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

City Manager:	Sha'mecca Lawson			CM Signature:			
Commission Meeting Date: (Enter X in box)	08.25.2025		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
				X			X
Funding Source: Account# :	(Enter Fund & Dept) Ex: NA		Advertising Requirement: (Enter X in box)	Yes		No	
							X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#: N/A				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
Sponsor Name	Vice Mayor Kelley		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA DIRECTING THE CITY MANAGER TO EXPLORE ALL OPTIONS AND VIABILITY TO BRING THE CITY'S WATER PLANT BACK INTO SERVICE.

Staff Summary:

The city has experienced challenges with providing water services to residents citywide due to the antiquated infrastructure. This resulted in the water plant becoming dormant and thereafter decommissioned for several years. It was later determined to be incapable of rehabilitation for future use and aesthetically, it had become an eyesore to the surrounding community and posed a safety concern. There has been more recent obstacles and discrepancies with the water services through Miami Dade County that prompted the consideration to bring the water plant back into service. The City Manager shall explore all viability options and present recommendations to the City Commission.

Financial Impact: There is no financial impact for the exploration.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REINSTATE THE FUNCTIONS FOR AN INTERNAL HUMAN RESOURCES DIRECTOR; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 23-181, City of Opa-Locka Administration executed an agreement with the Employee Relations Group, LLC to serve as the City of Opa-Locka's outside entity Human Resources Director for a one-year period, with an optional one-year renewal period; and

WHEREAS, pursuant to Resolution No. 24-16 the City of Opa-Locka ("City") exercised its renewal option for an additional year, which will expire on December 18, 2025; and

WHEREAS, the City Commission desires that all functions of the Human Resources Director are reinstated to an internal function following expiration of the existing agreement with Employees Relations Group, LLC; and

WHEREAS, based on the compensation of the last internal Human Resources Director, it is estimated by management that annual compensation for an internal Human Resources Director would result in a \$55,000.00 savings; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to direct the City Manager to reinstate functions for an internal Human Resource Director.

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

SECTION 1. ADOPTION OF REPRESENTATIONS

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the City Manager to reinstate the functions for an internal Human Resource Director.

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**

City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	08.25.2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance		Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Commissioner Santiago		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, DIRECTING THE CITY MANAGER TO REINSTATE THE FUNCTIONS OF THE HUMAN RESOURCE DIRECTOR INTERNALLY.

Staff Summary:

In accordance to Resolution No. 23-181, City Administration executed an agreement with the Employee Relations Group, LLC to serve as the City's outside entity Human Resource Director for a one-year period. Pursuant to Resolution No. 24-16 the City exercised its renewal option for an additional year, which is set to expire on December 18, 2025. It is the expressed interest of the sponsor that all functions of the Human Resources Director are re-instated internally.

Financial Impact – Based on the compensation of the last internal Human Resources Director prior to outsourcing this position, it is estimated that the compensation for a new internal Human Resources Director,

including benefits, would be approximately \$110,000, an annual savings of \$55,000 from the current contract with the Employee Relations Group, LLC.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

1st Reading/Public Hearing:

2nd Reading/Public Hearing:

Adopted:

Effective Date:

Sponsored By: Interim City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC d/b/a SOUTH FLORIDA SCHOOL OF EXCELLENCE TO OCCUPY RENTAL SPACE AT 780 FISHERMAN STREET (SUITE 335); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 2025-01, the City of Opa-Locka ("City") entered into an agreement with SFSE d/b/a South Florida School of Excellence ("Tenant") to occupy space within the Municipal Complex; and

WHEREAS, the South Florida School of Excellence currently utilizes the second-floor space to operate an educational facility that offers services for special education, gifted and autistic students; and

WHEREAS, Due to a recent need for additional space, the school is now requesting to occupy Suite 335 (approximately 3,646 square feet) located on the third floor for a two-year term. The agreement term is anticipated to begin on August 1, 2025, and end on July 31, 2027; and

WHEREAS, SFSE desires to continue its current lease of the space at 780 Fisherman Street, specifically Suites 210, 220, and 250, unrelated to the new lease contemplated herein; and

WHEREAS, it is the desire of the City Commission to execute a lease agreement for a two-year period for Suite 335, within the Municipal Complex; and

WHEREAS, the two (2) year lease will generate approximately Nine Thousand, Eight Hundred Sixty-Three Dollars and Thirty-Eight Cents (\$9,863.38) in revenue for Fiscal Year 2024-2025 and Fifty-Nine Thousand, One Hundred Eighty Dollars and Twenty-Eight Cents (\$59,180.28) for Fiscal Year 2025-2026. These funds will assist in supporting the operations of the Town Center facility; and

WHEREAS, Tenant shall also be responsible for a Proportionate Share of 4.72% of space in calculating the monthly rent; and

WHEREAS, the City desires to enter into a Lease Agreement with SFSE for a portion of the property located at 780 Fisherman Street (Suite 335), in the City of Opa-Locka, pursuant to the terms and conditions set forth in the Lease Agreement, attached hereto as Exhibit "A"; and

WHEREAS, the City Commission of the City of Opa-Locka has determined that entering into the Lease Agreement is in the best interest of the residents of the City.

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

SECTION 1. RECITALS ADOPTED

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to execute a lease agreement, attached hereto as Exhibit "A", with SFSE LLC d/b/a South Florida School of Excellence for space located at 780 Fisherman Street (Suite 335), under the terms and conditions set forth in Exhibit "A" hereto.

SECTION 3. SCRIVENER'S ERRORS

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

SECTION 4. CONFLICT & REPEALER

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

SECTION 5. SEVERABILITY

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

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 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:			
Commission Meeting Date:	7.23.2025		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
					X	
Funding Source: Account#:	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No
						X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:			
		X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)		
		X				
Sponsor Name	Interim City Manager		Department:	City Manager		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC DBA SOUTH FLORIDA SCHOOL OF EXCELLENCE FOR RENTAL SPACE LOCATED WITHIN THE MUNICIPAL COMPLEX FOR A PERIOD OF TWO YEARS.

Staff Summary:

Pursuant to Ordinance No. 2025-01, the city entered into an agreement with SFSE dba South Florida School of Excellence to occupy Suites 210, 220 and 250 within the Municipal Complex. The South Florida School of

Excellence currently utilizes the second-floor space to operate an educational facility that offers services for special education, gifted and autistic students. This agreement commenced on February 1, 2025, and will terminate on January 31, 2027.

Due to a recent need for additional space, the school is now requesting to occupy Suite 335 (approximately 3,646 square feet) located on the third floor for a two-year term. The agreement term is anticipated to begin on August 1, 2025, and end on July 31, 2027.

Financial Impact – The lease will generate approximately \$9,863.38 in revenue for FY 2025 and \$59,180.28 for FY 2026. These funds will assist in supporting the operations of the Town Center facility.

Proposed Action:

Staff recommend the City Commission authorize the Interim City Manager to execute this lease agreement.

Attachment:

Draft Lease Agreement
Ordinance 2025-01

Notice of Public Hearing - August 25, 2025

Opa-locka | Publish Date: Aug 11, 2025

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold a public hearing at its Special Commission Meeting on Monday, August 25, 2025 at 6:00 p.m., at Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida, to consider the following item for final adoption.

**Publish on August 11, 2025 on Miami-Dade County Legal Ads and Public Notices
website**

Lease Agreement

SFSE LLC d/b/a/ South Florida School of Excellence

DATE OF LEASE COMMENCEMENT:

As of August 1, 2025

- A. LANDLORD:** City of Opa-locka
780 Fisherman Street
Opa-locka, Florida 33054
- B. TENANT:** SFSE LLC d/b/a South Florida School of Excellence
- C. ADDRESS OF LEASED PREMISES:** 780 Fisherman Street, Ste. 335
Opa-locka, Florida 33054
- D. LEASED PREMISES:** 3,646 rentable sq. ft.
- E. LEASE DATE:** August 1, 2025
- F. LEASE TERM:** Two (2) years
- G. RENT:** Suite 335 (3,646 sq. ft.) Base rent is \$15.50 per sq. ft. The rent shall be \$ 4,709.41 per month for year one (\$56,513.00 per year).
- Base rent will be increased by 3% each year.
- Tenant is also responsible for paying their Proportionate Share which is 4.72% of the monthly rent.

**H. COMMON AREA
MAINTENANCE, TAXES
AND INSURANCE:**

Landlord will insure the building and will maintain in good repair the building and all common areas, including the parking areas, sidewalks and exterior landscaped areas. Commencing on August 1, 2025, Tenant will pay its prorate share of increases in Landlord's cost for real estate taxes, insurance, management fees, utilities and common area maintenance over a base year of 2024. Such charges shall be payable in equal monthly installments on the first day of each month and will be adjusted annually, such adjustment to be effective as of February 1 of each year. Tenant shall pay for all electricity used at the premises, which shall be separately metered in Tenant's name.

I. PARKING:

Landlord shall provide sufficient parking for Tenant's intended use.

**J. LANDLORD SERVICES DURING
THE TERM:**

Landlord shall perform the following during the Term.

- Cleaning and janitorial services will be provided in the common areas of the building.
- Maintenance and repair of the exterior of the Building and the Building grounds, including shrubbery and the parking lot area.
- Security service for the Building.

K. REPAIRS:

Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as may be necessary to keep them in serviceable condition.

LEASE AGREEMENT

**DATE OF LEASE
EXECUTION:
As of August 1, 2025**

ARTICLE 1 REFERENCE DATA

- 1.1 SUBJECTS REFERRED TO: Each reference in this Lease to any of the following terms shall incorporate the data stated for that subject in this Section
 - 1.1.1 LANDLORD: City of Opa-locka
 - 1.1.2 MANAGING AGENT: City of Opa-locka, 780 Fisherman Street, Opa-locka, Florida 33054
 - 1.1.3 TENANT: SFSE LLC d/b/a South Florida School of Excellence
 - 1.1.4 TENANT'S ADDRESS (FOR NOTICE & BILLING): The Premises
 - 1.1.5 LOT: The parcel of land at 780 Fisherman Street, Opa-locka, Florida 33054, on which the Building is located
 - 1.1.6 TENANT'S SPACE: Suite 335 located on the third floor of the building, as shown on the floor plan attached hereto as Exhibit A
 - 1.1.7 RENTABLE FLOOR AREA OF TENANT'S SPACE: Approximately 3,646 square feet
 - 1.1.8 TENANT'S PROPORTIONATE SHARE: 4.72%
 - 1.1.9 TENANT: The Tenant will be responsible for paying property taxes on its condominium units to the City in the amount not to exceed \$25,000.
 - 1.1.10 EFFECTIVE DATE: The date of lease execution set forth on the first page hereof.
 - 1.1.11 TERM COMMENCEMENT DATE: August 1, 2025

TERM EXPIRATION DATE: July 31, 2027
 - 1.1.12 ANNUAL AND MONTHLY BASE RENT INSTALLMENTS: Base rent and Proportionate Share is due on the first day of each month.

1.1.13 PERMITTED USE: School

1.1.14 BROKERS: None

1.2 EXHIBITS AND SCHEDULES: The exhibits and schedules listed below in this Section are incorporated in this Lease by reference and are to be constructed as part of this Lease.

EXHIBIT A: Floor Plan of Premises

EXHIBIT B: Rules and Regulations

Upon the signatures of the authorized agents, the parties hereby acknowledge:

1. The Lease shall allow the school to operate on the 3rd floor of the building located at 780 Fisherman Street, Opa-locka, FL 33054. The rentable floor area will be 3,646 sq. ft.
2. Effective August 1, 2025, the monthly rent shall be \$4,709.41, which is \$15.50 per sq. ft. Tenant is also responsible for paying its Proportionate Share which is 4.72% (\$222.28) per month.

ARTICLE 2

PREMISES AND TERM

2.1 PREMISES: Subject to and with the benefit of the provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, Tenant's Space in the Building located on the Lot, excluding exterior faces of exterior walls, the common facilities and building service fixtures and equipment serving exclusively or in common other parts of the Building. Tenant's Space, with such exclusions, is referred to in this instrument as the "**Premises**". The Lot and the Building are sometimes referred to in this instrument as the "**Property**".

2.1.1 Tenant shall have, as appurtenant to the Premises, the right to use in common with others entitled thereto, subject to reasonable rules of general applicability to tenants of the Building from time to time made by Landlord of which Tenant is given notice, common facilities included in the Building or on the Lot, including use of the parking areas, as set forth below to the extent from time to time designated by Landlord and the Building and service fixtures and equipment serving the Premises.

2.1.2 Tenant shall have use of the parking areas provided for the common use of all tenants and their guests, subject to rules and regulations which may be promulgated by Landlord from time to time.

2.1.3 Landlord reserves the right from time to time, without unreasonable interference with Tenant's use, (a) to install, repair, remove, use, maintain and relocate for service

to the Premises and to other parts of the Building or either building, service fixtures and equipment wherever located in, the Building and (b) to alter or relocate any other common facility, including the parking areas, provided that substitutions are substantially equivalent or better.

2.1.4 TERM: To have and to hold for the term beginning on the Commencement Date and ending on the Expiration Date (the "Term"), unless sooner terminated as provided herein below, in Section 7.1 or in Article 9. See Section 4.1 below relative to the Rent Commencement Date.

ARTICLE 3

CONSTRUCTION

3.1 DELIVERY OF PREMISES: Landlord shall deliver the Premises to Tenant with the Premises finished as described in Schedule 3.1.

3.2 ACCESS: Landlord shall permit Tenant access for installing equipment and furnishings in the Premises prior to the Commencement Date when it can be done without material interference with remaining work. Such access shall be subject to the provisions of this Lease, except for payment of Base Rent. Tenant shall indemnify and save Landlord harmless from and against any and all loss, liability, damage, cost and expense, including without limitation attorneys' fees and costs, claimed for or actually arising from, growing out of or related to any act, negligence or failure to act of Tenant or anyone entering the Premises or Building with Tenant's permission. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors. The provisions of this Section shall survive the termination of this Lease.

3.3 GENERAL PROVISIONS APPLICABLE TO CONSTRUCTION: All construction work required or permitted by this Lease, whether by Landlord or by Tenant, shall be done in a good and workmanlike manner and in compliance with all applicable laws and all lawful ordinances, regulations and orders of governmental authority and insurers of the Building. Either party may inspect the work of the other at reasonable times and shall promptly give notice of observed defects. Landlord shall have no further obligation to fund or complete construction work once the Landlord's obligations contained in Section 3.1 have been fulfilled.

3.4 TENANT ALTERATIONS: Tenant shall not make any changes or alterations to the Premises without Landlord's prior written consent; and shall not in any event make unauthorized structural changes or additions to the Building or Premises or changes or additions to the heating, ventilating and air conditioning or other systems of the Building,

consent to which may be withheld by Landlord in its sole discretion. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. All Tenant alterations shall be accomplished in a good and workmanlike manner at Tenant's sole expense, in conformity with all Applicable Laws, by a licensed and bonded contractor approved in advance by Landlord, such approval not to be unreasonably withheld or delayed. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Any Tenant alterations to the Premises made by or installed by either party hereto will remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord, at its option, may require Tenant to remove any additions and/or repair any alterations to restore the Premises to the condition existing at the time Tenant took possession, with all costs of removal or alterations to be borne by Tenant. This clause will not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant if (a) such equipment, furniture and trade fixtures are not then subject to any other rights, liens and interests of Landlord, or (b) Tenant is not then in default.

3.5 NO LIENS: Tenant shall pay promptly; when due, the entire cost of any work done on the Premises by Tenant, its agent, employees or independent contractors. Tenant shall have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Premises, the Property or any portion thereof. Tenant will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by Landlord, and will indemnify Landlord against losses arising out of any such claim including, without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANY ONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES. TENANT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY TENANT PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

ARTICLE

4

RENT

RENT: Tenant agrees to pay, without any offset or reduction whatsoever, to Landlord fixed rent and proportionate share on the first day of each calendar month of the Term, beginning on the first day of the first (1st) full calendar month of the Term. The Base Rent shall be applicable for the Term commencing on the Term Commencement Date (the "**Rent Commencement Date**"). Tenant shall pay, with each payment of Rent, all sales and other applicable taxes which may be due or payable thereon.

4.1.1 The additional rent required to be paid by Tenant under this Section, together with the Base Rent and any other sums due Landlord under this Lease, is hereinafter collectively called the "**Rent**".

4.1.2 PAYMENTS: All payments of Rent shall be made to Managing Agent, or to such other person as Landlord may from time to time designate.

4.1.3 LATE CHARGES: If any Base Rent or other payment due under this Lease is not received by Landlord within ten (10) days of the due date of such payment, Tenant shall pay in addition to such payment a late charge equal to the greater of 5% of the payment which is past due or Two Hundred Fifty Dollars and No Cents (\$250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen percent (18%) per annum or the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5%) or \$250.00 late charge or any other remedy available to Landlord.

4.1.4 ELECTRICITY: Tenant shall pay for all electricity consumed in Tenant's Space. The consumption shall be measured by an independent meter installed specifically for the Premises. The meter shall be in the name of Tenant, who shall have sole responsibility for paying this expense directly to the utility company. The consumption of electricity for common areas will be paid for by Landlord and included in Operating Costs.

4.1.5 NET LEASE. This Lease shall be deemed and construed to be a "net lease" and Tenant shall pay to Landlord, absolutely net throughout the term of this Lease, the Base Rent, and other payments hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement deduction or set-off, other than as here in expressly provided for, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth.

ARTICLE 5

LANDLORD'S OBLIGATIONS

5.1 LANDLORD'S SERVICES DURING THE TERM: Landlord shall perform the following during the Term.

- (a) Automatically operated passenger elevator service and water at those points of supply provided for general use of its tenants;
- (b) Freight elevators on an "as available" basis for incidental use by Tenant; and
- (c) Maintenance and repair of the exterior of the Building and Building grounds, including shrubbery and the parking lot area; and
- (d) Security service for the Building.

5.1.2 Additional Building Services: Landlord shall furnish, solely at Landlord's election, through Landlord's employees or independent contractors, reasonable additional Building operation services upon reasonable advance request of Tenant at equitable rates from time to time established by Landlord to be paid by Tenant.

5.1.3 Repairs: Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as maybe necessary to keep them in serviceable condition. It is agreed upon between Landlord and Tenant that the Landlord shall be responsible for the maintenance and upkeep of the outside of the Building and all repairs to the Leased Premises, including electrical, plumbing and air conditioning within the Building, unless damage caused by the negligence or fault of Tenant, its employees, agents or invitees, in which event Tenant shall be responsible for said costs, which Landlord may charge to Tenant as additional rent. If the Leased Premises become un-tenantable by reason of fire, windstorm or other events beyond the control of Tenant or Landlord, then during such period the rental provided herein shall cease and be abated and the Landlord shall have a reasonable time during which to make the required repairs, or in the event Landlord elects not to rebuild or repair the Leased Premises, then this Lease shall thereupon cease and be deemed terminated.

5.2 QUIET ENJOYMENT: Landlord has the right to make this Lease and Tenant, on paying the rent and performing its obligations hereunder, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to all the terms and provisions hereof. Landlord shall not be liable to Tenant, which shall have no recourse against Landlord, by reason of interference with quiet enjoyment caused by other tenants.

5.3 INTERRUPTIONS:

5.3.1 Landlord shall not be liable to Tenant for any compensation or reduction of Rent by reason of inconvenience or annoyance or for loss of business arising from power losses or shortages or from the necessity of Landlord's entering the Premises for any of the purposes in this Lease authorized, or for repairing the Premises or any portion of the Property. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

5.3.2 Landlord reserves the right to stop any service or utility system when necessary, by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

ARTICLE 6

TENANT'S COVENANTS

6.1 TENANT'S COVENANTS DURING THE TERM: Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises, to do and perform the following matters.

6.1.1 Tenant's Payments: Tenant shall pay, when due, (a) all Base Rent and additional rent, (b) all taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, (c) all sales taxes which may be imposed on the payment by Tenant of Base Rent and/or additional rent due hereunder, (d) all charges for telephone, electricity and other utility services (including service inspections therefor) rendered to the Premises and separately metered or billed to Tenant, and (e) as additional rent, all charges of Landlord rendered pursuant to Section 4.2 here of and any other sums due Landlord pursuant to this Lease.

6.1.2 Repairs and Yielding Up: Tenant shall keep the Premises in good order, repair and condition, reasonable wear only excepted; at the expiration or termination of this Lease, Tenant shall peaceably yield up the Premises and all changes and additions there in such order, repair and condition. Subject to the provisions of Section 3.5, Tenant shall remove all personal property of Tenant, and any items required to be removed by Landlord pursuant to Section 3.5 or otherwise, repairing all damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property remaining on the Premises may, at Landlord's discretion, be removed, destroyed, sold, stored or otherwise disposed of at Tenant's cost.

6.1.3 Occupancy and Use: Tenant shall, continuously from the Commencement Date, use and occupy the Premises only for the Permitted Use, and shall not injure or deface the Premises or Property, and shall not permit in the Premises any auction, sale, nuisance or the emission from the Premises of any objectionable noise or odor, nor any use which is improper, offensive, contrary to law or ordinances, or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alteration or addition to the Building, nor cause the violation of any laws, ordinances, building codes, rules or regulations, any order or judgment, permit or license, of any federal, state or local governmental or regulatory entity having jurisdiction over or application to the Property, including but not limited to the Board of Fire Underwriters and the Americans with Disabilities Act and all regulations and orders promulgated to such act (collectively, "**Applicable Laws**"); Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or at any time during the term of this Lease, will comply with all Applicable Laws. Tenant will procure at its own expense all permits and licenses required for the transaction of its business in the Premises.

6.1.4 Hazardous Materials: Throughout the Term, Tenant shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises other than in strict compliance with Applicable Laws. For purposes of this provision, the term "**Hazardous Materials**" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require

special handling or treatment, under any Applicable Laws. If Tenant's activities at the Premises or Tenant's use of the Premises (a) results in a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or Applicable Laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Tenant shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of their mediation plan to be undertaken.

6.1.5 Rules and Regulations: Tenant shall comply with the Rules and Regulations set forth in Exhibit B and all other reasonable Rules and Regulations hereafter made by Landlord, of which Tenant shall have been notified, for the care and use of the Property.

6.1.6 Safety Appliances: Tenant shall keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by Tenant and to procure all licenses and permits so required and, if requested by Landlord, shall do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way Tenant's Permitted Use.

6.1.7 Assignment and Subletting: Tenant shall not, without the prior written consent of Landlord, assign this lease, make any sublease or permit occupancy of the Premises or any part thereof by anyone other than Tenant, voluntarily or by operation of law (it being understood that Landlord shall not unreasonably withhold or delay its consent herein required). Tenant shall, as additional rent, reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assign or sublet. No consent by Landlord shall affect the continuing liability of Tenant (which, following assignment, shall be joint and several with the assignee), and no consent to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance. Any permitted assignee, subtenant or other occupant must deliver a written instrument to Landlord, in form and substance reasonably satisfactory to Landlord, by which such assignee, subtenant or other occupant agrees to be bound by and assume all obligations of Tenant under this Lease relating to the portion of the Premises acquired by such assignee, subtenant or other occupant. Any attempted assignment, subleasing or other occupancy not approved by Landlord as required by this Subsection 6.1.7 shall be void and a default under this Lease; any net income (after commercially reasonable brokerage fees and out of pocket costs of leasing) which is payable to Tenant in connection with such subleasing or assignment or occupancy, in excess of the sums due Landlord by Tenant under this Lease, shall be payable one-half to Landlord, and one-half may be retained by Tenant.

6.1.8 Loading: Tenant shall not place a load upon the Premises exceeding an average rate of fifty (50) pounds of live load per square foot of floor area, and shall not move any safe, vault or other heavy equipment in, about or out of the Premises, except in such manner and at such times as Landlord shall in each instance approve. Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other leased space in the Building shall be placed and maintained by Tenant in settings of cork, rubber, spring or other types of vibration eliminators sufficient to eliminate such

vibration or noise.

6.1.9 Landlord's Costs: In case Landlord shall, without any fault on its part, be made party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, Tenant shall pay, as additional rent, all costs including, without implied limitation, reasonable attorneys' fees incurred by or imposed upon Landlord in connection with such litigation and, as additional rent, shall also pay all such costs and fees incurred by Landlord for any obligations of Tenant under this Lease.

6.1.10 Tenant's Property: All the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere in the Property shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord unless located off the Premises and due to the willful act or gross negligence of Landlord.

6.1.11 Holdover: Tenant shall pay to Landlord twice the total of the Base Rent and additional rent then applicable for each month or portion thereof, in the event that Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and shall also pay all damages sustained by Landlord on account thereof. The provisions of this Subsection shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease, at the option of Landlord exercised by written notice given to Tenant while such holding over continues. Such holding over shall, at Landlord's option, exercised by written notice at any time during the holding over, constitute an extension of this Lease for a period of one (1) year.

ARTICLE 7

CASUALTY AND TAKING

7.1 CASUALTY AND TAKING: In case during the Term all or any substantial part of the Premises, the Building or Lot or any one or more of them, are damaged materially by fire or any other cause, this Lease shall terminate at Landlord's election, which may be made, notwithstanding that Landlord's entire interest may have been divested, by notice given to Tenant within sixty (60) days after the occurrence of the event giving rise to the election to terminate, which notice shall specify the effective date of termination which shall not be less than thirty (30) nor more than sixty (60) days after the date of the notice of such termination. In case during the Term all or any substantial part of the Premises shall be taken by eminent domain, then either Landlord or Tenant may within sixty (60) days after receipt of notice of such taking by notice in writing to the other terminate this Lease as of the date of actual physical taking of possession under such taking. If in any such case the Premises are rendered unfit for use and occupation and the Lease is not so terminated, Landlord shall use due diligence to put the Premises, or, in the case of taking, what may remain thereof (excluding any items installed or paid for by Tenant, which Tenant may be required or permitted to remove), into proper condition for use and occupation to the extent permitted by the next award of insurance or damages and applicable laws then in effect and a just proportion of the Base Rent and additional rent according to the nature and extent of the injury shall be abated until the Premises or such remainder shall have been

substantially completed by Landlord in such condition, and in case of taking which permanently reduces the area of the Premises, a just proportion of the Base Rent and additional rent shall be abated for the remainder of the Term and an appropriate adjustment shall be made to the annual estimated Operating Costs.

7.2 RESERVATION OF AWARD: Landlord reserves to itself any and all rights to receive awards made for damages to the Premises, Building or Lot and the lease hold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name, it being agreed and understood, however, that Landlord does not reserve to itself and Tenant does not assign to Landlord any damages payable for (i) movable trade fixtures installed by Tenant or anybody claiming under Tenant, at its own expense, or (ii) relocation expenses recoverable by Tenant from such authority in a separate action.

ARTICLE 8

RIGHTS OF MORTGAGEE

8.1 PRIORITY OF LEASE: Landlord or any mortgagee of Landlord, from time to time, shall have the option to subordinate this Lease to any mortgage or deed of trust (a "**Mortgage**") of the Lot or Building, or both (the "**Mortgaged Premises**"), provided that the holder thereof ("**Mortgagee**") agrees in writing to recognize the rights of Tenant under this Lease and to accept Tenant as a tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings or otherwise; Tenant agrees to recognize Mortgagee as Landlord in such event. The provisions of this Section 8.1 shall bind and inure to the benefit of the successors and assigns of Tenant and of Mortgagee and upon anyone purchasing the Mortgaged Premises at any foreclosure sale or otherwise. Any such Mortgage to which this Lease shall be subordinated may contain such terms, provisions and conditions as the Mortgagee deems usual or customary.

8.2 LIMITATION ON MORTGAGEE'S LIABILITY: Upon entry and taking possession of the Mortgaged Premises for any purpose other than foreclosure, Mortgagee shall have all rights of Landlord and, during the period of such possession, the duty to perform all Landlord's obligations hereunder. Except during such period of possession, no such holder shall be liable, either as mortgagee or as holder of a collateral assignment of this Lease, to perform or be liable in damages for failure to perform, any of the obligations of Landlord, unless and until such holder shall enter and take possession of the Mortgaged Premises for the purpose of foreclosing a Mortgage. Upon entry for the purpose of foreclosing a Mortgage, such holder shall be liable to perform all of the obligations of Landlord, subject to the provisions of Section 3.3, provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under the provisions of Section 10.3 to the owner of the equity of the mortgaged premises. In no event, however, shall the holder of a mortgage on the Lot and/or the Building have any duty to perform or liability with respect to Landlord's obligations under this Lease unless and until such holder acquires title to the Lot and/or Building through foreclosure or otherwise, and if such holder does so acquire title, in no event shall such holder have any duty

to perform or any liability with respect to Landlord's obligations or any fact, circumstance or condition existing, arising or accruing before such acquisition of title.

8.3 MORTGAGEE'S ELECTION: Notwithstanding any other provisions to the contrary contained in this Lease, if prior to substantial completion of Landlord's obligations under Article 3, any holder of a first mortgage on the mortgaged premises enters and takes possession thereafter for the purpose of foreclosing the Mortgage, such holder may elect, by written notice given to Tenant and Landlord at any time within ninety (90) days after such entry and taking of possession, not to perform Landlord's obligations under Article 3, and in such event such holder and all persons claiming under it shall be relieved of all obligations to perform and all liability for failure to perform said Landlord's obligations under Article 3, in which event Tenant may terminate this Lease and all its obligations hereunder by written notice to Landlord and such holder given within thirty (30) days after the day on which such holder shall have given its notice as aforesaid.

8.4 NO PREPAYMENT OR MODIFICATION: No Base Rent, additional rent, or any other charge shall be paid more than thirty (30) days prior to the due dates thereof, and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee in possession or in the process of foreclosing its mortgage) be a nullity as against such mortgagee, and Tenant shall be liable for the amount of such payments to such mortgagee. No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term or otherwise materially change the rights of Landlord or holder of a mortgage affecting the Premises under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid, unless consented to in writing by Landlord's mortgagees of record, if any.

8.5 NO RELEASE OR TERMINATION: No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's Mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights, and (ii) such Mortgagees, after receipt of such notice, shall have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 8.5 shall be deemed to impose any obligation on any such Mortgagee to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the Mortgaged Premises if the Mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist.

8.6 CONTINUING OFFER: The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Article 8) constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such Mortgagee, subject to the provisions of Section 8.3, such Mortgagee being hereby constituted a

party to this Lease as an obligee hereunder subject to the provisions of Section 8.3 to the same extent as though its name was written hereon as such, and such Mortgagee shall be entitled to enforce such provisions in its own name.

8.7 MORTGAGEE'S APPROVAL: Landlord's obligation to perform its covenants and agreements hereunder is subject to the condition precedent that this Lease be approved by the holder of any mortgage of which the Premises are a part and by the user of any commitment to make a Mortgage loan which is in effect on the date hereof. Unless Landlord gives Tenant written notice within fifteen (15) business days after the Effective Date that such holder or issuer, or both, disapproves or has not approved this Lease, then this condition shall be deemed to have been satisfied or waived and the provisions of this Section 8.7 shall be of no further force or effect.

8.8 SUCCESSORS OF MORTGAGEE: All of the rights and privileges of the holders of mortgages on the Lot and/or Building set forth in this Article 8 shall inure to the benefit of any such holders and their respective successors and assigns, including without limitation where applicable any purchases at foreclosure and other parties claiming title by, through or under any such holders. Where reference is made herein to foreclosure, the same rights and privileges for any such holder shall arise and the same results shall obtain if such holder instead acquires title through deed in lieu of foreclosure or otherwise.

ARTICLE 9 DEFAULT

9.1 EVENTS OF DEFAULT: The occurrence of any of the following shall be deemed to be an event of default under this Lease: if any default by Tenant continues after notice, in case of Base Rent or any additional rent, for more than ten (10) days, or in any other case for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure the default (if the default is of such a nature that it is curable but cannot reasonably be cured in thirty (30) days, Tenant has the obligation to commence to cure the default within thirty (30) days, and thereafter diligently and continuously prosecutes such cure to completion), or if Tenant or any Guarantor makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law, or if such a petition is filed against Tenant or any Guarantor and is not dismissed within forty-five (45) days, or if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and it is not returned to Tenant within forty-five (45) days, or if such leasehold is taken on execution or other process of law in any action against Tenant. In the event of any default under this Lease by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative.

9.1.1 Landlord may cancel this Lease by notice to Tenant and retake possession of the Premises for Landlord's account, or Landlord may terminate Tenant's right of possession of the Premises. Tenant shall then quit and surrender the Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including to the extent legally permissible, payment of all Rent and other charges until the date this Lease would have expired had such cancellation or termination not occurred. If Landlord so

elects, Rent shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term, subject to the provisions of Section 9.1.5 below.

9.1.2 Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit without notice to, and at the expense and risk of, Tenant. Re-entry and removal may be effectuated by summary dispossession proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be reliable in anyway in connection with its actions pursuant to this section, to the extent that its actions are in accordance with Applicable Laws.

9.1.3 Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new Tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises.

9.1.4 Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and may enter upon the Premises for such purposes. No notice of Landlord's intention to perform such covenants need be given to Tenant unless expressly required by this Lease. Landlord shall not be liable to Tenant for any loss or damage caused by acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest at the highest rate permitted by law from the date of payment by Landlord until repaid by Tenant.

9.1.5 In calculating the amounts to be paid by Tenant to Landlord pursuant to this Section 9, Tenant shall be credited with the net proceeds of any rents obtained by Landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, and fees for legal services. It is agreed by Tenant that Landlord may (i) relet the Premises or any part or part thereof of a term or terms which may, at Landlord's option, be equal to or less than or greater than the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

9.1.6 So long as at least twelve (12) months of the Term remain unexpired at the time of such termination of this Lease or of Tenant's right of possession, in lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the

foregoing provisions of this Section 9.1, Landlord may by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in this Section 9.1 or as otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover and Tenant shall thereupon pay, as liquidated damages an amount equal to the aggregate of the Base Rent and additional rent accrued in the twelve (12) months ended next prior to such termination, plus the amount of Base Rent and additional rent of any kind accrued and unpaid at the time of termination and less the amount of any recovery by Landlord under the foregoing provisions of this Section 9.1 up to the time of payment of such liquidated damages.

9.1.7 Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to or less than the amount of the loss or damages referred to above.

92 COSTS: Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall also be liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises, reletting the Premises (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing), and any other expenses reasonably incurred by Landlord.

93 WAIVER: No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

ARTICLE 10

MISCELLANEOUS

10.1 INTERPRETATION: The titles of the Articles and Sections are for convenience and are not to be considered in construing this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors, or others using the Premises, Building or Property with Tenant's expressed or implied permission.

10.2 NOTICE: Any notice, approval, consent, request, or election required or permitted to be given or made pursuant to this Lease shall be addressed, if to Landlord, at Landlord's address or at such other address as may have been specified by prior notice to Tenant, and if to Tenant, at the Premises or Tenant's address or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be deemed duly served if personally delivered or sent by nationally recognized overnight delivery service.

10.3 LANDLORD'S LIABILITY: CERTAIN DUTIES: The obligations of this Lease

shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees, except that the Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Neither the Landlord named herein nor any successive owner of the Premises, whether an individual, trust, a corporation or otherwise shall have any personal liability related to this Lease beyond their equity interest in the Premises, and Tenant agrees that it shall look solely to such equity interest then-owned by Landlord for collection of any judgment or any other judicial process requiring the payment of money. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations. However, each Landlord shall deliver to its transfer real funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure or diligently pursue a cure of such nonperformance within thirty (30) days after receipt of Tenant's written notice or such longer time as is reasonably necessary, provided that such cure is commenced within such thirty (30) day period and thereafter pursued with reasonable diligence.

10.4 NO SURRENDER: The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

10.5 NO WAIVER: The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any Rules and Regulations against Tenant or any other tenant in the Building be deemed a waiver of any such Rules and Regulations. The receipt by Landlord of Base Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

10.6 NO ACCORD AND SATISFACTION: No acceptance by Landlord of a lesser sum than the Base Rent and additional rent then due shall be deemed to be other than on account of the earlier installment of such rent due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed as accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.

10.7 CUMULATIVE REMEDIES: The specific remedies to which Landlord may

resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenant, conditions or provisions.

10.8 PARTIAL INVALIDITY: If any term of this Lease, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

10.9 LANDLORD'S RIGHT TO CURE: If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but not the obligation, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the rate of 4% per annum in excess of the then prime rate of interest being charged by a majority of the national banks in Miami, Florida); and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately upon demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

10.10 ESTOPPEL CERTIFICATE: Tenant agrees on the Commencement Date, and from time to time thereafter upon not less than fifteen (15) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord, certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Base Rent and additional rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Base Rent, additional rent and other charges have been paid. Any such statement delivered pursuant to this Section 10.10 may be relied upon by any prospective purchaser or mortgagee of the Property or any prospective assignee of any such mortgagee.

10.11 FORCE MAJEURE: In any case where either party hereto is required to do any act (other than the payment of rent or other monies hereunder), delays caused by or resulting from war, civil commotion, fire, flood, other casualty, labor difficulties, shortages or other unavailability of labor, materials, equipment, energy or utility services, governmental regulations, unusually severe weather, Act of God or other causes beyond such party's reasonable control (but not the inability to pay money), shall not be counted in determining the time during which such act must be completed, and such time shall be deemed extended by such delay. In no event, however, shall the foregoing excuse the late payment of rent or any other monies due

hereunder nor extend the time therefor.

10.12 WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS: MEDIATION: LANDLORD AND TENANT EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS (EXCEPT COMPULSORY COUNTERCLAIMS) IN ANY SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NONPAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED BY TENANT UNDER THIS LEASE. UPON LANDLORD'S REQUEST, TENANT SHALL PARTICIPATE IN MEDIATION OF A DISPUTE BETWEEN LANDLORD AND TENANT; THE COST OF A MEDIATOR SHALL BE BORNE EQUALLY BY LANDLORD AND TENANT.

10.13 RADON GAS NOTICE: Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10.14 ATTORNEYS' FEES: Wherever provision is made in this Lease for attorneys' fees, such term shall be deemed to include accountants' and attorneys' (including paralegals' and similar persons) fees and costs, whether or not litigation is commenced, including those for appellate, bankruptcy, probate, arbitration, mediation and collections proceedings.

10.15 LANDLORD'S ACCESS: Landlord shall be entitled at all reasonable times and upon reasonable notice (but no notice is required in emergencies) to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord considers necessary or reasonably desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Building, and, during the last six months of the Term or any renewal thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises, Building or Property as Landlord deems necessary.

10.16 INCORPORATION OF PRIOR AGREEMENTS: MODIFICATIONS: This Lease is the only agreement between the parties pertaining to this Lease of the Premises, Building or Property and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

10.17 JOINT AND SEVERAL LIABILITY: All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

10.18 EXECUTION OF LEASE: Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums and moneys to be delivered at time of execution, provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

10.19 AUTHORITY: As a material inducement to Landlord to enter into this Lease, Tenant (and, individually, each party executing this Lease on behalf of Tenant), intending that Landlord rely thereon, represents and warrants to Landlord that:

10.19.1 Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

10.19.2 This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

10.19.3 Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

10.19.4 The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case maybe, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

10.20 FLORIDA LAW: This Lease shall be governed by the laws of the State of Florida.

10.21 COUNTERPART: This Lease may be executed in more than one copy, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of it and may be introduced into evidence or used for any purpose without the production of the other counterpart or counter parts.

10.22 TIME IS OF THE ESSENCE: Time is of the essence of this Lease and all provisions contained herein.

10.23 APPROVAL OF PLANS AND SPECIFICATIONS: Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Building or Property or any of their respective agents, partners or employees that such plans and specifications either (i) are complete or suitable for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Building or Property nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

10.24 RELATIONSHIP: Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

10.25 RIDERS AND EXHIBITS: All Riders and Exhibits attached to this Lease and all Addendums attached to this Lease and executed by both Landlord and Tenant shall be deemed to be a part of and are hereby incorporated in this instrument.

10.26 SURVIVAL: Tenant's ongoing or unfulfilled obligations shall survive the termination of this Lease, including but not limited to payment of additional rent adjustments which may be calculated and billed after the termination of the Lease.

ARTICLE 11

INSURANCE AND INDEMNITY

11.1 TENANT'S INSURANCE: Tenant shall throughout the term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises, in the amounts specified and in the form hereinafter provided for:

11.1.1 Commercial General Liability Insurance. Commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence (General Aggregate - \$2,000,000; Products Aggregate - \$2,000,000) for bodily injury and property damage insuring against legal liability of the insured with respect to said Premises or arising out of the maintenance, use or occupancy thereof. Said insurance shall include, but not be limited to, independent contractor liability, products and completed operations coverage, and the Broad Form Commercial General Liability Endorsement, including personal injury and advertising liability, contractual liability and premises medical payments.

11.1.2 Property Insurance. "Special Risk" property insurance including plate glass coverage on a replacement cost basis, with coverage equal to not less than one hundred percent (100%) of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant, and all other contents located or placed therein.

11.1.3 Workers' Compensation and Employees' Liability Insurance. Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State where the Premises are located and Employees' Liability coverage with not less than the minimum statutory limits of coverage.

11.1.4 Policy Form. All policies referred to above shall: (i) be taken out with underwriters licensed to do business in Florida and a "Best Rating" of "A" or "A+" (ii) name Landlord and the property manager, or their successors, as additional insured; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Landlord or any mortgagee of Landlord; (iv) contain an undertaking by the insurers to notify Landlord and any other additional insured by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination; and (v) provide that a defense against the primary insured shall not be a defense against payment to the additional insureds. Binding certificates of insurance with endorsements attached or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Landlord promptly upon request. a) Tenant fails to take out or to keep in force any insurance referred to in this Section 11, or should any such insurance not be approved by either Landlord or any mortgagee, and b) Tenant does not commence and continue to diligently cure such default within forty-eight (48) hours after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be paid by Tenant to Landlord without prejudice to any other rights or remedies of Landlord under this Lease. Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Building.

11.2 INDEMNIFICATION OF THE PARTIES:

11.2.1 The Tenant shall indemnify and hold harmless Landlord, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Landlord and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or the Tenant's officers, employees, agents, servants, partners, principals or subcontractors. The Tenant shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall

not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors.

11.2.2 The Landlord shall indemnify and hold harmless Tenant, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Tenant and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Landlord or the Landlord's officers, employees, agents, servants, partners, principals or subcontractors. The Landlord shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue there on. The Landlord expressly understands and agrees that any insurance policies required by this Lease or otherwise provided by the Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend Tenant and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

11.2.3 Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Lease and shall terminate upon the expiration of the applicable statute of limitation.

11.3 RELEASE AND WAIVER OF SUBROGATION RIGHTS: The parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage that may occur to the Premises or the Building, and to all property, whether real, personal or mixed, located in the Premises or the Building, by reason of any cause against which the releasing party is actually insured or, regardless of the releasing party's actual insurance coverage, against which the releasing party is required to be insured pursuant to the provisions of this Lease. This release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees. Each party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation. This Section 11.3 supersedes any provision to the contrary which may be contained in this Lease.

EXECUTED as a sealed instrument as of the day and year first above written.

LANDLORD: CITY OF OPA-LOCKA

Witness:

_____ By: _____

Name: _____

TENANT: SFSE LLC d/b/a SOUTH FLORIDA SCHOOL
OF EXCELLENCE

Witness:

_____ By: _____

Name: _____

As To Legal Sufficiency and Form

Burnadette Norris-Weeks, City Attorney
City of Opa-locka



LLCDBAS-01

SCAMACHO

DATE (MM/DD/YYYY)

7/22/2022

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Diverse Insurance Group, Inc.
DBA Global Green Insurance Agency
9900 Stirling Rd., Ste. 240
Cooper City, FL 33024-8065

CONTACT
NAME:
PHONE (A/C, No, Ext): (754) 300-7352 FAX (A/C, No): (954) 530-1743
E-MAIL ADDRESS: mohammed@insurefloridians.com

INSURED
SFSE LLC DBA South Florida School of Excellence INC
780 Fisherman Dr
3rd floor
Opa Locka, FL 33054

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Wesco Insurance Company	
INSURER B: AmTrust North America, Inc.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 3

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	X		WPP149062705	8/22/2021	8/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ ☒ PER STATUTE ☐ OTHER
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			WPP149062705	8/22/2021	8/22/2022	EACH OCCURRENCE \$ AGGREGATE \$ ☒ PER STATUTE ☐ OTHER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AWC1169683	8/8/2021	8/8/2022	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Please refer to the policy jacket for terms and conditions.

CERTIFICATE HOLDER

City of Opa Locka
780 Fisherman
4th Floor
Opa Locka, FL 33054

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sylvia Camacho


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[Filing History](#)

Fictitious Name Search

Fictitious Name Detail

Fictitious Name

SOUTH FLORIDA SCHOOL OF EXCELLENCE

Filing Information

Registration Number G16000053640
Status ACTIVE
Filed Date 05/30/2016
Expiration Date 12/31/2027
Current Owners 1
County MIAMI-DADE
Total Pages 4
Events Filed 3
FEI/EIN Number NONE

Mailing Address

780 FISHERMAN STREET, 2ND FLOOR
 OPALOCKA, FL 33054

Owner Information

SFSE LLC
 780 FISHERMAN STREET 2ND,3RD FLOOR
 OPALOCKA, FL 33054
FEI/EIN Number: 81-2780334
Document Number: L16000103985

Document Images

[05/30/2016 -- Fictitious Name Filing](#)

[04/19/2023 -- CHANGE NAME/ADDRESS](#)

[03/23/2022 -- Fictitious Name Renewal Filing](#)

[11/22/2021 -- CHANGE NAME/ADDRESS](#)

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[Filing History](#)

Fictitious Name Search

EXHIBIT B

RULES AND REGULATIONS

1. The entrance, lobbies, passages, corridors, elevators, and stairways shall not be encumbered or obstructed by Tenant, Tenants agents, servants, employees, licenses, and visitors, nor be used by them for any purpose other than for ingress and egress to and from the Premises. The moving in or out of all safes, freight, and furniture or bulky matter of any description must take place during the hours which Landlord may determine from time to time. Landlord reserves the right to inspect all freight and bulky matter to be brought into the building and exclude from building all freight and bulky matter which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.
2. No curtains, blinds, shades, screens, or signs other than those furnished by Landlord shall be attached to, hung in, or used in connection with any window or door of the premises without prior written consent of the Landlord. Said consent shall not be unreasonably withheld and shall be consistent with other establishments of similar nature.
3. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof without prior written consent of the Landlord. Tenant must, upon the termination of its tenancy, restore to Landlord all keys of offices and toilet rooms either furnished to or otherwise procured by Tenant; and in the event of the loss of any keys so furnished; Tenant shall pay to Landlord the cost thereof.
4. Canvassing, soliciting and peddling in the building or on the lot are prohibited, and Tenant shall cooperate to prevent same.
5. Tenant may request heating and/or air conditioning during other periods in addition to normal working hours by submitting its request in writing to the Building Manager's office no later than 2:00 P.M. of the preceding workday (Monday through Friday) on forms available from Building Manager. The request shall clearly state the start and stop hours of the "off-hour" service. Tenant shall submit to the Building Manager a list of personnel who are authorized to make such requests. Charges are to be determined by the Building Manager on the additional hours of operation, as shall be fair and reasonable and reflect the additional operating cost involved.
6. Tenant shall comply with all security measures from time to time established by Landlord for the Building.
7. Tenant shall have the right to install within the Premises, at its sole expense, such a sign or signs as may be reasonable and appropriate under the circumstances. All such signs shall be located within the glass line of the building and in accordance with all applicable zoning codes, building codes and related rules, regulations and ordinances. Tenant shall put in an installation for Landlords approval. Landlord's approval of any sign will not be unreasonably withheld or delayed.

8. Tenant shall have reasonable access to the elevators within the building for the purpose of transporting furniture to the Premises; provided such use shall not be permitted to interfere with normal and usual use of the elevators by other tenants and their visitors. Tenant shall be responsible for any damage done to the elevators or other areas of the building in connection with transportation of said products and shall promptly repair any damage caused thereto.
9. All garbage and refuse shall be deposited in the kind of container specified by Landlord, and shall be placed outside the Premises prepared for collection in the manner and at the times and places specified by Landlord and in accordance with all governmental regulations. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at tenant cost.
10. No radio or television aerial or other similar devices shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof of the building or any exterior walls of the Premises, or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without Landlord's written consent may be removed by Landlord at any time and Landlord shall not be liable to Tenant for such removal including any damage to property caused during the removal.
11. Tenant and its employees shall park their cars in those portions of the parking areas designated by Landlord.
12. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provisions shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused same.