

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, September 10, 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 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**

SPEAKING BEFORE THE CITY COMMISSION

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

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

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

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

FLORIDA STATUTES, CHAPTER 285.0105

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

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

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

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

To participate virtually, please register by 6:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

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

AGENDA
REGULAR COMMISSION MEETING
September 10, 2025
6:00 PM

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **INVOCATION:**
4. **PLEDGE OF ALLEGIANCE:**
5. **AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
 1. **Special Presentation by Vice Mayor Joseph L. Kelley**
Commendations to Miami-Dade County Department of Emergency Management
CERT Instructors Mr. Lloyd Kurtzman and Mr. Jay Mirmelli
Certificate to CERT Class Attendees
 2. **Special Presentation by Commissioner Natasha L. Ervin**
Commendations to Sgt. Lawrence Holborow, Randolph Aikens and Marc Cooper
6. **APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)**
7. **APPROVAL OF AGENDA:**
8. **APPROVAL OF MINUTES:**

Budget Workshop Meeting Minutes — July 10, 2025
Budget Workshop Meeting Minutes — July 15, 2025
Regular Commission Meeting Minutes — July 23, 2025
Sunshine Meeting Minutes — August 25, 2025
Special Commission Meeting Minutes — August 25, 2025
9. **DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
10. **PUBLIC PRESENTATIONS:**
 1. **Senator Shevrin D. Jones, Florida Senate, District 34**
Representative Ashley V. Gantt, Florida House of Representatives, District 109
Yolanda Cash Jackson, Esq., Becker & Poliakoff
Re: 2025 Legislative Session

2. **Calvin Bennett**
Re: Request for Additional Meter(s)

11. CITIZENS' FORUM:

(Opportunity for discussion of any concerns – please limit to 3 minutes)

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING 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* [Deferred from SCM 08/25/2025](#)**
2. **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* [Deferred from SCM 08/25/2025](#)**
3. **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* [Deferred from SCM 08/25/2025](#)**
4. **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* [Deferred from SCM 08/25/2025](#)**
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK CITY OF MIAMI CONTRACT IFB 1115382 WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING SERVICES FOR PHASE I OF THE SIDEWALK REPLACEMENT PROJECT TO INSTALL NEW SIDEWALKS IN CERTAIN AREAS OF THE CITY, IN AN AMOUNT NOT**

TO EXCEED ONE HUNDRED TWENTY-SEVEN THOUSAND, FIVE HUNDRED FIFTY-FOUR DOLLARS AND FIFTY CENTS (\$127,554.50); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.
Sponsored by City Manager

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE RE-ESTABLISHMENT OF A CODE ENFORCEMENT LIEN AMNESTY PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**
Sponsored by City Manager
7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL FROM ATKINSREALIS INC. TO CONDUCT FEASIBILITY STUDIES FOR THE SAFE STREETS FOR ALL (SS4A) QUICK-BUILD PROJECTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*
8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND IMPLEMENT THE FREEBEE SYSTEM SAFETY PROGRAM PLAN; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*
9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE EMPLOYMENT AGREEMENT BETWEEN SHA'MECCA LAWSON AND THE CITY OF OPA-LOCKA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*
10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS TO PURSUE AND SECURE GRANT FUNDING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*
11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AFFIRMING APPROVAL FOR THE 2026 ARABIAN NIGHTS FESTIVAL; AUTHORIZING THE CITY MANAGER TO SEEK, NEGOTIATE, AND EXECUTE A CONTRACT WITH A VENDOR DEEMED BEST QUALIFIED TO PRODUCE AND CURATE THE ARABIAN NIGHTS FESTIVAL IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES; REQUIRING THE CITY MANAGER TO PROVIDE A SCHEDULE OF EVENTS AND PLANNING UPDATE, INCLUDING A LIST OF POTENTIAL QUALIFIED VENDORS FOR POTENTIAL ENGAGEMENT OF SERVICES TO THE CITY COMMISSION NO LATER THAN DECEMBER 1, 2025; PROVIDING FOR INCORPORATION OF**

RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

12. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS TO UPGRADE AND RESTORE THE FOOTBALL FIELD AT INGRAM PARK BY PURSUING AND SECURING GRANTS AND AVAILABLE FUNDING, AND ESTABLISHING A COMPLETION TIMELINE OF SPRING/SUMMER 2026 TO ENSURE THE FIELD IS OPERATIONAL BY THE 2026 FOOTBALL SEASON; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN OF RAFE INVESTMENTS, INC FOR THE CONSTRUCTION OF FIFTEEN RESIDENTIAL UNITS, THREE LIVE-WORK UNITS AND TWELVE RESIDENTIAL UNITS ON THE VACANT PARCEL SITE ON ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122-003-2390; 08-2122-003-2400 IN THE B-O ZONING DISTRICT AND WITHIN THE MAGNOLIA NORTH MIXED-USE OVERLAY DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT OF RAFE INVESTMENTS, INC FOR THE CONSTRUCTION OF FIFTEEN RESIDENTIAL UNITS, THREE LIVE-WORK UNITS AND TWELVE RESIDENTIAL UNITS ON THE VACANT PARCEL SITE ON ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122-003-2390; 08-2122-003- 2400 IN THE B-O ZONING DISTRICT AND WITHIN THE MAGNOLIA NORTH MIXED-USE OVERLAY DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 17, ARTICLE III OF THE CITY'S CODE OF ORDINANCES ENTITLED "PLANNING AND DEVELOPMENT" TO INCLUDE NEW DIVISION 4 TO BE ENTITLED "CROSS ACCESS EASEMENT**

AGREEMENTS AND COVENANTS"; ESTABLISHING A PROCESS FOR THE REVIEW AND APPROVAL; PROVIDING FOR DEFINITIONS; PROVIDING FOR APPLICATION PROCEDURES; PROVIDING FOR REVIEW CRITERIA; PROVIDING AN AMENDMENT TO CHAPTER 2, ARTICLE XIV, SECTION 2.655 FOR A \$500.00 FEE; PROVIDING FOR RECORDATION REQUIREMENTS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor, Jr.

* Hurricane Preparedness

Vice Mayor Joseph L. Kelley

* Impact of Proposed Property Tax Reduction

* Unsolicited Bid Letter

* Arabian Nights & 100th City Birthday Celebration Planning

* Joint CRA & City Commission Downtown Development Workshop

* City-Wide Parks & Recreation Master Plan

* Feeding South Florida

20. OFFICIAL BOARD APPOINTMENTS:

Charter Review Board

1 Individual Appointment (Mayor Taylor)

1 Individual Appointment (Commissioner Santiago)

2 At-large Appointments

Planning & Zoning Board

1 Individual Appointment (Mayor Taylor)

1 Individual Appointment (Vice Mayor Kelley)

1 Individual Appointment (Commissioner Dr. Bass)

1 Individual Appointment (Commissioner Ervin)

1 Individual Appointment (Commissioner Santiago)

2 At-Large Appointments (Alternate Members)

Historic Environmental Preservation Board

- 1 Individual Appointment (Mayor Taylor)
- 1 Individual Appointment (Vice Mayor Kelley)
- 1 Individual Appointment (Commissioner Dr. Bass)
- 1 Individual Appointment (Commissioner Ervin)
- 1 Individual Appointment (Commissioner Santiago)
- 2 At-Large Appointments (Alternate Members)

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **The City of Opa-locka Mayor & Commission present Community Chess and Dominoes Monthly Challenge, [Saturday, September 6, 2025](#) at 5:00 PM - 6:30 PM, Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. *Hosted by Commissioner Dr. Sherelean Bass and Commissioner Luis B. Santiago***
2. **The City of Opa-locka Mayor & Commission present Meet Me Monday hosted by Vice Mayor Joseph L. Kelley, [Monday, September 8, 2025](#), at 6:00 PM, at Iglesia De Dios Pentecostal, 644 Salih Street, Opa-locka, Florida.**
3. **City of Opa-locka First Budget Hearing, [Tuesday, September 9, 2025](#) from 6:00 PM, Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.**
4. **City of Opa-locka Closed-Door Attorney/Client Session, [Wednesday, September 10, 2025](#) at 5:00 PM, Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida. *This meeting is closed to the general public.***
5. **The City of Opa-locka Mayor & Commission present Community Bingo, [Friday, September 12, 2025](#) at 6:00 PM, Sherbondy Park Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**
6. **The City of Opa-locka Mayor & Commission present a Taste of Opa-locka, [Saturday, September 13, 2025](#) at 12:30 PM, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. *Hosted by Vice Mayor Joseph L. Kelley***
7. **City of Opa-locka Public Workshop to discuss the Recreational Vehicle Ordinance, [Monday, September 15, 2025](#) at 6:00 PM, Opa-locka Government Center, 780 Fisherman Street, 3rd FL, Opa-locka, Florida. *Hosted by Commissioner Luis B. Santiago and Co-hosted by Mayor John H. Taylor***
8. **State Senator Shevrin Jones Legislative Town Hall & Listening Tour, [Wednesday, September 17, 2025](#) at 6:00 PM, Opa-locka Government Center,**

- 780 Fisherman Street, 3rd FL, Opa-locka, Florida. *Hosted by Mayor John H. Taylor, Jr.*
9. The City of Opa-locka Mayor & Commission present a Community Food & Resource Drive, **Friday, September 19, 2025** from 9:30 AM - 1:30 PM, Segal Park, 2331 NW 143rd Street, Opa-locka, Florida. *Hosted by Vice Mayor Joseph L. Kelley*
 10. The City of Opa-locka Mayor & Commission present a Community Baby Shower, **Saturday, September 20, 2025** from 2:00 PM - 5:00 PM, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida. **RSVP Required.** *Hosted by Commissioner Dr. Sherelean Bass and Commissioner Natasha L. Ervin*
 11. City of Opa-locka Second Budget Hearing, **Wednesday, September 24, 2025** from 5:01 PM, Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.
 12. The City of Opa-locka Mayor & Commission present Karaoke in the Park, **Saturday, September 27, 2025** at 7:00 PM, Ingram Park, 2100 Burlington Street, Opa-locka, Florida. *Hosted by Commissioner Natasha L. Ervin*
 13. The City of Opa-locka Mayor & Commission present a free food distribution in partnership with Farm Share, **Wednesday, October 1, 2025** from 9:30 AM - 12:30 PM, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. **While supplies last, on a first-come, first-served basis.** *Hosted by Vice Mayor Joseph L. Kelley; Co-hosted by Mayor John H. Taylor Jr. and Commissioner Natasha L. Ervin*
 14. City of Opa-locka Charter Review Board Meeting will be held on **Thursday, October 2, 2025** at 6:30 PM, Opa-locka Government Center, 780 Fisherman Street, 3rd Floor Commission Chambers, Opa-locka, Florida.

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

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

CITY COMMISSION BUDGET WORKHOP
Thursday, July 10, 2025
1:30 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 1:39 PM on Thursday, July 10, 2025, at the Opa-locka Government Center, Commission Chamber, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

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

3. INVOCATION:

The invocation was delivered by Assistant City Manager Ellis.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Mayor Taylor and recited in unison.

5. PUBLIC COMMENTS:

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

Mayor Taylor opened the Citizens' Forum. No one came forth to speak. Mayor Taylor closed the Citizens' Forum.

5. PROPOSED FY 2026 BUDGET PRESENTATION:

1. Fund Overview

2. Division Reviews

Budget Administrator Robert Anathan presented the budget workshop timeline. He stated that today's meeting was the first workshop, with a second tentatively scheduled for Tuesday, July 15. The second hearing on July 23 would require adoption of the budget and millage rate for state submission by July 31. The state would respond in August, followed by two hearings in September. A five-year plan presentation would take place in October.

Mr. Anathan highlighted a proposed 2% millage rate reduction to 8.9797, payoff of the county water debt in August, and a \$11.4 million capital plan. He noted the launch of the ARP financial system and return of the Arabian Nights Festival, potentially tied to the City's 100th anniversary. He confirmed ARPA funds would be fully spent.

The budget includes five new patrol officers: two from a COPS grant, two funded by eliminating the Assistant Chief role, and one from converting a detective position. Mr. Anathan said the long-delayed Cairo Lane project would be completed in FY26.

Commissioner Santiago questioned the delay, noting previous claims that work would begin months ago. Ms. Adalina Gross, CIP Manager, explained work began in February with utility and drainage preparation, but full construction has been delayed by permitting and environmental compliance.

Mayor Taylor asked to continue the budget review and return to the Cairo Lane discussion during the CIP budget portion.

Mr. Anathan resumed the presentation with an overview of the FY25 and FY26 financial outlook. He noted that while the City entered FY25 with an estimated \$35 million fund balance, approximately \$13 million would be used in FY25, leaving a projected \$22 million. In FY26, an additional \$11 million would be used, largely for capital projects, reducing the fund balance to \$10 million, the minimum required. He explained that the City historically used new revenue for operations and fund balance for capital, but tighter budgeting would now be required.

Mr. Anathan reviewed the organizational structure of City funds, including operating, internal service, CIP, and smaller funds. He noted the debt service fund would end after FY26, and ARPA funding would conclude in FY26 as well. He provided a brief explanation of each fund's purpose and revenue sources.

Vice Mayor Kelley asked about changes to the Safe Neighborhood and Water and Sewer CIP budgets. Mr. Anathan acknowledged several last-minute adjustments related to software and other updates received over the July 4th weekend. He confirmed the revised numbers would be provided, clarifying that previous documents were still in progress.

A question was asked about the addition of police officers. Mr. Anathan responded that five new patrol positions were included: two from a COPS grant, two funded by eliminating an assistant chief role, and one by converting a detective role. He emphasized this change was cost-neutral and addressed operational needs.

Commissioner Bass asked about funding for the Arabian Nights event and its tie-in to the City's centennial celebration. Mr. Anathan confirmed the event was proposed for the upcoming year and would be included in the special events discussion later in the workshop.

City Clerk Flores noted an accounting error on the on the City Clerk's budget page regarding travel and per diem. Mr. Anathan acknowledged.

Commissioner Santiago asked for clarification on the City Attorney's budget. Mr. Anathan explained the budget included three components: outside legal support, litigation costs, and a monthly retainer for the City Attorney. He noted the litigation line covered legal action on behalf of the City, which may include engaging external counsel. Commissioner Santiago asked whether the costs were incurred regardless of case outcomes. Mr. Anathan confirmed the expenses were budgeted whether the City won or lost.

Mr. Anathan reviewed the Finance Department budget, noting staff reallocation, audit costs, ADP payroll services, and a temporary position for Yardi conversion.

Commissioner Bass questioned the plan to resume utility billing. Interim City Manager Lawson clarified it was not included in the FY26 budget. Finance Director Gantt confirmed the City lacked the technology and staffing to resume billing at this time.

Mayor Taylor asked whether the budget included a cushion to address potential findings from the ongoing efficiency audit, such as needing to accelerate the audit or hire additional support. Ms. Gantt responded that aside from temporary staffing for immediate functions, no additional cushion was included. Mayor Taylor suggested working with staff to prepare for possible consultant or emergency needs once the audit findings are known.

Commissioner Ervin stated that credit card convenience fees should be passed on to the consumer rather than absorbed by the City. She compared the practice to concert ticket purchases, where the buyer pays additional fees, and suggested the City adopt a similar approach to reduce expenses.

Commissioner Bass asked if the Finance Department was fully equipped and able to maintain staffing. Ms. Gantt confirmed they had begun the financial software conversion with full participation and were prepared to maintain adequate staffing levels.

Vice Mayor Kelley emphasized the importance of pursuing financial certification to demonstrate the city's fiscal strength. He asked the City Manager and Finance Director to move forward with the application, noting it would signal to the public and potential investors that the city is on the right financial path. Ms. Gantt confirmed they would work toward that goal.

Ms. Gantt confirmed the city would pursue the GFOA Distinguished Budget Presentation Award and explained that the application window runs from October 1 to December 1. She noted the city had received the award in past years and stated that staff had already reviewed the submission protocol. She expressed confidence that the city would be in a strong position to earn the recognition again.

Mr. Anathan reviewed the HR budget, noting that the \$165,000 allocation covered the outsourced HR director position. Additional contract services included \$17,000 for ADP HR, \$50,000 for the youth summer program, and \$12,700 for smaller items.

Mayor Taylor asked about the increase in employee recognition funds from \$10,000 to \$18,000. Mr. Anathan explained the increase reflected an intention to fully utilize funds for events such as Public Works Week and Police Week, which were underutilized this year.

Mayor Taylor also praised a recent wellness initiative coordinated by HR that included massages and health-related programming, noting it was well received. Mayor Taylor also asked about another student program in partnership with Miami-Dade County Public Schools. Interim City Manager Lawson confirmed the city had hosted that program last year as well, at no cost.

For Housing and Social Services, Mr. Anathan noted the budget was preliminary. Mayor Taylor questioned the \$50,000 residential assistance line being placed in Community Development. Interim City Manager Lawson agreed it should move to Housing once the position is filled.

Mayor Taylor asked for faster recruitment. Interim City Manager Lawson said applicants lacked experience but agreed to re-advertise with Ms. Adams. Staffing remained at two: director and assistant.

Mr. Anathan reviewed the Community Development budget and noted \$100,000 was allocated for the Residential Maintenance Assistance Program. Mayor Taylor and Vice Mayor Kelley agreed the full amount should be moved to Housing and Social Services and renamed the Residential Assistance Grant to allow broader use, such as rent or utility support. Staff confirmed the change could be made based on Commission consensus.

Vice Mayor Kelley asked about the status of the Community Historic Grant. Staff explained the project was in progress with contracting underway and photos would be provided once available. It would not carry into FY 26.

Vice Mayor Kelley also asked about the \$318,000 in Other Professional Services. Mr. Anathan provided a breakdown, including \$125,000 for annexation consulting, \$50,000 for environmental study, and smaller allocations for economic development, appraisals, and the Chamber of Commerce. He confirmed the full list would be included in the budget book.

Mayor Taylor and Vice Mayor Kelley questioned the annexation allocation. Mr. Gregory Gay explained the city previously received an \$85,000 proposal but found it inadequate. Due to competition with other municipalities exploring annexation, the city recommended increasing the budget to \$125,000 to move quickly on analysis and strategy.

The Commission agreed to revisit the topic during one-on-one meetings and emphasized readiness.

Mr. Anathan reviewed the Building and Licenses department objectives, noting a consultant study was planned to evaluate operational efficiency and technology use. A fee study would also be conducted, with its cost budgeted in Division 19.

Commissioner Bass asked if the department had sufficient staffing. Staff confirmed there were three clerks, a supervisor, a manager, a full-time building official, a full-time housing inspector, and six part-time inspectors covering various trades. Each part-time inspector worked approximately 10.5 hours per week. Staff stated current operations were adequately supported.

Commissioner Santiago commended the department's performance, noting its strong revenue collection. Interim City Manager Lawson added that while Building and Licenses generates revenue, Code Enforcement's primary role is compliance, not revenue, and efforts were underway to strengthen that focus.

Mayor Taylor asked if it would be possible to contract with the county to bring in a DERM inspector, noting residents often struggle to understand the DERM process and that stronger coordination could help. Interim City Manager Lawson responded that the idea could be explored, though it had not been done before. Mayor Taylor emphasized the need to bridge the gap between the city and DERM, suggesting improved relationships could benefit both residents and businesses.

Mr. Anathan noted that Parks and Recreation would need to focus on outreach and adjusting to a new master plan. He stated \$423,000 was budgeted for special events, with further discussion scheduled later in the day.

Mr. Anathan introduced the Police Department objectives, highlighting five new patrol positions and funding to send two recruits to the academy.

Commissioner Santiago asked about assigned vehicles for City Hall use. Mr. Austin confirmed one is available at City Hall for employees to sign out. Commissioner Santiago also inquired about budget increases for police. Interim City Manager Lawson stated raises were under consideration through union negotiations and would be included in the FY26 budget.

Commissioner Santiago stressed the importance of timely support for the department, especially regarding salaries and vehicle replacement. He emphasized the department's role in public safety and correcting misconceptions in media reports.

Vice Mayor Kelley asked whether raises for police officers were tied to performance like non-union staff. Interim City Manager Lawson clarified that non-bargaining employees received raises based on evaluations, while union members followed contractual terms.

Commissioner Ervin asked about employee raises, and Interim City Manager Lawson explained they are based on evaluations for non-bargaining employees and contract terms for union employees. Commissioner Santiago and Vice Mayor Kelley emphasized supporting the police department through contracts and funding. Vice Mayor Kelley commended the elimination of the assistant chief position in favor of hiring two officers, citing it as a move toward community-focused policing.

Vice Mayor Kelley also urged consideration of a contract for academy recruits requiring them to remain with the city for a minimum time or reimburse training costs. Interim City Manager Lawson confirmed that the city was actively developing the reserve program and exploring auxiliary options. Vice Mayor Kelley requested an update on the Explorer program and recommended increasing the budget from \$10,000 to \$15,000 or \$20,000 to support new uniforms, insurance, lunches, and recruitment. Mayor Taylor and Commissioner Santiago supported \$20,000. Staff confirmed there are currently five explorers, with a goal of expanding to 15–20.

Vice Mayor Kelley raised concerns about accountability for damaged vehicles and asked for a clearer tracking and reporting system, noting repair costs were often lumped into a general line item. Commissioner Santiago suggested exploring the use of electric vehicles to reduce maintenance costs and long-term expenses. Interim City Manager Lawson agreed to evaluate phased options and bring a plan back to the City Commission.

Mr. Anathan reviewed the Code Compliance budget. Commissioners requested a clearer system for tracking vehicle damage and maintenance accountability. Vice Mayor Kelley asked for written procedures. Commissioner Santiago suggested exploring electric vehicles to reduce costs; Interim City Manager Lawson agreed to research phased implementation after full deployment of current vehicles.

The department will have seven vehicles: six for Code Compliance and one for the Stormwater Division, with the stormwater officer assisting as needed. One new vehicle will be purchased; others are already in use.

Commissioner Bass and others expressed concern about staffing levels. Ms. Wilcox recommended waiting for the results of a consultant-led efficiency study, set to begin after budget approval.

Ms. Wilcox stated Code officers currently lack radios and noted safety concerns. Commissioners emphasized the need for radios compatible with police. Staff explained Motorola's two-year phased payment plan and said \$9,000 may not cover long-term costs. A meeting will be held to finalize a plan.

Mr. Anathan reviewed the Beautification and Maintenance budget. Vice Mayor Kelley and staff discussed the \$27,000 budgeted for tree trimming, noting it was a starter amount for contracted services handling taller trees. Staff will trim trees within reach using city equipment. Vice Mayor requested a trimming schedule and emphasized that more in-house work should be done to reduce reliance on contractors.

Commissioners questioned why simple tasks like mulch and flower maintenance at gateways were outsourced. Staff clarified that contracted services handled maintenance, while the CRA handled initial plantings. Commissioner Santiago expressed concern that outsourcing stemmed from a lack of skilled staff and called for more training or internal capability.

Vice Mayor and Mayor Taylor highlighted ongoing issues with the division being pulled for events and office setup instead of beautification. They requested a restructuring of the department to separate beautification from other maintenance duties and ensure the 15-person team focuses on city appearance. Interim City Manager Lawson agreed to bring back a breakdown of staffing and potential restructuring.

Commissioners also discussed the FY25 commission travel budget. Mr. Anathan presented a proposed total of \$47,100 based on submitted wish lists for 31–32 trips. Commissioners recommended rounding the line item to \$50,000, allowing flexibility for future travel. Staff clarified the state prefers specific trip listings but does not strictly enforce them. Any overages would require commission consensus and a formal budget amendment. There was general agreement to proceed with a \$50,000 travel budget.

7. DISCUSSION:

8. NEXT STEPS:

The City Commission will be polled to determine the next budget meeting date.

9. ADJOURNMENT:

There being no further business to come before the City Commission, the meeting was adjourned at 4:29 PM.

John H. Taylor, Jr.
Mayor

Attest:

Joanna Flores
City Clerk

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

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

CITY COMMISSION BUDGET WORKHOP
Tuesday, July 15, 2025
12:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 12:17 PM on Tuesday, July 15, 2025, at the Opa-locka Government Center, Commission Chamber, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

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

3. INVOCATION:

The invocation was delivered by Assistant City Clerk Valdes-Wright.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Mayor Taylor and recited in unison.

5. PUBLIC COMMENTS:

Mayor Taylor opened the Citizens' Forum. No one came forth to speak. Mayor Taylor closed the Citizens' Forum.

6. PROPOSED FY 2026 BUDGET PRESENTATION:

1. Division Reviews

(continued from 07/10/2025 Budget Workshop)

Budget Administrator Robert Anathan stated he was asked at the previous meeting to document all possible budget changes. He explained that the budget process is dynamic, and numbers had shifted since the one-on-one commissioner briefings on July 1. He noted that a six-page document was provided at each seat. The document was organized by division and showed the original figures from July 1. It also showed any changes made by the July 10 hearing and included additional revisions based on that meeting or new findings. He confirmed the document reflected the progression from initial briefings to the current version of the budget.

Mr. Anathan briefly reviewed the Town Center budget.

Commissioner Santiago asked if the Town Center building in the budget was City Hall. Mr. Anathan confirmed it was. Commissioner Santiago asked if the \$57,200 for improvements was related to a paid-off loan. Mr. Anathan said it was separate and part of the current year's expenses. Commissioner Santiago asked about utility reimbursements. Mr. Anathan said the city received franchise fees, shown as revenue, and expenses were listed separately per municipal accounting.

Mr. Anathan confirmed the amount was zero and the building was paid off as of June 1.

Mr. Anathan reviewed the Risk Management budget. Mayor Taylor asked about exploring other insurance carriers. Interim City Manager Lawson said the city planned to go out for bids in the spring, was awaiting rates from FMIT, and would implement an Accident Review Board and safety program.

Mr. Anathan presented the IT budget objectives, including the new ERP system, a new media and marketing position, Opa-locka TV implementation, IT infrastructure upgrades, and continued citywide camera installation. He stated Opa-locka TV would cost approximately \$470 per month.

Commissioner Bass asked about cybersecurity investment. Mr. Anathan confirmed funding was included. Mr. Walker stated a recent penetration test had been completed and they were addressing all identified vulnerabilities.

Commissioner Bass asked about infrastructure and backup improvements. Mr. Walker explained outdated equipment needed replacement and the city was implementing a 1-2-3 backup system with onsite, offsite, and cloud storage. Commissioner Bass confirmed the department's needs were included in the current and next year's budget. Mr. Walker clarified efforts were focused on protecting city data and systems.

Mr. Anathan presented the CIP budget, noting a \$21 million investment across FY 25 and FY 26, funded by \$10.2 million in city funds, \$7.4 million in ARPA funds, and \$3.6 million in grants. He warned that surplus fund balance used in prior years was nearly depleted, and future CIP projects would require increased revenue, reduced operating costs, or fewer capital projects.

Mayor Taylor emphasized maintaining reserves and encouraged leveraging the city's new lobbyist to pursue state and federal funding. Commissioner Bass stressed the need for a more aggressive grant strategy, especially for technology upgrades. City Manager Lawson confirmed efforts were underway to pursue external funding.

CIP Manager Adelina Gross outlined upcoming projects, including completion of ARPA-funded efforts including Burlington Canal Phase III, Pump Stations 4, 9, and 16, and sidewalk repairs. She noted \$500,000 from USDA would fund tree planting and irrigation. Additional

updates included ADA upgrades, street resurfacing, and coordination with FDOT and SFRTA on railroad crossings.

Commissioners raised concerns about residential areas being overlooked in favor of industrial zones. Commissioner Santiago highlighted flooding on 151st Street and urged joint action with Miami Gardens. Ms. Gross confirmed the Nile Gardens project would address residential needs. Interim City Manager Lawson said the city was pursuing a special taxing district and enforcement unit to address truck damage.

Commissioner Bass asked for updates on pedestrian crossings, Artscape murals, and smart drainage covers. Staff confirmed active cleanup efforts and plans for new technology. Commissioners called for stronger enforcement against truck idling in neighborhoods and urged staff to explore additional revenue sources to sustain infrastructure investment.

Mr. Anathan reviewed the Public Works budget.

Commissioner Bass asked for clarification on the staffing change in Public Works. Mr. Anathan explained the city would not hire an in-house engineer but would instead contract for engineering services as needed, reflected in a \$150,000 allocation under professional services.

Mr. Anathan noted that Public Works' objectives included cost-justifying new vehicles and implementing a stronger safety program. For Streets and Sidewalks, \$99,000 was budgeted for blacktop and concrete to address tripping hazards and roadway patching.

Mayor Taylor asked about progress on streetlight assessments. Ms. Gross stated the city completed the assessment and submitted dark areas to FPL, which was reviewing possible upgrades. Mr. Carney added that FPL recently requested a meeting with the City Manager to discuss taking over ownership and upgrades of certain city-owned lights. Staff confirmed they were waiting for a follow-up and would ask if FPL would also assume responsibility for electricity costs and provide a timeline for underground wiring improvements.

Mr. Anathan presented the Fleet Maintenance budget, emphasizing a robust maintenance program, improved vehicle repair turnaround, and no vehicle replacements without thorough analysis. He explained that major expenses included non-accident repairs, fuel costs, and accident-related repairs. While most accident costs were covered by insurance, the city paid a \$1,000 deductible per incident.

Commissioner Santiago asked which insurance provider the city used. Mr. Anathan explained the city was insured through the Florida Municipal Insurance Trust (FMIT), a program under the Florida League of Cities. It was asked whether alternative insurance providers had been considered. Mr. Anathan stated that while the city planned to seek competitive bids, it would not occur until next spring due to delays in finalizing the agent of record.

Mr. Anathan presented the Water-Sewer budget, noting a \$1.9 million savings due to final county debt payments and a one-time settlement. He explained the city aimed to take over billing and collections from the county by FY 27, though it was not yet budgeted.

Commissioner Bass raised concerns about faulty water meters causing high bills. Interim City Manager Lawson and Mr. Austin confirmed widespread issues, including leaks and dead batteries, and stated the city had begun its own meter assessments. Lawson noted some vandalism but emphasized not all failures were due to tampering.

Commissioner Santiago questioned the city's responsibilities versus the county's and urged careful planning. Lawson confirmed the city was evaluating both in-house and private options, with a full recommendation to come. Mr. Anathan added the city must also prepare to take over wastewater services and reduce infiltration costs.

Mr. Anathan presented the Wastewater budget, noting the city must eventually take over operations from the county. He explained the county's wastewater processing rate would increase by 19.1% in the next fiscal year, resulting in a nearly \$600,000 cost increase for the city.

Mayor Taylor asked for clarification on the rate increase and whether it was unique to Opa-locka. Mr. Anathan confirmed the increase applied countywide and attributed it to rising infrastructure costs and sea level impacts.

Commissioner Santiago raised concerns about the benefits of lowering the city's property tax rate when county taxes continued to rise. Mayor Taylor explained the city was reducing its millage rate to provide some relief, acknowledging that rising property values contributed to higher tax bills. Mr. Anathan added that the county's wastewater system required major upgrades, which likely drove the significant increase.

7. DISCUSSION:

8. NEXT STEPS:

9. ADJOURNMENT:

There being no further business to come before the City Commission, the meeting was adjourned at 2:29 PM.

John H. Taylor, Jr.
Mayor

Attest:

Joanna Flores
City Clerk

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

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

REGULAR COMMISSION MEETING
Wednesday, July 23, 2025
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 6:00 PM on Wednesday, July 23, 2025, at the Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

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

3. INVOCATION:

The invocation was delivered by Interim Chief of Police Dr. Robin Starks.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Mayor Taylor and recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Item 5 was heard immediately following Item 8.

Mayor Taylor presented a commendation to Calvin Russell, a multi-sport student-athlete from the City of Opa-locka, recognizing his accomplishments in football, basketball, and track. Mayor Taylor highlighted Mr. Russell’s dedication, discipline, and recent success in track and field, including winning two gold medals at the AAU Club Championships. He praised Mr. Russell for positively representing the City at the national level and serving as a role model for other youth.

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

Commissioner Santiago requested to pull item 13-3, 13-11, and 13-13.

Vice Mayor Kelley requested to pull item 13-2.

It was moved by Commissioner Bass, seconded by Commissioner Santiago, to approve the Consent Agenda.

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

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

7. APPROVAL OF AGENDA:

City Clerk Flores noted an add-on item, which would be included as item 14-1. Interim City Manager Lawson stated the emergency nature of the item. City Clerk Flores read the item into the record.

14-1: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK MIAMI-DADE COUNTY REQUEST TO QUALIFY (RTQ) NO. 02029 WITH COCOA TREE SERVICE CORP. FOR TREE MAINTENANCE IN THE DOWNTOWN AREA OF THE CITY IN AN AMOUNT NOT TO EXCEED \$49,500; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.
Sponsored by Interim City Manager

It was moved by Commissioner Santiago, seconded by Commissioner Ervin, to amend the agenda to include the item.

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

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

It was moved by Commissioner Ervin, seconded by Commissioner Santiago, to approve the agenda.

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

Commissioner Ervin Yes
Vice Mayor Kelley Yes

Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes - July 9, 2025

It was moved by Commissioner Bass, seconded by Commissioner Ervin, to approve the July 9, 2025 Regular Commission Meeting Minutes.

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

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

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

Mr. Oliver Telusma, Senior Policy and Legislative Strategist for Commissioner Marleine Bastien, provided updates on housing, infrastructure, and community support initiatives. He reported on a five-year housing plan, a \$2.9 million eviction diversion program, and \$2.6 million for extended-stay shelter beds with wraparound services. He also noted a \$5 million grant from the Bezos Day One Family Foundation to address homelessness.

Infrastructure investments included \$48 million for Pump Station 300 and additional funding for street improvements. Mr. Telusma emphasized Commissioner Bastien's focus on community-centered development, highlighting a 755-unit housing project with job training and senior housing. He also discussed efforts to support small businesses through CRA partnerships.

Mr. Telusma announced back-to-school events the following weekend at Oak Grove and Gwen Cherry Parks.

Commissioner Santiago thanked Commissioner Bastien for sending a representative and expressed interest in ongoing collaboration. Mr. Telusma confirmed he would return with future updates.

Vice Mayor Kelley also thanked Mr. Telusma and requested continued updates, especially regarding Temporary Protected Status (TPS) efforts.

10. PUBLIC PRESENTATIONS:

Osmani Pelaez, Owner Blue Fury Sports Complex
Ref: Parks & Recreation

Ms. Osmani Pelaez, owner of Blue Fury Sports Complex, presented a proposal titled *Move a Minute* to revitalize and activate Opa-locka's parks as vibrant, inclusive community hubs. He described the plan as a long-term, four-phase strategy focused on accessibility, programming, infrastructure, and community partnership. Mr. Pelaez proposed reactivating Sherbondy Park first, followed by expansion to Ingram Park. Key components included reopening the pool, extending PAS hours, offering new indoor and outdoor sports programs, and launching family-oriented events such as "Family Flow Sundays." He emphasized his facility's readiness to collaborate with the city and cited his experience managing the Hialeah City Football Club and operating the 40,000 square-foot Blue Fury Sports Complex, which features soccer, pickleball, volleyball, basketball, therapy services, and fitness spaces.

Mayor Taylor welcomed Mr. Pelaez to the city and noted that Opa-locka's parks are currently open and programmed through the Parks Director. Mayor Taylor clarified that the presentation was informational and not tied to any outsourcing arrangement.

Commissioner Bass encouraged commissioners to visit the Blue Fury Sports Complex, describing her own experience at the facility as vibrant and well-managed, with inclusive programming for children of all abilities. She praised the atmosphere and recommended a field trip for the Commission.

Commissioner Santiago thanked Mr. Pelaez for the ideas and stated his support for improvements to parks and quality of life in Opa-locka. He inquired whether the proposal would require city funding and encouraged Mr. Pelaez to provide a more detailed breakdown of plans and partnerships. Mr. Pelaez responded that his organization was willing to invest directly into the parks and that proposed programming would include private clubs while maintaining access for the general public. Commissioner Santiago emphasized that parks belong to the residents and that community access and equity must remain a priority.

Mayor Taylor closed the discussion by thanking Mr. Pelaez for his presentation and instructed him to coordinate with Parks Director Sonia and Interim City Manager Lawson for further discussion.

11. CITIZENS' FORUM:

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

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

Mayor Taylor opened the Citizens' Forum.

Brian Dennis, 2140 York Street, expressed support for the appointment of Interim City Manager Lawson to the permanent position and commended her leadership.

Audrey Dominguez, 1147 Jann Avenue, also voiced support for the work of Interim City Manager Lawson and stated that the positive changes throughout the city reflect her leadership. Ms. Dominguez asked for clarification regarding language in the resolution appointing the City Manager. She noted a discrepancy between a clause allowing the creation of a five-member search committee and another clause stating a search was not necessary due to the Commission's familiarity with Interim City Manager Lawson.

Mayor Taylor responded that the City Commission had the authority to either appoint a City Manager directly or conduct a search and that the resolution sponsor chose direct appointment. City Attorney Norris-Weeks confirmed the City Commission acted within its legal authority.

Commissioner Santiago reaffirmed that the City Commission passed a resolution authorizing direct appointments for Charter Officers and explained that he nominated Interim City Manager Lawson based on her qualifications, experience, and dedication to the city over the past 25 years. He noted the significant progress made during her time as Interim City Manager and stated the appointment would save time and money.

Mayor Taylor confirmed the resolution had already passed and congratulated Ms. Lawson on her official appointment to City Manager.

Mayor Taylor closed the Citizens' Forum.

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

- 1. [13-2] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED BUDGET FOR THE CITY OF OPALOCKA, FLORIDA AS REQUIRED BY THE STATE AND LOCAL AGREEMENT OF COOPERATION BETWEEN THE FLORIDA GOVERNOR AND THE CITY OF OPA-LOCKA, FOR FISCAL YEAR 2025-2026; ESTABLISHING REQUIREMENTS FOR THE APPROVAL OF THE CITY BUDGET ON OR BEFORE AUGUST 1ST AND FORWARDING TO THE GOVERNOR THE PROPOSED ANNUAL BUDGET OF THE CITY AS PRELIMINARILY APPROVED BY THE CITY COMMISSION FOR FISCAL YEAR 2025-2026; AND DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION AND APPROVED PROPOSED BUDGET TO THE GOVERNOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

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

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

City Manager Lawson introduced the resolution required to submit the proposed budget to the state by the August 1 deadline.

Vice Mayor Kelley, who pulled the item and initiated discussion on special events. Vice Mayor Kelley acknowledged the state requirement and praised the Commission's prior accomplishment of lowering the millage rate. He emphasized the need to review the \$400,000 allocated for events, particularly high-cost items such as Arabian Nights and the City's birthday celebration and requested that the City Commission consider reducing the total event expenditure.

Mayor Taylor agreed with Vice Mayor Kelley, referencing a prior workshop request to categorize events into national holidays, commission initiatives, and city-sponsored events. He asked staff to define each category.

Budget Administrator Bob Anathan presented a special events cost breakdown and distributed a document showing third-party event costs, staff regular time, and staff overtime. He explained the structure, showing three categories: city events, commission initiatives, and national holidays, including both full city-closure events and lower-level recognitions.

Vice Mayor Kelley reiterated the need to restructure events to minimize staffing costs. He recommended prioritizing the use of reserve officers and command staff for security and scheduling events within regular park operating hours to avoid overtime. He acknowledged that although many events were meaningful, costs needed to be managed with discipline, particularly in light of the city's financial emergency status.

Mayor Taylor confirmed the City Commission's shared interest in reducing staffing costs and stated that planning discussions with individual commissioners would occur during event development. City Manager Lawson confirmed she had already discussed reducing Beautification staff assignments at events with department heads. Commissioners and staff agreed to coordinate events during standard working hours whenever possible, using volunteers and top brass to minimize overtime.

Vice Mayor Kelley reiterated the need for planning staff costs during each event's development phase and expressed concern about underestimating future overtime expenses.

Mayor Taylor clarified the planning process would address staffing.

The City Commission proceeded line by line through the events list to modify proposed costs:

- Baby Shower: Reduced from \$2,100 to \$1,800 at Commissioner Bass' request.
- Fishing Tournament: Removed by Vice Mayor Kelley.
- Bright Homes of the Month: Reassigned to the Social Services Department.
- Chess and Dominoes: Maintained at \$2,000.
- Community Cleanup: Removed.
- Gun Buyback Program: Reduced from \$5,000 to \$1,500.
- Health and Resource Fair: Removed.

- Karaoke: Maintained at \$10,000 pending staff review of cost-saving alternatives.
- Mayor’s Business Luncheon: Maintained at \$1,000.
- Meet Me Monday: Removed by Vice Mayor Kelley.
- Bingo: Maintained at \$22,000 for 11 months; discussed potential use of volunteers to reduce staffing cost.
- National Holidays:
 - Christmas Toy Celebration maintained at \$6,000.
 - Easter maintained at \$2,500 based on prior year spending.
 - Fourth of July reduced from \$30,000 to \$25,000.
 - Juneteenth reduced from \$5,500 to \$5,000.
 - Memorial Day Pool Party reduced to \$850.
 - Miami-Dade Parade removed.
 - MLK Walk maintained at \$3,000.
 - Thanksgiving Turkey Giveaway maintained at \$3,600 with commitment to seek donations.
 - Veterans Day maintained.
 - Black History Month increased from \$1,500 to \$2,500 following discussion led by Vice Mayor Kelley and support from Commissioner Santiago.
 - Breast Cancer Month reduced to \$1,000.
 - Congo Loca reduced to \$2,500.
 - Hispanic Heritage Month reduced to \$2,500.
 - Earth Day maintained at \$1,000 with plans to seek nonprofit support.
 - Haitian Heritage increased from \$500 to \$1,000.
 - Halloween eliminated.
 - National Day of Prayer maintained at \$1,500.
 - Women’s History Month reduced to \$2,500.
 - Labor Day (added by Commissioner Santiago): Added at \$3,000.

Mr. Anathan confirmed that the adjusted budget reduced total special events expenditures from \$124,400 to \$102,650, saving approximately \$22,000. He recommended the savings be placed in contingency.

Mayor Taylor confirmed this would not change the overall budget total.

City Attorney Norris-Weeks advised the City Commission on an amendment to the motion.

It was moved by Commissioner Bass, seconded by Commissioner Ervin, to amend the motion to authorize staff to revise the resolution accordingly based on the discussion.

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

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

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

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

2. **[13-3] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI INVITATION FOR BID IFB #1115382 WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING SERVICES; APPROVING EXECUTION OF THE AGREEMENT, ATTACHED HERETO AS EXHIBIT "A", FOR PAVEMENT RESURFACING OF ALI BABA AVENUE, BETWEEN NW 22ND AVE AND NW 27TH AVENUE, WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-EIGHT THOUSAND, SEVEN HUNDRED DOLLARS (\$278,700.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

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

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

City Manager Lawson stated that the city initiated the milling and resurfacing project to restore streets identified as needing improvement. Staff divided the project into phases based on prioritization needs. A scope of services was developed for the milling and resurfacing of Alibaba Avenue between 22nd Avenue and 27th Avenue. A proposal in the amount of \$278,700 was received for this scope. The project is expected to enhance and improve driving conditions along this section of Alibaba Avenue. Ms. Adelina Gross, CIP Manager, was available to answer any questions.

Commissioner Santiago raised concerns about the \$278,700 cost for milling and resurfacing Alibaba Avenue between 22nd and 27th Avenue. He noted that upcoming infrastructure projects in that area may require future excavation, which could result in duplicative spending. He asked if there were any plans to dig in the area again and whether the funds were coming from the general fund. Ms. Gross clarified that the project was funded through CIP funds, which are transportation-related grants that must be used by the end of the fiscal year. She confirmed that there were no current plans to perform additional underground work in the project area.

Vice Mayor Kelley supported the resurfacing but expressed frustration that drainage issues were not being addressed. He noted Alibaba Avenue's heavy truck traffic shortens pavement lifespan and emphasized the need to enforce truck regulations to protect the investment. He called for better oversight of truck parking, oil spills, and illegal drop-offs.

Commissioner Santiago added that recent flooding near the former police station highlighted ongoing drainage concerns and urged the city to address the issue before paving. Staff confirmed the area is included in the stormwater maintenance plan.

Mayor Taylor asked City Manager Lawson to ensure the flooding is mitigated and a report brought back to the commission. He noted the situation reinforces the need for the proposed heavy truck tax and requested the related legislation and commercial unit discussion be expedited in September.

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

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

3. **[13-11] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO EXPLORE AN ONSTREET PAID PARKING AND PERMIT PROGRAM, AS RECOMMENDED BY THE FEASIBILITY STUDY CONDUCTED BY SP PLUS CORPORATION D/B/A SP+ CONSULTING SERVICES ("SP PLUS"); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

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

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

Vice Mayor Kelley introduced a resolution directing the City Manager to review a completed parking study and return with recommendations for on-street, off-street, and residential permit parking.

Commissioner Santiago supported the idea but stressed the need to avoid negatively impacting residential areas.

Vice Mayor Kelley confirmed all recommendations would return to the City Commission for approval.

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

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

3. **[13-13] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO DEVELOP A FORECLOSURE PROCESS FOR CERTAIN PROPERTIES WITH SIGNIFICANT CODE ENFORCEMENT LIENS, WHEN IN THE BEST INTERESTS OF THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***

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

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

Vice Mayor Kelley explained that the resolution addresses properties with significant code enforcement liens, in some cases exceeding the value of the property. He stated the intent is to begin developing a foreclosure process for blighted properties that have been neglected, with fines continuing to accumulate. Many owners, he noted, are not residents but investors looking to flip homes for profit, leaving neighborhoods with unsightly, unmaintained lots. The resolution directs the City Manager to identify these properties, conduct the necessary lien and title searches, and return with a prioritized list and process for commission approval.

Commissioner Santiago raised concerns about the cost of hiring outside companies to assist with the foreclosure process for properties with outstanding code enforcement liens. He questioned whether the city's legal department could handle foreclosures internally and emphasized the need to work with property owners to resolve outstanding fines before pursuing legal action. City Manager Lawson and City Attorney Norris-Weeks clarified that while the legal department handles foreclosures, outside services such as title searches, surveys, and appraisals may still be necessary. They explained the resolution only directs the City Manager to develop a process, and any foreclosures would return to the commission for approval.

Vice Mayor Kelley stressed the need to act on long-neglected properties with mounting fines, especially those not maintained by absentee owners. He clarified the resolution does not target abandoned properties specifically but rather those where foreclosure is in the city's best interest. He reiterated that any foreclosure would follow a case-by-case review and require commission approval.

Mayor Taylor and other Commissioners agreed with the need for action and emphasized the importance of flexibility, fairness, and bringing all cases back to the commission for a final decision.

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

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

13. ADMINISTRATION:

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED MILLAGE RATE OF 8.9797 MILLS FOR COMPUTATION OF AD VALOREM TAXES FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY LAW FOR THE BUDGET FOR FISCAL YEAR 2025-2026; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND PROPOSED BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED BUDGET FOR THE CITY OF OPALOCKA, FLORIDA AS REQUIRED BY THE STATE AND LOCAL AGREEMENT OF COOPERATION BETWEEN THE FLORIDA GOVERNOR AND THE CITY OF OPA-LOCKA, FOR FISCAL YEAR 2025-2026; ESTABLISHING REQUIREMENTS FOR THE APPROVAL OF THE CITY BUDGET ON OR BEFORE AUGUST 1ST AND FORWARDING TO THE GOVERNOR THE PROPOSED ANNUAL BUDGET OF THE CITY AS PRELIMINARILY APPROVED BY THE CITY COMMISSION FOR FISCAL YEAR 2025-2026; AND DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION AND APPROVED PROPOSED BUDGET TO THE GOVERNOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

Item was pulled for discussion.
- 3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI INVITATION FOR BID IFB #1115382 WITH H&R PAVING, INC.**

FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING SERVICES; APPROVING EXECUTION OF THE AGREEMENT, ATTACHED HERETO AS EXHIBIT “A”, FOR PAVEMENT RESURFACING OF ALI BABA AVENUE, BETWEEN NW 22ND AVE AND NW 27TH AVENUE, WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-EIGHT THOUSAND, SEVEN HUNDRED DOLLARS (\$278,700.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

Item was pulled for discussion.

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMIDADE COUNTY REQUEST FOR PRICE QUOTATION (RPQ) #20240063-R WITH QUALITY PAVING CORP. FOR QUALIFIED PROFESSIONAL SERVICES FOR DRAINAGE IMPROVEMENTS OF MULTIPLE SITES; APPROVING EXECUTION OF THE AGREEMENT, ATTACHED HERETO AS EXHIBIT “A”, FOR THE EXCAVATION, INSTALLATION AND CONNECTION OF ADDITIONAL DRAINAGE INFRASTRUCTURE AT NW 133RD STREET, WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED NINETY-FOUR THOUSAND, TWENTY-THREE DOLLARS AND NINETEEN CENTS (\$94,023.19); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIAL TO SUBMIT A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE (USDOJ) FOR THE FY 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM, AS ADMINISTERED BY THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) FOR LAW ENFORCEMENT COMMUNITY ENGAGEMENT AND TRAFFIC ENFORCEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO SUBMIT A LETTER OF SUPPORT AND AGREE TO THE TERMS AND REPORTING REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ALERT TODAY FLORIDA'S HIGH VISIBILITY ENFORCEMENT (HVE) FOR PEDESTRIAN AND BICYCLE SAFETY PROGRAM, THROUGH THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT (IPTM)) AT THE UNIVERSITY OF NORTH FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND EXECUTE A STATEWIDE MUTUAL AID AGREEMENT (SMAA) BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM), IN THE FORM ATTACHED HERETO AS EXHIBIT “A”, FOR EMERGENCY SERVICES AND RESOURCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REJECTING MIAMI DADE COUNTY'S REQUEST TO RELEASE WATER SUPPLY SERVICES PROVIDED TO THE AMELIA EARHART PARK RECREATION CENTER; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Commission*
9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING THE CITYWIDE STRATEGIC PLAN CURATED BY THE WHITEHOUSE GROUP, INC.; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Commission*
10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CANCELLATION OF THE CITY'S REGULAR SCHEDULED CITY COMMISSION MEETINGS SET FOR AUGUST 13, 2025 AND AUGUST 27, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*
11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO EXPLORE AN ONSTREET PAID PARKING AND PERMIT PROGRAM, AS RECOMMENDED BY THE FEASIBILITY STUDY CONDUCTED BY SP PLUS CORPORATION D/B/A SP+ CONSULTING SERVICES (“SP PLUS”); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*
12. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO EXPLORE A STREET SWEEPING ORDINANCE, AS RECOMMENDED WITHIN THE FEASIBILITY STUDY CONDUCTED BY SP PLUS CORPORATION D/B/A SP+ CONSULTING SERVICES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

13. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO DEVELOP A FORECLOSURE PROCESS FOR CERTAIN PROPERTIES WITH SIGNIFICANT CODE ENFORCEMENT LIENS, WHEN IN THE BEST INTERESTS OF THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*
14. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SELECTING SHA'MECCA LAWSON AS THE PERMANENT CITY MANAGER, SUBJECT TO A NEGOTIATED EMPLOYMENT AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago*

14. **NEW ITEMS:**

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK MIAMI-DADE COUNTY REQUEST TO QUALIFY (RTQ) NO. 02029 WITH COCOA TREE SERVICE CORP. FOR TREE MAINTENANCE IN THE DOWNTOWN AREA OF THE CITY IN AN AMOUNT NOT TO EXCEED \$49,500; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

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

It was moved by Vice Mayor Kelley, seconded by Commissioner Ervin, to discuss Agenda Item 14-1.

Vice Mayor Kelley explained that the resolution addresses properties with significant code enforcement liens, in some cases exceeding the value of the property. He stated the intent is to begin developing a foreclosure process for blighted properties that have been neglected, with fines continuing to accumulate. Many owners, he noted, are not residents but investors looking to flip homes for profit, leaving neighborhoods with unsightly, unmaintained lots. The resolution directs the City Manager to identify these properties, conduct the necessary lien and title searches, and return with a prioritized list and process for commission approval.

City Manager Lawson stated that legislation was previously approved to accept \$49,500 in grant funding from the Florida Department of Agriculture and Consumer Services Division of Administration for tree maintenance. The purpose of the project is to reduce risk and improve the health and longevity of public trees. Staff identified a Miami-Dade County piggyback agreement with Cocoa Tree Service Corp. to perform the work. Upon approval, the contractor will prepare a tree maintenance plan and begin the project, with all work expected to be completed by August 31, 2025. Ms. Gross was available to answer any questions.

Ms. Gross stated that the tree maintenance plan will now be developed. As part of the plan, services including trimming, pruning, restaking, removal, or any other necessary maintenance for trees in the downtown area will be completed before August 31, 2025. She clarified that the project does not include planting new trees.

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

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

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC d/b/a SOUTH FLORIDA SCHOOL OF EXCELLENCE TO OCCUPY RENTAL SPACE AT 780 FISHERMAN STREET (SUITE 335); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVNER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

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

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

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

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

Mayor Taylor stated he was glad the City Manager addressed security concerns, as the former police department space is no longer occupied. City Manager Lawson confirmed with Mr. Carney that building maintenance staff would ensure all unoccupied doors are locked and checked regularly. He clarified the students would return to the space they previously used, not the reception area.

Commissioner Santiago asked whether locking doors would affect emergency exits. City Manager Lawson clarified that only offices and chambers no longer in use would be locked, and all emergency exits and stairwells would remain accessible. Commissioner Santiago emphasized the need for student safety and confirmed that stairwell access would not be compromised.

Vice Mayor Kelley raised concerns about student drop-off and pick-up, especially vehicles left unattended during late arrivals. He also asked whether the added space was intended for school expansion. City Manager Lawson confirmed it was not for expansion but to provide relief for counselors and reduce class size from the previous year.

City Manager Lawson confirmed the lease would run from August 2025 to July 2027 and would need to be renewed upon expiration.

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

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

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 3 OF THE CITY OF OPALOCKA CODE OF ORDINANCES ENTITLED “PLANNING AND ZONING BOARD”, SPECIFICALLY SECTION 2-497 (i-ii); ENTITLED “CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS RECORDS” TO REDUCE BOARD MEMBERSHIP FROM SEVEN MEMBERS TO FIVE MEMBERS TO COINCIDE WITH THE TERM OF OFFICE FOR CITY COMMISSIONERS; PROVIDING FOR TWO ALTERNATE MEMBERS TO BE RECOMMENDED BY THE CITY MANAGER AND APPROVED BY THE CITY COMMISSION FOR A TWO YEAR TERM; REDUCING THE REQUIREMENT FOR CITY RESIDENTS TO SERVE FROM FOUR RESIDENTS TO THREE**

RESIDENTS; AMENDING CHAPTER 22, ARTICLE II, SECTION 22- 34 OF THE CITY OF OPA-LOCKA’S LAND DEVELOPMENT REGULATIONS ENTITLED “PLANNING AND ZONING BOARD” TO PROVIDE FOR TWO ALTERNATE MEMBERS TO BE APPOINTED BY THE CITY COMMISSION FOR A TWO YEAR TERM; CLARIFYING THAT ALTERNATE MEMBERS SHALL REPLACE A REGULAR MEMBER WHEN A REGULAR MEMBER IS UNAVAILABLE TO ATTEND A MEETING; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on July 9, 2025).

Sponsored by Interim City Manager

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

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

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

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

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

Commissioner Ervin Yes

Vice Mayor Kelley Yes

Commissioner Santiago Yes

Commissioner Bass Yes

Mayor Taylor Yes

- 2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 13, ENTITLED “HISTORIC ENVIRONMENTAL PRESERVATION BOARD”; SPECIFICALLY SECTION 2- 570.81 ENTITLED “CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS; RECORDS” TO REDUCE THE BOARD MEMBERSHIP FROM SEVEN MEMBERS TO FIVE MEMBERS; CLARIFYING THAT ALTERNATE MEMBERS SHALL REPLACE A REGULAR MEMBER WHEN A REGULAR MEMBER IS UNAVAILABLE TO ATTEND A MEETING; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING THAT THREE (3) OF THE MEMBERS BE OPA-LOCKA CITY RESIDENTS WITH THE TWO (2) REMAINING MEMBERS BEING PROFESSIONALS IN CERTAIN SPECIFIED FIELDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE;**

RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on July 9, 2025).
Sponsored by Interim City Manager

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

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

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

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

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

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

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

City Manager Lawson thanked the Mayor and Commission for selecting her to serve as City Manager, expressing appreciation for their trust and a commitment to continued collaboration in serving the community. She reported that Phase 2 of the Burlington Street canal restoration, including new sidewalk installation, had been completed. Construction on Fisherman Street was approximately 85% complete, and the basketball courts at Sherbondy Village had been milled, with asphalt installation as the next step. The Sherbondy Playground project was complete, and a ribbon-cutting ceremony would be scheduled in coordination with the City Clerk's office.

She announced that the Summer Youth Employment Initiative Luncheon would be held next Thursday at 12:00 PM and invited the Commission to attend. She also noted that the Finance Director and department heads continued to meet with Tyler Technologies to improve internal software systems, acknowledging the process would take time but affirming the city's commitment. She concluded by stating a written report had been submitted to the Commission and welcomed any questions.

Commissioner Bass congratulated City Manager Lawson on her appointment and stated she looked forward to working together. She referenced the last bullet point in the manager's report, which listed locations with police presence. She asked why the apartment complex across from Cordova Court on 22nd Avenue was not included, noting she had observed police activity there due to ongoing issues between the two complexes.

Chief Starks responded that investigators had been present and highly visible at both Cordova Court and the apartment complex across the street due to reported concerns. She stated that officers had made multiple arrests and continued to maintain a strong presence, which had significantly reduced conflict in the area. She added that continued visibility and increased personnel were planned to sustain safety efforts.

Commissioner Santiago congratulated City Manager Lawson and raised concerns about the broken air conditioning at Sherbondy Park's basketball pavilion and a non-functioning pool pump, which he said posed a safety risk. City Manager Lawson explained the pump was damaged by lightning and is awaiting replacement.

Commissioner Santiago also requested updates on two pending items: amendments related to signage and RV regulations. City Manager Lawson stated a workshop would be scheduled for the RV item, and work on signage is underway. Commissioner Santiago emphasized the importance of enforcement and requested both items be addressed by September.

Commissioner Bass asked for clarification on the current status of the air conditioning at the gym. City Manager Lawson responded that although the unit had been repaired about a month ago, it went out again and technicians had been working on it throughout the week. She had not yet received an update but would follow up with Mr. Carney and Ms. Ray. Commissioner Bass asked if a full replacement might be needed, and the City Manager stated that possibility would be evaluated, and the issue would be resolved.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

Commissioner Ervin thanked District 2 representatives for attending the meeting and shared that she attended the funeral of Dr. David Kramer, who served the Opa-locka community for 65 years, asking for prayers for his family. She also reported that Ms. Lily Odom, mother of Chief Case, had been admitted to the hospital and asked for continued prayers. She thanked staff for the quick repair of the pool pump at Sherbondy Park, noting minimal disruption in use. Lastly, she raised a traffic concern at 22nd Avenue and Alibaba, describing unsafe turns during peak hours and urging increased enforcement in the area.

Vice Mayor Kelley offered prayers for City Manager Lawson and thanked staff for supporting recent events, including bingo, Feeding South Florida, and the Family Fishing Tournament. He announced the final CERT training, upcoming "Meet Me Monday" on August 11, and

spades and 3-on-3 basketball tournaments. He noted August's food distribution would be the last this fiscal year and planned to discuss future funding. He thanked Finance Director Hampton for budget work and looked forward to an audit update.

Commissioner Santiago invited the community to join him and Commissioner Bass for chess and dominoes on Saturday, August 2 at 12:00 PM, part of a recurring event held the first Saturday of each month. He also announced a Labor Day Community Picnic and Car Show at Ingram Park on Saturday, August 31, which he is hosting at no cost to the city. Commissioner Santiago shared plans to collaborate with the City Manager on new initiatives and resolutions to improve city operations and services. He closed by thanking the City Manager and City Clerk for their professionalism and the respect shown to him as an elected official.

Commissioner Bass announced that the etiquette class hosted with Queens Academy has been rescheduled for August 16 at 2:00 PM and will now be open to the public. She invited the City Manager's staff to attend and emphasized the importance of everyday etiquette skills for both women and men. An updated flyer will be shared.

Mayor Taylor thanked everyone who supported the Mayor's Back-to-School Clinic, which provided vaccines and physicals for uninsured children. He reminded the community that the National Night Out and book bag giveaway will take place on August 12 at 5:00 PM at the pavilion. He also announced the relaunch of the Explorers program, with an interest meeting scheduled for July 31 at 6:00 PM at the police department. Mayor Taylor requested coordination for the August special meeting and asked the City Manager to poll the commission to schedule it early.

Finance Director Niema Gantt reported that the fiscal year 2024 audits for the City of Opa-locka and the Opa-locka Community Redevelopment Agency are on track to be issued next Thursday, July 31. She noted this will be the first time in a year that the audits are completed on time.

Mayor Taylor congratulated City Manager Lawson and said he looked forward to working with her in her new role. He praised her dedication and joked that she and Joanna had been with the city since they were a year old. Mayor Taylor commended her for accomplishing things in a short time that others said couldn't be done and expressed confidence in her leadership.

20. OFFICIAL BOARD APPOINTMENTS:

There were none.

21. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Ervin, seconded by Commissioner Santiago to adjourn the meeting at 9:12 PM.

John H. Taylor, Jr.
Mayor

Attest:

Joanna Flores
City Clerk

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

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

SUNSHINE MEETING
Monday, August 25, 2025
4:00 PM

1. WELCOME AND INTRODUCTIONS:

Mayor John H. Taylor, Jr. called the sunshine meeting to order at 4:00 PM on Monday, August 25, 2025, at the Opa-locka Government Center, City Clerk’s Conference Room, 780 Fisherman Street, Opa-locka, Florida.

The following members of the City Commission were present: Mayor John H. Taylor, Jr.; Commissioner Luis B. Santiago. Also in attendance were City Manager Sha'mecca Lawson; and City Clerk Joanna Flores.

2. DISCUSSION AND OVERVIEW:

a. Discuss Conga Loca

Mayor Taylor opened discussion on the Congo Loca street festival. He explained the event had originally been held as a large concert in the past, but budget limits forced the city to reduce the scale to a smaller festival format. Last year’s event was canceled due to a hurricane, so he suggested repeating the same plan this year with food, music, and vendors. He proposed October 18 as a tentative date and noted that holding the festival by City Hall would make permitting easier and create a safer, centralized environment.

Commissioner Santiago supported the idea, adding that the event should highlight Hispanic Heritage Month. He believed the community expected the city to host the celebration and recommended working with professional event coordinators to manage logistics. He suggested sponsorships and donations could raise about \$20,000 to cover entertainment, tents, and other costs. Commissioner Santiago also emphasized that the festival should start later in the day, with live performances in the evening to attract larger crowds, and he offered to co-sponsor the resolution with Mayor Taylor.

City Clerk Flores expressed concern about the short planning timeline and the cost of producing the event in just six weeks. She noted the city would need to identify sponsors quickly and secure in-kind donations to offset expenses, otherwise the budget would be stretched too thin.

City Manager Lawson explained procurement procedures for sponsorships and vendors. If sponsors paid vendors directly, the city could avoid going through the formal bid process. However, if money passed through the city, the normal procurement rules would apply. She stated they needed to ensure that any donations or sponsorships were properly documented to protect the city from compliance issues.

3. EVENT PLANNING ASSIGNMENTS:

It was agreed to set October 18, 2025, at 3:00 PM as the festival date, with food trucks, arts and crafts, domino tables, and a VIP tent, followed by evening entertainment. Mayor Taylor stressed the importance of creating a family-friendly environment while showcasing Opelocka's cultural pride. Commissioner Santiago reiterated the need for strong media partnerships and outreach to local businesses to bring in sponsorships.

A follow-up planning meeting would be scheduled to finalize sponsorship commitments, vendor agreements, and event logistics.

4. OPEN FLOOR FOR SUGGESTIONS AND IDEAS:

No additional suggestions and ideas were discussed.

5. CLOSING REMARKS:

No additional closing remarks.

6. ADJOURNMENT:

There being no further business, the sunshine meeting was adjourned at 4:35 p.m.

John H. Taylor, Jr.
Mayor

Attest:

Joanna Flores
City Clerk

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

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

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

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 6:02 PM on Monday, August 25, 2025, at the Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Joseph L. Kelley; Commissioner Natasha L. Ervin; Commissioner Luis B. Santiago; and Mayor John H. Taylor, Jr. Also in attendance were: City Manager Sha'mecca Lawson; City Attorney Burnadette Norris-Weeks; City Clerk Joanna Flores; Assistant City Manager George Ellis; Assistant City Attorney Candace Cobb; and Assistant City Clerk Floralba Valdes-Wright. Commissioner Dr. Sherelean Bass was not in attendance.

3. INVOCATION:

The invocation was delivered by Vice Mayor Kelley.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Mayor Taylor and recited in unison.

5. PUBLIC INPUT:

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

Mayor Taylor opened Public Input. No one came forth to speak. Mayor Taylor closed Public Input.

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*

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Commissioner Santiago, seconded by Commissioner Ervin, to discuss Agenda Item 6-1.

City Manager Lawson reported the City's health and dental benefits were set to expire on September 30. With assistance from the City's agent of record, competitive renewal rates had been identified for medical, dental, vision, and AD&D benefits. City Manager Lawson requested authorization to enter into an agreement with Aetna and MetLife effective October 1, 2025, through September 30, 2026.

Vice Mayor Kelley asked about the transition of basic AD&D coverage from Lincoln to MetLife, including possible lapses and employee notification. City Manager Lawson stated there would be no lapse in service, coverage would roll over, and employees would be informed by email and through required open enrollment with hard copies provided. Vice Mayor Kelley stressed the importance of proper notification for all employees.

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

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

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*

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Commissioner Santiago, seconded by Commissioner Ervin, to discuss Agenda Item 6-2.

City Manager Lawson reported the annual financial report had been completed by the external auditing firm Marcum LLP. City Manager Lawson requested approval of the City's audited financial statements for the fiscal year ending September 30, 2024, and noted a representative from the firm was present to answer questions.

Mayor Taylor congratulated City Manager Lawson, the Finance Director, and Marcum LLP for completing the audit and noted it was the first time in many years the City was up to date. Mayor

Taylor thanked all involved and asked whether the audit had already been submitted or if the action before the Commission was a ratification.

Brandon Lopez, on behalf of CBIZ CPA, commended the efforts of City Manager Lawson, Finance Director Gant, and staff, noting their responsiveness and diligence allowed the City to receive an unmodified opinion. The representative emphasized this clean audit opinion was an important accomplishment and recognized it as the first time in many years the City was fully up to date on its audit.

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

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

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*

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Commissioner Santiago, seconded by Mayor Taylor, to discuss Agenda Item 6-3.

City Manager Lawson reported BBM Investments LLC, formerly BMI Investments LLC, received a code compliance citation on March 5, 2021, for failure to obtain a landlord tenant permit at 2920 NW 135 Street. Daily fines of \$250 began July 26, 2023, and by July 8, 2025, had accrued to more than \$270,000. Dix Asset Management, acting as prospective buyer and power of attorney, requested a reduction to \$10,000. City Manager Lawson recommended instead a 75% reduction, requiring payment of \$67,734.85, contingent upon correction of permitting issues on all BBM Investments LLC properties in Opa-locka.

Commissioner Ervin questioned how a \$250 citation had grown to more than \$270,000 and clarified the violation was for failure to obtain a landlord tenant permit. City Manager Lawson explained the recommended reduction of \$67,734.85 was contingent upon bringing six additional properties into compliance and noted the request came before the City Commission because no amnesty program existed. Commissioner Ervin stated disagreement with both the \$10,000 request and the \$67,734.85 recommendation.

Commissioner Santiago noted the violation involved only permits and not abandonment. He stated fines of \$250 per day had escalated excessively and often resulted in no revenue collected. He emphasized the need to create a process to work with property owners before fines reached

unsustainable levels. He expressed disagreement with both the \$10,000 request and the \$67,734.85 recommendation. He suggested consideration of a lower compromise to secure revenue for the City. City Manager Lawson stated authority to reduce fines rested with the City Commission and confirmed legislation to establish an amnesty program would return for consideration at the September 10 meeting.

Mayor Taylor stated agreement with Commissioner Santiago that the fines were excessive if the violation involved only permits. City Manager Lawson confirmed the violation was for failure to obtain landlord tenant permits over multiple years. Mayor Taylor asked about occupational licenses and whether they had been granted despite the missing permit.

Ms. Marilyn Bernard, Building License Manager, explained an occupational license was required only for properties with four or more units under one folio. She stated the property in question had individual folios for each unit, which the Miami-Dade Property Appraiser recognized as condominiums rather than a single apartment complex.

Mayor Taylor noted the property owner had proposed paying \$10,000 and City Manager Lawson had recommended \$67,734.85 under the 75 percent amnesty reduction formula. Mayor Taylor stated agreement with the 75 percent reduction as fair, provided the owner brought all properties into compliance by obtaining required landlord tenant permits.

Vice Mayor Kelley expressed strong opposition to reducing the fine. He stated the prospective buyer should have conducted due diligence and emphasized the landlord tenant permit was required under City law. He noted rent had been collected while the property was out of compliance and certified notice had been received in June 2022. He stated other residents faced strict enforcement for lesser violations and expressed no support for either the \$10,000 request or the \$67,734.85 recommendation.

Mayor Taylor clarified the request involved a prospective buyer acting as power of attorney rather than the property owner. Mayor Taylor retracted earlier comments and stated agreement with Vice Mayor Kelley's position opposing the reduction.

There being no additional discussion, the motion to approve the resolution failed by a 2-2 vote.

Commissioner Ervin Yes
Vice Mayor Kelley No
Commissioner Santiago Yes
Mayor Taylor No

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*

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Commissioner Santiago to discuss Agenda Item 6-4.

The item died due to lack of second.

- 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

The above resolution was read by Assistant City Attorney Cobb.

The item died due to lack of motion.

- 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

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Vice Mayor Kelley, seconded by Commissioner Ervin, to discuss Agenda Item 6-6.

City Manager Lawson reported the matter involved a settlement for City employee Mr. Abia. The case had been ordered to mediation by a judge. Both parties negotiated and reached a settlement agreement in the amount of \$50,000.

Commissioner Ervin asked for clarification on the lawsuit. Assistant City Attorney Cobb explained the case involved an alleged formation and breach of an employment contract, with the plaintiff claiming the City did not adhere to certain provisions regarding tenure. City Attorney Norris-Weeks stated the case was being handled by the Florida League of Cities and that mediation had occurred with the City Manager, resulting in the proposed \$50,000 settlement. Commissioner Ervin asked if the matter arose under previous management, and City Manager Lawson confirmed it had begun more than a year earlier.

Vice Mayor Kelley questioned the urgency of the settlement item and noted similar matters were typically discussed in a shade meeting. He stated concern about addressing potential breaches of contract and other provisions in a public setting and explained this was the reason the item was pulled for discussion. He expressed interest in additional clarity and suggested the City Commission might need to defer the item if further information was required.

Commissioner Santiago asked if the settlement had been ruled on by a judge. City Attorney Norris-Weeks explained it was reached through mediation and would be final only if approved by the Commission. She stated rejection would result in continued litigation and additional costs. Commissioner Santiago expressed concern about spending more money in court. City Attorney Norris-Weeks added the item could be deferred to a shade meeting, though delaying action might risk the settlement falling apart.

Discussion ensued.

Vice Mayor Kelley stated concern that the settlement item had been placed on the special meeting agenda rather than scheduled with a shade session before a regular meeting. He explained it would have been better to announce the item for September, hold a shade discussion, and then take action. He noted uncertainty about whether the other party would agree to a delay and acknowledged that rejection could send the case back to court.

City Manager Lawson requested the item be deferred until the September 10, 2025, City Commission meeting.

City Attorney Norris-Weeks confirmed a shade meeting date would be announced by the end of this meeting.

It was moved by Commissioner Santiago, seconded by Commissioner Ervin, to defer Agenda Items 6-6 and 6-7 to the September 10, 2025, City Commission meeting.

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

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

It was moved by Commissioner Santiago, seconded by Commissioner Ervin, to reconsider Agenda Item 6-5.

There being no additional discussion, the motion to reconsider the resolution passed by a 4-0 vote.

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

It was moved by Commissioner Ervin, seconded by Commissioner Santiago, to defer Agenda Item 6-5 to the September 10, 2025, City Commission meeting.

There being no additional discussion, the motion to defer the resolution passed by a 4-0 vote.

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

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

The item was deferred to the September 10, 2025, City Commission meeting.

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*

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Vice Mayor Kelley, seconded by Commissioner Ervin, to discuss Agenda Item 6-8.

Vice Mayor Kelley explained the resolution directed the City Manager to explore opportunities to acquire the state building if it became available for sale. He noted there had been discussions in Tallahassee about the state downsizing and possibly selling buildings and assets. He stated the property had been considered as a potential site for a future historical Black museum and emphasized its importance to downtown redevelopment efforts. He clarified the resolution did not commit the City to purchase but authorized the City Manager to investigate costs and options and report back to the City Commission.

Commissioner Santiago asked if the state building was for sale. Vice Mayor Kelley stated it was not but noted the state owned the building on land leased from the City. He recalled the lease included space for City use that was never provided and emphasized the City retained an interest in the property. Commissioner Santiago agreed the City should remain alert to any future action.

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

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

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*

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to discuss Agenda Item 6-9.

Vice Mayor Kelley explained the City had budgeted for a social services program but lacked a location. He stated the Cultural Arts Center, now available after the prior tenant vacated, would provide an appropriate site and allow the program to be centralized for residents. He noted the City had already budgeted for staff and that the City Manager could evaluate retrofitting the facility as needed.

The meeting experienced a brief technical issue with missing audio for approximately 6 minutes.

Vice Mayor Kelley stated the resolution only directed the City Manager to explore placement of the social services program at the Cultural Arts Center and did not determine program details or retrofitting. He emphasized he had not been informed of other initiatives and explained the intent was to move the process forward after delays. He noted the resolution did not interfere with any existing efforts and stated support for establishing the program.

Commissioner Santiago stated support for the resolution and emphasized the City's need for a housing and social services program. He shared an example of a local family that recently lost housing and had to be relocated outside Opa-locka with police assistance. He expressed concern the City did not have resources to provide temporary help for residents and stated the program would benefit the community as a whole. He urged swift action and affirmed strong support for the resolution.

Mayor Taylor clarified the resolution was intended to provide residents with a place to access resources and services, not to establish housing. He stated support for helping residents in need but emphasized the importance of equal respect and consideration among colleagues on the dais.

Vice Mayor Kelley agreed to defer the item for one City Commission meeting only.

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to defer Agenda Item 6-9 to the September 10, 2025, City Commission meeting.

There being no additional discussion, the motion to defer the resolution passed by a 4-0 vote.

Commissioner Ervin Yes

Vice Mayor Kelley Yes
Commissioner Santiago Yes
Mayor Taylor Yes

- 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***

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to discuss Agenda Item 6-10.

Vice Mayor Kelley explained the resolution authorized the City Manager to explore options for water supply. He noted the City currently purchased water from Miami-Dade County and costs continued to increase, which the City had absorbed without passing on to residents. He stated the City once operated its own water plant and acknowledged uncertainty about whether the wells could be restored or at what cost. He emphasized the resolution did not commit the City but allowed the City Manager to evaluate feasibility and report back to the Commission.

Commissioner Santiago expressed strong support for the resolution and stated interest in exploring how the City could restore its own water supply. He noted he was not familiar with the history of the former water plant but believed it would be valuable to investigate options for bringing that resource back to the City. He acknowledged the cost would be significant but stated confidence the City could find a way to make it possible in the future.

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

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

- 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***

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Commissioner Santiago, seconded by Vice Mayor Kelley, to discuss Agenda Item 6-11.

Commissioner Santiago stated the City had made progress over the past several months under the current administration. He emphasized the importance of balancing the budget to move out of state oversight as soon as possible. He expressed preference for bringing certain operations back in-house, noting it would likely cost less than continuing to contract services to outside companies.

Vice Mayor Kelley asked about the status of the new pay plan structure and whether the projected amount in the resolution fit within it. City Manager Lawson stated the pay plan was complete and would be presented to the Commission. She confirmed the projected amount was included within the plan.

Mayor Taylor asked City Manager Lawson if she had a recommendation or would follow the will of the Commission. City Manager Lawson stated the current company's contract ended in December and explained that if the item was approved, the City would begin building the position and transition in time to avoid any lapse in service. Mayor Taylor asked for clarification on the current cost.

The meeting experienced a brief technical issue with missing audio for approximately 5 minutes.

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

The motion to approve the resolution passed by a 4-0 vote.

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

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**

The technical issues continued during the beginning of this agenda item.

The City Commission and City Manager Lawson discussed security and access related to the school's use of City facilities. City Manager Lawson explained the school would

not have access to the police station, commission chambers, or conference rooms, and only their designated area would remain open. She confirmed daily spot checks would be conducted, and police would have access to cameras monitored through dispatch.

Commissioner Santiago expressed concern about safety and noted an incident that occurred outside the building earlier in the day. He stated the school should have its own secure access and suggested exploring the possibility of a separate entrance or elevator for students and staff. City Manager Lawson clarified that the idea of an elevator had been mentioned in discussion but was not part of the current proposal and would only come before the Commission if deemed feasible.

Vice Mayor Kelley emphasized the importance of maintaining decorum and respect when students and parents enter the building. He noted some parents had dropped off children late and occasionally treated security staff unprofessionally. He praised staff for handling these situations with professionalism and requested the City Manager discuss the matter with the school's administration to ensure proper conduct.

There being no additional discussion, the motion to approve the ordinance on second reading passed by a 4-0 vote.

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

8. DISCUSSION ITEM:

1. USE AND AUTHORIZATION OF HISTORIC CITY HALL

Vice Mayor Kelley stated he placed the item under discussion because the City Commission had not met recently, and he wanted an update on the plan for the building. He noted many people had been seen entering the building, taking pictures, and walking around without any signage or restrictions. He expressed concern about liability issues and the lack of fencing or chain links that had previously been approved. He stated inquiries were being made about use of the building and emphasized the need for clear authorization and guidelines. He requested the City Manager move forward with the fencing and signage as directed and bring a plan for use of the building back to the City Commission.

9. ADJOURNMENT:

City Attorney Norris-Weeks announced the shade meeting to be held on Wednesday, September 10, 2025 at 5:00 PM.

There being no further business to come before the City Commission, it was moved by Vice Mayor Kelley, seconded by Commissioner Santiago to adjourn the meeting at 7:38 PM.

John H. Taylor, Jr.
Mayor

Attest:

Joanna Flores
City Clerk

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

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@pbylaw.com

If to Defendant:

CITY OF OPA-LOCKA
c/o Candice Cobb, Esq.
ccobb@apnwlaw.com

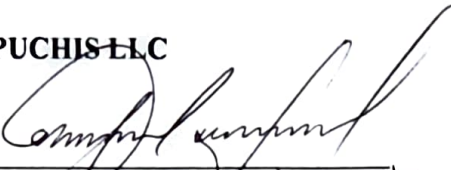
15. Multiple counterparts

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


Name in Print: Daniel Jaramila
Date: 8/22/25
Title: Manager

CITY OF OPA-LOCKA

Name in Print: _____
Date: _____
Title: City Manager

WITNESS:


Name in Print: RAFFAELE COLUCCIA
Date: 8/22/25
Title: Witness

ATTEST:

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

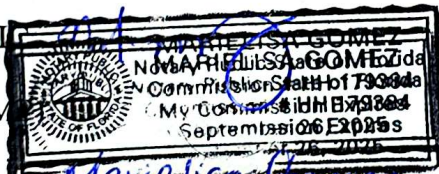
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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 Marreisa 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:_____

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

Sponsored by: City Manager

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK CITY OF MIAMI CONTRACT IFB 1115382 WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING SERVICES FOR PHASE I OF THE SIDEWALK REPLACEMENT PROJECT TO INSTALL NEW SIDEWALKS IN CERTAIN AREAS OF THE CITY, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-SEVEN THOUSAND, FIVE HUNDRED FIFTY-FOUR DOLLARS AND FIFTY CENTS (\$127,554.50); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to initiate a Sidewalk Replacement Project to install new sidewalks in areas with degraded sidewalks; and

WHEREAS, staff have divided the project into phases based on prioritized needs to spread out fiscal impact over time; and

WHEREAS, Phase I will include NW 21st Court from Burlington Street to Wilmington Street and a section of NW 143rd Street, within the City, at a proposed cost of One Hundred Twenty-Seven Thousand, Five Hundred Fifty-Four Dollars and Fifty Cents (\$127,554.50); and

WHEREAS, the City Manager recommends this project in order to enhance the City's image, improve walkability, and address pedestrian safety; and

WHEREAS, the City Manager further recommends that the City Commission authorize the City Manager to piggyback the City of Miami's Invitation for Bid No. 1115382 for pavement resurfacing services and accept the proposal from H&R Paving, Inc. for completion of Phase I; and

WHEREAS, the City of Miami previously awarded a contract to H&R Paving Inc., attached as Exhibit "A", pursuant to its Invitation for Bid (IFB) No. 115382 for Pavement Resurfacing Services for a three-year period commencing March 21, 2021 through March 21, 2024, with an option to renew for two (2) additional two-year periods. The parties subsequently renewed the contract for a new contract expiration

date of March 21, 2026; and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs and when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City received a proposal from H&R Paving, Inc., attached hereto as Exhibit "B", for One Hundred Twenty-Seven Thousand, Five Hundred Fifty-Four Dollars and Fifty Cents (\$127,554.50) for pavement resurfacing services; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of Miami contract with H&R Paving Inc., attached hereto as Exhibit "A", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C", for pavement resurfacing services for Phase I of the Sidewalk Replacement Project, in an amount not to exceed One Hundred Twenty-Seven Thousand, Five Hundred Fifty-Four Dollars and Fifty Cents (\$127,554.50).

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback the City of Miami contract with H&R Paving Inc., attached hereto as Exhibit "A", and enter into an agreement, attached hereto as Exhibit "C", for pavement resurfacing services for Phase I of the Sidewalk Replacement Project, in an amount not to exceed One Hundred Twenty-Seven Thousand, Five Hundred Fifty-Four Dollars and Fifty Cents (\$127,554.50).

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

Resolution No. 25-____

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

Section 4. EFFECTIVE DATE.

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

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

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



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

Department Manager:	Airia Austin		Department Manager Signature:		
City Manager:	Sha'mecca Lawson		CM Signature:		
Commission Meeting Date:	09.10.2025	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
				X	X
Funding Source: Account#: 47-541835	<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#:		
	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:	Public Works	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI'S AGREEMENT WITH H&R PAVING FOR PHASE I OF THE SIDEWALK REPLACEMENT.

Staff Summary:

The City is initiating a Sidewalk Replacement Project to install new sidewalks in the City in areas of noncompliant and damaged sidewalks. Staff have divided the project into phases based on prioritized needs to spread out the fiscal impact over time. Phase I will include NW 21st Ct. from Burlington Street to Wilmington St. and a section of NW 143rd Street, this scope is proposed \$127,554.50

Staff recommend that this project be started to enhance the City's image as well as improve walkability and address pedestrian safety.

Therefore, Staff is requesting approval from the City Commission to authorize the City Manager to piggyback City of Miami Invitation for Bid 1115382 for pavement resurfacing services and accept the proposal from H&R Paving, Inc. for completion of Phase I.

Financial Impact:

Account	Description	Available	Project	Remaining Balance
47-541835	Sidewalks	\$155,000.00	\$127,554.50	\$27,499.50

Proposed Action:

Staff recommend the City Commission approve this item to enhance walkability and to address pedestrian safety issues.

Attachment(s):

Agenda
Proposal provided by H&R Paving, Inc.
Street Map
Opa-locka Piggyback Contract.

1955 N.W. 110 Ave., Miami, FL 33172
Telephone: (305) 261-3005
Fax: (305) 592-6079



PROPOSAL

QUOTE NO.	
DATE:	7/2/25

LICENSED AND INSURED

TO	CITY OF OPA-LOCKA CIP Dept. 780 Fisherman St. Opa-locka, FL 33054	JOB	SIDEWALK CONSTRUCTION (Burlington St., NW 143 rd St., NW 21 st Ct.)
CONTACT		PHONE	City of Miami Contract #: 1115382

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

Description	Qty	Unit	Unit Price	Value
Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00
Barricades	2,000	ED	\$ 0.50	\$ 1,000.00
Work Zone Signs	50	ED	\$ 100.00	\$ 5,000.00
Asphalt Removal 0-2"	0	SY	\$ 25.00	\$ -
Concrete Removal 0-6"	11,550	SF	\$ 2.79	\$ 32,224.50
Excavation - Base Prep. For New Sidewalk	497	CY	\$ 30.00	\$ 14,910.00
Adjust Manhole	1	EA	\$ 500.00	\$ 500.00
Adjust Valve	2	EA	\$ 300.00	\$ 600.00
Concrete Curb, Non-Reinforced	40	LF	\$ 25.00	\$ 1,000.00
Install New 6" Thick Sidewalk	3,750	SF	\$ 6.60	\$ 24,750.00
Install New 4" Thick Sidewalk	9,675	SF	\$ 4.40	\$ 42,570.00
Detectable Warning	70	SF	\$ 50.00	\$ 3,500.00
TOTALS				\$ 127,554.50

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of H & R PAVING, Inc. (READ RESERVE SIDE)

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

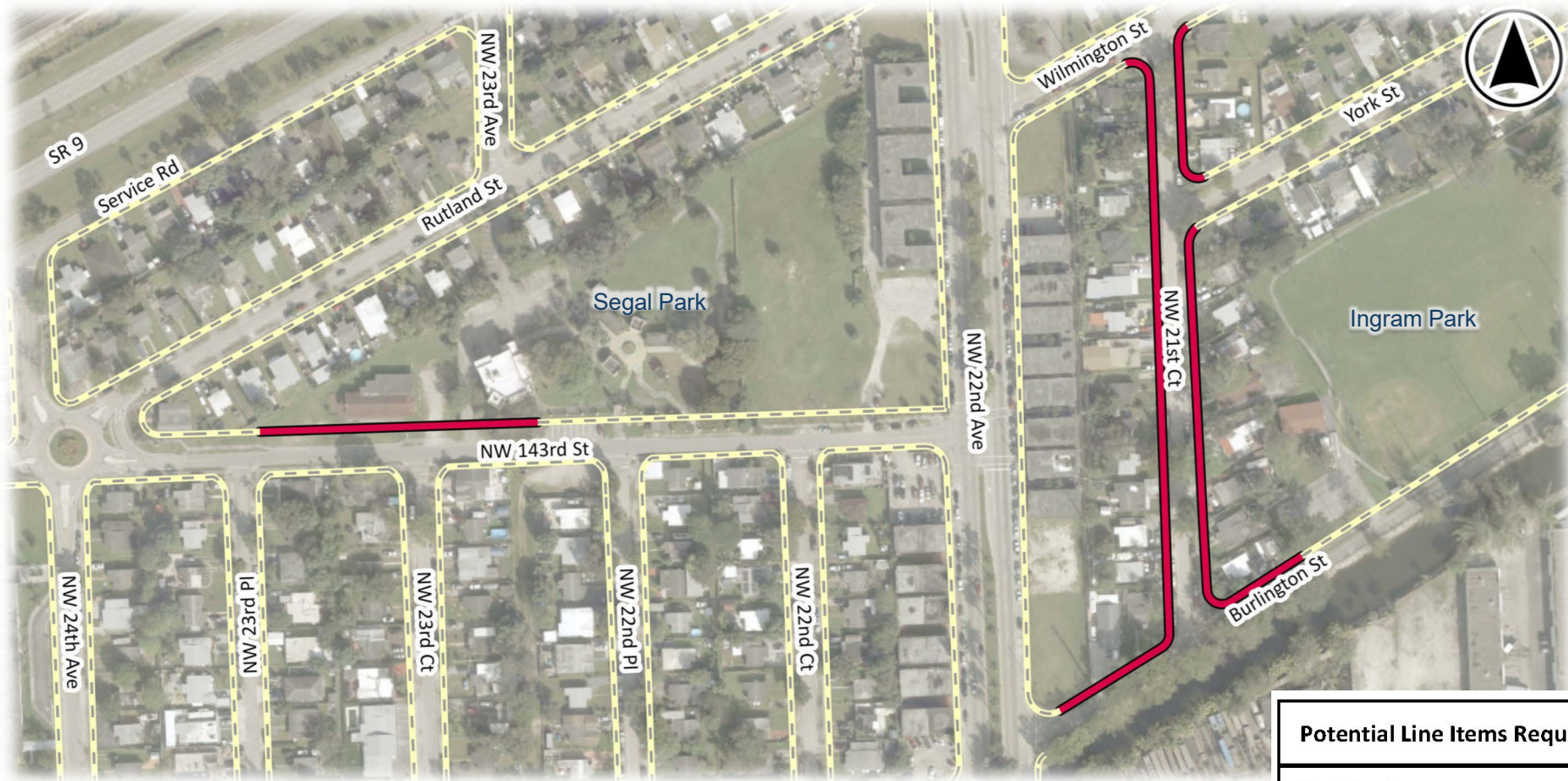
The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: _____

Signature: _____

Date: _____

Signature: _____



NEW Sidewalk Construction 2025

Street Name	From	To
NW 143 rd St.	0' Offset (<i>see attached</i>)	Segal Park
Burlington St.	NW 22 nd Ave.	NW 21 st Ct.
Burlington St.	NW 21 st Ct.	Park Entrance
NW 21 st Ct.	Burlington St.	Wilmington St.

Potential Line Items Required for this Job

Mobilization
Barricades
Work Zone Signs
Asphalt Removal 0-2"
Concrete Removal 0-6"
Excavation - Base Prep. For New Sidewalk
Adjust Manhole
Adjust Valve
Concrete Curb, Non-Reinforced
Install New 4" Thick Sidewalk
Install New 6" Thick Sidewalk
Detectable Warning

Existing Sidewalk **DOES NOT** Meet FDOT Standards



Proposed Sidewalk Location Complies with FDOT Standards





City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

IFBNumber:	1115382
Title:	Invitation for Bid for Pavement Resurfacing Services
Issue Date/Time:	11-SEP-2020
IFBClosing Date/Time:	09-OCT-2020 @ 15:00:00
Pre-Bid/Pre-Proposal Conference:	Voluntary
Pre-Bid/Pre-Proposal Date/Time:	September 18, 2020 at 10:00 AM
Pre-Bid/Pre-Proposal Location:	Virtual
Deadline for Request for Clarification:	September 24, 2020 at 2:00 PM
Contracting Officer:	Gray, Tahlia
Hard Copy Submittal Location:	NO HARD COPY SUBMITTALS PERMITTED
Contracting Officer E-Mail Address:	tgray@miamigov.com
Contracting Officer Facsimile:	305-400-5019

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS: .
.
.

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

PROPOSER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ CELL(Optional): _____

SIGNED BY: _____

TITLE: _____ DATE: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS RESPONSE.

Certifications

Legal Name of Firm:

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Year Established:

Office Location: City of Miami, Miami-Dade County, or Other

Business Tax Receipt/Occupational License Number:

Business Tax Receipt/Occupational License Issuing Agency:

Business Tax Receipt/Occupational License Expiration Date:

Will Subcontractor(s) be used? (Yes or No)



Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/17). If no addendum/addenda was/were issued, please insert N/A.

If Bidder has a Local Office, as defined under Chapter 18/Article III, Section 18-73 of the City Code, has Bidder filled out, notarized, and included with its bid response the "City of Miami Local Office Certification" form? YES OR NO? (The City of Miami Local Office Certification form is located in the Attachments Section of this solicitation.)

Line: 1

Description: **BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE ON THIS LINE. BIDDERS SHALL SUBMIT THEIR BID PRICES UTILIZING ATTACHMENT E - BID PRICE SHEET, LOCATED IN THE ATTACHMENTS SECTION OF THIS SOLICITATION.**

Category: **98852-00**

Unit of Measure: **Each**

Unit Price: \$_____

Number of Units: **1**

Total: \$_____



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Terms and Conditions

1. General Terms and Conditions

1.1. GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A formal solicitation is defined as issuance of a/an Invitation for Bid (IFB), Request for Proposals (RFP), Request for Qualifications (RFQ), or Request for Letters of Interest (RFLI) pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1. ACCEPTANCE OF GOODS, EQUIPMENT OR SERVICES - Any good(s), equipment or services delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense. In terms of this Solicitation the use of the word "services" includes without limitation professional and personal services as that term professional and personal services is defined by the City of Miami Procurement Ordinance and as set forth in the Definitions Section 18-73 of the City Code.

1.2. ACCEPTANCE OF OFFER -Subject to prior occurrence of all condition's precedent set forth in Section 1.88, The signed or electronic submission of your solicitation response shall be considered an offer on the part of the Proposer; such offer shall be deemed accepted upon the occurrence of all conditions precedent and issuance by the City of a purchase order or notice to proceed, as applicable. In summation, execution of a Professional Services Agreement and/or Agreement, approval by a referendum as stated in this RFP, and issuance by the City of a purchase order, and/or notice to proceed, as applicable.

1.3. ACCEPTANCE/REJECTION -The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Procurement shall notify all affected Proposers and make available a written explanation for the rejection. The City also reserves the right to reject:

- 1.the response of any Proposer who has previously failed to properly perform under the terms and conditions of a Professional Services Agreement ("PSA") and/or Agreement,

2. Failed to deliver on time contracts of a similar nature,
3. Who is not in a position to perform the requirements defined in this formal solicitation
4. Who has been debarred,
5. Who is on the convicted vendors list,
6. Who is indebted to the City,
7. Who is otherwise determined to be non-responsive or non-responsible.

The City further reserves the right to waive any irregularities, minor informalities, or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA -It is the Proposer's responsibility to ensure receipt of all Addenda. Addenda are available on the BidSync website.

1.5. ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

1.6. ASSIGNMENT - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without the City of Miami's prior written consent.

1.7. ATTORNEY'S FEES - In connection with any litigation, mediation and arbitration arising out of this Contract, each party shall bear their own attorney's fees through and including appellate litigation and any post-judgment proceedings.

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City. The audit and inspection provisions set forth in Sections 18-100

to 18-102, City Code, are deemed as being incorporated by reference herein as set forth in full.

1.9. AVAILABILITY OF CONTRACT STATE-WIDE - Any governmental, not-for-profit, or quasi-governmental entity in the State of Florida, may avail itself of this Contract and purchase any, and all goods/services, specified herein from the Successful Proposer at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

Additionally, any governmental entity outside of the State of Florida but, within the Continental United States of America, may avail itself to this Contract and purchase any and all goods/services, specified herein from the Successful Proposer at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

Each governmental, not-for-profit or quasi-governmental entity which uses this Formal Solicitation and resulting Contract will establish its own Contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Proposer.

1.10. AWARD OF CONTRACT:

A.The PSA and/or Agreement, the Formal Solicitation, the Proposer's response, any addenda issued, and the blanket purchase order shall constitute the entire contract, unless modified in accordance with any ensuing amendment or addenda.

B.The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Proposer is in default of these contractual requirements, the City, through action taken by the Department of Procurement, will void its acceptance of the Proposer's Response and may accept the Response from the next lowest responsive, responsible Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Proposer and its proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Proposer's default.

C.The term of the contract shall be specified in one of three documents which shall be issued to the Successful Proposer. These documents may either be a blanket purchase order, notice of award and/or contract award sheet.

D.The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and awarded. If the right is exercised, the City shall notify the Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days.

Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Proposer are in mutual agreement of such extensions.

E. Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

F. An PSA and/or Agreement shall be awarded to the Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an PSA and/or Agreement with the Proposer, whichever is determined to be in the City's best interests. Such PSA and/or Agreement which will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney. All conditions precedent identified in Section 1.88 before any Agreement is binding.

1.11. BID BOND/ BID SECURITY - A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all Proposers, if so indicated under the Special Conditions. This check or bond guarantees that the Proposer will accept the order or contract/agreement, as proposed, if it is awarded to the Proposer. Proposer shall forfeit proposal deposit to the City should the City award the contract/agreement to the Proposer and if Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Proposal deposits are returned to unsuccessful Proposers within ten (10) days after the award and Successful Proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all deposits will be returned on demand.

1.12. RESPONSE FORM (HARDCOPY FORMAT) - All forms should be completed, signed and submitted accordingly.

1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES - Failure to execute a PSA and/or Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be negotiated with the next highest ranked responsive and responsible Proposal most advantageous to the City or all responses may be rejected.

1.14. BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or Proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise

specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

1.15.CANCELLATION - The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of proposal cancellation, the Director of Procurement shall notify all prospective Proposers and make available a written explanation for the cancellation.

1.16.CAPITAL EXPENDITURES - Proposer understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the Contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any Contractor. If Contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

1.17.CITY NOT LIABLE FOR DELAYS - It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

1.18.COLLUSION -Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the City of Miami's Procurement Department or initiating department. The Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred, and the City reserves the right to reject any and all responses where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, competitive solicitations etc., et. al., as applicable. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

A.Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

- B.Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C.The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
- D.Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E.Uniform Commercial Code (Florida Statutes, Chapter 672).
- F.Americans with Disabilities Act of 1990, as amended.
- G.National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H.National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I.City Procurement Ordinance City Code Section 18, Article III.
- J.Conflict of Interest, City Code Section 2-611;61.
- K.Cone of Silence, City Code Section 18-74.
- L.The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.
- M.City Financial Policies, City Code Chapter 18, Article IX.
- N.City of Miami Charter Sections 3(f) (iii) and 29-B.
- O. City of Miami Sale or Lease of Real Property, City Code Chapter 18, Article V.
- P.City of Miami Living Wage Ordinance, Chapter 18, Article X, City Code.
- Q.Alcoholic beverage, food and beverage laws, approvals and permits as required by state and local laws.
- R.Miami -Dade County Shoreline Review Ordinance Chapter 33D, Article III, Miami-Dade County Code.

Lack of knowledge or notice by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, regulations, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, or RFLI after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the

provision of goods and services and public works or improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, or RFLIs between, among others:

Potential vendors, service providers, Proposers, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

Oral communications with the City's Procurement staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, or RFLI documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, or RFLI, by City Procurement staff.

Proposers must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk (clerks@miamigov.com), which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer shall render any award voidable. A violation by a particular Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Miami-Dade County Ethics Commission. Proposers should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision and Florida municipality, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22. CONFLICT OF INTEREST - Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee (or former employee of the City who left City service within the past two (2) years) who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the

Proposer's firm.

A. Proposer further agrees not to use or attempt to use any knowledge, property or resource which may be within their trust, or perform their duties, to secure a special privilege, benefit, or exemption for itself, or others. Proposer may not disclose or use information not available to members of the general public and gained by reason of their position, except for information relating exclusively to governmental practices, for their personal gain or benefit or for the personal gain or benefit of any other person or business entity.

B. Proposer who is a person (every officer, official and employee of the city, including every member of any board, commission or agency of the city) as defined in Section 2-611 of the City Code, hereby acknowledges that it has not contracted or transacted any business with the City or any person or agency acting for the City and has not appeared in representation of any third party before any board, commission or agency of the City within the past two years. Proposer further warrants that they are not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any city employee; or (iv) any member of any board or agency of the City.

C. A violation of this section may subject the Proposer to immediate termination of any Professional Services Agreement with the City, imposition of the maximum fine and/or any penalties allowed by law.

Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

1.23. COPYRIGHT OR PATENT RIGHTS - Proposers warrant that there has been no violation of any intellectual property, copyright or patent rights in manufacturing, producing, or selling the goods or equipment shipped or ordered and/or services provided as a result of this formal solicitation, and Proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24. COST INCURRED BY PROPOSER - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Proposer(s).

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual

Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than

three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

(1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.

(3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.

(4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.

(5) Debarment or suspension of the Contractual Party by any federal, state, local, or other governmental (public) agency or entity.

(6) False certification pursuant to paragraph (c) below.

(7) Found in violation of a zoning ordinance for which the violation remains noncompliant.

(8) Found in violation any city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

(9) Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.

(c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

(d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26.DEBARRERED/SUSPENDED VENDORS -An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not: 1) submit a response for a contract to provide goods or services to a public entity; 2) Submit a response on a contract with a public entity for the construction or repair of a public building or public work; 3) Submit response on leases of real property to a public entity; 4) award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and 5) transact business with any public entity.

1.27.DEFAULT/FAILURE TO PERFORM - The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

A.Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.

B.Failure to begin the work under this Contract within the time specified.

C.Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.

D.Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.

E.Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Proposer incapable of performing the work in accordance with and as required by the Contract.

F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

1.28. DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY - Each proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation.

A. Responsive Proposal is one which follows the requirements of the Formal Solicitation, includes all

documentation, is submitted in the format outlined in the Formal Solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive.

B. Determination of Responsibility. A Responsible Proposer shall mean a Proposer who has submitted a proposal and who has the capability, as determined under Section 18-95 of the City Code, in all respects to fully perform the Contract requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.

1) Proposals will only be considered from any person or firm who are regularly engaged in the business of providing the good(s)/service(s) required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity, and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements.

2) The City may consider any information available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity, in making the award.

3) The City may require the Proposer(s) to provide documentation that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT - Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission. Any discounts offered by a manufacturer to Proposer will be passed on to the City.

1.30. DISCREPANCIES, ERRORS, AND OMISSIONS - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

A. Order of Precedence -Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

1) PSA and/or Agreement and/or any Amendments to the PSA and/or Agreement

2) Specifications

3)Special Conditions

4)General Terms and Conditions

1.31.EMERGENCY / DISASTER PERFORMANCE - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

1.32.ENTIRE BID CONTRACT OR AGREEMENT - The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

1.33.ESTIMATED QUANTITIES - Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the most advantageous Proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES

A. Rejection of Responses

The City may reject a Response for any of the following reasons:

- 1)Proposer fails to acknowledge receipt of addenda;
- 2)Proposer misstates or conceals any material fact in the Response;
- 3)Response does not conform to the requirements of the Formal Solicitation;
- 4)Response requires a conditional award that conflicts with the method of award;

5)Response does not include required samples, certificates, licenses as required; and,

6)Response was not executed by the Proposer's authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination from Consideration

1)A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is in default on a bid, payment/ performance, bond they have submitted or as the surety bond or certificate furnished has not performed despite demand they do so or otherwise upon any obligation to the City.

2)A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.

3)A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

1)Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established entity in line with the best industry practices in the industry as determined by the City.

2)The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity in making the award.

3)The City may require the Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS -
Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

1.36. F.O.B. DESTINATION - Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the Proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

1.37. FIRM PRICES - The Proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

1.38. FLORIDA MINIMUM WAGE AND CITY OF MIAMI LIVING WAGE ORDINANCE -

A. Florida Minimum Wage. In accordance with the Constitution of the State of Florida, Article X, Section 24, employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the Successful Proposer's/Contractor's and their subcontractor's responsibility to understand and comply with this Florida minimum wage requirement and pay its employees the current established hourly minimum wage rate. This minimum wage rate is subject to change or adjusted by the rate of inflation using the consumer price index ("CPI") for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated, shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

It is the Proposer's and their subcontractor's (if applicable), full responsibility to determine whether any of their employees may be impacted by this Florida Minimum Wage Law, at any given point in time during the term of the Bid Contract. If impacted, Proposer must provide, with its bid, employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of bid submittal constitute Successful Proposer's/Contractor's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of the Bid Contract, and a waiver of any contractual price increase request(s). The City reserves the right to request and the Successful Proposer/Contractor must provide for any, and all information to make a wage and contractual price increase(s) determination.

B. City of Miami Living Wage Ordinance. The City of Miami adopted a Living Wage Ordinance for City Service Contracts with a total contract value exceeding \$100,000 annually, and that have been competitively solicited and awarded on, or after January 1, 2017 by the City.

"Service Contract" means a contract to provide services to the City, excluding, however, professional services as defined by the "Consultants Competitive Negotiation Act" set forth in F.S. § 287.055, and Section 18-87 of the City Code, and/or the other exclusions provided by Section 18-557 of the City Code. Section 18-557 is attached as Attachment A. Please see provisions in Attachment A.

If a solicitation requires services, effective on January 1, 2017, Contractors must pay to all its employees, who provide services, a living wage of no less than \$15.00 per hour without health benefits; or a wage of no less than \$13.19 an hour, with health benefits.

This language is only a summary of the key provisions of the City of Miami Living Wage Ordinance. Please review Attachment A, attached hereto, for a complete and thorough description of the City of Miami Living Wage Ordinance.

1.39. GOVERNING LAW AND VENUE - The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida. In any action or proceeding each party shall bear their own respective attorney's fees.

1.40. HEADINGS AND TERMS - The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

A.Use of information only for performing services required by the contract or as required by law;

B.Use of appropriate safeguards to prevent non-permitted disclosures;

C.Reporting to the City of Miami of any non-permitted use or disclosure;

D.Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;

E.Making Protected Health Information (PHI) available to the customer;

F.Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

G.Making PHI available to the City of Miami for an accounting of disclosures; and

H.Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.42 INDEMNIFICATION - Contractor shall indemnify, hold/save harmless and defend at its own costs and expense the City, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the City, its officials and/or employees were negligent. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statutes, as amended from time to time as applicable.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the City.

The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

1.43. FORMATION AND DESCRIPTIVE LITERATURE - Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

1.44. INSPECTIONS - The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

1.45. INSPECTION OF RESPONSE - Responses received by the City pursuant to a Formal Solicitation will not be made available until such time as the City provides notice of a decision or intended decision or within 30 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City's Web Site following recommendation for award.

1.46. INSURANCE - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Proposer.

1.47. INVOICES - Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc.); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.48. LOCAL PREFERENCE

A.City Code Section 18-85, states, "when a responsive, responsible non-local bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local bidder, then that non-local bidder and each of the aforementioned responsive, responsible local bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local bidder. Contract award shall be made to the lowest responsive, responsible bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local bidder and a non-local bidder, contract award shall be made to the local bidder."

B.City Code Section 18-86, states, "the RFP, RFLI or RFQ, as applicable, may, in the exercise of the reasonable professional discretion of the City Manager, director of the using agency, and the Chief Procurement Officer, include a five (5%) percent evaluation criterion in favor of proposers who maintain a local office, as defined in Section 18-73. In such cases, this five (5%) percent evaluation criterion in favor of proposers who maintain a local office will be specifically defined in the RFP, RFLI or RFQ, as applicable; otherwise, it will not apply.

1.49. MANUFACTURER'S CERTIFICATION - The City reserves the right to request from Proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the Proposer must bear full liability.

1.50. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Procurement of the City of Miami, Florida through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

1.51. MOST FAVORED NATIONS - Successful Proposer shall not treat the City of Miami ("City") worse than any other similarly-situated local government and, in this regard, grants the City a "most favored nations clause" meaning the City will be entitled to receive and be governed by the most favorable terms and conditions that Successful Bidder/Proposer grants now or in the future to a similarly situated local government.

1.52. NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

1.53. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other

appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes.

Items delivered not conforming to specifications may be rejected and returned at Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in Proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

1.54. NONDISCRIMINATION -Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.55. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful Proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

1.56. NOTICE REGARDING "CURES" - Proposals submitted with irregularities, deficiencies, and/or technicalities that deviate from the minimum qualifications and submission requirements of Request for Qualifications (RFQ), Request for Proposals (RFP), invitation to bid (ITB), invitation for bids (IFB), invitation to quote (ITQ), Requests for Letters of Interest (RFLI) and Request for Sponsorships (RFS) shall result in a non-responsive determination. any solicitation issued after May 6, 2019, shall comply with APM 2-19. APM 2-19 is attached hereto. only minor irregularities, deficiencies, and technicalities may be allowed to be timely cured by the proposer at the sole discretion of the city. material irregularities, deficiencies, and technicalities cannot be cured by

the proposer, and are not waivable by the city.

PROPOSALS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS RFP/Q SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. The City will not give consideration to the curing of any Proposals that fail to meet the minimum qualifications and submission requirements of this RFP/Q. Proposer understands that non-responsive Proposals will not be evaluated and, therefore, will be eliminated from the Evaluation/Selection Process

1.57. OCCUPATIONAL LICENSE - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

1.58. ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation.

1.59. OWNERSHIP OF DOCUMENTS - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Proposer for any other purposes whatsoever without the written consent of the City.

1.60. PARTIAL INVALIDITY - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.61. PERFORMANCE/PAYMENT BOND- A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

1.62. PREPARATION OF RESPONSES (HARDCOPY FORMAT) - Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Proposer's risk.

A.Each Proposer shall furnish the information required in the Formal Solicitation. The Proposer shall sign the Response and print in ink or type the name of the Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, where required.

B.If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

C.The Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

D.The Proposer should retain a copy of all response documents for future reference.

E.All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F.Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Proposer's response may be included as part of the contract, at the City's discretion.

G.The City of Miami's Response Forms shall be used at all times. Use of any other forms will result in the rejection of the response. **RESPONSES WILL BE SUBMITTED AS FOLLOWS: ONE ORIGINAL HARDCOPY AND SEVEN (7) COPIES IN ELECTRONIC FORMAT (FLASH DRIVE). NO ON-LINE SUBMITTALS WILL BE ACCEPTED. ANY REQUIRED ATTACHMENTS PROVIDED BY THE CITY MUST BE RETURNED TO THE CITY OR YOUR RESPONSE SHALL BE DEEMED NON-RESPONSIVE.**

1.63. PRICE ADJUSTMENTS - Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.64. PRODUCT SUBSTITUTES - In the event a particular good (that has been awarded and approved) becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.65. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.66. PROMPT PAYMENT -Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful Proposers during the term of the contract.

1.67. PROPERTY - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the

Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.68. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.69. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime may not:

- A. Submit a Bid to provide any goods or services to a public entity.
- B. Submit a Bid on a contract with a public entity for the construction or repair of a public building or public work.
- C. Submit responses on leases of real property to a public entity.
- D. Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.
- E. Transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.70. PUBLIC RECORDS - Proposer understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City Code, Section 18, Article III, and agrees to allow access by the City and the public, to all documents subject to disclosure under applicable law. Successful Proposer shall additionally comply with the provisions of Section 119.0701, Florida Statutes, titled "Contracts; public records".

Proposer shall additionally comply with Section 119.0701, Florida Statutes, including without limitation:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service.
- B. Provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements.

E. All electronically stored public records must be provided to the City in a format compatible with the City's information technology systems. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130. THE CONSULTANT MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.**

1.71. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.72. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.73. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.74. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

A. Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the City Attorney, shall have the authority to resolve disputes between the Proposer and the City which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to disputes based upon breach of Contract, mistake, misrepresentation, or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

B. Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission, or the City Manager, which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this Section.

1.75. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (SECTION 18-104):

Right to protest.

The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.00. Protests thereon shall be governed by the administrative policies and procedures of purchasing.

(1) Protest of solicitation.

a. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the request for proposals, request for qualifications or request for letters of interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or

b. Any prospective bidder who intends to contest bid specifications or a bid solicitation may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the bid solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer.

(2) Protest of award.

a. Any actual proposer who perceives itself aggrieved in connection with the recommended award of contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the proposer of the notice of the city manager's recommendation for award of contract. The receipt by proposer of such notice shall be confirmed by the city by

facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or

b. Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the bidder of the notice of the city's determination of non-responsiveness or non-responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer.

c. A written protest based on any of the foregoing must be submitted to the chief procurement officer within five days after the date the notice of protest was filed. A written protest is considered filed when received by the chief procurement officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the chief procurement officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

Authority to resolve protests; hearing officer(s).

Hearing officers appointed by the city shall have authority to resolve protests filed under this chapter of the City Code. The city manager shall appoint a hearing officer, from a separate list of potential hearing officers pre-approved by the city commission, to resolve protests filed in accordance with this section, no later than five working days following the filing of a bid protest. The hearing officer shall have the authority to settle and resolve any written protest. The hearing officer shall submit said decision to the protesting party and to the other persons specified within ten days after he/she holds a hearing under the protest.

(1) Hearing officer. The hearing officer may be a special master as defined in chapter 2, article X, section 2-811 of the City Code, or a lawyer in good standing with the Florida Bar for a minimum of ten years with a preference given to a lawyer who has served as an appellate or trial court judge. The hearing officer may be appointed from alternative sources (e.g. expert consulting agreements, piggyback contracts, etc.) where the city commission adopts a recommendation of the city attorney that such action is necessary to achieve fairness in the proceedings. The engagement of hearing officers is excluded from the procurement ordinance as legal services. The hearing officers appointed in the pre-qualified group should be scheduled to hear protests on a rotational basis.

(2) Right of protest. Any actual bidder or proposer who has standing under Florida law dissatisfied and aggrieved with the decision of the city regarding the protest of a solicitation or the protest of an award as set forth above in this section may request a protest hearing. Such a written request for a protest hearing must be initiated with a notice of intent to protest followed by an actual protest as provided in subsection 18-104(a). The notice of intent to protest and the actual protest must each be timely received by the chief procurement officer and must comply with all requirements set forth in subsection 18-104(a). Failure to submit the required notice of intent to protest and the actual protest within the specified timeframes will result in an administrative dismissal of the protest.

(3) Hearing date. Within 30 days of receipt of the notice of protest, the chief procurement officer shall schedule a hearing before a hearing officer, at which time the person protesting shall be given the opportunity to demonstrate why the decision of the city relative to the solicitation or the award, which may include a recommendation for award by the city manager to the city commission, as applicable, should be overturned. The party recommended for award, if it is a protest of award, shall have a right to intervene and be heard.

(4) Hearing procedure. The procedure for any such hearing conducted under this article shall be as follows:

a. The city shall cause to be served by certified mail a notice of hearing stating the time, date, and place of the hearing. The notice of hearing shall be sent by certified mail, return receipt requested, to the mailing address of the protester.

b. The party, any intervenor, and the city shall each have the right to be represented by counsel, to call and examine witnesses, to introduce evidence, to examine opposing or rebuttal witnesses on any relevant matter related to the protest even though the matter was not covered in the direct examination, and to impeach any witness regardless of which party first called him/her to testify. The hearing officer may extend the deadline for completion of the protest hearing for good cause shown, but such an extension shall not exceed an additional five business days. The hearing officer shall consider the written protest and supporting documents and evidence appended thereto, supporting documents or evidence from any intervenor, and the decision or recommendation as to the solicitation or award being protested, as applicable. The protesting party, and any intervenor, must file all pertinent documents supporting his/her protest or motion to intervene at least five business days before the hearing, as applicable. The hearing officer shall allow a maximum of two hours for the protest presentation and a maximum of two hours for the city response. When there is an intervenor, a maximum of two hours will be added for the intervenor. In the event of

multiple protests for the same project, the hearing officer shall allocate time as necessary to ensure that the hearing shall not exceed a total of one day.

c. The hearing officer shall consider the evidence presented at the hearing. In any hearing before the hearing officer, irrelevant, immaterial, repetitious, scandalous, or frivolous evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in trial in the courts of Florida. The hearing officer may also require written summaries, proffers, affidavits, and other documents the hearing officer determines to be necessary to conclude the hearing and issue a final order within the time limits set forth by this section.

d. The hearing officer shall determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the decision was arbitrary, capricious, an abuse of discretion, or unsupported by substantial evidence as a whole. Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

e. Within ten days from the date of the hearing, the hearing officer shall complete and submit to the City Manager, the City Attorney, any intervenor, the Chief Procurement Officer, and the person requesting said hearing a final order consisting of his/her findings of fact and conclusions of law as to the denial or granting of the protest, as applicable.

f. The decisions of the hearing officer are final in terms of city decisions relative to the protest.

Any appeal from the decision of the hearing officer shall be in accordance with the Florida Rules of Appellate Procedure.

Compliance with filing requirements.

Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required filing fee as provided in subsection (f), with the chief procurement officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section.

Stay of procurements during protests.

Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the chief procurement officer or the city commission as provided in subsection (b) above, unless the city manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

Costs.

All costs accruing from a protest shall be assumed by the protestor.

Filing fee.

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$5,000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the chief procurement officer and/or the city commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above. (Ord. No. 12271, § 2, 8-22-02; Ord. No. 13629, § 2, 9-8-16).

1.76. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, Proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.77. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Proposer shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.78. SERVICE AND WARRANTY - When specified, the Proposer shall define all warranty, service and replacements that will be provided. Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.79. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services are to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the Proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of proposal.

1.80. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the RFP, RFQ, or RFLI. **NO EXCEPTIONS.** Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

A.Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO.

BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B.Facsimile responses will not be considered.

C.Failure to follow these procedures is cause for rejection of proposal.

D.The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened and will not be considered for award.

E. Late responses will be rejected.

F.All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G.Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H.If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.81. TAXES - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Proposers should be aware of the fact that all materials and supplies which are purchased by the Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Proposer.

1.82. TERMINATION -The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A.The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B.The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

C.Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.83. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services awarded to a Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.84. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.85. TITLE - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.86. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE- All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person.

By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

1.87. UNAUTHORIZED WORK OR DELIVERY OF GOODS- Neither the qualified Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.88. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1.89. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, Proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.



2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for pavement resurfacing and roadway repair services, as specified herein, from a source(s), fully compliant with the terms, conditions and stipulations of the Solicitation

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted via the BidSync Electronic Bidding System (BidSync), with a copy filed with the Office of the City Clerk via email at Clerks@miamigov.com, pursuant to Section 1.20. Cone of Silence. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than September 24, 2020 at 2:00 PM. All responses to questions will be sent to all prospective bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.3. SUBMISSION AND RECEIPT OF RESPONSE

Electronic Bid submittals to this IFB shall be submitted through the BidSync Electronic Bidding System ("BidSync") until the date and time as indicated in the Solicitation. The responsibility for submitting a Bid on/or before the stated closing time and date is solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by technical difficulties or caused by any other occurrence. Electronic Bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as individual files and labeled. Any Bids received and time stamped through BidSync, prior to the Bid submittal deadline, shall be accepted as a timely submittal and anything thereafter will be rejected. Additionally, BidSync will not allow for the electronic Bid submittal after the closing date and time has lapsed. Bids will be opened promptly at the time and date specified.

All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith, shall be borne by the Bidder(s). Accordingly, Bidder(s):

1. Must register, free of charge, with BidSync Electronic Bidding System ("BidSync") to establish an account in order to have access to view and/or respond to any solicitations issued by the City of Miami's Procurement Department ("City").
2. Shall submit all Bids electronically. Hard copy Bid submittals will not be accepted. **NO EXCEPTIONS.**
3. Must submit the Certification Statement and associated solicitation documents which define requirements of items and/or services to be purchased and must be completed and submitted as outlined within the solicitation via BidSync. The use of any other forms and/or the modification of City forms will result in the rejection of the Bidder's Bid submittal.
4. Shall ensure that the Certification Statement is fully completed and provided with your Bid. Failure to comply with these requirements may cause the Bid to be rejected.
5. Must ensure that an authorized agent of the Bidder's firm signs the Certification Statement and submits it electronically. **FAILURE TO SIGN THE CERTIFICATION STATEMENT SHALL DEEM THE BID NON-RESPONSIVE.**

6. May be considered non-responsive if Bids do not conform to the terms and conditions of this solicitation.

This clause supersedes General Terms and Conditions Section 1.62, Preparation of Bids (Hardcopy) and 1.80, Submission and Receipt of Bids, in their entirety.

2.4. PRE-BID CONFERENCE

A Virtual Voluntary pre-bid conference will be held on September 18, 2020 at 10:00 AM, via [this link](#) or via **phone (786) 530-7005; Conference ID: 685822220#**. A discussion of the requirements of the Solicitation will occur at that time.

All questions and answers affecting the scope of work/specifications of the IFB will be included in an addendum, that will be distributed through BidSync, following the Pre-Bid Conference to all the attendees. Because the City considers the Pre-Bid Conference to be critical to understanding the Solicitation requirements, attendance is highly recommended.

It is the Bidder's responsibility, prior to submitting a bid, to acquaint himself/herself thoroughly, regarding any and all conditions and/or requirements that may in any manner affect the work to be performed. No allowances will be made because of lack of knowledge of these conditions.

2.5. BIDDERS MINIMUM REQUIREMENTS

Bids will be considered only from firms that are regularly engaged in the business of providing the services as described in this bid; and that have adequate financial support, equipment and personnel to ensure that they can satisfactorily provide the goods and/or services if awarded a contract under the terms and conditions herein stated. The minimum qualifications for this bid are that the Successful Bidder shall, as of Bid Due Date:

1. Not have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City.
2. Have no record of pending lawsuit or criminal activities, and have never been declared bankrupt within the last three (3) years.
3. Have adequate financial support, equipment, and organization to ensure that they can satisfactorily provide the goods and/or services if awarded a Contract under the terms and conditions herein stated.
4. Have a current certified license as a General Contractor from the State of Florida Construction Industry License Board for the class of work to be performed, **OR** the appropriate Certificate of Competency or the State Contractor's

Certificate of Registration as issued by Broward or Miami-Dade County Code, which authorizes the Successful Bidder to perform the proposed work. License/Certifications shall be provided with the bid response.

5. Have a satisfactory record of performance for at least three (3) years.
6. Be registered as an entity with the Florida State Department, Division of Corporations, for a minimum of the last three (3) consecutive years, authorizing said entity to do business within the State of Florida.

***NOTE: Holder of all licenses must be an employee of the Successful Bidder. Licenses and certifications shall be provided in the bid response.**

If any or all work required in conjunction with this bid is performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's proposal.

2.6. METHOD OF AWARD

This Solicitation is divided into two (2) Groups: Group 1 - Federally Funded Projects; and Group 2 - Non-Federally Funded Projects. Bidders can bid on one Group or both Groups, using the applicable Bid Price Sheet(s).

Award of this contract will be made to the lowest responsible and responsive bidder(s), who bid on all items in the aggregate, meeting Specifications. The City shall select up to three (3) vendor(s), with the lowest deemed the “primary vendor” and the next lowest the “secondary vendor”, and so on, in the order of lowest prices provided to the City. Should the “primary vendor” not be able to provide the item at the time needed, the City has the option to select the next lowest “secondary vendor” to fulfill the order and so forth.

2.7. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for three (3) years with the option to renew for two (2) additional two (2) year periods, subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.8. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds.

2.9. ESCALATION CLAUSE

The City acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following condition.

The Successful Bidder(s) will be allowed to increase/decrease their contractual prices annually to cover future drastic fuel price changes. The market changes will be determined utilizing the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, Miami-Ft. Lauderdale, FL., Gasoline (Unleaded Regular), and Index Base Period between 2017 through 2020. The escalation using the CPI will be determined by the percent change in the level of the CPI between the reference period and a subsequent time period. This will be calculated by first determining the index point change between the two periods and then the percent change. The following example illustrates the computation of percent change:

CPI for current period (2018)	136.0
Less CPI for previous period (2017)	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

The Procurement Department may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to circumstances beyond the Successful Bidder(s) control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Successful Bidder(s) that continued performance of the contract would result in a substantial loss. Successful Bidder(s) might have to supply documentation to justify any requested percentage increase in cost to the City of Miami.

2.10. SPECIFICATION EXCEPTION

Specifications are based on the most current information available. Bidder shall notify the City of Miami Procurement Department, in writing, no less than ten (10) days prior to solicitation closing date of any change in the manufacturers' specifications which conflict with the specifications. For hard copy bid submittals, bidders must explain any deviation from the specifications in writing as a footnote on the applicable specification page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their submission. For electronic bid submittals, bidders must explain in the Header Section or by an Attachment and, if applicable, enclose a scanned copy of the manufacturer's specifications data detailing the changed item(s) with their submission. Additionally, bidders must indicate any options requiring the addition of other options, as well as those which are included as a part of another option. Failure of bidders to comply with these provisions will result in bidders being held responsible for all costs required to bring the item(s) in compliance with contract specifications.

2.11. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the Successful Bidder(s)/Proposer(s) of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any project(s) will be awarded to any firm(s).

2.12. INSURANCE REQUIREMENTS

The Successful Bidder(s) shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Operations \$ 1,000,000

Personal and Advertising Injury \$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

Contingent and Contractual Liability

Premises and Operations Liability

Explosion, Collapse and Underground Hazard

Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto

Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

A. Employer's Liability

Limits of Liability
\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella Liability

A. Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence \$ 2,000,000
Aggregate \$ 2,000,000

City of Miami listed as an additional insured. Coverage is excess follow form over the general liability and auto policies.

V. Owners and Contractors Protective Liability

Each Occurrence \$1,000,000
Policy Aggregate \$1,000,000
City of Miami listed as the named insured

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the

State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the bidder of their liability and obligation under this section or under any other section of this Agreement.

If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

- Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation For Bid.
- The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Successful Bidder in conjunction with the General and Special Terms and Conditions of the Solicitation.

The Successful Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Bidder. **See Attachment A - Insurance Addendum.**

2.13. BID BOND

All bids must be accompanied by a Bid Bond in the amount of 5% of the total bid submitted, to be in the form of a Cashier's Check or Money Order made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935. The bond, from all unsuccessful bidders, if in the form of a Cashier's Check, will be returned after bid award. Prospective Bidders may either (1) utilize the BidSnyk "Surety 2000" platform to submit bid bonds or (2) mail in their original bid bond to the City. If option #2 is utilized, Bidder shall submit a copy of the bid bond with their electronic bid submission.

2.14. REFERENCES

Each bid must be accompanied by a list of three (3) references, by completing Attachment B - Reference Submittal Form. NO BID WILL BE CONSIDERED WITHOUT THIS LIST. These references must be from contracts within

the last three (3) years and for services as described in this solicitation.

2.15. CURES

Please refer to Attachment C - APM Regarding Cures and **Section 1.56, Notice Regarding "Cures"** of the General Terms and Conditions of this Solicitation.

2.16. TIE BIDS

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.17. PROJECT MANAGER

Upon award, Successful Bidder shall report and work directly with the City Engineer assigned, or designee, who shall be designated as the Project Manager(s) for the City.

2.18. SUBCONTRACTOR(S)

Bidder must list any or all subcontractor(s) that may be utilized to assist in the performance of the work specified herein on Attachment D - Subcontractors, if applicable. Any subcontractor(s) listed must meet the same requirements and submit the same information listed under the Bidder's Minimum Qualifications section. All information required shall be included in the solicitation response. If Bidder does not include any subcontractor(s) as part of its bid submittal, it will be construed that bidder will be able to handle the entire workload by itself and will not be allowed to subcontract any of the work unless it request in writing the hiring of subcontractor(s) with the

aforementioned requirements attached to its request within seventy two (72) hours of considering hiring subcontractor(s). The City will grant or deny such request in writing within forty-eight (48) hours of receiving said request.

2.19. CONTINGENCY

Items so entitled on the Bid document shall be the cash allowance sum per contract year, and in the amount indicated. These shall be included in the Bid to provide funds for payment for items of work not foreseen at the time of bidding. Payment from these Bid Items will be made only as directed by the Project Manager, or designee. The Successful Bidder is not obligated to contingency funds and should not expect to receive them unless used for work not foreseen at the time of bidding.

2.20. RESPONSE TIME

A twenty-four (24) hour response time is required. Failure to respond to any assigned project within the specified time will result in the successful vendor paying any and all costs associated with the repairs performed by a secondary vendor.

2.21. COMPLETED WORK

The City shall be notified by the Successful Bidder upon completion of work. The City shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the Successful Bidder at no additional charge to the City.

2.22. EMERGENCY/DISASTER PERFORMANCE

In the event of a hurricane or other emergency or disaster situation, the Successful Bidder(s) shall provide the City with services defined within the scope of work of this solicitation at the price contained within the Successful Bidder(s)' bid response. Further, the Successful Bidder(s) shall perform for the City on a priority basis during such times of emergency.

2.23. METHOD OF PAYMENT

Payment will be made within forty-five (45) calendar days, in accordance with Florida Statutes Sections 218.73 and 218.74 of the Prompt Payment Act for services rendered the previous month, upon submission of properly certified/approved invoices. All such information shall be provided to the City Project Manager, or designee.

The City will pay the contract price minus any liquidated damages and/or other damages to the Successful Bidder upon completion and acceptance. Damages caused by the Successful Bidder's employees shall be estimated by the City Project Manager, or designee and computed actual costs and repairs shall be deducted from the Successful Bidders total monthly billing.

Each invoice shall include total cost as well as, proof of payment to subcontractors and suppliers with corresponding release of liens forms and affidavits.

2.24. LIQUIDATED DAMAGES

Failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time stated, shall result in liquidated damages being assessed. The Successful Bidder shall be subject to an assessment of liquidated damages in the amount of \$100.00 for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract), as compensation due to the City for loss of use and for additional costs incurred by the City due to such incompleteness of the work. The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the Successful Bidder under this agreement or to invoice the Successful Bidder for such damages if the costs incurred exceed the amount due to the Successful Bidder.

2.25. CONTRACTOR TO BE REPRESENTED

The Successful Bidder, at all times, must either be personally present at the worksite or be represented at the worksite by a responsible agent or agents designated by the Successful Bidder in written notice to the City prior to the beginning of work. Such notification shall include pertinent data such as addresses, phone numbers, etc., where said agent or agents may be contacted at any time of the day or night. The agent or agents shall be clothed with full authority to act for the Successful Bidder in all cases, and to carry out any instructions relative to the work may be given by the City.

2.26. USE OF PREMISES

The Successful Bidder shall confine their equipment, apparatus, the storage of materials, and the operation of their workmen to the limits indicated by law, ordinances, permits, or direction of the Project Manager, or designee, and shall not unreasonably encumber the premises with his/her materials. The Successful Bidder shall take all measures necessary to protect their own materials.

2.27. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Bidder shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Successful Bidder, at their expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done.)

2.28. PUBLIC CONVENIENCE AND SAFETY

The Successful Bidder shall conduct their work so as to interfere as little as possible with private business or public travel. The Successful Bidder shall, at their own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and the Successful Bidder shall be liable for all damages occasioned in any way by their actions or neglect or that of their agents or employees.

The Successful Bidder shall meet the following noise abatement performance standards for all construction equipment. The operation or permitting the operation of any tool or equipment is prohibited:

1. Between the hours of 6:00 PM and 8:00 AM the following day on weekdays, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across and at a residential district boundary or within a noise sensitive zone, except for emergency work of public service utilities or by special permission issued pursuant to subsection (c) of City of Miami Ordinance Section 36-6, Construction Equipment.
2. At any other time, such that the sound level at or across a real property boundary exceeds a reading of 0.79 weighted average dBA for the daily period of operation. Such sound levels shall be measured with a sound level meter manufactured according to standards prescribed by the American National Standards Institute.

2.29. SAFETY MEASURES

Successful Bidder shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by their operation and work in progress must be posted.

All employees of Successful Bidder shall be expected to wear safety eyewear, appropriate clothing, and hearing protection when and wherever applicable. The Successful Bidder shall use only equipment that is fully operational and in safe operating order. Successful Bidder shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.30. ENVIRONMENTAL REGULATIONS

The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder non-responsible if the history of violations warrant such determination in the opinion of the City.

2.31. ADDITIONS/DELETIONS OF SERVICES/ITEMS/SUPPLIERS

Although this Solicitation identifies specific services/items to be serviced, it is hereby agreed and understood that any service/item/supplier may be added/deleted to/from this contract at the option of the City. When an addition to the contract is required, the Successful Bidder(s) under this contract shall be invited to submit price quotes for these new services/items. If these quotes are comparable with market prices offered for similar services/items, they shall be added to the contract whichever is in the best interest of the City and an amendment and a separate purchase order shall be issued by the City. If these quotes are not comparable with market prices offered, they shall be quoted by additional suppliers and an amendment and separate purchase order shall be issued by the City.

2.32. ADDITIONAL CONTRACTOR(S) OR SUBCONTRACTOR(S)

There are no implied or express guarantee that all Successful Bidders under this contract will receive work assignments during any given catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency. However, the City reserves the right to assign work to multiple Successful Bidders at any given point in time, add Contractor(s) who were not part of the initial award to the contract or direct Successful Bidder(s) to hire Subcontractor(s), which may or may not be part of this bid contract, to expedite the clean-up efforts of debris to restore normalcy and order to the lives of City residents, businesses, and general public in an expeditious manner.

2.33. FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder or supervisor and/or should remedial action not be taken within forty-eight (48) hours of any failure to perform according to specifications, the City reserves the right to declare the Successful Bidder in default of the contract or make appropriate reductions in the contract payment.

2.34. TERMINATION

A. FOR DEFAULT

If Successful Bidder defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Bidder shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Bidder was not in default or (2) the Successful Bidder's failure to perform is without their or their Subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Successful Bidder will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.35. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Bidder's authorized signature affixed to the Bidder's/Proposer's acknowledgment form attests to this.

2.36. FEDERALLY FUNDED PROJECTS

2.36.a) INTRODUCTION

This section applies to all projects funded with federal dollars. Section 2.1 also applies to this Group. Bidders must use the applicable Federal Funded Bid Price Sheet (Attachment H) for this bid when pricing for Group 1.

2.36.b) LOCAL PREFERENCE

Local Preference does not apply to responses on the Federally Funded Bid Price Sheet for this IFB.

2.36.c) DAVIS-BACON ACT

Federally assisted construction contracts must adhere to Davis-Bacon Act wages and benefits rate schedules. Each Bidder shall use the Federal Wages reflected in Wage General Decision Number - FL20200178, in developing its bid for this project. The selected bidder/contractor shall be required to provide certified payroll records documenting the work performed on this project. **See Attachment E - Davis Bacon - General Decision Number for Wage Rates.**

Wage General Decision Number- FL20200178 can be found in the Attachment Section under Attachment E.

2.36.d) COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

1. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.36.e) COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT

1. Overtime Requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half time the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of the work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages: The City of Miami shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as

provided in the clause set forth in paragraph (2) of this section.

4. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraph (1) through (4) of this section.

2.36.f) PARTS AT PASS-THROUGH COST (FOR REPAIRS OUTSIDE THE SCOPE OF WORK)

All cost for parts required for repair jobs and not otherwise included in the scope of work shall be billed at the Contractor's actual cost, and will be passed on to the City without markup or any additional fees. The Contractor shall submit purchase receipt of parts along with the labor invoice for payment.

The Contractor shall be responsible for sourcing all parts necessary to complete the work requirements of each job specification. Replacement parts furnished must be of the same manufacturer or an equal product. All equipment and materials shall be commercial quality and grade, and be from a regular product line. Prototype, obsolete, and residential quality/grade equipment/materials shall not be specified or installed in the facilities.

2.36.g) EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.36.h) CLEAN AIR ACT

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.36.i) FEDERAL WATER POLLUTION CONTROL ACT

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.1251 et seq.

2. The Contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.36.j) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligation or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

2.36.k) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

2.36.l) BYRD ANTI-LOBBYING AMENDMENT, 31.U.S.C. § 1352 (AS AMENDED)

Bidders who bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer, or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Please refer to Attachment F - Certification Regarding Lobbying. **It is MANDATORY for the Bidder to return this form signed along with their bid response.**

2.36.m) PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired;

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

2.36.n) DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

2.36.o) COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.36.p) ACCESS TO RECORDS

1. The Contractor agrees to provide the City of Miami, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

2.36.q) SUSPENSION AND DEBARMENT (IN ADDITION TO GENERAL TERM AND CONDITIONS, SECTION 1.25)

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined in 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters too.
- (3) This certification is a material representation of fact relied upon by the City of Miami. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City of Miami, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.37. NON-FEDERALLY FUNDED PROJECTS

2.37.a) INTRODUCTION

This section applies to all projects that are non-federally funded. Section 2.1 also applies to this Group. Bidders must use the applicable Bid Price Sheet (Attachment H) for this bid when pricing for Group 2.

2.37.b) LIVING WAGE ORDINANCE

The City of Miami Living Wage Ordinance is applicable to this service contract. Please refer to Section 1.38 of the General Terms and Conditions for further information and guidance on how to comply with this ordinance.

2.37.c) PERFORMANCE BOND

Within ten (10) working days following notice of award by the City, the Successful Bidder shall furnish to the City of Miami, a Performance Bond in the total amount of the Cost to the City for the period of the contract (to be determined at the time of award). The Performance Bond can be in the form of a Cashier's Check, made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

2.37.d) LOCAL PREFERENCE

Attachment G - Local Office Preference applies to Group 2, Non-Federally Funded Projects.



3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE IN THE LINE ITEM LISTED IN THE ACTUAL IFB WHEN SUBMITTING VIA HARDCOPY RESPONSE. BIDDERS SHALL SUBMIT THEIR BID PRICES UTILIZING ONE OR BOTH TABS ON ATTACHMENT H - BID PRICE SHEET.

INTRODUCTION

The City of Miami, herein referred to as the City, is soliciting response from experienced firms to provide pavement resurfacing and roadway repair services throughout the City. The Bidder must bid on all items to be considered for award of this solicitation.

SERVICES COVERED

The Successful Bidder shall furnish all labor, machinery, tools, modes of transportation, debris disposal, supplies, equipment, materials, water, diesel fuel and services necessary to perform the complete pavement resurfacing and roadway repair services anticipated as work to be performed under this contract. Complete pavement/repair service includes, but is not limited to the following:

1. Milling and resurfacing (includes controlled/variable milling to re-establish roadway longitudinal and cross slopes);
2. Installation of asphalt overlay, chip seal, fog seal, and/or micro-surfacing;
3. Removal and/or replacement of existing asphalt, lime rock, and subgrade;
4. Re-grading/reworking and compaction of lime rock road base and stabilized subgrade;
5. Widening existing streets;
6. Resurfacing of asphaltic pathways (pedestrian, bicycle, etc.);
7. Temporary utility repairs (hot mix asphalt patches);
8. Clearing, grubbing, root removal and excavation of shoulder areas;
9. Asphalt build-up removal;
10. Non-destructive pavement marking removal;
11. Thermoplastic and paint pavement markings (including all standard symbols and FDOT-approved, preformed, thermoplastic green & white bicycle lane markings);
12. Reflective pavement markers (RPMs);
13. Reflective roadway/highway delineators;
14. Repairs, removal, replacement, and extensions of concrete roadway panels, sidewalks, curb and gutter, and pedestrian ADA ramps; and
15. Adjustments to or minor repairs of utility structure manhole tops, inlet frames/grates, valve boxes, etc. within the public right-of-way.

ASSIGNMENT OF WORK

Work will be assigned to the Successful Bidder through the issuance of a work order or “task order” as written and

approved by the Department of Resilience and Public Works (RPW) and agreed upon by the Successful Bidder. Each task order will clearly define the limits and scope of work along with a required timeline for starting and completing work under that task order. Work shall be completed within the agreed-upon timeframe under each task order to avoid incurring liquidated damages or being defaulted. Task orders may or may not be accompanied by a set of engineered construction drawings; as such, the Successful Bidder may be required to work with RPW staff to fully define a task order's scope and may have to adjust their work in the field during construction, as directed by RPW staff.

REGULATIONS

The Successful Bidder shall be familiar with and follow all City of Miami RPW Design and Construction Standards, City Codes and RPW Bulletins, as well as Miami-Dade County Department of Transportation and Public Works and the State of Florida Department of Transportation standards for roadway design, construction, and permitting.

All contractors are required to follow City, County, and State requirements for pollution prevention – including submission of SWPP Plans and installation and maintenance of stormwater system protective BMPs for each project/task order. 10% retainage will be withheld on partial payments for each task order, until all work is inspected and accepted as complete by RPW Project Manager.

PERMITS

The Successful Bidder shall submit for and obtain all required local, state, and federal permits, as applicable, (e.g. Excavation, Special Events/Police, Right-of-Way Closures, NPDES, etc.) prior to mobilizing and beginning construction activities on any assigned work orders/task orders.

OVERTIME WORK HOURS

For the purpose of this contract, overtime work hours are defined as:

1. Monday thru Saturday – 6pm to 8am.
2. Sunday – at any time during the day or night.
3. City observed holidays at anytime during the day or night.

Successful Bidder(s) shall only work overtime hours, per the permitting requirements or as directed by the City. Typically, the services being conducted during these hours are milling, paving, striping, and minor concrete curb/sidewalk work.

ATTACHMENT A

INSURANCE ADDENDUM INSURANCE DEFINITIONS, REQUIREMENTS AND CONDITIONS

The VENDOR/CONTRACTOR agrees to provide and maintain throughout the life of this contract and at Vendor/Contractor's expense insurance coverage outlined herewith as applicable insuring all operations related to the contract and any extensions thereof.

Workers Compensation and Employers Liability

Statutory and subject to the Laws of the State of Florida. This coverage protects against lawsuits stemming from workplace accidents. It provides for medical care to injured employees, along with compensation for lost income.

Commercial General Liability

It protects against accidents and injuries that occur on company property or the property of a customer. It compensates an injured person or owner of property for injuries and property damages, and the cost of defending lawsuits, including legal settlements or investigations. This policy also covers claims resulting from products exposures, libel, slander, copyright infringement and other personal and advertisement injuries.

Commercial Automobile Liability

It protects against liability, no fault, medical payments, uninsured and underinsured motorists claims, collision and other than collision physical damage. In addition, this policy affords coverage on autos that are hired or borrowed or non-owned for use in the business. The non-owned can be autos owned by employees or members of their households.

Non Owned Auto exposures can be endorsed or added under the Commercial General Liability Policy.

Professional/Errors and Omissions Liability

Used by many professionals such as engineers, lawyers, accountants, stock brokers, financial advisers, insurance agents, court reports, dentists, nurses and teachers. It protects against the financial effects of liability lawsuits filed by clients. It basically protects professionals who cause harm to a client due to incompetence, errors or negligence.

Umbrella Liability

It protects against liability and losses after primary insurance benefits have been exhausted. This supplemental coverage kicks in only after the underlined liability policies have paid their maximum benefits.

Environmental Liability

It protects against the financial costs of claims of injury or damage due to pollution, and other costs of cleaning up pollutants. These policies are designed to cover both property and liability risks.

Directors and Officers Liability

This coverage protects against claims from stockholders, employees and clients that are also aimed individually at directors and officers. These claims typically stem from errors in judgement, breaches of duty and wrongful acts in connection with company business.

Cyber Liability

It protects against costs of the theft, destruction or unauthorized use of electronic data through computer viruses or network intrusions. It also adds protection to a business against such costs if a business fails to safeguard another party's electronic data. Companies sharing data outside their internal network benefit from this coverage

Commercial Property

It protects against claims or damages to the insured's buildings, business personal property and personal property of others. It can also provide for loss of business income coverage or extra expenses incurred because of physical loss by a covered peril to the insured's property.

Commercial Crime

It protects against loss of money, securities and other property because of a variety of criminal acts such as employee theft or embezzlement, burglary, robbery, forgery, computer fraud, kidnapping and extortion. Crime insurance also covers money and securities against damage or destruction by almost any cause of loss, not just crime.

Builders Risk

It protects against damage to or destruction of buildings or other structures during their construction. Any party with a financial interest in a construction, remodeling, or repair project benefits from this coverage.

Surety Bonds

Surety bonds are three party contracts. The principal, the party that undertakes the obligation, pays for the issuance of a bond by a surety company. The bond provides capital to guarantee the obligation will be performed. The obligee is the party that receives the benefit of the bond If the obligation is improperly performed.

Valuable Papers

It pays for the cost to reconstruct damaged or destroyed valuable papers and records. Typically is defined to include almost all forms of printed documents or records with the exception of money or securities, and data and media which is usually excluded.

Additional Requirements

The Vendor/Contractor must furnish the City of Miami, Department of Procurement, and Risk Management located at 444 S.W. 2nd Avenue Miami, Florida 33130, original Certificates of insurance to be in force on the date of this Contract, and Renewal Certificates of insurance thereafter. All policies indicated on the certificate must be in compliance with all Contract requirements. The failure of the City

to obtain the applicable or corresponding certificates from Contractor is not a waiver by the City of any requirements for the Vendor/Contractor.

The Vendor/Contractor must furnish Certificates insurance listing the City of Miami as an additional insured. All insurance certificates must be signed, dated and reference the City contract number.

The insurance must provide for sixty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Vendor/Contractor. The Vendor/Contractor further agrees to have insurers waive their rights of subrogation against the City of Miami, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Vendor/Contractor in no way limit the Vendor/Contractor's liabilities and responsibilities specified within the Contract or law.

Any insurance or self-insurance programs maintained by the City of Miami shall not contribute with insurance provided by the Vendor/Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If the Vendor/Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or Limited Liability Company and each of its separate constituent entities as named insureds.

The Vendor/Contractor must require all subcontractors to provide the insurance required herein. All subcontractors are subject to the same insurance requirements of the Vendor/Contractor unless otherwise specified in this Contract.

If the Vendor/Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. Notwithstanding any provision in the Contract to the contrary, the City of Miami Risk Management Department maintains and reserves the right to modify, delete, alter or change these requirements.

I

Attachment B: Reference Submittal Form IFB 1115382 – Pavement Resurfacing Services

FIRM NAME: _____

Reference Section 2.14	Summarized Requirements: Refer to the details in Section 2 Special Conditions to verify that the information provided will suffice as proof of meeting the requirements of this solicitation.
	Past Performance Reference Check #1
	Company/Organization Name: _____
	Address: _____
	Contact Person: _____
	Contact Phone Number and Email: _____
	Date of Contract or Sale: _____
	Prime or Subcontractor: _____
	Other (Description of Service, Total dollar value of Contract, etc.): _____
	Past Performance Reference Check #2
	Company/Organization Name: _____
	Address: _____
	Contact Person: _____
	Contact Phone Number and Email: _____
	Contact E-mail (if applicable): _____
	Date of Contract or Sale: _____
	Prime or Subcontractor: _____
	Other (Description of Service, Total dollar value of Contract, etc.): _____
	Past Performance Reference Check #3
	Company/Organization Name: _____
	Address: _____
	Contact Person: _____
	Contact Phone Number and Email: _____
	Contact E-mail (if applicable): _____
	Date of Contract or Sale: _____
	Prime or Subcontractor: _____
	Other (Description of Service, Total dollar value of Contract, etc.): _____

POLICY NUMBER:**APM- 2-19**

DATE:

March 26, 2019

ISSUED BY:

Emilio T. Gonzalez, Ph.D.
City Manager/Designee**SIGNATURE****CITY OF MIAMI****ADMINISTRATIVE
POLICY****REVISED
SECTION**
Created**REVISIONS****DATE OF
REVISION**
3/26/19

SUBJECT: ELIMINATING THE PROCESS OF CURING IRREGULARITIES IN DOCUMENTS SUBMITTED IN RESPONSE TO REQUEST FOR QUALIFICATIONS (RFQ), REQUEST FOR PROPOSALS (RFP), REQUESTS FOR LETTERS OF INTEREST (RFLI), INVITATION FOR BIDS (IFB), INVITATION TO BID (ITB), INVITATION TO QUOTE (ITQ), AND REQUEST FOR SPONSORSHIP (RFS) EFFECTIVE MAY 6, 2019

PURPOSE:

To improve the procurement solicitation process in order to provide internal and external customers with a more efficient and effective procurement of goods and services for the City of Miami. This APM establishes guidelines that eliminate the process of curing irregularities in proposals and bids submitted in response to RFQs, RFPs, RFLI's IFBs, ITBs, ITQs and RFS.

BACKGROUND:

Currently, the Department of Procurement ("Procurement") allows Proposers and Bidders to cure certain deficiencies, deviations, irregularities, omissions, and/or technicalities in proposals and bids submitted to the City in response to RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS.

In collaboration with the Department of Innovation and Technology ("DoIt"), Procurement has identified the process of curing as the cause of significant delays in formal solicitation process. When proposals and bids require a cure, Procurement sends out a "Notice to Cure" to Proposers and Bidders who are then given additional time to correct, complete, and re-submit the required documents. The process of curing is time intensive and delays the procurement of necessary goods and services for the City; it prolongs the due diligence review period and it stalls and delays the evaluation and selection process, resulting in the extension of time between the issuance of an RFP, RFQ, RFLI, IFB, ITB, ITQ, or RFS solicitation and its award date.

Eliminating the process of curing will streamline and improve the overall procurement solicitation process while making it more efficient by removing a source of delay, and more effective by concentrating due diligence reviews only on complete and responsive proposals and bids. Additionally, it is not a common procurement industry practice to allow cures. Other local public agencies such as Miami-Dade County and the Miami-Dade County Public School System do not presently allow cures in such similar instances.

GUIDELINES:

Procurement will only review and evaluate proposals and bids that have been deemed responsive. **Responsive bids and proposals responses are defined by our Procurement Code.¹** Prospective Proposers and Bidders should understand that non-responsive proposals or bids will not be reviewed and will be eliminated from the evaluation and selection process.

The City will not consider the curing of any proposal or bid that fail to meet the minimum qualifications or submission requirements of an RFQ, RFP, RFLI, IFB, ITB, ITQ, or RFS as applicable. Material deficiencies, deviations, irregularities, omissions, and/or technicalities are not waivable.

Proposals and bids submitted with deficiencies, irregularities, omissions, and/or technicalities that deviate from the minimum qualifications and/or submission requirements for RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS shall result in a non-responsive determination. The following list includes, but is not limited to, proposal and bid deficiencies, deviations, irregularities, omissions, and/or technicalities that shall result in a non-responsive determination for any solicitation issued on or after May 6, 2019:

If a proposal or bid is missing forms, or contains unnotarized forms, unsigned forms, incorrect forms, or forms signed by any individual, other than the Proposer or Bidder, Proposer's or Bidder's team members, and/or individuals attesting to the stated project experience, the Proposer or Bidder **will not** be given time to cure the proposal or bid, and the City shall deem such proposal or bid non-responsive. The City, at its sole discretion, reserves the right to waive minor deviations not listed above. Such minor deficiencies, deviations, irregularities, omissions, or technicalities may be timely cured by the Proposer or Bidder, at the sole discretion of the City. Material (i.e. substantial or notable) deficiencies, deviations, irregularities, omissions, or technical issues cannot be cured by the Proposer or Bidder and are not waivable by the City.

For illustrative guidance please see below an excerpt from State of Florida procurement instructions which discuss the difference in plain language between material and minor variances.

Responsive bidder, proposer, offeror, or respondent means a business which has submitted a bid, offer, proposal, quotation or response which conforms in all material respects to the solicitation. Sec. 18-73, City Code.

(Excerpt from 2012 WL 1155290 (Fla.Div.Admin.Hrgs.))

Mandatory Responsiveness Requirements: Terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. The responsiveness requirements are **mandatory**. Failure to meet the responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be evaluated.

1.15 Material Deviations: The Department has established certain requirements with respect to proposals to be submitted by Proposers. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where any **deviation** therefore is not **material**. A **deviation** is **material** if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. **Material deviations** cannot be waived and shall be the basis for rejection of a response. Because this is an RFP, the Department will apply this definition liberally in reviewing responses in regard to service delivery.

1.16 Minor Irregularity: A variation from the RFP terms and conditions which does not affect the price proposed or gives the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.

ATTACHMENT D

Title: PAVEMENT RESURFACING

IFB No.: 1115382

List of Subcontractors

Completion of Form

to be updated after award of the Contract as additional Subcontractors are added or changed. Submit additional pages as necessary.

Name of Firm	Address	Scope of Work	Licenses	Value of Work	% of Work

Note:

1. The work performed by Subcontractor(s) listed cannot equal more than fifteen percent (15%) of the total work for the Contract.
2. The foregoing list of Subcontractors may not be amended after award of the Contract without the prior written approval of the City's Project Manager identified in the Solicitation, whose approval will not be unreasonably withheld.

Name of Proposer: _____

Date: _____

Name of Individual Completing Form: _____

Signature: _____

"General Decision Number: FL20200178 01/03/2020

Superseded General Decision Number: FL20190178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* ELEC0349-002 09/02/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 35.36	12.77

SUFL2013-039 08/19/2013		

	Rates	Fringes
CARPENTER.....	\$ 17.84	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 15.49	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.07	0.00
HIGHWAY/PARKING LOT STRIPING:		

Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Spray Nozzlemans).....	\$ 11.16	0.00
INSTALLER - GUARDRAIL.....	\$ 13.43	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 18.43	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 11.59	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.31	0.00
LABORER: Common or General.....	\$ 10.69	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 15.02	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.24	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 15.29	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.01	0.00
OPERATOR: Bulldozer.....	\$ 16.77	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 14.43	0.00
OPERATOR: Crane.....	\$ 22.46	0.00
OPERATOR: Curb Machine.....	\$ 20.74	0.00
OPERATOR: Distributor.....	\$ 13.29	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00

OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 20.22	3.85
OPERATOR: Loader.....	\$ 15.53	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 14.67	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.61	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45	0.00
OPERATOR: Roller.....	\$ 13.67	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.15	0.00
OPERATOR: Tractor.....	\$ 12.19	0.00
OPERATOR: Trencher.....	\$ 14.74	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 12.96	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 19.07	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 12.19	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.07	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.17	1.60

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his/her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officers or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form, LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that ll subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31, U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor/Contractor's Authorized Official

Name and Title of Contractor/Contractor's Authorized Official

Date: _____



CITY OF MIAMI LOCAL OFFICE CERTIFICATION

(City Code, Chapter 18, Article III, Section 18-73)

Solicitation Type and Number: _____ (i.e. IFQ/IFB/RFP/RFQ/RFLI No. 123456)

Solicitation Title: _____

_____ (Bidder/Proposer) hereby certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Local office means a business within the city which meets all of the following criteria:

(1) Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the city, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the city;

(2) If the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve (12) months, been in effect for no less than the twelve (12) months immediately preceding the date bids or proposals were received, and be available for review and approval by the chief procurement officer or its designee; for recently-executed leases that have been in effect for any period less than the twelve (12) months immediately preceding the date bids or proposals were received, a prior fully-executed lease within the corporate limits of the city that documents, in writing, continuous business residence within the corporate limits of the city for a term of no less than the twelve (12) months immediately preceding the date bids or proposals were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the chief procurement officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the chief procurement officer or its designee;

(3) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, a current business tax receipt issued by both the city and Miami-Dade County, if applicable; and

(4) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, any license or certificate of competency and certificate of use required by either the city or Miami-Dade County that authorizes the performance of said business operations; and

(5) Has certified in writing its compliance with the foregoing at the time of submitting its bid or proposal to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or proposal.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Bidder/Proposer Local Office Address: _____

Does Bidder/Proposer conduct verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week?	☐ YES ☐ NO
If Bidder/Proposer's Local Office tenancy is pursuant to a lease, has Bidder/Proposer enclosed a copy of the lease?	☐ YES ☐ NO ☐ N/A
Has Bidder/Proposer enclosed a copy of the Business Tax Receipt (BTR) issued by the City of Miami and Miami-Dade County?	City of Miami: ☐ YES ☐ NO ☐ Exempt Cite Exemption: _____ _____ Miami-Dade County: ☒ YES ☒ NO ☐ Exempt Cite Exemption: _____ _____
Has Bidder/Proposer enclosed a copy of the license, certificate of competency and certificate of use that authorizes the performance of Bidder/Proposer's business operations?	☐ YES ☐ NO

Bidder/Proposer's signature below certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Print Name (Bidder/Proposer Authorized Representative)

Signature

Date

STATE OF FLORIDA
COUNTY OF _____

Certified to and subscribed before me this _____ day of _____, 20_____, by
_____.

(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: October 23, 2020

FROM: *Yadissa A. Calderon for*
Annie Perez, CPPO, Director
Department of Procurement

SUBJECT: Recommendation of Award for
Pavement Resurfacing Services

REFERENCES: Invitation for Bid ("IFB")
No. 1115382

ENCLOSURES: Bid Tabulation

RECOMMENDATION:

Based on the findings below, the Department of Procurement ("Procurement") hereby recommends award of IFB No. 1115382 to H&R Paving, Inc. ("H&R Paving") the apparent responsive and responsible Bidder, for the provision of pavement resurfacing services for the Department of Resilience and Public Works ("Public Works"), on an as needed basis. The awarded vendor, contract terms, and amount are shown below.

Contract Number/Title: IFB No. 1115382, Pavement Resurfacing Services

Contract Amount: The estimated contract amount is approximately \$200,181.50 annually for Group 1 – Non-Federally Funded Projects and \$200,186.48 annually for Group – 2 Federally Funded Projects (approximately \$1,401,270.50 for Group 1; and \$1,401,305.36 for Group 2 for all seven (7) years).

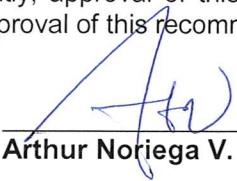
Contract Term: Initial term for a period of three (3) years, with the option to renew for two (2) additional two (2) year periods.

Recommended Vendors: H&R Paving, Inc.

BACKGROUND:

On September 11, 2020, Procurement on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, under full and open competition. On October 9, 2020 at bid closing three (3) bids were received. The bids were evaluated and tabulated following the guidelines published in the bid. Two (2) bids were found to be non-responsive. H&R was the responsive and responsible Bidder.

Consequently, approval of this recommendation to award is requested. Your signature below will indicate approval of this recommendation.

Approved: 
Arthur Noriega V. City Manager

Date: 10/29/20

AP:tg

c:

Nzeribe Ihekweba, Ph.D, P.E., Assistant City Manager, Chief of Infrastructure
Juvenal Santana, P.E., Director, Public Works
Yadissa A. Calderon, CPPB, Assistant Director, Procurement

GROUP 1 - NON-FEDERALLY FUNDED PROJECTS				H&R Paving		
Line Item	Item Description	Unit	Quantity	Unit Cost	BAFO	Total
1	MOBILIZATION, ROADWAY COMPLETE - Mobilization cost for task orders consisting of complete roadway/right-of-way work. Typically consists of many, multiple line items of work and may include all trades required to execute all line items of work within this contract. Most "Roadway Complete" task orders will mainly consist of milling & resurfacing/overlay/etc. with striping, utility adjustments, curb & gutter, minor sidewalk and swale work, and ADA ramps (1 mobilization per task order).	LS	1	\$ 5,000.00	N/A	\$ 5,000.00
2	MOBILIZATION, ASPHALT - Mobilization cost for task orders mainly consisting of milling & resurfacing/overlay/etc. with associated utility adjustments and striping work only (1 mobilization per task order).	LS	1	\$ 1.00	N/A	\$ 1.00
3	MOBILIZATION, PATCHING - Mobilization cost for task orders mainly consisting of utility trench and/or pothole patching requests and/or requests for roadway base soil condition investigations (1 mobilization per task order - 1 block of trench or 10 potholes per task order typ.).	LS	1	\$ 1.00	N/A	\$ 1.00
4	MOBILIZATION, SIDEWALKS/CURBING - Mobilization cost for task orders mainly consisting of concrete sidewalks, ADA ramps, and/or curb & gutter work only, includes associated minor asphalt patching where necessary (1 mobilization per task order).	LS	1	\$ 1,500.00	N/A	\$ 1,500.00
5	MOBILIZATION, STRIPING - Mobilization cost for task orders mainly consisting of paint/thermoplastic striping, messages, symbols, and/or bike/bus lane coating work only (1 mobilization per task order).	LS	1	\$ 300.00	N/A	\$ 300.00
6	MOBILIZATION, ASPHALT STAMPING/PAINTING - Mobilization cost for task orders mainly consisting of thermal stamping and/or colorized coating of specialty asphalt treatment areas (1 mobilization per task order).	LS	1	\$ 1.00	N/A	\$ 1.00
7	RE-MOBILIZATION - For use only if paving equipment and/or sidewalk/concrete crews already demobilized from site, to address additional milling & resurfacing and/or ADA ramps as requested by Public Works Staff (1 mobilization per task order amendment).	LS	1	\$ 1.00	N/A	\$ 1.00
8	NIGHTTIME/SUNDAY WORK ADD-ON - This is a lump sum, cost-per-day, add-on, to be paid when a contractor is required to work, per permitting requirements or as directed by Public Works Staff, on Sundays or at night. This pay item is to help compensate for increased costs associated with overtime labor and enhanced MOT requirements in order to carry out work during non-standard working hours. Typical work being conducted under this add-on will mainly consist of milling, paving, striping, and minor	EA/DAY	1	\$ 5,000.00	N/A	\$ 5,000.00
9	ROADWAY BASE SOIL ASSESSMENT, CONDITION A - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found suitable to the City of Miami's Public Works Staff, clean loose material, recompact, and replace removed asphalt with Type SP-9.5 hot mix asphaltic concrete up to the level of the surrounding surface.	SF	1	\$ 3.00	N/A	\$ 3.00
10	ROADWAY BASE SOIL ASSESSMENT, CONDITION B - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found unsuitable to the City of Miami's Public Works Staff, remove base material and replace with a minimum of 8" of compacted limerock (LBR 100) and 2" of Type SP-9.5 hot mix asphaltic concrete, or 6" of SP-9.5 hot mix asphaltic concrete, up to the level of the surrounding surface.	SF	1	\$ 3.00	N/A	\$ 3.00
11	BARRICADES CONES/DRUMS - Temporary, the first 50 cones and/or drums are considered incidental to all required work under each task order and not compensated for, drums incl. lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45
12	BARRICADES TYPE II - Temporary, 2'-3', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45

13	BARRICADES TYPE III - Temporary, 6'-8', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45
14	WORK ZONE SIGNAGE - Includes all message and detour signage required per approved MOT plans, the first 10 signs are considered incidental to all required work under each task order and not compensated for, includes installation, maintenance, and removal.	EA/DAY	1	\$ 100.00	N/A	\$ 100.00
15	FLASHING ARROW BOARD - Temporary, multi-mode, includes installation, maintenance, and removal.	EA/DAY	1	\$ 10.00	N/A	\$ 10.00
16	VARIABLE MESSAGE SIGN (VMS) - Message text to be as approved by City Staff or as required by FDOT and County permitting, includes installation, maintenance, and removal.	EA/DAY	1	\$ 25.00	N/A	\$ 25.00
17	RE-GRADE EXISTING SWALE - Includes removal and disposal of excess material if necessary.	SY	1	\$ 50.00	N/A	\$ 50.00
18	BAHIA GRASS SOD - Includes watering for establishment period.	SF	1	\$ 5.00	N/A	\$ 5.00
19	ST AUGUSTINE FLORATAM GRASS SOD - Includes watering for establishment period.	SF	1	\$ 5.00	N/A	\$ 5.00
20	ASPHALT REMOVAL 0-2" - Removal and disposal of asphalt averaging 2" thick or less, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
21	ASPHALT REMOVAL 2"-4" - Removal and disposal of asphalt averaging over 2" up to 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
22	ASPHALT REMOVAL >4" - Removal and disposal of asphalt over 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
23	CONCRETE REMOVAL 0-6" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging 6" thick or less, includes sawcutting edges of existing pad/sidewalk/road section to remain.	SF	1	\$ 2.79	N/A	\$ 2.79
24	CONCRETE REMOVAL 6"-12" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging over 6" up to 12" thick, includes sawcutting edges of existing pad/sidewalk/road section to	SF	1	\$ 5.00	N/A	\$ 5.00
25	EXCAVATION - Excavation and removal of excess soils as shown on design plans or directed by Public Works Staff.	CY	1	\$ 30.00	N/A	\$ 30.00
26	STABILIZED SUBGRADE - F&I Type "B" stabilized backfill to the thickness shown on design plans or directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 40 min. - compaction and testing required and included).	CY	1	\$ 20.00	N/A	\$ 20.00
27	LIMEROCK BASE - F&I limerock base course to the thickness shown on design plans or as directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 100 - compaction and testing required and included).	CY	1	\$ 30.00	N/A	\$ 30.00
28	MILL AND DISPOSE EXISTING ASPHALT - 1" average thickness, includes sawcutting edges of existing asphalt surfaces to remain.	SY	1	\$ 5.00	N/A	\$ 5.00
29	MILL AND DISPOSE EXISTING ASPHALT, ADD-ON - Additive pricing for each 1/4" of additional thickness of milling (to be used when milling more than 1" average thickness).	SY	1	\$ 1.00	N/A	\$ 1.00
30	1" SUPERPAVE ASPHALT, TYPE SP-9.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 7.00	N/A	\$ 7.00
31	1.5" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 10.41	N/A	\$ 10.41
32	2" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 14.00	N/A	\$ 14.00
33	1" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 8.00	N/A	\$ 8.00
34	1.5" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 12.00	N/A	\$ 12.00
35	2" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 16.00	N/A	\$ 16.00

36	POTHOLE REPAIRS - Placement of crushed and compacted limerock and hot mix asphalt to patch potholes, 10 sq.ft. max surface area, and no deeper than 1.5' deep (asphalt to be a minimum of 2" thick, Type SP-9.5, compacted hot mix).	SF	1	\$ 5.00	N/A	\$ 5.00
37	CRACK SEAL - Sealing of asphalt roadway cracks less than 2" wide by application of a bituminous asphalt sealant specifically designed for crack sealing.	LF	1	\$ 5.00	N/A	\$ 5.00
38	UTILITY ADJUSTMENT, STORMWATER INLET - Raise or lower stormwater inlet frame and grate, includes brick and concrete mortar as necessary.	EA	1	\$ 250.00	N/A	\$ 250.00
39	UTILITY ADJUSTMENT, MANHOLE - Raise or lower utility manhole frame/rim and cover, includes brick and concrete mortar as necessary.	EA	1	\$ 500.00	N/A	\$ 500.00
40	UTILITY ADJUSTMENT, VALVE BOX - Raise or lower utility valve boxes, includes flowable fill or cast-in-place concrete ring as necessary.	EA	1	\$ 300.00	N/A	\$ 300.00
41	REMOVE/DISPOSE/REPLACE DAMAGED MANHOLE/INLET FRAME, MD-COUNTY - Removal and disposal of damaged drainage inlet frame and grate or utility manhole frame and lid, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-	EA	1	\$ 500.00	N/A	\$ 500.00
42	REMOVE/DISPOSE/REPLACE DAMAGED VALVE COVER, MD-COUNTY - Removal and disposal of damaged water or sewer valve box, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-installation.	EA	1	\$ 500.00	N/A	\$ 500.00
43	REPAIR CONCRETE MANHOLE/INLET - Repair of damaged concrete utility manhole or drainage inlet	EA	1	\$ 1,000.00	N/A	\$ 1,000.00
44	CONCRETE CURB AND GUTTER REMOVAL - Removal and disposal of all types of existing concrete curbing and curb & gutter (existing limerock pad to remain if new curbing is being installed).	LF	1	\$ 15.00	N/A	\$ 15.00
45	CONCRETE CURB, NON-REINFORCED - Type "B," "D," "A," and all other standard curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
46	CONCRETE CURB, REINFORCED - Steel reinforced Type "B," "D," "A," and all other standard reinforced curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
47	CONCRETE CURB AND GUTTER, NON-REINFORCED - Type "F," "E," "RA," and all other standard types of curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
48	CONCRETE CURB AND GUTTER, REINFORCED - Steel reinforced Type "F," "E," "RA," and all other standard types of reinforced curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
49	CONCRETE DROP CURB OR VALLEY GUTTER, NON-REINFORCED - Non-steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
50	CONCRETE DROP CURB OR VALLEY GUTTER, REINFORCED - Steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
51	LIMEROCK CURB AND GUTTER PAD - Installation and compaction of limerock base for all types of curbing and curb & gutter, to be installed per City Standards and paid by linear foot of new curbing being installed on top (to be used ONLY under new curbing where existing curbing did not previously exist).	LF	1	\$ 8.00	N/A	\$ 8.00
52	6" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min. concrete sidewalks, driveway pads, and pedestrian ramps (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1	\$ 6.60	N/A	\$ 6.60
53	8"-12" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1	\$ 10.00	N/A	\$ 10.00

54	HIGH STRENGTH CONCRETE DRIVEWAY PAD OR ROADWAY SEGMENT PATCH - 5,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the area of construction, and general compaction/tamping of in-situ soils, as necessary).	CY	1	\$ 200.00	N/A	\$ 200.00
55	REMOVE, STORE, AND RESET PAVERS - Removal and resetting of existing sidewalk, driveway, or roadway pavers. Includes regrading and compacting of rock sub-base, reinstalling sand setting/leveling base, resetting pavers to match existing patterns, and sand-filling of joints. Pavers broken during construction to be replaced, in-kind, at contractors expense.	SF	1	\$ 10.00	N/A	\$ 10.00
56	DETECTABLE WARNINGS - Truncated ADA tactile domes for ADA pedestrian ramps (Armor Tile - Cast In Place or approved equal)	SF	1	\$ 50.00	\$ 45.00	\$ 45.00
57	ROADSIDE SIGNS, SINGLE POST - Typical/common traffic signage (e.g. stop, street name, yield, do not enter, one way, etc.), includes post and sign per Miami-Dade County Standards (signage surface area less than 12 SF total per assembly).	AS	1	\$ 360.00	N/A	\$ 360.00
58	ROADSIDE SIGNS, SIGN ONLY - F&I new traffic signage on existing sign post (e.g. stop, street name, yield, do not enter, one way, etc.), includes removal and disposal of old sign(s) if necessary (signage surface area less than 12 SF total per assembly).	AS	1	\$ 180.00	N/A	\$ 180.00
59	RELOCATE/RESET EXISTING POST AND SIGN - Remove and relocate, or reset leaning, existing traffic signage, single post.	EA	1	\$ 240.00	N/A	\$ 240.00
60	ROADWAY/HIGHWAY DELINEATOR - 36"-48" High, reflective delineators as approved by FDOT.	EA	1	\$ 72.00	N/A	\$ 72.00
61	REFLECTIVE PAVEMENT MARKERS (RPMs) - Class B, mono or bi-directional, all colors.	EA	1	\$ 4.20	N/A	\$ 4.20
62	PAVEMENT MARKING REMOVAL - Non-destructive micro-planing, grinding, or other approved methods, as directed by Public Works Staff (paid by LF of actual stripe removal, regardless of width of existing	LF	1	\$ 1.20	N/A	\$ 1.20
63	THERMOPLASTIC PAVEMENT MESSAGES - Reflective "ONLY," "MERGE," "SCHOOL," "RxR," etc. roadway messages, per FDOT or Miami-Dade Standards (includes temporary paint messages when necessary).	EA	1	\$ 216.00	N/A	\$ 216.00
64	THERMOPLASTIC DIRECTIONAL ARROWS - Reflective arrow symbols per FDOT or Miami-Dade Standards (includes temporary paint symbols when necessary).	EA	1	\$ 96.00	N/A	\$ 96.00
65	THERMOPLASTIC BIKE LANE MARKINGS - Sharrows and bike symbols with arrows, with or without green high-emphasis background, as directed by Public Works Staff and approved by FDOT and Miami-Dade	EA	1	\$ 360.00	N/A	\$ 360.00
66	GREEN BIKE LANE COATINGS - Installation of green asphalt coatings for designated bike lanes as directed by Public Works Staff and approved by the FDOT through the FHWA.	SY	1	\$ 144.00	N/A	\$ 144.00
67	RED BUS LANE COATINGS - Installation of red asphalt coatings for County-designated Bus Lanes, as directed by Public Works Staff and approved by Miami-Dade County.	SY	1	\$ 144.00	N/A	\$ 144.00
68	SOLID SINGLE 6" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
69	SOLID DOUBLE 6" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 4.80	N/A	\$ 4.80

70	SOLID SINGLE 8" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 1.20	N/A	\$ 1.20
71	SOLID DOUBLE 8" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 1.20	N/A	\$ 1.20
72	SOLID SINGLE 12" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 3.60	N/A	\$ 3.60
73	SOLID SINGLE 18" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 4.80	N/A	\$ 4.80
74	SOLID SINGLE 24" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 6.00	N/A	\$ 6.00
75	THERMOPLASTIC GUIDELINES - 2'-4', 6'-10', or 3'-9' dotted, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
76	THERMOPLASTIC 10'-30' SKIP LINES - 6" yellow or white, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
77	PATTERNED ASPHALT STAMPING - Heat-applied, wire rope cable stamping of new or existing asphalt, pattern to match existing or per design drawings (materials, methods, and certifications to be "StreetPrint" by GAF or approved equal).	SF	1	\$ 20.00	N/A	\$ 20.00
78	STAMPED ASPHALT PAINTING - Multi-layered, heat island reducing, non-slip, traffic-rated colored coating to be installed to match existing color patterns or per design drawings (materials, methods, and certifications to be "StreetBond" by GAF or approved equal).	SF	1	\$ 30.00	N/A	\$ 30.00
79	DESIGN, PERMIT, INSTALL RAPID FLASHING BEACON - All materials and labor required to design, permit, and install a complete rapid flashing pedestrian warning beacon assembly. City will provide basis-of-design sample drawings from previous installations (County permitting fees included).	EA	1	#####	N/A	\$ 30,000.00
80	REPLACE TRAFFIC LOOP - Remove and replace existing traffic loops when repaving intersections if existing loop is damaged or if directed by Miami-Dade County (County permitting fees included).	EA	1	\$ 2,500.00	N/A	\$ 2,500.00
81	Special Provision 1 = Contingency Allowance - Unforeseen Conditions					\$50,000
82	Special Provision 2 = Contingency Allowance - Off Duty Police Traffic Control					\$100,000
Total Cost including Contingency Allowance						\$ 200,176.35

Director's Approval: _____

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: November 23, 2020

FROM: Annie Perez, CPPO, Director
Department of Procurement



SUBJECT: Recommendation of Award for
Pavement Resurfacing Services

REFERENCES: IFB No. 1115382

ENCLOSURES: Bid Tabulation; Award
Recommendation Dated 10/29/20;
Rescission of Award Memo dated 10/29/20;
Best and Final Offer Letter ("BAFO")

RECOMMENDATION:

Based on the findings below, the Procurement Department ("Procurement") hereby recommends the award of Invitation for Bid ("IFB") No. 1115382 to H&R Paving, Inc. ("H&R Paving") the apparent responsive and responsible Bidder, for the provision of pavement resurfacing services for the Department of Resilience and Public Works ("Public Works"), on an as needed basis. The awarded vendor, contract terms, and amount are shown below.

Contract Number/Title: IFB No. 1115382, Pavement Resurfacing Services

Contract Amount: The estimated contract amount is approximately \$200,176.35 annually for Group 1 – Non-Federally Funded Projects and \$200,181.33 annually for Group – 2 Federally Funded Projects (approximately \$1,401,234.45 and \$1,401,269.31 respectively for all seven (7) years).

Contract Term: Initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods.

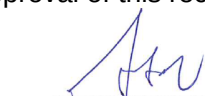
Recommended Vendors: H&R Paving, Inc. ("H&R Paving")

BACKGROUND:

On September 11, 2020, Procurement issued IFB No. 1115382 for the provision of Pavement Resurfacing Services, under full and open competition. On October 9, 2020 at bid closing three (3) bids were received. The bids were evaluated following the guidelines published in the solicitation. Two (2) bids were found to be non-responsive. H&R was the responsive and responsible Bidder. On October 29, 2020, an award was recommended and approved (please see attached), however after further discussion with Public Works, on November 16, 2020, a BAFO letter (please see attached) was issued to H&R to request additional savings on their original bid pricing submittal. H&R returned the BAFO providing a savings of \$36.05 for each group over the course of the contract. Public Works has approved the BAFO.

Consequently, approval of this recommendation to award is requested. Your signature below will indicate approval of this recommendation.

Approved: _____



Arthur Noriega V. City Manager

Date: _____

12/21/20

AP:tg

- c: Fernando Casamayor, Assistant City Manager/Chief Financial Officer
- Nzeribe Ihekwebaba, Ph.D, P.E., Assistant City Manager, Chief of Infrastructure
- Alan Dodd, P.E., Director/Chief Resilience Officer, Resilience and Public Works
- Yadissa A. Calderon, CPPB, Assistant Director, Procurement



AGENDA ITEM SUMMARY FORM

File ID: #8453

Date: 01/07/2021

Requesting Department: Department of Resilience and Public Works

Commission Meeting Date: 03/11/2021

Sponsored By:

District Impacted: All

Type: Resolution

Subject: Accept Bid - H&R Paving, Inc.

Purpose of Item:

The nature of this item is to authorize a resolution of the Miami City Commission, accepting the bid received on October 9, 2020 pursuant to IFB 1115382 from the lowest responsive and responsible bidder, H&R Paving, Inc. ("H&R Paving") for the provision of pavement resurfacing services, on and as-needed basis, for the Department of Resilience and Public Works ("Public Works"), on an as needed basis, for an initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods, allocating funds from Public Works' Account No. 40-B73102E and other funding sources, subject to the availability of funds and budget approval at the time of need; authorizing the City Manager to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Background of Item:

On September 11, 2020, the Department of Procurement ("Procurement"), on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, on an as-needed basis, under full and open competition to obtain the services of an experienced and qualified Bidder for the purpose of providing pavement resurfacing and roadway repair services. On October 9, 2020, three (3) bids were received. Two (2) vendors were deemed non-responsive, Procurement is recommending award to H&R Paving, which met all requirements, per the bid specifications, and is the apparent and responsive and responsible bidder. The estimated contract amount is approximately \$200,176.35 annually for Group 1 - Non-Federally Funded Projects; and \$200,181.33 annually for Group 2 - Federally Funded Projects (approximately \$1,401,234.45 for Group 1 and \$1,401,269.31 for Group 2 for all seven (7) years.

Budget Impact Analysis

Item is an Expenditure
Item has NO budget impact
Item is NOT funded by Bonds

Total Fiscal Impact:

\$200,176.35 annually Group 1; \$200,181.33 annually Group 2; See background notes.
General Account No.: 40-B73102E

Reviewed By

Department of Resilience and Public Works

Review	Completed	01/07/2021 11:34 AM
Office of Management and Budget	Calvin Fifer	
Office of Management and Budget	Leon P Michel	
City Manager's Office	Nzeribe Ihekweba	
City Manager's Office	Arthur Noriega V	
Legislative Division	Valentin J Alvarez	
Office of the City Attorney	Pablo Velez	
Office of the City Attorney	Barnaby L. Min	
Office of the City Attorney	Victoria Méndez	
City Commission	Nicole Ewan	

Juvenal Santana

Budget Analyst Review	
Budget Review	
Assistant City Manager Review	
City Manager Review	
Legislative Division Review	
ACA Review	
Deputy City Attorney Review	
Approved Form and Correctness	
Meeting	

Department Head

Completed	01/13/2021 6:15 PM
Completed	01/15/2021 8:47 PM
Completed	01/18/2021 11:11 AM
Completed	01/18/2021 1:00 PM
Completed	01/20/2021 3:42 PM
Completed	02/24/2021 1:56 PM
Completed	02/24/2021 2:14 PM
Completed	02/24/2021 5:11 PM
Completed	03/11/2021 9:00 AM



City of Miami

Legislation

Resolution

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Enactment Number: R-21-0096

File Number: 8453

Final Action Date: 3/11/2021

A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE BID RECEIVED ON OCTOBER 9, 2020 PURSUANT TO INVITATION FOR BID NO. 1115382 FROM THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, H&R PAVING, INC., A FLORIDA PROFIT CORPORATION, FOR THE PROVISION OF PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES, ON AN AS-NEEDED BASIS, FOR THE CITY OF MIAMI'S DEPARTMENT OF RESILIENCE AND PUBLIC WORKS FOR AN INITIAL TERM OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS; ALLOCATING FUNDS FROM ACCOUNT NO. 40-B73102E AND SUCH OTHER LEGALLY AVAILABLE FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALL ALLOCATIONS, APPROPRIATIONS, PRIOR BUDGETARY APPROVALS, COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CITY CODE"), INCLUDING THE CITY'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN FORMS ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS, AS MAY BE DEEMED NECESSARY FOR SAID PURPOSE.

WHEREAS, the City of Miami's ("City") Department of Resilience and Public Works ("RPW") has a continued need for pavement resurfacing and roadway repair services; and

WHEREAS, on September 11, 2020, pursuant to the City's Procurement Code, on behalf of RPW, the City's Department of Procurement ("Procurement") advertised and issued online Invitation for Bid ("IFB") No. 1115382 for the provision of pavement resurfacing and roadway repair services on an as needed basis; and

WHEREAS, on October 9, 2020, three (3) bids were received in response to this IFB, with the lowest responsive and responsible bid submitted by H&R Paving, Inc., a Florida profit corporation ("H&R Paving");

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

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The bid received on October 9, 2020 pursuant to IFB No. 1115382 from the lowest responsive and responsible Bidder, H&R Paving, for the provision of pavement resurfacing and roadway repair services on an as-needed basis for RPW for an initial term of

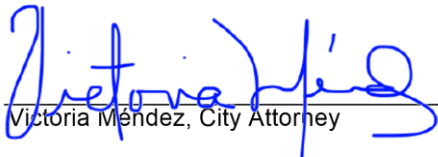
three (3) years with the option to renew for two (2) additional two (2) year periods is hereby accepted.

Section 3. Funds shall be allocated from Account No. 40-B73102E and such other legally available funding sources, subject to the availability of funds and budgetary approval at the time of need.

Section 4. The City Manager is authorized¹ to negotiate and execute any and all other documents, including any amendments, renewals, and extensions, subject to all allocations, appropriations, prior budgetary approvals, compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended ("City Code"), including the City's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in forms acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:


Victoria Méndez, City Attorney 2/24/2021

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable City Charter and City Code provisions.

City of Miami

CONTRACT AWARD

Procurement Department

IFB NO: 1115382(28)
DESCRIPTION: PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT: THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024
COMMODITY CODE: 98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A

Notes: CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Melinda Jeudi
Phone: (305) 416-1784

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912
Email: tgray@miamigov.com

Prepared By: Aimee Gandarilla, 3/22/2021

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION
CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement

City of Miami

CONTRACT AWARD

Procurement Department

AMENDMENT NO. 1

IFB NO: 1115382(28)
DESCRIPTION: PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT: THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024
COMMODITY CODE: 98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A

Notes: Pursuant to Section 2.31, Additions /Deletions of Services/Items/Suppliers, the addition of Solid Marking Tape to the contract. Here is the pricing:

Line Item	Item Description	Unit	Quantity	Unit Cost
83	SOLID MARKING TAPE: Includes all labor, material and equipment to install a 12" white solid stripe marking on concrete surface.	LF	1	\$ 26.25
84	NEW SHIELD SIGNS: furnishing and installation of Shield performed thermoplastic 6'x15', 125 MIL signs	EA	1	\$2,404.50

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Melinda Jeudi
Phone: (305) 416-1784

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912
Email: tgray@miamigov.com

Prepared By: Aimee Gandarilla, 11/1/2021

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www.miamigov.com/procurement

AGENDA ITEM CHEAT SHEET

1. TITLE: IFB 1115382 - PAVEMENT RESURFACING SERVICES

2. TYPE OF CONTRACT (Emergency ratification, SS, Piggyback, IFB, RFP, etc.):

Invitation fo Bid ("IFB")

3. TOTAL FISCAL IMPACT IN THE AGGREGATE:

*\$200,181.50 annually for Group 1 - Non-Federally F

4. SOURCE OF FUNDING:

Parks and Recreation Department ("Parks") and Human Services Department

5. CONTRACT SAVINGS ACHIEVED/REVENUE:

N/A

6. SCOPE OF SERVICES:

This nature of this item is to provide pavement resurfacing and roadway repair services.

7. WHAT IS THE TERM OF THE CONTRACT? (Please include OTR's)

The term of this contract is for an initial three (3) years with two (2), two (2) year options to renew.

8. WHAT IS THE METHOD OF AWARD (Group, Item by Item etc.)?

Award of this contract is made to lowest bidder on a group by group basis with a Primary and Secondary basis.

9. IF CITYWIDE, WHAT ARE THE MOST FREQUENT USER DEPARTMENTS?

Resilience and Public Works

10. NAME OF AWARDEE(S):

H&R Paving, Inc.

11. IS THE AWARDEE THE INCUMBENT?

Yes

12. WHEN DOES THE CURRENT CONTRACT EXPIRE?

AUGUST 13, 2020; Contract on extensions

**13. IS THE PRICING HIGHER, LOWER OR THE SAME AS THE CURRENT CONTRACT?
DESCRIBE PRICE DIFFERENTIAL.**

Approximately the same; federally funded projects are new to the contract - hence pricing.

14. WHAT WAS THE PREVIOUS SPEND ON THE CURRENT CONTRACT?

\$3,765,440.94

**15. HOW MANY BIDDERS/PROPOSERS? IF ONLY ONE BIDDER/PROPOSER, WHAT WERE
THE RESULTS OF THE SURVEY?**

Three (3) Bidders submitted bids.

16. OTHER INFORMATION (Did Local Preference affect the award; was any firm deemed non-responsive; if yes which one(s) and why; was there a BAFO, and any other pertinent information):

There were three (3) Bidders that submitted bids, two (2) were deemed non-responsive, one for not meeting the five (5) year minimum requirement, and the other for not submitting all the documentation stated in the minimum requirements.

*\$200,181.50 annually for Group 1 - Non-Federally Funded Projects and \$200,186.48 annually for Group 2 - Federally Funded Projects (approximately \$1,401,270.50 for Group 1 and \$1,401,305.36 for Group 2 for all seven (7) years.



AGENDA ITEM SUMMARY FORM

FILE ID: _____

Date: 10/26/2020

Requesting Department: RPW

Commission Meeting Date: 3/11/2021

District Impacted: ALL

Type: ☒ Resolution ☐ Ordinance ☐ Emergency Ordinance ☐ Discussion Item ☐ Other _____

Subject: Invitation for Bid ("IFB") No. 1115382 - Pavement Resurfacing Services

Purpose of Item:

The nature of this item is to authorize a resolution of the Miami City Commission, accepting the bid received on October 9, 2020 pursuant to IFB 1115382 from the lowest responsive and responsible bidder, H&R Paving, Inc. ("H&R Paving") for the provision of pavement resurfacing services, on and as-needed basis, for the Department of Resilience and Public Works ("Public Works"), on an as needed basis, for an initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods, allocating funds from Public Works' Account No. 40-B73102E and other funding sources, subject to the availability of funds and budget approval at the time of need; authorizing the City Manager to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Background Information:

On September 11, 2020, the Department of Procurement ("Procurement"), on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, on an as-needed basis, under full and open competition to obtain the services of an experienced and qualified Bidder for the purpose of providing pavement resurfacing and roadway repair services. On October 9, 2020, three (3) bids were received. Two (2) vendors were deemed non-responsive, Procurement is recommending award to H&R Paving, which met all requirements, per the bid specifications, and is the apparent and responsive and responsible bidder. The estimated contract amount is approximately \$200,176.35 annually for Group 1 - Non-Federally Funded Projects; and \$200,181.33 annually for Group 2 - Federally Funded Projects (approximately \$1,401,234.45 for Group 1 and \$1,401,269.31 for Group 2 for all seven (7) years.

Budget Impact Analysis

Does the proposed purchase, legislation, project, or agreement involve a matter for which the Department/Office is requesting payments to occur beyond one (1) year? Please check one: Yes ☐ No ☒ If yes, please describe in writing below the lease, debt, loan, or other financial obligation structure being requested in order to fund/finance your proposed purchase, legislation, project, or agreement: _____

☐ Yes ☒ No Is this item related to revenue?

☒ Yes ☐ No Is this item an expenditure? If so, please identify funding source below.

General Account No.: 40-B73102E

Special Revenue Account No.:

OCI Project No.:

☐ Yes ☒ No Is this Item funded by bonds?

Start Up Capital Cost:

Maintenance Cost:

Total Fiscal Impact:

\$200,176.35 annually Group 1; \$200,181.33 annually Group 2; See background notes.

Does the item require approval from the following departments?

- ☐ Grants
- ☐ Procurement
- ☐ Risk

Final Approvals

(SIGN AND DATE)

Dept. Director _____

**all other approvals will be done through Accela*

..Title

A RESOLUTION OF THE MIAMI CITY COMMISSION, ACCEPTING THE BID RECEIVED ON OCTOBER 9, 2020 PURSUANT TO INVITATION FOR BID ("IFB") 1115382 FROM THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, H&R PAVING, INC. ("H&R PAVING") FOR THE PROVISION OF PAVEMENT RESURFACING SERVICES, ON AN AS-NEEDED BASIS, FOR THE DEPARTMENT OF RESILIENCE AND PUBLIC WORKS ("RPW"), FOR AN INITIAL CONTRACT TERM OF THREE (3) YEARS, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS, ALLOCATING FUNDS FROM ACCOUNT NO. 40-B73102E AND OTHER FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGET APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALLOCATIONS, APPROPRIATIONS AND PRIOR BUDGETARY APPROVALS, AND IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("CITY CODE"), INCLUDING, THE CITY OF MIAMI'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS, AS MAY BE DEEMED NECESSARY FOR SAID PURPOSE.

..Body

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

WHEREAS, RPW has a continued need for pavement resurfacing and roadway repair services, on an as needed basis.; and

WHEREAS, on September 11, 2020, the Department of Procurement ("Procurement") on behalf of RPW, issued IFB No. 1185386, for the provision of pavement resurfacing and roadway repair services, on an as-needed basis. As required by the Procurement Code, the IFB was advertised and issued on-line.

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

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The bid received October 9, 2020 pursuant to IFB 1115382 from, the lowest responsive and responsible Bidder, H&R Paving, for the provision of pavement resurfacing and roadway repair services on an as-needed basis for an initial contract term of three (3) years, with the option to renew for two (2) additional two (2) year periods. allocating funds from RPW's' Account No. 0001.208000.534000.0000.00000 and other funding sources, subject to the availability of funds and budget approval at the time of need, is accepted.

Section 3. he City Manager{1} is authorized to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the City Code, as amended, including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

APPROVED AS TO FORM AND CORRECTNESS:

VICTORIA MÉNDEZ
CITY ATTORNEY

..Footnotes

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} This Resolution shall become effective as specified herein unless vetoed by the Mayor within ten (10) days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission or upon the effective date stated herein, whichever is later.

City of Miami

CONTRACT AWARD

Procurement Department

FIRST RENEWAL

IFB NO: 1115382(28)
DESCRIPTION: PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT: THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024
FIRST RENEWAL: MARCH 22, 2024 THROUGH MARCH 21, 2026
COMMODITY CODE: 98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

JVA Engineering Contractor, Inc.
6600 NW 32nd Avenue
Miami, FL 33147
Contact: Jose Alvarez, President
Ph: (305) 696-7902
Fax: (305) 696-7903
Email: jma@jvaengineering.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A

Notes: **FIRST RENEWAL: MARCH 22, 2024 THROUGH MARCH 21, 2026**

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Victoria Rojas
Phone: (305) 416-1200

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912

Prepared By: Aimee Gandarilla, 1/3/2024

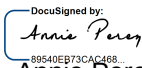
A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION
CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: December 20, 2023

SUBJECT: Invitation for Bid ("IFB") No.
1115382 Pavement Resurfacing
and Roadway Repair Services


FROM: Annie Perez, CPPO
Director of Procurement/Chief Procurement Officer

REFERENCES: First Renewal

Please be advised that IFB No. 115382 Resurfacing and Roadway Repair Services is expiring on March 21, 2024. The Department of Resilience and Public Works has indicated no objection to exercising the first option to renew the existing contract for an additional two (2) year period.

This represents the **First Option to Renew** of said contract. Your signature below will indicate approval of the same. Any questions regarding this contract may be directed to the Department of Procurement at (305) 416-1906.

APPROVED 
Arthur Noriega V
City Manager

c: Charles Alfaro, Assistant Director, Department of Resilience and Public Works
Yadissa A. Calderon, CPPB, Assistant Director, Department of Procurement

PR24038

City of Miami

Department of Procurement

CONTRACT RENEWAL FORM

Date: December 8, 2023

From: Department of Procurement: Annie Perez, Director

To: Department/Division/Office: Department of Resilience and Public Works

Subject: Contract Number: IFB No.1115382

Expiration Date: March 21, 2024

Contract Title: Pavement Resurfacing and Roadway Repair Services

Option to Renew Year: First Renewal

Resolution Number(s): 21-0096

Instructions: Please review and complete the Contract Renewal Form **no later than Thursday, December 14, 2023** and return to Aimee Gandarilla, Procurement Assistant in the Procurement Department, via e-mail at agandarilla@miamigov.com

NOTE: Failure to meet this deadline seriously jeopardizes our ability to renew the contract. Legally, expired contracts will not be renewed.

SUMMARY/DESCRIPTION OF CONTRACT RENEWAL:

Please evaluate the vendor's performance within the current contract term:

Vendor's Name:

Vendor Performance: (Mandatory Field)

☒ H&R Paving, Inc. ☐ (1) Unsatisfactory ☐ (2) Needs Improvement ☒ (3) Satisfactory ☐ (4) Excellent

For performance ratings of **1 (Unsatisfactory)**, and/or **2 (Needs Improvement)**, Department **must** fill out a Vendor Performance Form found at <http://citynet/procurement/index.asp>. Fill out both forms (Contract Renewal Form and Vendor Performance Form, if necessary) in their entirety, and return to Mrs. Gandarilla via e-mail for further processing.

For performance ratings of **3 (Satisfactory)** and **4 (Excellent)**, only the Contract Renewal Form is required.

CONDITIONS FOR RENEWAL: Upon receipt of the Department's approval, Procurement will secure the appropriate approvals from the City Manager, and the Vendor, if applicable. Should the City not exercise the option to renew the contract, a new solicitation may be publicly advertised, and the Department will be advised accordingly.

Upon approval by the City Manager, and acceptance of the renewal by the Vendor, copies of the Contract Award (Renewal) sheet will be posted on the City's Intranet for your Department's reference, and a Purchase Order will be created for the renewal term.

DO YOU WISH TO RENEW THE ABOVE-REFERENCED CONTRACT? (Mandatory Field)

YES ☒ NO ☐

If No, Specify reasons: _____

NOTE: In the event the Department does not wish to renew the contract, a responsibility review meeting may be conducted with the Vendor, if applicable.

BUDGETARY INFORMATION:

Are funds budgeted? YES ☒ NO ☐ (Mandatory Field)

Total Dollar Amount:

\$1,075,000.00

Account Code(s):

38000.201000.534000.0.0/P:40-B73102E A:1552 E:Contractual Services O:201000

Authorized By: Charles M. Alfaro, P.E.

Date: 12/18/2023

(Mandatory Field)

Telephone Number: 305-416-1047

Charles M Alfaro

Digitally signed by Charles M Alfaro
Date: 2023.12.19 14:23:19 -05'00'

****NOTE**: If this form is not returned to Procurement by the stated date, the contract will be automatically renewed.**

**CITY OF OPA-LOCKA AGREEMENT FOR PHASE I OF THE SIDEWALK
REPLACEMENT PROJECT SERVICES**

**Piggyback City of Miami Invitation for Bid (IFB) 1115382 for Pavement
Resurfacing Services**

This Agreement is made this ____ day of _____, 2025, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide pavement resurfacing services for Phase I of the Sidewalk Replacement Project, to include NW 21st Court from Burlington Street to Wilmington Street and a section of NW 143rd Street, within the City (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between City of Miami and the Contractor, as set forth in the City of Miami Invitation for Bid for Pavement Resurfacing Services ("the IFB"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through March 21, 2026, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with pavement resurfacing services in accordance with the City's requirements as set forth herein and the Standard Contract between City of Miami and the Contractor dated on or about March 11, 2021 (the "City of Miami Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the City of Miami Agreement and the Contractor's accepted proposal, attached hereto as Exhibit "B".

(a) No final or milestone payment shall be made unless services have been verified by the City Manager or designee and work has been satisfactorily performed;

(b) Advance deposits may be made only if expressly authorized by this Agreement.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross as Capital Improvements Program Manager, shall be the City Representative and may be reached at (305)953-2868 Ext. 3001.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the City of Miami with regard to any and all provisions of the City of Miami Agreement, the IFB, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Sha'mecca Lawson, Interim City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy To: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Raul Gonzalez
1955 N. W. 110 AVE
Miami, FL 33172

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CITY: City of Opa-Locka

By: _____

Sha'mecca Lawson, City Manager

Date: _____

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF OPA-LOCKA
ONLY:**

By: _____

City Attorney
Burnadette Norris-Weeks, P.A.

By: _____

Joanna Flores, City Clerk

**CONTRACTOR:
H&R Paving, Inc.**

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

EXHIBIT “A”

EXHIBIT “B”

RESOLUTION NO. 2022-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE RE-ESTABLISHMENT OF A CODE ENFORCEMENT LIEN AMNESTY PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka (“City”) desires to offer property owners an opportunity to ease financial burdens on their properties; and

WHEREAS, Resolution 25-053 rescinded the amnesty program for outstanding Code Enforcement fines and liens, in order to allow for an extensive evaluation and presentation of recommendations by the City Manager to the City Commission; and

WHEREAS, the Code Compliance Amnesty Program is a valuable tool for the City of Opa-Locka to promote compliance and improve overall neighborhood conditions; and

WHEREAS, the intent of the program is to remove financial and legal barriers that may discourage residents and business owners from addressing their code violations, thereby encouraging voluntary corrective action through reduced fines during a limited time period; and

WHEREAS, some violations stem from lack of awareness, financial hardship, or other barriers, and the program demonstrates the City’s willingness to work with residents and business owners to achieve compliance; and

WHEREAS, the City Manager has reviewed prior program guidelines and now recommends revisions including: eligibility for both commercial and residential applicants; establishment of an application acceptance period; public outreach measures; conditions and types of approval; maximum reduction rates; and penalties and prohibitions; and

WHEREAS, the City Commission of the City of Opa-Locka finds it is in the best interest of the City and its residents to authorize the re-establishment of the Code Compliance Amnesty Program consistent with the recommendations of the City Manager.

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

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Establishment of Lien Amnesty Program. The City Commission of the City of Opa-Locka hereby re-establishes a Code Enforcement Lien Amnesty Program (“the Program”) in the City of Opa-Locka for eligible property owners who have outstanding code enforcement liens as set forth herein:

A. Purpose

To encourage property owners to voluntarily comply with City Codes, through the incentives of a reduction of certain penalties, fees, or enforcement actions for a specific period.

B. Eligibility

I. Eligible Participants:

- Residential and commercial property owners who were cited for Code Compliance violations and have cured all infractions at the commencement of the application period. Verification will be conducted by a Code Compliance Officer.
- No outstanding violations on any other properties owned within city limits.

II. Ineligible Participants:

- Property owners that are affiliate parties of ongoing legal actions against the City.
- Property owners previously granted amnesty.
- Properties that are the subject of pending foreclosure action.

C. Applications

I. Acceptance period:

- Applications will be accepted semi-annually (ie. January-March, August-October) for a period of 90 days.

II. Requirements:

- Applicants must submit the following to Code Compliance:
 - a. A completed Amnesty Application Form
 - b. A signed and notarized affidavit acknowledging the violation(s)

- c. A proposed compliance plan and timeline (if applicable)
- d. Documentation of ownership

D. Fees:

- Application fees are due at the submission of the application.
 - Residential properties: \$100.00
 - Commercial properties: \$500.00

E. Review and Enforcement:

- All applications will be reviewed by the City Manager to determine the fee reduction up to 75% reduction of fees. Any request exceeding 75% must be approved by the City Commission.
- Unsolicited inspections may be conducted to verify continuous compliance.

F. Conditions of Approval

- a. Upon approval, payment must be made within sixty (60) days, no extensions will be granted beyond the deadline.
- b. Enforcement action shall immediately cease
- c. The City will release liens upon settlement
- d. Failure to remit full payment within the timeframe will:
 - i. Deem amnesty approval null and void
 - ii. Reinstate all applicable penalties and enforcement actions
 - iii. Prohibition of future amnesty programs

G. Public Outreach

- a. A citywide outreach campaign will include:
 - i. Advertisements on all City's social media platforms
 - ii. City's website

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:	09.10.2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i> N/A	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	City Manager		Department:				

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA PRESENTING THE CITY MANAGER'S RECOMMENDATIONS FOR THE RE-LAUNCH OF THE CODE COMPLIANCE AMNESTY PROGRAM.

Staff Summary:

Resolution 25-053 rescinded the amnesty program for outstanding Code Enforcement fines and liens. The desires were to allow for an extensive evaluation of the amnesty program and present feedback to the City Commission.

The Code enforcement amnesty program is a valuable tool for the City of Opa-locka to promote compliance and improve the overall conditions of the neighborhood.

The intent of the program is to remove financial and legal barriers that may discourage residents/business owners from addressing their violation(s). By offering reduced fines for a limited time, we encourage more property owners to come forward and take corrective action willingly.

Some violations stem from a lack of awareness, financial hardship, etc.

By offering this program it demonstrates the city's willingness to work with residents and business owners.

Through implementation this will lead to a clean, safe, and livable city.

The City Manager has conducted a review of the program's previous guidelines and is now equipped to provide substantial recommendations.

The revisions will include:

- Commercial and Residential applicants
- Establish an application acceptance period
- Public Outreach
- Conditions and types of approval
- Maximum reduction rates
- Penalties and prohibitions

Financial Impact: There is no impact on these recommendations.

Proposed Action:

City Administration will adhere to the feedback and direction of the City Commission.

Attachment:



CODE COMPLIANCE DIVISION
Amnesty Program Application

Applicant Name _____
Property Owners Name _____ Date of Application _____
Property Address _____ Folio No. _____
Email Address _____ Contact Number of Owner _____
Mailing Address of Owner _____
Code Enforcement Case No.(s) _____

Homestead _____ **yes** _____ **no** If yes submit proof of homestead, including tax bill, utility bills, and copy of driver's license.

Amount of reduction will be up to 75% of total outstanding liens.

\$ _____

Detail of Civil Violation Notices and total amounts due

Print name of Property Owner

Signature of Property Owner

Date

State of Florida, County of Miami-Dade

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who [] is personally known or [] has produced a driver's license as identification.

[Notary Seal]

Notary Public

My Commission Expires _____

Printed Name

FOR CODE COMPLIANCE DEPARTMENT USE ONLY

Application fee received _____ yes _____ no
Date of Lien Recordation _____ Commercial or Residential _____
Date of compliance _____
Date of last Inspection and Compliance Affidavit _____ (Submit along with Application)
Accrued Lien amount \$ _____
Inspector's name _____
Recommended lien reduction \$ _____

Code Department Approval

City Manager Approval

* Non-refundable Application Fee is due at time of submittal per property
\$100- Residential property
\$500- Commercial property

CITY OF OPA-LOCKA'S AMNESTY PROGRAM

Purpose

To encourage property owners to voluntarily comply with City Codes, through the incentives of a reduction or waiver of certain penalties, fees, or enforcement actions for a specific period.

Eligibility

Eligible Participants:

- Residential and commercial property owners who were cited for Code Compliance violations and have cured all infractions at the commencement of the application period.
- No outstanding violations on any other properties owned within city limits.

Ineligible Participants:

- Property owners that are affiliate parties of ongoing legal actions against the City.
- Property owners previously granted amnesty.
- Properties that are the subject of pending foreclosure action.

Applications

Acceptance period:

Applications will be accepted semi-annually (ie. January- March, August- October) for a period of 90 days.

Requirements:

Applicants must submit the following to the Code Compliance:

- A completed Amnesty Application Form
- A signed and notarized affidavit acknowledging the violation(s)
- A proposed compliance plan and timeline (if applicable)
- Documentation of ownership

Fees:

Application fees are due at the submission of the application.

- Residential properties: \$100.00
- Commercial properties: \$500.00

Review and Enforcement:

- All applications will be reviewed by the City Manager to determine the fee reduction up to 75%. Any request exceeding 75% must be approved by the City Commission.
- Unsolicited inspections may be conducted to verify continuous compliance.

Conditions of Approval

- Upon approval, payment must be made *within sixty (60) days*, no extensions will be granted beyond the deadline.
- Enforcement action shall immediately cease.
- The City will release liens upon settlement
- Failure to comply within the timeframe will:
 - Deem amnesty approval null and void
 - Reinstate all applicable penalties and enforcement actions
 - Prohibition of future amnesty programs

9. Public Outreach

- A citywide outreach campaign will include:
 - Advertisements on all City's social media platforms
 - City's website

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL FROM ATKINSREALIS INC. TO CONDUCT FEASIBILITY STUDIES FOR THE SAFE STREETS FOR ALL (SS4A) QUICK-BUILD PROJECTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City"), utilizing the Safe Streets for All (SS4A) Planning Grant, developed an Action Plan prioritizing pedestrian and roadway safety; and

WHEREAS, as part of the Action Plan implementation, staff have identified a set of intersections for potential quick-built upgrades to enhance safety, traffic flow, and connectivity for vulnerable roadway users, within the City; and

WHEREAS, AtkinsRealis USA Inc., one of the firms selected to be part of the City's library of Engineering and Architectural Consultants, has submitted a proposal for a feasibility study of Quick-Build intersections within the City, focusing on potential design interventions including striping, concrete pedestrian refuge islands, Americans with Disabilities Act (ADA) curb ramps, signal modifications, and lane reconfigurations; and

WHEREAS, the study is expected to evaluate technical feasibility, identify cost-effective safety treatments, and provide detailed recommendations for next steps, including permitting and construction design; and

WHEREAS, the firm will be expected to perform all technical and other analyses necessary to evaluate the feasibility of the improvements; and

WHEREAS, the proposal cost of is Eighty-One Thousand Seven Hundred Seventy-Five Dollars (\$ 81,775.00), which is eligible for funding through the Peoples Transportation Plan Fund; and

WHEREAS, the City Commission finds it in the best interests of the City and its residents to accept the proposal of AtkinsRealis USA Inc., attached hereto as Exhibit "A", for a feasibility study of Quick-Build intersections within the City and enter into an agreement with the firm for same, in the form attached hereto as Exhibit "B".

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the Interim City to accept the proposal of AtkinsRealis USA Inc., attached hereto as Exhibit "A", for a feasibility study of Quick-Build intersections within the City and enter into an agreement with the firm for same, in the form attached hereto as Exhibit "B".

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

Resolution No. XX-XXXX

Moved by: _____

Seconded by: _____

VOTE:

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



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

Division Manager:	Adelina Gross		Division Manager Signature:	<i>Adelina Gross</i>			
City Manager:	Sha'mecca Lawson		CM Signature:	<i>Sha'mecca Lawson</i>			
Commission Meeting Date:	09.10.2025		Item Type: (Enter X in the box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in the box)	Yes	No	Ordinance Reading: (Enter X in the box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in the box)	Yes	No	Yes	No
					X		X
Funding Source: Account#: 44-538638	(Enter Fund & Dept.) CIP-Safe Neighborhood		Advertising Requirement: (Enter X in the box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in the box)	Yes	No	RFP/RFQ/Bid#: N/A – Continuing Consultant Services (CCNA)	N/A			
	X						
Strategic Plan Related (Enter X in the box)	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: Enhance pedestrian and traffic safety in priority corridors; implement short-term safety upgrades at critical intersections			
	X						
Sponsor Name:	City Manager		Department:	Capital Improvements Program			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA ACCEPTING THE PROPOSAL FROM ATKINREALIS INC. TO CONDUCT THE FEASIBILITY STUDIES FOR SAFE STREETS FOR ALL (SS4A) QUICK-BUILD PROJECTS.

Staff Summary:

The City of Opa-locka, utilizing the Safe Streets for All (SS4A) Planning Grant, developed an Action Plan prioritizing pedestrian and roadway safety. As part of the Action Plan implementation, staff have identified a set of intersections for potential quick-built upgrades to enhance safety, traffic flow, and connectivity for vulnerable roadway users.

AtkinsRéalis, a pre-qualified CCNA engineering consultant, has submitted a proposal for a Feasibility Study of Quick-Build Intersections, focusing on potential design interventions including striping, concrete pedestrian refuge islands, ADA curb ramps, signal modifications, and lane reconfigurations. The study is expected to evaluate technical feasibility, identify cost-effective safety treatments, and provide detailed recommendations for next steps, including permitting and construction design.

The firm will be expected to perform all technical and other analyses necessary to evaluate the feasibility of the improvements.

Financial Impact: The proposal cost is \$81,775.00, which is eligible under the SS4A Planning Grant funding already secured by the City. The firm will be expected to perform all technical and other analyses necessary to evaluate the feasibility of the improvements.

Proposed Action:

Staff recommend approval of this item to proceed with the Feasibility Study for Quick-Build Intersections under the SS4A initiative. This action aligns with the City's Vision Zero goals and aims to reduce injuries and fatalities by implementing quick safety improvements at key locations.
--

Attachment(s):

Consultant Proposal – AtkinsRéalis Quick-Build Project List Quick Build Intersection Cost Estimates Opa-locka City Maintained Roads Map Comprehensive Safety Action Plan Recommendations
--



VISION ZERO COMPREHENSIVE SAFETY ACTION PLAN RECOMMENDATIONS: FEASIBILITY STUDY PROPOSAL





Adelina Gross
Capital Improvements Division Manager
Capital Improvements Division
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

Dear Adelina

17 July 2025

On June 2025, AtkinsRéalis received a request from the City of Opa Locka to evaluate the feasibility of a set of recommendations for “quick build” improvements, which include 18 intersections from the final adopted Comprehensive Safety Action Plan (CSAP) performed by EXP. As a result, we developed the DRAFT scope of services included herein.

AtkinsRéalis
800 NW 62nd Avenue
Suite 700
Miami, Florida, 33126
Tel: +1.305.592.7275
Fax: +1.305.597.9446

Yours faithfully

Lorraine Rosado-Pietri, P.E.

atkinsrealis.com

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- 3. Time and Schedule of Performance 9
- 4. Amount and Schedule of Payment Compensation..... 10
- 5. Personnel Assigned to the Project..... 11



1. Scope of Services

Purpose and Need

The purpose of this scope of services is to solicit a third-party consultant (herein referred to as AtkinsRéalis) to conduct a two-phase feasibility evaluation of the 18 quick build recommendations for intersections in the City of Opa Locka, which were identified in the **Final** Adopted Comprehensive Safety Action Plan (**CSAP**).

A quick build is an innovative approach designed to reconfigure streets efficiently and economically, allowing for significant changes without the need for expensive alterations to the existing hardscape. This method is particularly valuable in urban environments, where budgets and timelines can be constrained. Quick-build intersection improvements utilize low-cost materials, making it feasible to implement enhancements swiftly and with minimal disruption.

The CSAP the City of Opa-locka does not include a traditional **Traffic Impact Study (TIS)** or **Operational Study** in the conventional sense—i.e., with detailed intersection-level turning movement counts, level-of-service (LOS) analysis, or signal warrant evaluations typically required for development review or capacity analysis.

However, CSAP does incorporate the following traffic-related evaluations:

✓ What Was Performed:

1. Traffic Study for Traffic Calming

- A traffic study was conducted as part of the traffic calming evaluation process. It included:
 - Traffic volume analysis (e.g., **AADT** thresholds)
 - Safety screening
 - Community engagement
 - Engineering feasibility review
- This study was used to determine eligibility for calming measures (e.g., speed humps), particularly on streets with less than 5,000 vehicles per day.

2. Crash and Safety Analysis

- Extensive crash data analysis using Signal Four Analytics and **NHTSA** data.
- Focused on:
 - Fatal and serious injury (FSI) crashes
 - Intersection-related crashes
 - Pedestrian and bicycle safety
 - Freight conflict zones
 - Railroad crossings
- Used to develop the High Injury Network (HIN) and prioritize improvements.

3. Freight Maneuverability Analysis



- Conducted using WB-67 design vehicle simulations.
- Evaluated truck turning conflicts at key intersections.
- Identified geometric constraints and safety risks.

✗ What Was Not Performed:

- No **Traffic Impact Study (TIS)** with:
 - Peak-hour turning movement counts
 - Trip generation estimates
 - Level-of-service (LOS) or delay analysis
 - Signal warrant analysis
- No **Operational Study** with:
 - Queue length analysis
 - Signal timing optimization
 - Capacity analysis using HCM or Synchro models

Summary:

The CSAP includes a safety-focused traffic study and freight maneuverability analysis but does not include a full operational or traffic impact study. As part of our feasibility analysis for the proposed improvements, a supplemental traffic engineering study would be necessary. To properly assess the required scope of work, the proposal is divided into 2 phases.

Phase I:

Task 1: Project Kickoff & Coordination

- Meet with City staff and stakeholders. A total of 3 meetings to discuss the project are initially estimated, one to kickoff the project and 2 progress meetings.
- Confirm project goals, schedule, and deliverables.

Task 2: Site Assessments and Preliminary Review of All Intersections

- Field visits to each intersection to determine which ones require additional studies and confirmation they are quick builds vs longer term improvements.
- Document existing conditions (geometry, signage, visibility, pedestrian/bike facilities, etc.) and confirm the CSAP assumptions.

Task 3: Develop Supplemental Traffic Engineering Study Scope

- Confirm with Miami Dade County Traffic Engineering Division (TED) and Traffic Signals and Signs (TSS) division the intersections that will require a supplementary traffic engineering study and or pilot projects and obtain approval of the scope of work. A total of 2 meetings to discuss the scope of the intersections are initially estimated.



Phase II: (to be scoped and negotiated after site assessment of 18 intersections to determine which ones will require additional studies – scope of work is subject to change after Phase I findings. AtkinsRealis will identify the need for and/or be requested to complete other tasks by City of Opa-locka. Any changes having an effect on estimated hours, price, or schedule will be discussed with the City of Opa-locka and handled in accordance with AtkinsRealis. Such additional work must have City of Opa-locka approval prior to commencing.)

Task 4: Data Collection

- Collect xx-hour for xx number of days, turning movement counts (TMCs) at each intersection, including:
 - AM and PM peak periods
 - Pedestrian and bicycle volumes
- Obtain signal timing and phasing plans from Miami-Dade County (if applicable)
- Collect speed data and queue lengths (manual or video-based)
- Confirm existing lane configurations, signage, and control types

Task 5: Traffic Operations Analysis

- Perform Level of Service (LOS) analysis using HCM 6th Edition methodology or Synchro/SimTraffic
- Evaluate:
 - Delay and queue lengths
 - Volume-to-capacity (v/c) ratios
 - Intersection control delay
- Identify operational deficiencies or constraints that may be impacted by quick-build treatments

Task 6: Safety and Conflict Review

- Conduct conflict point analysis for turning movements
- Evaluate crash modification factors (CMFs) for proposed treatments
- Identify potential safety trade-offs (e.g., reduced capacity vs. improved pedestrian safety)

Task 7: Signal Warrant and Timing Review

- Evaluate signal warrants (if applicable) based on MUTCD criteria
- Assess potential impacts of quick-build treatments on signal operations
- Recommend timing adjustments or phasing changes if needed

Task 8: Simulation Modeling (Optional)

- Develop microsimulation models (e.g., Synchro/SimTraffic or VISSIM) for selected intersections
- Test quick-build scenarios and compare performance metrics (delay, queues, LOS)

Task 9: Engineering Recommendations



- Recommend modifications to quick-build concepts based on operational findings
- Identify intersections where quick-build treatments may require:
 - Signal retiming
 - Lane reconfiguration
 - Additional signage or markings
- Flag locations where long-term capital improvements may be more appropriate

Task 10: Technical Memorandum

- Summarize methodology, findings, and recommendations
- Include:
 - Intersection diagrams
 - LOS tables and Synchro reports
 - Crash and conflict analysis
 - Signal warrant evaluations
- Provide documentation suitable for County and  review



2. The Deliverables

Phase I Deliverables:

- List of ready to construct intersections and of intersections which need further study.
- Field report of site visit and review of intersections (existing conditions memo).
- Meeting minutes from 3 meetings with client and 2 with stakeholder agencies (either MDC DTPW, FDOT, and/or MDC TPO).
- Development of scope of work required for Phase II.

Phase II Deliverables:

- **to be scoped and negotiated after site assessment of 18 intersections to determine which ones will require additional studies – scope of work is subject to change after Phase I findings**



3. Time and Schedule of Performance

Phase I:

Opa-Locka Vision Zero Feasibility Study City of Opa Locka

Task ID	Description	Duration
01	Project Kickoff and Coordination	1 weeks 
02	Site Assessments and Preliminary Review of All Intersections	2 weeks
03	Develop Supplemental Traffic Engineering Study Scope	2 weeks
Total Duration		5 weeks*

** An updated schedule, indicating actual delivery dates, based on the above durations, will be provided to the City upon receipt of the NTP and actual response time from stakeholder agencies*

Phase II: **to be scoped and negotiated after site assessment of 18 intersections to determine which ones will require additional studies – scope of work is subject to change after Phase I findings**



4. Amount and Schedule of Payment Compensation

Phase I:

Fee proposal is on a Lump Sum basis.

Fee Proposal - By Task

Opa-Locka Vision Zero Feasibility Study City of Opa Locka

Task ID	Description	Price	
01	Project Kickoff and Coordination	\$	4,742.78
02	Site Assessments and Preliminary Review of All Intersections	\$	12,421.19
03	Develop Supplemental Traffic Engineering Study Scope	\$	7,134.09
	Reimbursable expenses	\$	1,000.00
04-10	Phase II * Allowance for future services to be authorized	\$	56,476.94
Total Extended Price		\$	81,775.00

Phase II *: to be scoped and negotiated after site assessment of 18 intersections to determine which ones will require additional studies – scope of work is subject to change after Phase I findings. AtkinsRéalis will identify the need for and/or be requested to complete other tasks by City of Opa-locka. Any changes having an effect on estimated hours, price, or schedule will be discussed with the City of Opa-locka and handled in accordance with AtkinsRéalis. Such additional work must have City of Opa-locka approval prior to commencing.



5. Personnel Assigned to the Project

Num	Discipline (required)	Resource Classification	Resource Identifier
1	Program Management	Principal in Charge	Ruben Hernandez Gregorat
2	Project Management	Project Manager	Lorraine Rosado Pietri
3	Roads & Highways	Sr Project Manager	Manuel Saulea
4	Transportation	Engineer I	Ali Shaaban
5	Transportation	Engineer II	Rafiur Rahman
6	Transportation	Sr Engineer III	Christopher Russo
7	Project Controls	Estimator	Sonya John







1	SR-9 and NW 22 Avenue
2	Opa-locka Boulevard and NW 30 Avenue
3	NW 132 Street and NW 27 Avenue
4	Opa-locka Boulevard and NW 27 Avenue
5	Opa-locka Boulevard and NW 22 Avenue
6	NW 133 Street and NW 27 Avenue
7	NW 27 Avenue and Superior Street
8	SR-9 and Burlington Street
9	NW 151 Street and NW 27 Avenue
10	NW 22 Avenue and NW 143 Street
11	Ali Baba Avenue and NW 27 Avenue
12	Ali Baba Avenue and NW 24 Court
13	Jann Avenue and Seaman Avenue
14	Jann Avenue and Bagdad Avenue
15	Burlington Street and NW 27 Avenue
16	NW 22 Avenue and Wilmington Street
17	Opa-locka Boulevard and Wilmington Street
18	Vermont Street and Rutland Street

19	Jann Ave and Ahmad Street
20	NW 147th St & NW 22nd Ct –
21	NW 139th St & NW 22nd Ave –
22	NW 142nd St & Sesame St
23	NW 143rd St & NW 26th Ave –
24	NW 144th St & NW 30th Ave –
25	NW 138th St & NW 27th Ave
26	NW 140th St & NW 32nd Ave
27	NW 131st St & NW 28th Ave

Adjust the eastbound and westbound stop bars to align perpendicularly, matching the alignment of the dual left-turn lane stop bar. This will enhance the sight distance and provide additional buffering for the crosswalk.

Install a crosswalk on the western side, refresh the existing crosswalk striping, add extension striping for the north-south crossing, and include a distance plaque on the eastern side. Remove the shrubbery located northwest that currently obstructs the view northward for eastbound right turns, improving overall sight distance at the intersection. Additionally, a recommended study is included to assess the feasibility of implementing protected-only left turns during regular daylight hours.

Install an east-west crosswalk on the north leg with a Leading Pedestrian Interval (LPI) and upgrade the existing crosswalk to special emphasis for improved visibility. Add flexible retroreflective backplates (FRBs) to the signal heads. Additionally, a recommended study is included to assess the feasibility of retiming for protected left turns and extending the "all-red clearance" time for southbound traffic.

Implement protected left turns or remove obstructive signage and shrubbery to improve visibility for left-turning vehicles. A suggested study is included to further analyze this intersection and assess the feasibility of adding protected left-turn phases.

Install a directional median.

Install an east-west crosswalk, improve the existing crosswalk striping for better visibility, and add turning movement extension striping to enhance overall safety and guide pedestrians more effectively.

Set up an RRFB crossing, complete with a receiving sidewalk and advance warning signs to enhance safety and visibility for pedestrians approaching the intersection.

Incorporate backplates into the traffic signals and extend the "all-red clearance" time to improve safety and visibility at the intersection.

Enhance the crosswalks by replacing them with special emphasis designs and installing an RRFB. Additionally, consider adding a new signal and mast arm on the west leg of the intersection, which requires to be further evaluated. If desired, a pedestrian refuge can also be incorporated to further improve safety and accessibility.

Upgrade the crosswalks to include special emphasis markings and install a rectangular rapid flashing beacon (RFB) to enhance visibility. There is also an opportunity to consider adding a pedestrian refuge and a new mast arm on the west leg, which will require further evaluation to determine feasibility.

Enhance the existing crosswalk by upgrading it to special emphasis markings and adding a north-south crosswalk. This will include pedestrian crossing signs and pedestrian crossing ahead warning signs for both directions. Additionally, there is the possibility of incorporating a pedestrian refuge if needed.

Realign the west crosswalk and shift the north crosswalk for improved access. Additionally, a new north-south crosswalk will be added at the southeast corner, along with enhanced sidewalk connections. This plan will include pedestrian crossing signs and advanced warning signage for pedestrian crossings. It will also include restriping the roundabout and incorporating yield signs and yield markings to improve safety. There is an option to include a pedestrian refuge if needed.

Restructure the striping of minor approaches to ensure they align perpendicularly with the mainline. This adjustment will enhance visibility and improve overall traffic flow.

Upgrade the crosswalks to include special emphasis and install an RRFB to enhance pedestrian safety and visibility.

Enhance pedestrian safety by upgrading the existing crosswalks to feature special emphasis and adding an east-west crosswalk equipped with an RRFB.

Initiate a pilot project for a peanut roundabout to explore its effectiveness and benefits for improving traffic flow and safety in the area.

Offer striping guidance that designates Rutland Street as the primary thoroughfare, while positioning Vermont Street as a secondary approach with limited connectivity. Additionally, wherever possible, incorporate special emphasis crosswalks to enhance pedestrian safety and visibility.

Install 4-way stop, curb extensions, crosswalk

visibility. Repaint existing crosswalk striping with thermoplastic material for enhanced durability. Evaluate and relocate stop signs to reinforce compliance with proper line-of-sight guidance and MUTCD standards.

signage with advance pedestrian warning signs (W11-2 with W16-7P plaque) and speed limit indicators. Coordinate with FDOT, if applicable, for signal adjustments or flashing beacons where warranted by crash data.

Install shade trees within setback limits to calm traffic and improve pedestrian comfort. Explore use of decorative concrete or paint for artistic crosswalks in coordination with local artists or school zones.

Incorporate a pedestrian refuge island using delineators or hardened center medians to improve safety for mid-crossing. Add pedestrian signage and "Yield to Pedestrians" stencils.

Conduct a signal timing audit to optimize pedestrian crossing intervals and reduce conflicts with turning vehicles. Enhance visibility by trimming foliage and adding advanced crosswalk signage.

crossing distance and protect waiting passengers. Conduct sidewalk repair/replacement where necessary to meet ADA slope and width standards. Add bus stop seating and shade structures, where feasible.

Pilot a protected intersection concept using modular delineators or concrete corner islands to define turning paths and protect pedestrians and cyclists. Add bicycle crossings with green thermoplastic markings and update signal phasing for bike/ped priority.

angle collisions. Include educational signage explaining yield protocols and appropriate navigation of the circle. Install temporary vertical delineators during the pilot phase for community feedback.



CITY OF OPA-LOCKA QUICK-BUILD PROJECT GUIDE

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WHAT IS A QUICK-BUILD PROJECT?

Quick-build projects are an innovative approach to bicycle and pedestrian facility design, aiming to swiftly address community needs by implementing temporary, low-cost infrastructure changes. These projects are designed to be flexible, allowing communities to test new ideas, gather feedback, and make iterative improvements before committing to permanent infrastructure investments. Their adaptable nature makes quick-build projects a valuable tool for enhancing urban spaces efficiently and responsively.

CHARACTERISTICS OF QUICK-BUILD PROJECTS

Creating a safer, more vibrant environment for communities has become an increasingly important priority. People want streets that are not only safe to walk and bike on, but also offer spaces for gathering, connecting neighborhoods, and supporting a mix of uses that make daily life more convenient and accessible.

Quick-build projects are typically characterized by their short timelines, modest budgets, and focus on community engagement. Unlike traditional construction projects, which often involve extensive planning and lengthy construction phases, quick-build projects can be designed and implemented within weeks or months. This accelerated approach is achieved by using temporary materials, such as paint, signage, delineator posts, temporary medians, and more, to modify spaces quickly and at a lower cost than permanent infrastructure upgrades. Common examples of quick-build interventions include bike lanes, pedestrian crossings, curb extensions, and parklets. The primary goals of quick-build projects are to improve safety, accessibility, and livability in urban areas while allowing for flexibility in design. Because they are temporary, these projects offer a valuable opportunity for experimentation. If a project is successful, it can be transitioned to a permanent fixture; if not, it can be easily modified or removed. This dynamic approach reduces financial risk and fosters a culture of innovation within urban planning.

BENEFITS OF QUICK-BUILD PROJECTS

Quick-build projects provide numerous benefits to cities and communities.

- Quick-build projects offer a fast and cost-effective method for addressing immediate concerns, such as pedestrian safety, speeding vehicles, or lack of public space. By implementing temporary solutions, cities can quickly respond to community needs and adjust designs based on real-world use and public feedback. These projects enable local governments to pilot new ideas and gather data in a live setting, helping planners understand what works and what doesn't before investing in permanent changes.
- Quick-build projects provide an opportunity for increased community engagement. They often encourage public involvement from the outset, with residents invited to share their opinions on design and placement, or even help with the installation. This collaborative approach fosters a sense of ownership and pride within the community, as residents can see their feedback directly influence the project. Additionally, involving the public helps build trust between city planners and communities, as residents feel their needs are heard and acted upon promptly.

Benefits of Quick-Build Projects



**Short
Timelines**



**Community
Engagement Focused**



**Modest
Budgets**

Drawbacks of Conventional Projects



**Lengthy
Construction**



**Extensive
Planning**



**Larger
Budgets**

CHALLENGES AND CONSIDERATIONS

While quick-build projects offer many advantages, they also come with unique challenges. Because these projects use temporary materials, durability and maintenance can be issues, particularly in areas with high traffic or harsh weather conditions. Quick-build infrastructure often requires regular upkeep, and cities must plan for this ongoing cost.

Another challenge lies in balancing speed with effectiveness. While the goal is to implement changes quickly, planners must still conduct thorough assessments to ensure projects meet safety standards and align with broader city goals. For example, a hastily planned curb extension might inadvertently obstruct emergency vehicles or lead to unforeseen traffic circulation issues. To mitigate these risks, many communities establish quick-build guidelines that outline best practices and safety standards.

Securing funding can also be a challenge, as quick-build projects often fall outside traditional funding streams used for permanent infrastructure. However, many cities overcome this by allocating budget for “pilot” or “test” projects or by seeking grants from organizations that support innovative urban initiatives.



PROGRAM GOAL OVERVIEW



PROGRAM GOAL OVERVIEW

The City of Opa-locka's primary goal for this Quick-Build Project Guide is to provide planners and community stakeholders with a comprehensive resource for developing, implementing, and evaluating quick-build projects. Designed as part of the implementation strategies within the Opa-locka Comprehensive Action Plan, this initiative reflects a concerted effort to enhance urban spaces through temporary, cost-effective infrastructure solutions that address immediate community needs. By creating a structured yet adaptable framework, the program seeks to streamline the quick-build process, encourage innovation, and promote community engagement in urban planning efforts.



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OBJECTIVES

1. Establish a Standardized Framework

This framework will help the city follow a consistent approach, regardless of the project scale, while ensuring all quick-build initiatives meet a minimum standard for quality and effectiveness.

2. Promote Cost-Effective and Scalable Solutions

The guide, based on the recommendations provided within this report, will offer guidance on materials such as paint, metals, and signage, as well as strategies for sourcing them affordably, enabling the city to launch quick-build projects within budget constraints.

3. Encourage Community Engagement and Feedback

The guide will highlight methods for engaging local communities from the early design stages through project evaluation, including tools for gathering feedback and incorporating resident suggestions. This inclusive approach not only improves project outcomes but also strengthens community trust and participation in the urban planning process.

4. Facilitate Data Collection and Impact Evaluation

Metrics such as usage rates, safety improvements, public satisfaction, and cost-effectiveness will help cities determine which projects are worth transitioning to permanent infrastructure. This emphasis on data-driven decisions ensures that quick-build projects support long-term planning goals.

5. Support Adaptability and Iteration

By incorporating guidelines for monitoring and adapting projects over time, the guide promotes a flexible approach to urban development, allowing city staff to refine and optimize designs in real-world conditions before making permanent commitments.

TYPES OF QUICK-BUILD PROJECTS



TYPES OF QUICK-BUILD PROJECTS

1. Demonstration Projects

Overview: Demonstration projects are short-term, temporary installations that allow communities to test new ideas and gather feedback on potential urban design changes. These projects focus on immediate impact and are often used to build public support, educate stakeholders, and evaluate the level of interest before committing to longer-term investments.

Lifespan: Typically last a few days to a few months.

Timeline: Planning and implementation can be completed within weeks to a few months. Due to their temporary nature, they require minimal approvals and can be executed quickly.

Key Characteristics:

- Usually low-cost and made with temporary materials (e.g., chalk paint, cones, or signage).
- Simple to install and remove.
- Common applications include pop-up bike lanes, temporary parklets, or pedestrian safety interventions.

2. Pilot Projects

Overview: Pilot projects serve as extended trials for new infrastructure concepts. They are more durable than demonstration projects, allowing for real-world testing over a longer period. The goal of pilot projects is to gather data and insights on performance and user behavior before making permanent design decisions.

Lifespan: Generally last from a few months to a year.

Timeline: Typically takes several months for planning, stakeholder engagement, and implementation. Pilot projects require more in-depth assessment and community input than demonstration projects.

Key Characteristics:

- Installed with semi-permanent materials (e.g., bollards, flexible posts, and painted road markings).
- Monitored closely for effectiveness and impact on traffic, safety, and public perception.
- Common examples include protected bike lanes, curb extensions, and reconfigured intersections.

Miami-Dade County - Downtown Miami



City of Jersey City - Jersey Avenue Intersection



TYPES OF QUICK-BUILD PROJECTS

3. RAPID Projects

Overview: RAPID (Responsive, Agile, Prototyping, Infrastructure Deployment) projects are a hybrid approach, aimed at quickly deploying infrastructure in response to urgent needs while allowing for adaptability. These projects leverage modular or temporary materials but are intended to stay in place longer than traditional quick-build projects if successful.

Lifespan: Typically remains in place for one to three years, depending on project success and community feedback.

Timeline: Can be designed and implemented within a few months to a year and a half, balancing rapid deployment with thorough planning and community engagement.

Key Characteristics:

- Use more durable materials than typical quick-build projects, but remain adaptable.
- Serve as a bridge between temporary and permanent solutions, allowing time to evaluate effectiveness.
- Often used for infrastructure upgrades in rapidly growing areas or in response to safety concerns, such as expanded sidewalk spaces, separated bike paths, or enhanced transit lanes.

4. Standard Capital Projects

Overview: Standard capital projects involve permanent infrastructure investments and are planned, designed, and built to last long-term. These projects undergo extensive planning, public consultation, and regulatory approval processes due to their lasting impact and significant budget requirements.

Lifespan: Permanent infrastructure designed to last decades.

Timeline: Takes years from concept to completion, typically requiring detailed design, environmental review, permitting, funding approvals, and a formal construction phase.

Key Characteristics:

- Built with high-quality, permanent materials (e.g., concrete, asphalt).
- Intended for long-term improvement with significant durability and resilience.
- Common projects include new roadways, permanent sidewalks, bridges, or large-scale transit infrastructure.

Miami-Dade County - Washington Ave and W 16th St.



Miami-Dade County - Washington Ave and W 16th St.



TYPES OF QUICK-BUILD PROJECTS

Project Type	Lifespan	Timeline	Common Applications
Demonstration Projects	Days to a few months	Weeks to a few months	Pop-up bike lanes, temporary parklets
Pilot Projects	Several months to 1 year	A few months to 1 year	Protected bike lanes, curb extensions
RAPID Projects	1 to 3 years	A year to 1.5 years	Separated bike paths, expanded pedestrian zones
Standard Capital Projects	Decades	Several years (concept to completion)	New roadways, sidewalks, bridges, transit infrastructure



IS MY PROJECT A GOOD CANDIDATE FOR A QUICK-BUILD?



IS MY PROJECT A GOOD CANDIDATE FOR A QUICK-BUILD?

Identifying whether your project is a good candidate for a quick-build installation depends on several factors. Quick-build installations focus on rapid deployment using temporary or semi-permanent materials to test concepts, gather feedback, or address urgent needs. Here are key considerations to determine if your project is suitable for this type of installation:

1. Project Type and Scope

- ☐ **Temporary or Pilot Nature:** If the project is experimental or a pilot initiative, such as testing a new urban design or transportation solution, a quick-build approach is ideal. This allows you to gather data and feedback quickly before committing to a permanent solution.
- ☐ **Low-Cost Materials:** Quick-build installations often use lower-cost, more flexible materials that can be easily modified. If your project can benefit from using temporary materials (e.g., paint, barriers, movable planters), it's a good candidate.
- ☐ **Small-Scale Implementation:** Quick-build is well-suited for smaller interventions, such as pop-up parks, bike lanes, or traffic calming measures, that do not require extensive construction or infrastructure investment.

1 Project Type & Scope

Temporary or Pilot Nature

Low-Cost Materials

Small-Scale Implementation

2 Urgency & Immediate Need

Urgency for Change

Community Engagement

3 Flexibility & Adaptability

Easily Adjustable Design

Potential for Iteration

2. Urgency and Immediate Need

- ☐ **Urgency for Change:** If the community or stakeholders urgently need an improvement (e.g., a safer intersection or more green space), a quick-build approach allows you to implement the change swiftly, with minimal delays.
- ☐ **Community Engagement:** If community input is critical, and you want to gather feedback before a full-scale installation, a quick-build allows you to test concepts in real-life conditions quickly.

3. Flexibility and Adaptability

- ☐ **Easily Adjustable Design:** Quick-build projects are intended to be flexible and adaptable. If your design or concept is expected to evolve based on early feedback or changing conditions, a quick-build approach provides the flexibility to make adjustments.
- ☐ **Potential for Iteration:** If your project is in an area that may undergo further redesign or development, or if you expect to make changes based on data or public input, a quick-build installation can allow you to iterate as needed.

4. Public Safety and Permitting

- ☐ **Minimized Disruption:** Quick-build installations should be able to be deployed without significant disruption to existing infrastructure or services. Consider whether the project can be built with minimal permits and with safety features to ensure no hazards to the public.
- ☐ **Regulatory Flexibility:** In some cases, municipalities or jurisdictions may have processes in place for temporary or experimental installations that bypass standard permitting timelines, making it easier to implement a quick-build solution.

5. Cost and Budget

- ☐ **Lower Budget Requirements:** Quick-build installations typically require a smaller upfront investment compared to traditional construction projects. This can be a good option if you have limited funding but still want to make an impact in a short time frame.
- ☐ **Funding Availability:** Consider whether there are grants or temporary funding opportunities specifically for pilot or test projects, as these can be helpful when planning quick-build installations.

6. Community or Stakeholder Support

- ☐ **Engagement and Support:** If you have strong community backing or local stakeholders interested in participating in or supporting a temporary intervention, it increases the likelihood of success for a quick-build installation.
- ☐ **Willingness to Experiment:** Quick-build installations are often used to test bold or innovative ideas. If stakeholders are open to experimentation and want to see something different in the space, it's a good indicator that a quick-build might be a suitable approach.

7. Evaluation and Learning Goals

- ☐ **Data Collection and Testing:** If part of the project goal is to collect data (e.g., traffic flow, user satisfaction, environmental benefits), a quick-build allows you to quickly gather information before committing to a permanent solution.
- ☐ **Learning Opportunity:** If the project serves as an opportunity to learn and adjust based on real-world conditions, it aligns well with the quick-build approach.



EXAMPLE PROJECTS SUITED FOR QUICK-BUILD INSTALLATIONS:

- **Bike Lanes or Protected Bike Paths:** Using temporary barriers or paint to create bike lanes.
- **Parklets:** Creating temporary green spaces or pedestrian zones.
- **Traffic Calming Measures:** Installing temporary traffic circles, speed bumps, or curb extensions.
- **Street Improvements:** Testing new street layouts or pedestrian plazas with flexible materials.



Miami-Dade County
SW 142nd Ave from SW 88th St and SW 68th St.

Bike Lanes



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Parklets



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Traffic Calming Measures



Consor Engineers - stock.adobe.com

Street Improvements

HOW TO PLAN AND INITIATE THE PROJECT



HOW TO PLAN AND INITIATE THE PROJECT

A quick-build project follows a similar planning process to a typical project, with an emphasis on moving quickly and efficiently. Below is a summary of keys steps to plan and initiate a successful quick-build project:

1. Define the Project Scope and Objectives

- ❑ **Clarify Goals:** Develop objectives and ensure that the scope is clear, measurable, and achievable within the quick-build timeframe. These may include improving safety, increasing accessibility, testing design concepts, or enhancing public space.
- ❑ **Set Milestones:** Establish key milestones and deadlines for each stage of the project, including design, materials procurement, installation, and evaluation.

2. Stakeholder Engagement and Communication

- ❑ **Consult Internal Stakeholders:** Including key staff such as transportation/traffic engineering, Public Works, city leadership (Mayor/City Manager), and emergency responders (fire and police) is critical to ensure the project is designed, funded, and executed efficiently.
- ❑ **Consult External Stakeholders:** Engage with key stakeholders, such as residents, business owners, public officials, and community groups to ensure alignment with community needs and expectations.
- ❑ **Create Communication Plan:** Develop a clear communication strategy to inform the public about the project's purpose, timeline, and expected outcomes. This may include community meetings, online platforms, and physical signage at the project site.

3. Design and Concept Finalization

- ❑ **Prepare Site:** Conduct site assessments to ensure safety and suitability for the quick-build installation. Address any immediate concerns such as obstructions, site access, or safety hazards.
- ❑ **Adaptable Design:** Finalize a design that can be implemented using low-cost, flexible materials that are easy to install and adjust. Ensure that the design can be adapted based on community feedback or unforeseen challenges.
- ❑ **Permitting and Approvals:** Verify if any permits or temporary approvals are required. In some cases, quick-build projects may be exempt from full permitting, but confirming the regulatory framework is essential to avoid delays.

4. Procurement of Materials and Resources

- ❑ **Source Materials:** Identify vendors for materials such as temporary barriers, traffic cones, planters, paint, or signage. Ensure materials are readily available and cost-effective.
- ❑ **Labor and Equipment:** Determine whether to use in-house crews or contractors. Confirm availability of necessary equipment for installation (e.g., trucks, traffic cones, paint sprayers, etc.).

5. Project Implementation and Installation

- ❑ **Prepare Site:** Implementing a traffic plan during the construction of a quick-build project ensures safety, minimizes disruptions, and allows construction crews to work efficiently, reducing delays. It also improves public perception by showing consideration for community impacts and ensures compliance with local regulations, contributing to the project's overall success.
- ❑ **Install:** Begin the installation process as per the design plan. Given the temporary nature of quick-build projects, ensure that installation can be completed rapidly and without disruption to regular activities.



HOW TO MAINTAIN THE QUICK-BUILDS

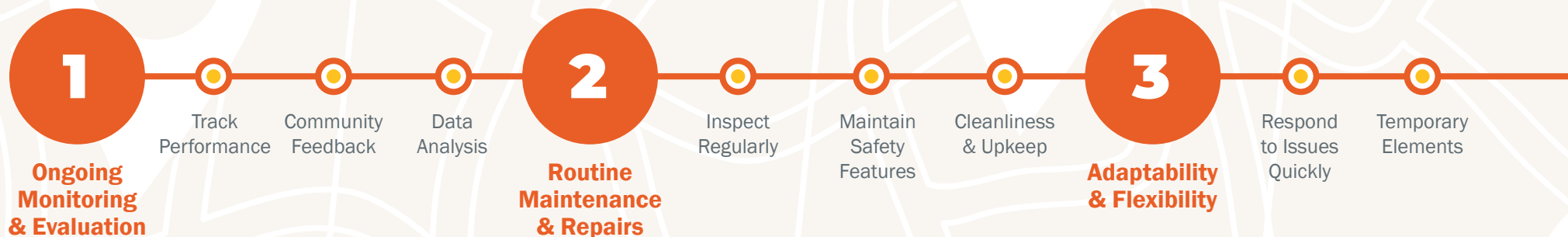
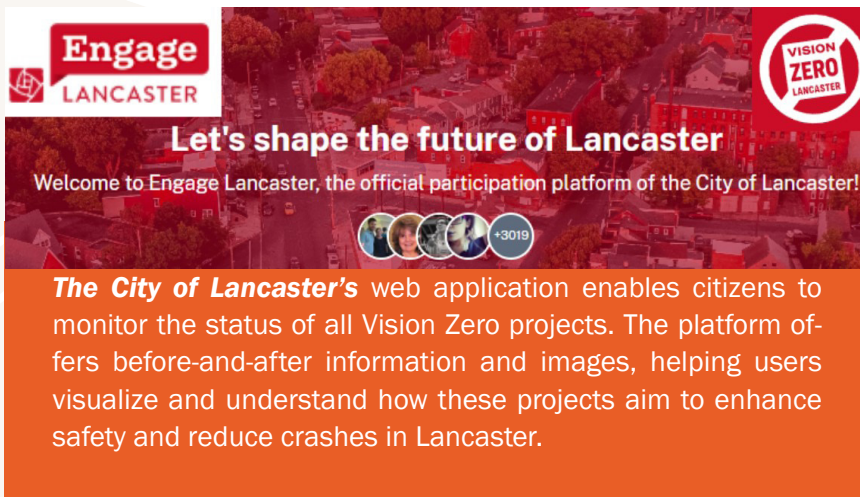


HOW TO MAINTAIN THE QUICK-BUILDS

Good maintenance practices of quick-build projects are essential to ensure their ongoing success, safety, and responsiveness to community needs. Since these projects are often temporary or pilot interventions, regular monitoring, maintenance, and adaptability are key to sustaining their effectiveness and public support. Below is an overview of the key steps to maintain the status of a quick-build project:

1. Ongoing Monitoring and Evaluation

- ☐ **Staff Observations:** Regularly monitor the project to assess effectiveness in meeting objectives. This includes evaluating factors like traffic flow, safety, user engagement, and environmental impact. Use data from sensors, observations, or resident reporting systems to gauge the project's performance.



- ☐ **Community Feedback:** Engage with the community to gather qualitative and quantitative feedback. Surveys, social media channels, and direct communication with stakeholders, commuters, and residents help track public satisfaction and identify areas for improvement. It is important to try to reach all demographics and people traveling using different modes (driving, walking, biking, etc.).
- ☐ **Data Analysis:** Utilize an inventory or tracking system, such as a database created with ArcGIS Field Maps, to analyze data collected in the field, including traffic counts, pedestrian volumes, quick-build project condition, and repairs needed. This system will support the evaluation of whether the project is achieving the desired outcomes by comparing pre- and post-installation conditions to assess its impact.

2. Routine Maintenance and Repairs

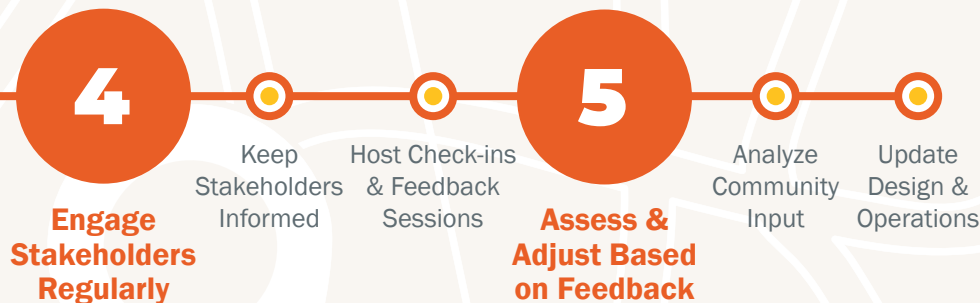
- ☐ **Inspect Regularly:** Conduct regular inspections to confirm the installation remains in good condition. Check for wear and tear on materials such as barriers, planters, paint, or signage. Address any damage promptly to maintain safety and functionality.
- ☐ **Maintain Safety Features:** Ensure that safety elements like traffic cones, barriers, or signage are consistently visible and functional. Repaint lines or add new markings as needed to ensure clarity for pedestrians and drivers.
- ☐ **Cleanliness and Upkeep:** Maintain the cleanliness of the site, especially in public spaces like pop-up parks or plazas. Regularly remove trash and properly maintain public furniture, such as benches, and green spaces to keep the space inviting and functional.

3. Adaptability and Flexibility

- ☐ **Respond to Issues Quickly:** One of the benefits of quick-build projects is their flexibility. If any part of the installation is not working as intended or if feedback suggests needed adjustments, make changes promptly. This could involve re-designing elements, relocating structures, or adding new features. One of the benefits of quick-build projects is their flexibility. If any part of the installation is not working as intended or if feedback suggests needed adjustments, make changes promptly. This could involve re-designing elements, relocating structures, or adding new features.
- ☐ **Temporary Elements:** For elements that may require frequent changes (such as movable furniture, traffic barriers, or pop-up signage), have a plan in place so that they can be easily moved, replaced, or adjusted without major disruption to the community or the surrounding environment.

4. Engage Stakeholders Regularly

- ☐ **Keep Stakeholders Informed:** Regularly update stakeholders—including community members, local authorities, and business owners—on the status of the project. Share updates through the project website, community centers, advocacy groups, food drives, and local events to reach diverse audiences. Transparency about progress, adjustments, or issues helps maintain trust and support.
- ☐ **Host Check-ins and Feedback Sessions:** Plan periodic community engagement events, such as open houses, feedback sessions, or surveys, to gather input and address concerns, as the project budget permits. Incorporate project updates into local events and forums to ensure accessibility and inclusivity while keeping the installation aligned with community needs.



5. Assess and Adjust Based on Feedback

- ☐ **Analyze Community Input:** Continually evaluate feedback to identify recurring themes or concerns. Prioritize addressing common issues, such as safety or accessibility barriers, in project updates and planning.
- ☐ **Update Design and Operations:** Make necessary adjustments based on the feedback and data collected. Enhancements could include improved signage, added safety measures, or new amenities. Operational changes, such as adjusting hours for pop-up spaces, should be communicated through community-focused outlets like local events or advocacy groups.



FROM QUICK-BUILD TO PERMANENT

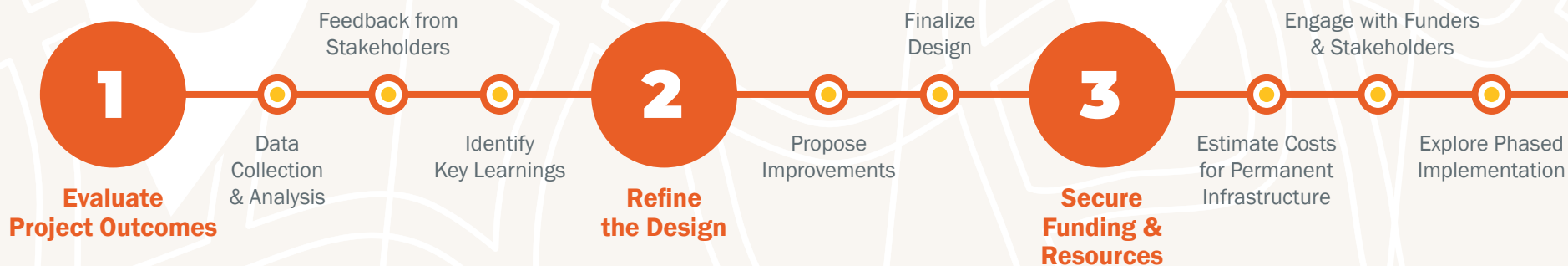


FROM QUICK-BUILD TO PERMANENT

Once a quick-build project is successfully installed, transitioning to a more permanent solution involves several steps to evaluate the project's effectiveness, refine its design, and secure the necessary resources for long-term implementation. The goal is to ensure the installation can evolve into a sustainable, permanent infrastructure or public space that continues to meet the needs of the community.

1. Evaluate Project Outcomes

- ☐ **Data Collection and Analysis:** Gather quantitative and qualitative data to evaluate the effectiveness of the quick-build project. This may include traffic studies, pedestrian counts, public surveys, or environmental impact assessments. Compare the pre- and post-installation data to understand the project's impact on the community, safety, mobility, and user experience.
- ☐ **Feedback from Stakeholders:** Gather input on the design from internal stakeholders such as the police, fire, and maintenance departments. Engage with local stakeholders, including community members, business owners, and local authorities, to gather feedback on the success and shortcomings of the quick-build project. This helps in refining the final design and identifying areas for improvement.
- ☐ **Identify Key Learnings:** Analyze the lessons learned from the quick-build implementation, including any issues with design, logistics, maintenance, or community engagement. These insights will guide the next steps in transitioning to a permanent solution.



2. Refine the Design

- ☐ **Propose Improvements:** Use data-driven insights and community feedback to refine the design and address identified issues. Review analysis of crash data, police reports, and community input to prioritize improvements and guide decisions for enhancements that address safety, durability, and usability. Integrate successful elements from the quick-build installation, such as temporary barriers, signage, or furniture, into the permanent design.
- ☐ **Finalize Design:** Conducting design charrettes with internal staff and the community fosters collaboration and ensures that quick-build projects address practical needs and community priorities. These sessions can streamline the design process and facilitate consensus by combining technical expertise with local insights. Charrettes build stakeholder buy-in, reducing potential resistance and accelerating project implementation, acceptance, and success.

3. Secure Funding and Resources

- ☐ **Estimate Costs for Permanent Infrastructure:** Begin by developing a detailed cost estimate for the permanent version of the project. This includes design, materials, construction, and long-term maintenance. By identifying potential funding sources early, including city budget, state/federal grants, and private investments, the city can offset expenses.
- ☐ **Engage with Funders and Stakeholders:** Engage with local government agencies, organizations, or businesses that could help fund or support the permanent implementation. Present the quick-build installation through presentations, reports, or site visits that highlight the project's success and value to secure funding and political support.

3. Secure Funding and Resources (cont.)

- ☐ **Explore Phased Implementation:** If full funding for the permanent solution is not readily available, consider a phased implementation approach. This approach can allow for gradual improvements over time while spreading out costs.

Phased Implementation Example

A proposed project for the city involves transforming a dangerous intersection into a pedestrian-friendly zone using a quick-build approach. The quick-build project features painted curb extensions and flexible bollards, with plans for a permanent design with concrete permanent curb extensions that incorporates enhanced landscaping and lighting to reduce vehicle speeds and improve pedestrian safety. Since full funding wasn't immediately available, the city opted to prioritize the permanent installation of the curb extensions first. Landscaping and lighting improvements were planned for a later phase, ensuring the project could proceed without significant delays.



4. Regulatory Approvals and Permitting

- ☐ **Seek Permanent Permits:** Transitioning to a permanent installation will likely require new permits, especially for changes to infrastructure or public space. Work with local regulatory bodies to ensure that the necessary approvals are obtained.
- ☐ **Conform to Standards:** Ensure that the design meets local building codes, accessibility requirements, and environmental standards. Work with engineers and planners to align the project with regulatory frameworks.
- ☐ **Public Participation:** If necessary, hold public meetings or workshops to finalize design plans and obtain approval from the community or city planning authorities.

5. Construction and Implementation

- ☐ **Transition to Permanent Construction:** Once the design is refined and funding is secured, move forward with the construction of the permanent infrastructure. This may involve demolishing or removing temporary materials, preparing the site, and building permanent structures.
- ☐ **Phased Implementation:** If applicable, roll out the project in phases, starting with the most critical elements and gradually adding other components. This can help reduce disruption to the community and allow for adjustments based on ongoing feedback.
- ☐ **Engage Contractors and Vendors:** Ensure that contractors and vendors are selected based on their ability to handle the complexities of permanent construction. Oversee the process to ensure quality, cost control, and adherence to the timeline.

All photos on this page - City of Jersey City - Jersey Avenue Intersection



2013 Before



2019 Quick-Build



2024 Permanent

COMPREHENSIVE SAFETY ACTION PLAN QUICK BUILD PROJECT TOOLBOX

This toolbox includes projects that have been identified through the **City of Opa-locka's Comprehensive Safety Action Plan (CSAP)**. It serves as a practical resource, providing guidance on selecting, planning, and executing initiatives that enhance quality of life and improve the safety and well-being of residents. All project types included in this toolbox are designed with a focus on addressing critical safety concerns, such as improving pedestrian access, reducing traffic crashes, and creating more equitable and accessible public spaces.

COMPREHENSIVE SAFETY ACTION PLAN

QUICK-BUILD PROJECT TOOLBOX

Turning Movement Extension Striping

Turning movement extension striping projects add guiding lane markings through intersections to help direct vehicles through complex turns. These striping guides are particularly effective in high-traffic intersections or areas with unusual configurations, enhancing driver clarity and reducing conflict points. By clearly marking turn paths, these projects improve safety, reduce confusion for drivers, and facilitate smoother traffic flow through challenging turns.

Design Considerations: Designing effective turn extension striping involves assessing the intersection layout, traffic patterns, and vehicle turning radii. Key considerations include selecting the correct line type and length to ensure high visibility and adherence to local road marking standards. Placement should align with the intended turn path, and striping should be durable enough to withstand wear from frequent vehicle movement. Enhanced visibility through reflective materials or thermoplastic paint can improve night-time and all-weather legibility, further supporting safe navigation.

Resources: The Manual on Uniform Traffic Control Devices (MUTCD) provides guidelines on lane markings and visibility standards for turn paths. Local transportation agencies and Complete Streets guidelines may also recommend best practices for turn striping to ensure safety and consistency. Consulting with traffic engineers and utilizing materials that meet local durability requirements ensures the striping maintains effectiveness over time, supporting safer and more efficient turning movements.



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Bike Lane Installation

Bike lane installation projects are designed to provide dedicated, safe spaces for cyclists, enhancing the safety and efficiency of bicycle transportation. These projects typically involve marking specific lanes for cyclists, often with physical separation from motor vehicles. Bike lane installations contribute to increased cycling as a mode of transport, promoting sustainability, reducing traffic congestion, and improving overall public health and mobility. Protected bike lanes have also been shown to increase safety for all road users, not just bicyclists.

Design Considerations: Designing bike lanes requires careful consideration of road width, traffic volumes, and safety needs for both cyclists and motorists. Factors such as lane width, clear visibility, proper pavement markings, vertical barriers, and effective signage are critical for creating a safe cycling environment. Additionally, design considerations include determining the most suitable type of bike lane—buffered, protected, or conventional bike lane—based on the roadway's speed and volume of motor vehicle traffic. Integration with other transportation infrastructure, such as transit stops, as well as ensuring ADA compliance for accessibility, are also important factors.

Resources: Resources for bike lane installation include guidelines from the MUTCD and local Complete Streets policies, which promote safe and efficient bike infrastructure. Cities and planners also utilize recommendations from the National Association of City Transportation Officials (NACTO) and the Federal Highway Administration (FHWA) to ensure that bike lanes are designed according to national best practices. Collaboration with traffic engineers and public input can help tailor bike lane projects to the specific needs of the community and ensure their effectiveness in promoting safe cycling.



Miami-Dade County - Downtown Miami

COMPREHENSIVE SAFETY ACTION PLAN

QUICK-BUILD PROJECT TOOLBOX

Realignment of Stop Bars

Realigning stop bars involves adjusting the positioning of stop bars at intersections to improve traffic flow, pedestrian visibility, and overall safety. This type of project is often implemented to increase sight distance for drivers and to enhance safety for pedestrians by encouraging vehicles to stop farther back from crosswalks. These projects are typically low-cost, quick-build interventions that can yield immediate safety benefits in high-traffic or pedestrian-heavy areas.

Design Considerations: Key design considerations for realigning stop bars include proper distance from crosswalks, compliance with local traffic codes, and accommodation for vehicle turning movements. To maximize effectiveness, planners should account for vehicle speeds, intersection geometry, and visibility conditions. In areas with high pedestrian activity, ensuring adequate distance between the stop bar and crosswalk is essential for pedestrian safety. Additional design elements, like warning signage or painted advanced yield or stop markings, can further enhance visibility and clarify the intended stopping location for drivers.



Miami-Dade County - Downtown Miami

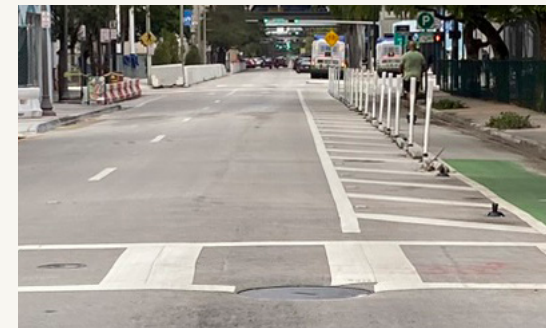
Resources: Resources for stop bar realignment include guidelines from local and national transportation departments, such as the MUTCD, which offers standards for traffic control devices and markings. Local traffic engineers or transportation consultants can provide insights into specific intersection conditions and ensure that the project meets regulatory standards.

Crosswalk Realignment

Crosswalk Realignment projects involve adjusting the location or configuration of existing crosswalks to improve pedestrian safety, traffic flow, and visibility. This type of project is often implemented in response to changing traffic patterns, pedestrian volumes, or safety concerns. By realigning crosswalks, cities can reduce crossing distances, ensure better alignment with pedestrian pathways, and increase visibility for both pedestrians and drivers. These adjustments can also help clarify pedestrian routes, reducing confusion and potential conflict points between vehicles and pedestrians.

Design Considerations: Design considerations for crosswalk realignment include selecting optimal crossing points that align with pedestrian desire lines, ensuring that the new location minimizes crossing distances and provides clear sightlines for both pedestrians and drivers. Traffic volume, turning radii, and vehicle speeds should be assessed to determine the best placement and to ensure that realignment does not impede traffic flow or create new hazards. Realigned crosswalks may need new pedestrian curb ramps to align with the new desired crosswalk path. The design may also include enhancements like high-visibility striping, curb extensions, or refuge islands to further improve safety. Additionally, ensuring compliance with accessibility standards, such as those outlined in the Americans with Disabilities Act (ADA) and the Public Right-of-Way Accessibility Guidelines (PROWAG), is crucial.

Resources: The MUTCD offers guidance on crosswalk markings, signalization, and pedestrian safety standards. Local traffic engineering guidelines and Complete Streets policies can also inform best practices for crosswalk realignment. Collaborating with traffic engineers, planners, and community stakeholders ensures that the realigned crosswalk addresses both safety and mobility needs while adhering to regulatory standards.



Miami-Dade County - Downtown Miami

COMPREHENSIVE SAFETY ACTION PLAN

QUICK-BUILD PROJECT TOOLBOX

Crosswalk Installation

Crosswalk installation projects are essential for improving pedestrian safety and accessibility at intersections and other high-traffic areas where vehicle-pedestrian conflicts are frequent. These projects aim to provide safe, designated spaces for pedestrians to cross streets, helping to reduce crashes and clarify pedestrian rights-of-way for drivers. Crosswalk installations can range from simple painted markings to enhanced treatments such as flashing beacons or raised crossings in areas with higher traffic volumes or specific safety concerns.

Design Considerations: When designing crosswalks, key factors include visibility, proximity to intersections, and compatibility with traffic flow. High-visibility markings (such as ladder or zebra-style patterns) improve the visibility of crosswalks for drivers, especially at night or in adverse weather conditions. Additionally, crosswalks should be designed to align with pedestrian pathways and comply with accessibility standards, ensuring they serve people of all abilities. In areas with heavy traffic, additional safety measures, such as curb extensions, pedestrian refuge islands, or traffic calming features, may further enhance safety. Ensuring compliance with accessibility standards, such as those outlined in the ADA and the PROWAG is crucial.

Resources: Guidelines from the MUTCD provide standards for crosswalk markings and signals. Many cities also reference Complete Streets policies and local transportation guidelines to design pedestrian-friendly infrastructure. Collaboration with local traffic engineers and planners, as

well as public input, can ensure crosswalk installations are effectively integrated into the surrounding street network and meet community needs.



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Upgrade of Existing Crosswalk

Upgrading existing crosswalks to be highly reflective and visible is a crucial step to enhance pedestrian safety, visibility, and accessibility, especially in high-traffic or high-speed areas where a crosswalk already exists. This type of project may involve adding or improving crosswalk markings, installing pedestrian signals, or incorporating additional safety features like flashing beacons or raised crosswalks. Upgrades are designed to make crosswalks more noticeable to drivers and safer for pedestrians, particularly in areas with frequent crossings, schools, or commercial zones. Updating crosswalks to ensure they are compliant with accessibility standards, such as those outlined in the ADA and PROWAG is crucial.

Design Considerations: Key considerations for crosswalk upgrades include selecting high-visibility markings (such as ladder or zebra patterns) that enhance driver awareness, especially during low-light or adverse weather conditions. Additional treatments, like curb extensions or pedestrian refuge islands, help reduce crossing distances and improve pedestrian safety. For locations with significant vehicle-pedestrian interaction, upgrades might also include advanced yield markings or pedestrian-activated warning lights. Design choices should align with the specific conditions of each site, including traffic speeds, pedestrian volumes, and surrounding land use.

Resources: Guidance for crosswalk upgrades is available from the MUTCD and local Complete Streets guidelines, which recommend best practices for pedestrian safety. Many cities also refer to resources from FHWA and local Vision

Zero programs to ensure crosswalk upgrades align with broader safety goals. Collaboration with traffic engineers and the local community can ensure upgrades are tailored to meet both regulatory standards and neighborhood needs.



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COMPREHENSIVE SAFETY ACTION PLAN

QUICK-BUILD PROJECT TOOLBOX

Rectangular Rapid Flashing Beacon (RRFBs)

Rectangular Rapid Flashing Beacon (RRFB) projects can enhance pedestrian safety by installing highly visible, user-activated flashing lights at crosswalks. RRFBs are especially effective at mid-block crossings or intersections without traffic signals, where pedestrian visibility can be limited. When activated, the rapid flashing lights alert drivers to pedestrians entering the crosswalk, significantly improving driver yielding rates and reducing the risk of pedestrian-vehicle collisions.

Design Considerations: Key considerations for RRFB projects include optimal placement, visibility, and accessibility. RRFBs should be installed at a height and location that is easily visible to approaching drivers, ideally on both sides of the crosswalk or in a median for maximum effectiveness. Consideration should be given to power options (solar or hard-wired), as well as accessibility for all pedestrians, including the installation of accessible push-button activators. RRFBs may be used on single or multilane roads with up to two travel lanes in each direction. Speeds along these facilities should be no greater than 35 MPH. The beacon flash pattern should comply with standards to ensure they command attention.



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Resources: The FHWA, MUTCD and Florida Department of Transportation (FDOT) provide standards and guidance on RRFB installation and operation. Vision Zero and Complete Streets policies also support the use of RRFBs to improve pedestrian safety. Working with local transportation engineers and considering traffic data, including vehicle speeds and pedestrian volumes, helps tailor RRFB projects to site-specific needs and enhance safety outcomes.

Pedestrian Refuge Installation

Pedestrian refuge installation projects involve installing islands or medians that provide a safe stopping point between opposing traffic lanes for pedestrians. These refuges are especially beneficial at wide or multi-lane streets, helping to reduce crossing distances and enable pedestrians to focus on crossing one directional stream of traffic at a time. Pedestrian refuges can improve safety, increase pedestrian confidence, and encourage walking.

Design Considerations: Key design considerations for pedestrian refuges include proper width and length to accommodate pedestrians, including those with disabilities, and ensuring adequate space for waiting safely. The refuge should be placed at locations where pedestrian volumes are high, such as near transit stops. The design should also consider traffic flow and safety, ensuring that refuge islands do not obstruct sightlines for drivers or interfere with turning movements. Materials used for the refuge, such as curbing, landscaping, or reflective markers, should be durable and highly visible. Additional features such as pedestrian-activated signals or lighting may be incorporated for further safety.

Resources: Resources for pedestrian refuge installations include the MUTCD, which provides standards for pedestrian safety and traffic control devices. Local guidelines from transportation departments and Complete Streets programs may also offer recommendations for pedestrian infrastructure. Consulting with traffic engineers, planners, and accessibility experts ensures that the refuge meets both safety standards and the needs of the local community.



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COMPREHENSIVE SAFETY ACTION PLAN

QUICK-BUILD PROJECT TOOLBOX

Median Installation

Median installation projects add a physical barrier between opposing lanes of traffic, enhancing roadway safety and traffic flow. Medians can serve multiple purposes: they can prevent head-on collisions, provide safe pedestrian refuge, and reduce left-turn conflicts at intersections. In addition to safety benefits, medians can improve the aesthetic appeal of roadways when landscaped, contributing to the overall community environment and urban design. Additionally, space within a median can be transformed into a pedestrian refuge island by adding raised, level areas with protective barriers, providing safety for pedestrians crossing roadways.

Design Considerations: Key considerations in median installation include determining the appropriate width, height, and length based on roadway type, traffic volumes, and pedestrian usage. For safety, medians should be designed with durable materials and may incorporate landscaping or reflective elements to increase visibility for drivers. In areas with significant pedestrian activity, refuge areas should be added at designated pedestrian crossings. The median's impact on emergency vehicle access, left-turn opportunities, and sightlines must also be carefully evaluated to avoid unintended traffic impacts. However, a median can be used to restrict undesired turning movements and enhance safety by removing movement conflicts.

Resources: Guidelines for median installation can be found in resources from the FHWA, which outlines best practices for median design and safety. The MUTCD provides standards on placement. Additional resources may

include Complete Streets and Vision Zero guidelines that support pedestrian safety and community-friendly design. Working with local traffic engineers, planners, and landscape architects helps ensure the median design aligns with safety and aesthetic goals while meeting regulatory standards.



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Retiming of Signalized Intersection

Retiming intersections is a project aimed at optimizing traffic signal timing to improve traffic flow, reduce congestion, reduce conflicts, and enhance safety for both vehicles and pedestrians. This process involves adjusting the timing of signals to align better with current traffic patterns, pedestrian volumes, and intersection needs. By implementing updated timing plans, cities can minimize wait times, reduce emissions, and improve the overall efficiency and safety of an intersection, especially during peak hours or in response to changing traffic conditions.

Design Considerations: Key design considerations for intersection retiming include analyzing current traffic data, pedestrian crossing volumes, and peak travel times to determine optimal signal cycle changes. Planners should consider coordination with nearby intersections to create a synchronized flow, minimizing stops and delays along major corridors. Timing adjustments should also prioritize pedestrian safety by incorporating sufficient crossing intervals, potentially with measures like Leading Pedestrian Intervals (LPIs) or extended crossing times for areas with vulnerable populations. Flexibility for special timing patterns, such as weekend or event-based schedules, can further enhance efficiency and responsiveness. Additional phases, such as protected left turns phases, may be considered to reduce potential conflicts and safety issues associated with permissive left turn movements.

Resources: The FHWA provides resources and guidelines for intersection signal timing, including software tools like Synchro or TRANSYT for modeling optimized signal timings. Additional guidance from the MUTCD ensures timing adjustments meet safety and operational standards. Working with local traffic engineers and utilizing traffic data collection tools supports accurate, site-specific timing plans that align with municipal traffic management goals.



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COMPREHENSIVE SAFETY ACTION PLAN

QUICK-BUILD PROJECT TOOLBOX

Leading Pedestrian Interval (LPIs)

Leading Pedestrian Intervals (LPIs) provide pedestrians with a head start at intersections by providing a few seconds of exclusive crossing time before vehicles receive a green signal. This type of project improves pedestrian visibility by placing pedestrians in a more visible location to turning vehicles which can reduce conflicts between pedestrians and turning vehicles, making intersections safer and more accessible for pedestrians. LPIs are particularly important at high-traffic intersections where pedestrian-vehicle interactions are frequent, as they enhance pedestrian priority and reduce the likelihood of crashes.

Design Considerations: Designing LPIs involves setting an optimal interval duration at the start of a phase—typically 3 to 7 seconds—to allow pedestrians to enter the intersection and establish their presence before vehicles move. Planners should assess traffic patterns, turning volumes, and pedestrian crossing times to determine the ideal LPI timing for each intersection. LPIs can be combined with other pedestrian-friendly features, such as high-visibility crosswalks and curb extensions, to further enhance safety. Tim-

ing should also consider the needs of slower-moving pedestrians to ensure safe crossings for all users.

Resources: Resources for implementing LPIs include the FHWA and the MUTCD, both of which provide guidelines on signal timing and pedestrian safety improvements. Cities may also refer to Vision Zero policies, which prioritize reducing pedestrian-vehicle conflicts. Local traffic signal engineers and software tools for signal timing

optimization are valuable in customizing LPIs for specific intersections based on traffic and pedestrian data.



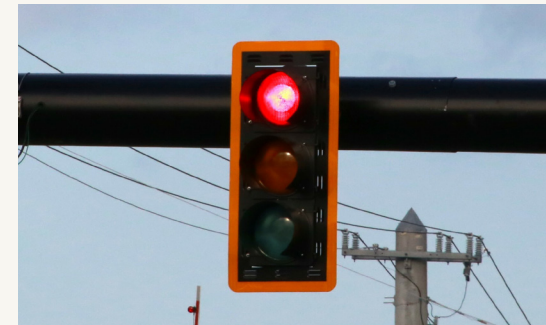
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Flexible Retroreflective Backplates (FRBs)

Flexible retroreflective backplate projects enhance traffic signal visibility by adding reflective borders to signal backplates, helping drivers better see signals under low-visibility conditions. Retroreflective backplates create a contrasting outline around the signal heads, making them more noticeable. They are a cost-effective safety improvement that is particularly useful at intersections with high crash rates or limited visibility.

Design Considerations: When implementing flexible retroreflective backplates, key considerations include material durability, weather resistance, and flexibility for various signal head sizes and configurations. The retroreflective materials should meet high visibility standards and be resilient to outdoor conditions over time. It's essential to select materials with strong adhesive or mounting options that can withstand high temperatures, moisture, and wind without compromising reflectivity. Flexible backplates should also be compatible with existing signal infrastructure, ensuring ease of installation and minimal maintenance.

Resources: Guidance on retroreflective backplate installation can be found in the MUTCD and FHWA resources, which provide recommendations on enhancing signal visibility and improving intersection safety. Municipal transportation departments and Vision Zero programs also advocate for such safety enhancements as part of broader crash reduction strategies. Consulting with traffic engineers and using certified retroreflective materials help ensure that these installations are effective and compliant with local standards.



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COMPREHENSIVE SAFETY ACTION PLAN

QUICK-BUILD PROJECT TOOLBOX

New Traffic Signal Installation

New traffic signal installation projects involve adding traffic signals to improve intersection safety and regulate traffic flow where existing conditions require enhanced control. These installations are often used at intersections with high traffic volumes, crash histories, or complex configurations. By regulating the movement of vehicles, bicycles, and pedestrians, new traffic signals can help reduce collision risks, manage congestion, and improve overall intersection efficiency and safety.

Design Considerations: Key design considerations include signal placement, timing, and phasing to accommodate all intersection users safely. Planners should analyze traffic and pedestrian volumes, sightlines, and existing roadway geometry to determine optimal signal positioning and cycle lengths. Signal timing should consider peak traffic patterns, pedestrian crossing needs, and potential for synchronization with nearby intersections to minimize delays. Visibility enhancements, such as signal backplates or advanced warning signs, may also be beneficial in high-speed areas or locations with obstructed sightlines.

Resources: Resources for new signal installations include the MUTCD and FHWA guidelines, which offer standards on signal timing, placement, and visibility. Many cities also rely on Complete Streets principles to design signals that prioritize all users, including pedestrians and cyclists. Coordination with local traffic engineers, use of traffic simulation software, and public input ensure the new signal installation meets both regulatory requirements and community needs.



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Mast Arm Installation

Mast arm installation projects involve the installation of overhead traffic signal structures, commonly referred to as mast arms, which hold traffic signals above the intersection. These projects are typically used in areas where standard pole-mounted signals may be obstructed by vehicles, trees, or other obstacles, or where an aesthetically cleaner, more visible signal setup is desired. Mast arms can improve signal visibility, reduce clutter at intersections, and can support multiple signal heads and signs in a single, centralized location, enhancing traffic flow and safety.

Design Considerations: Designing mast arm installations requires evaluating intersection geometry, traffic volumes, and the environmental context. Considerations include the length and height of the mast arm to ensure signals are visible to all approaching traffic lanes, as well as the structural integrity to support the signal heads and any additional signage. The installation must also account for wind loads, clearance heights for vehicles, and pedestrian pathways. Additionally, coordination with utilities and ensuring minimal disruption during installation are critical for successful project implementation.

Resources: Guidelines for mast arm installations are outlined in the MUTCD, which provides standards on signal placement, visibility, and structural design. The FHWA offers resources on best practices and safety requirements for signal installation. Local traffic engineers and structural engineers play a key role in ensuring that the mast arm is designed to meet both safety and functionality needs, while also adhering to local construction and zoning regulations.



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COMPREHENSIVE SAFETY ACTION PLAN

QUICK-BUILD PROJECT TOOLBOX

Roundabout Installation

Roundabout installation projects involve constructing circular intersections designed to improve traffic flow and safety by reducing the number of conflict points and eliminating the need for traffic signals or stop signs. Roundabouts are commonly used at intersections to regulate traffic flow more efficiently, while reducing the risk of high-speed collisions and creating a more predictable traffic movement while also enhancing pedestrian safety through clearly defined crossings. Roundabouts reduce fatal crashes by 90% and injuries by 75% (Florida Department of Transportation), .

Design Considerations: Design considerations for roundabouts include determining the appropriate size and geometry based on the traffic volume, roadway configuration, and available right-of-way (ROW). Key factors such as the diameter of the roundabout, lane widths, entry/exit angles, and pedestrian safety features must be carefully planned to ensure smooth circulation for all vehicle types, including larger trucks and buses. Additionally, roundabouts should incorporate clear signage, appropriate lighting, and landscaping to enhance visibility and driver guidance. Pedestrian crossings should be located at the roundabout's entry/exit points to minimize the risk of pedestrian-vehicle conflict.

Resources: The MUTCD provides guidelines for roundabout design and traffic control devices. The FHWA also offers resources on best practices and performance analysis for roundabouts. Local transportation departments and planners may utilize these national standards alongside community-specific needs and traffic data to

develop a roundabout design that ensures safety, efficiency, and minimal disruption to the surrounding area. Collaboration with traffic engineers is essential to ensure roundabouts meet both functional and safety requirements.



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INSTALLATION MATERIALS

Having the right materials to install the projects listed in the **City of Opa-locka's Comprehensive Safety Action Plan Project Toolbox** is key to making the project fast, affordable, and durable. Each material is therefore selected for ease of installation, affordability, and durability. By using these materials, teams can create quality, adaptable spaces that meet community needs and improve safety.

COMPREHENSIVE SAFETY ACTION PLAN

INSTALLATION MATERIALS

Pavement Marking Materials

Types:

- Standard, White, Solid, 12” and 24”
- Standard, Yellow, 2-4 Dotted Guideline/6-10 Dotted Extension Line

Material Overview:

Thermoplastic: Thermoplastic markings are ideal for quick-build projects due to their fast application, durability, visibility, and flexibility. Applied quickly using heat, they are ideal for time-sensitive interventions, while their resistance to wear and tear ensures they outlast traditional paint, reducing maintenance needs. High reflectivity makes these markings highly visible both day and night, immediately improving safety upon installation. Additionally, their availability in various patterns and dimensions allows for versatility in addressing specific project needs.

Considerations:

Thermoplastic pavement markings may be used for crosswalks, stop bars, bike lane markings, and travel lane markings. Thermoplastic pavement markings may help improve safety, guidance, and clarity for road users while being highly durable, visible, and quick to implement in Vision Zero projects.



DeGemmill. "Roadway Construction Curb and Gutter Example." Photograph, 2023.
https://www.degemmill.com/content/uploads/2023/03/20200603_131955.jpg.

Traffic Signal Materials

Material Overview:

Aluminum Signal Pole Pedestal	Used to provide a stable framework for mounting signage, pedestrian signals, traffic lights, and other control devices.
Signal Cable	Primarily used for connecting and powering traffic signals, sensors, and other electronic signal components.
Pedestrian Detector	These devices detect the presence or movement of pedestrians and communicate with traffic signal systems to adjust signal timing, ensuring safer and more responsive infrastructure.
Pull and Splice Box Bar	Pull and splice boxes are essential components in projects that provide a safe, organized, and secured enclosure to house, access, and manage electrical or signal cables, facilitating rapid installation and maintenance.



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COMPREHENSIVE SAFETY ACTION PLAN

INSTALLATION MATERIALS

Material Overview (cont.):

Vehicular Signal Auxiliaries

These devices are important components in traffic signal systems that enhance the functionality and safety of signal projects, particularly those aimed at improving traffic management. They help optimize signal operation, improve traffic flow, and provide clear direction to drivers.

Pedestrian Signal (LED Countdown)

Pedestrian signals with an LED countdown are a valuable component in construction projects, especially those focused on improving pedestrian safety and traffic flow. These signals enhance visibility and communication, providing both drivers and pedestrians with clear, real-time information about remaining crossing times.



Considerations:

Aluminum Signal Pole Pedestal

- Pedestrian Safety Enhancements:** These structures can be used to mount pedestrian crossing signals in safety improvement projects.
- New Traffic Signal Installations:** Aluminum poles and pedestals are often used for temporary traffic control solutions, such as at newly reconfigured intersections.

Signal Cable

- Traffic Signal Connectivity:** Signal cables are used to connect traffic signals to power sources and controllers, enabling the smooth operation of traffic lights at newly configured intersections or roadways.
- Sensor and Detection Systems:** Signal cables are essential for connecting traffic sensors (e.g., inductive loop sensors or radar sensors) used to detect vehicle presence or pedestrian activity, allowing for adaptive traffic control.
- Temporary or Remote Traffic Management:** In some scenarios, signal cables are used to support temporary traffic management systems, such as portable signals or digital message boards, that provide real-time information to drivers.

Pedestrian Detector

- Traffic Calming Measures:** Used in areas with high pedestrian activity to slow down traffic and create safer, more walkable environments.
- Intersection Redesigns:** Pedestrian detectors are integrated with temporary traffic signals in projects to improve crossing safety and signal responsiveness.
- Benefits:** Provides pedestrians enhanced safety through touchless or easily activated crossing signals. Pedestrian detectors are quick to install and integrate with temporary or existing traffic systems, making them ideal for quick-build projects. They enhance safety and traffic management through real-time adaptability, allowing immediate adjustments based on pedestrian activity without requiring extensive infrastructure changes. With features like touchless activation and audio feedback, they improve accessibility and inclusivity, providing an effective solution while preparing for permanent upgrades.

COMPREHENSIVE SAFETY ACTION PLAN

INSTALLATION MATERIALS

Considerations (cont.):

Pull and Splice Box Bar

- **Traffic Signal Installations:** Used to manage and connect signal cables for temporary or permanent traffic signals in quick-build projects.
- **Street Lighting Systems:** Pull boxes are placed along roadways to organize and protect the electrical cables for street lighting.
- **Communication Networks:** Facilitate quick installation of communication or fiber optic cables in smart city or traffic management projects.

Vehicular Signal Auxiliaries

- **Intersection Upgrades:** When redesigning an intersection, vehicular signal auxiliaries like left-turn arrows or lane control signals can be added to help manage traffic flow more smoothly, reduce delays, and reduce the potential for crashes.
- **Temporary Traffic Management:** During roadwork or detours, auxiliary signals can be deployed to manage alternate routes and ensure clear communication to drivers.
- **Pedestrian and Cyclist Safety Enhancements:** Auxiliary signals can also support pedestrian or cyclist-focused traffic control, ensuring their movement is prioritized or safely integrated into the vehicular flow.

Pedestrian Signal (LED Countdown)

- **Intersection Safety Improvements:** In an intersection redesign project, these signals can provide better pedestrian access. An LED countdown signal can be quickly installed to enhance pedestrian safety and communication.
- **Traffic Calming Initiatives:** Used in areas with high pedestrian traffic, such as near parks or shopping centers, these signals help regulate crossing times to ensure pedestrians can move safely and efficiently across busy streets.
- **Temporary Traffic Management Solutions:** In areas undergoing construction or detours, LED countdown signals can be used to control pedestrian movement, ensuring safe passage even in evolving or changing environments.

Pedestrian Facility Materials

Material Overview:

Detectable Warnings

Detectable warnings are an important material in construction projects, especially in enhancing accessibility and safety for individuals with visual impairments or other mobility challenges. Detectable warnings alert pedestrians of potential hazards, helping to prevent crashes or injuries, ensuring safer navigation of public spaces.

Cement Concrete Pavement (6")

Cement concrete pavement is highly useful in construction projects, due to its durability, strength, and versatility. Its applications focus on creating reliable, long-lasting surfaces for roads, sidewalks, and other infrastructure while meeting the need for rapid deployment and functionality.



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COMPREHENSIVE SAFETY ACTION PLAN

INSTALLATION MATERIALS

Material Overview (cont.):

Concrete Curb & Gutter (Type F)	Concrete curb and gutter (Type F) is a vital in construction projects for managing water flow, defining road edges, and improving both safety and aesthetics. This type of curb and gutter system is designed to provide drainage, and a durable barrier that can withstand traffic loads, prevent damage to the road edges, and provide a physical barrier between pedestrians and vehicles.	
Performance Turf	Performance turf or sod is highly useful in construction projects for enhancing aesthetics, improving environmental sustainability, and stabilizing the ground quickly in areas where vegetation is required. It is pre-grown grass that can be easily rolled out and laid down, providing immediate green coverage.	
Single Post Sign	Single post signs are essential components in construction projects, offering a simple, cost-effective, and flexible solution for managing traffic, guiding pedestrians, and providing critical information infrastructure. These signs provide guidance to drivers, pedestrians, and cyclists.	

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Rectangular Rapid Flashing Beacon

Rectangular Rapid Flashing Beacons (RRFBs) are highly useful in construction projects for enhancing pedestrian safety at unsignalized crossings. RRFBs alert drivers that pedestrians are actively using the crosswalk or path and can be solar- or electric-powered.



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Considerations:

Detectable Warnings	Sidewalk and Curb Ramp Installations: Detectable warnings are applied at curb ramps or sidewalks near intersections, alerting visually impaired individuals that they are approaching a roadway or other potential hazards. Transit Platforms: Detectable warnings are placed at the edges of transit platforms, alerting passengers with visual impairments to the platform edge, helping prevent accidental falls. Crosswalks and Intersections: Detectable warnings are used at the beginning of crosswalks and at pedestrian signal-controlled intersections to alert individuals when they are about to cross a street.
Cement Concrete Pavement	Roadway Improvements: Cement concrete pavement is used to construct or repair road surfaces, particularly in areas requiring high load capacity or resistance to rutting. Sidewalks and Pedestrian Areas: Concrete is used for sidewalks, crosswalks, and plazas due to its smooth surface, durability, and ability to be poured and shaped quickly. Intersections and Traffic Calming: Cement concrete pavement is often chosen for intersection redesigns or traffic calming features such as speed tables, curbs, and roundabouts.

COMPREHENSIVE SAFETY ACTION PLAN

INSTALLATION MATERIALS

Considerations (cont.):

Concrete Curb & Gutter (Type F)

- **Pedestrian Infrastructure:** Concrete curbs can help separate traffic lanes from pedestrian walkways, enhancing safety in areas where temporary pedestrian routes are established.
- **Stormwater Management:** In projects that include road improvements or new developments, the installation of concrete curb and gutter helps ensure proper drainage, reducing the risk of flooding.
- **Edge Protection for New Roads or Streets:** When creating new streets or modifying existing roads, Type F concrete curbs help establish clear boundaries and provide structural support to the roadway edges.

Performance Turf or Sod

- **Landscaping Enhancements:** In projects focused on improving public spaces or streetscapes, sod is an efficient material for transforming bare, disturbed land into a green, functional area.
- **Erosion Control on Roadways:** In projects where new roads or pedestrian pathways are being built, sod is used to stabilize disturbed soil and reduce the risk of erosion.
- **Green Infrastructure Solutions:** Sod can be incorporated into green infrastructure solutions like bioswales, rain gardens, or traffic islands to help manage stormwater runoff and improve environmental quality.

Single Post Sign

- **Temporary Road Closures or Detours:** In a project involving roadwork or rerouting, single post signs can be installed quickly to mark detour routes and communicate necessary changes to drivers and pedestrians.
- **Traffic Safety Measures:** Single post signs can be used to indicate temporary traffic regulations, such as reduced speed limits in construction zones or warnings about upcoming work.
- **Pedestrian Infrastructure Adjustments:** These signs can be placed along pedestrian routes to provide guidance through construction zones or to indicate new crossing locations.

Rectangular Rapid Flashing Beacon

- **Temporary Crosswalks:** RRFBs are deployed at temporary pedestrian crossings to provide immediate safety enhancements.
- **Enhancement of Crosswalks:** RRFBs help enhance existing crosswalks, providing alertness to crosswalks in less-than-ideal conditions.
- **School Zone Upgrades:** Projects near schools often use RRFBs to increase driver awareness of crossing children.



RESOURCES

Miami-Dade County Department of Transportation and Public Works. *2024 Miami-Dade County Vision Zero Action Plan*. Miami-Dade County, www.miami-dade.gov/transit/library/2024-vision-zero-action-plan.pdf

Federal Highway Administration (FHWA). *Manual on Uniform Traffic Control Devices (MUTCD), Part 4L*. U.S. Department of Transportation, mutcd.fhwa.dot.gov

Federal Highway Administration (FHWA). *Manual on Uniform Traffic Control Devices for Streets and Highways, 11th Edition*. U.S. Department of Transportation, mutcd.fhwa.dot.gov

Florida Department of Transportation (FDOT). *Traffic Engineering Manual, December 2023 Edition*. Florida Department of Transportation, https://fdot-www.blob.core.windows.net/sitefinity/docs/default-source/traffic/traffic-services/studies/tem/tem-2024/traffic-engineering-manual-dec-2023.pdf?sfvrsn=a33268c8_4

Florida Department of Transportation (FDOT). *Benefits of Roundabouts*. Florida Department of Transportation, <https://www.fdot.gov/agencyresources/roundabouts/benefits.shtm>

City of Lafayette. *Transportation Projects & Plans: Multimodal Transportation Plan (MMTP)*. City of Lafayette, [https://www.lafayetteco.gov/3859/Transportation-Projects-Plans#:~:text=Lafayette%20Multimodal%20Transportation%20Plan%20\(MMTP\)&text=The%20project%20team%20will%20consider,biking%2C%20transit%2C%20and%20driving](https://www.lafayetteco.gov/3859/Transportation-Projects-Plans#:~:text=Lafayette%20Multimodal%20Transportation%20Plan%20(MMTP)&text=The%20project%20team%20will%20consider,biking%2C%20transit%2C%20and%20driving)



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0 0.25 0.5 Miles

Legend

City of Opa-Locka

City Maintained Roads

Project/Map I	Intersection/Segment
1	SR-9 and NW 22 Avenue
2	Opa-locka Boulevard and NW 30 Avenue
3	NW 132 Street and NW 27 Avenue
4	Opa-locka Boulevard and NW 27 Avenue
5	Opa-locka Boulevard and NW 22 Avenue
6	NW 133 Street and NW 27 Avenue
7	NW 27 Avenue and Superior Street
8	SR-9 and Burlington Street
9	NW 151 Street and NW 27 Avenue
10	NW 22 Avenue and NW 143 Street
11	Ali Baba Avenue and NW 27 Avenue

12	Ali Baba Avenue and NW 24 Court
13	Jann Avenue and Seaman Avenue
14	Jann Avenue and Bagdad Avenue
15	Burlington Street and NW 27 Avenue
16	NW 22 Avenue and Wilmington Street
17	Opa-locka Boulevard and Wilmington Street
18	Vermont Street and Rutland Street

Recommendation

Adjust the eastbound and westbound stop bars to align perpendicularly, matching the alignment of the dual left-turn lane stop bar. This will enhance the sight distance and provide additional buffering for the crosswalk.

Install a crosswalk on the western side, refresh the existing crosswalk striping, add extension striping for the north-south crossing, and include a distance plaque on the "*signal ahead*" warning signs for the westbound approach.

Remove the shrubbery located northwest that currently obstructs the view northward for eastbound right turns, improving overall sight distance at the intersection. Additionally, a recommended study is included to assess the feasibility of implementing protected-only left turns during regular daylight hours.

Install an east-west crosswalk on the north leg with a Leading Pedestrian Interval (LPI) and upgrade the existing crosswalk to special emphasis for improved visibility. Add flexible retroreflective backplates (FRBs) to the signal heads. Additionally, a recommended study is included to assess the feasibility of retiming for protected left turns and extending the "*all-red clearance*" time for southbound traffic.

Implement protected left turns or remove obstructive signage and shrubbery to improve visibility for left-turning vehicles. A suggested study is included to further analyze this intersection and assess the feasibility of adding protected left-turn phases.

Install a directional median.

Install an east-west crosswalk, improve the existing crosswalk striping for better visibility, and add turning movement extension striping to enhance overall safety and guide pedestrians more effectively.

Set up an RRFB crossing, complete with a receiving sidewalk and advance warning signs to enhance safety and visibility for pedestrians approaching the intersection.

Incorporate backplates into the traffic signals and extend the "*all-red clearance*" time to improve safety and visibility at the intersection.

Enhance the crosswalks by replacing them with special emphasis designs and installing an RRFB. Additionally, consider adding a new signal and mast arm on the west leg of the intersection, which requires to be further evaluated. If desired, a pedestrian refuge can also be incorporated to further improve safety and accessibility.

Upgrade the crosswalks to include special emphasis markings and install a rectangular rapid flashing beacon (RFB) to enhance visibility. There is also an opportunity to consider adding a pedestrian refuge and a new mast arm on the west leg, which will require further evaluation to determine feasibility.

Enhance the existing crosswalk by upgrading it to special emphasis markings and adding a north-south crosswalk. This will include pedestrian crossing signs and pedestrian crossing ahead warning signs for both directions. Additionally, there is the possibility of incorporating a pedestrian refuge if needed.

Realign the west crosswalk and shift the north crosswalk for improved access. Additionally, a new north-south crosswalk will be added at the southeast corner, along with enhanced sidewalk connections. This plan will include pedestrian crossing signs and advanced warning signage for pedestrian crossings. It will also include restriping the roundabout and incorporating yield signs and yield markings to improve safety. There is an option to include a pedestrian refuge if needed.

Restructure the striping of minor approaches to ensure they align perpendicularly with the mainline. This adjustment will enhance visibility and improve overall traffic flow.

Upgrade the crosswalks to include special emphasis and install an RRFB to enhance

Enhance pedestrian safety by upgrading the existing crosswalks to feature special emphasis and adding an east-west crosswalk equipped with an RRFB.

Initiate a pilot project for a peanut roundabout to explore its effectiveness and benefits for improving traffic flow and safety in the area.

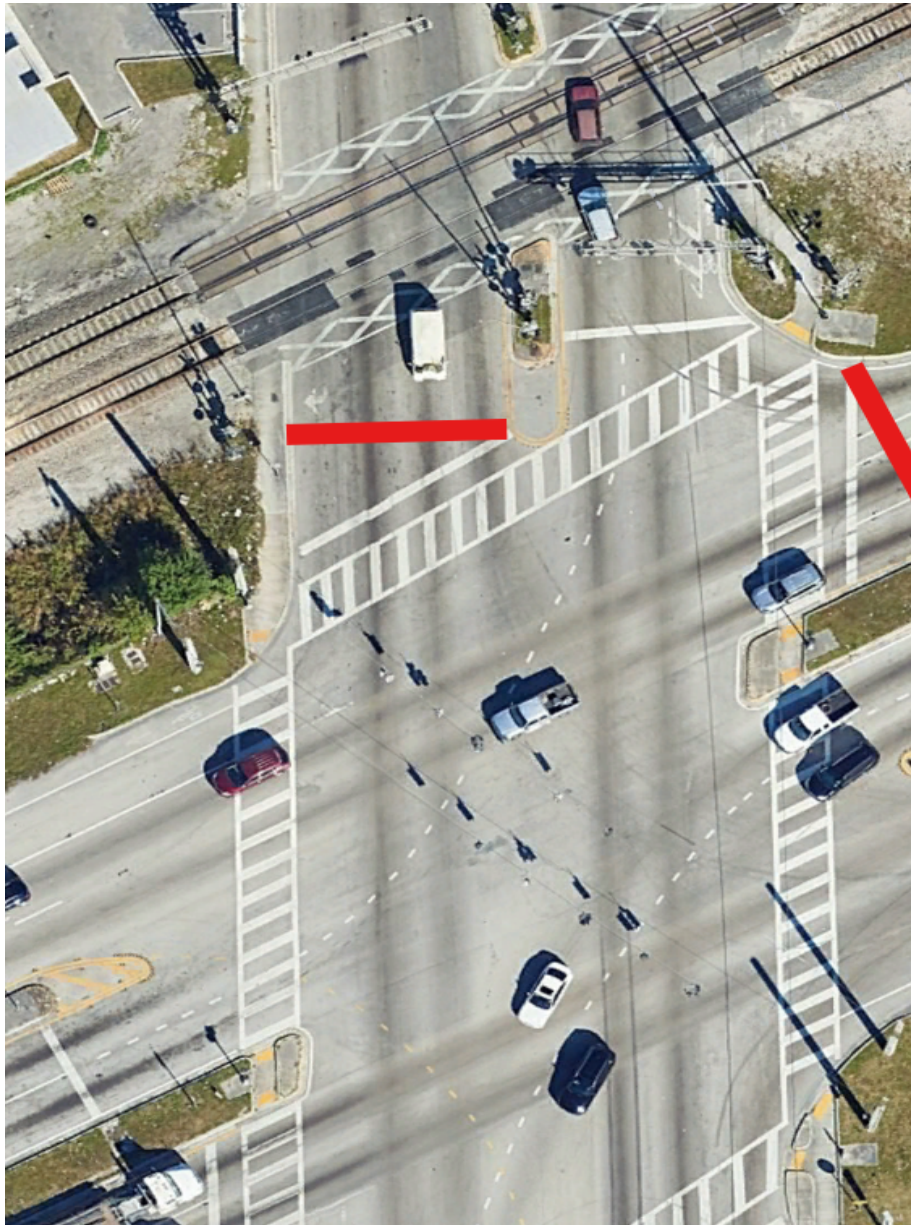
Offer striping guidance that designates Rutland Street as the primary thoroughfare, while positioning Vermont Street as a secondary approach with limited connectivity. Additionally, wherever possible, incorporate special emphasis crosswalks to enhance pedestrian safety and visibility.

Total:

Total Cost
\$10,690.67
\$75,811.50
\$1,750.00
\$108,655.55
\$23,947.88
\$64,255.36
\$50,357.36
\$91,676.19
\$10,775.49
\$27,627.38
\$43,420.38

\$23,378.64
\$58,405.91
\$4,809.76
\$95,448.62
\$58,791.82
\$39,211.49
\$16,402.86
\$805,416.86

1



2

D - Typical dotted line markings to extend center line and lane line

Note: Lane line extensions in the intersection may be dotted or solid white lines. Center line extensions in the intersection shall be dotted yellow lines.

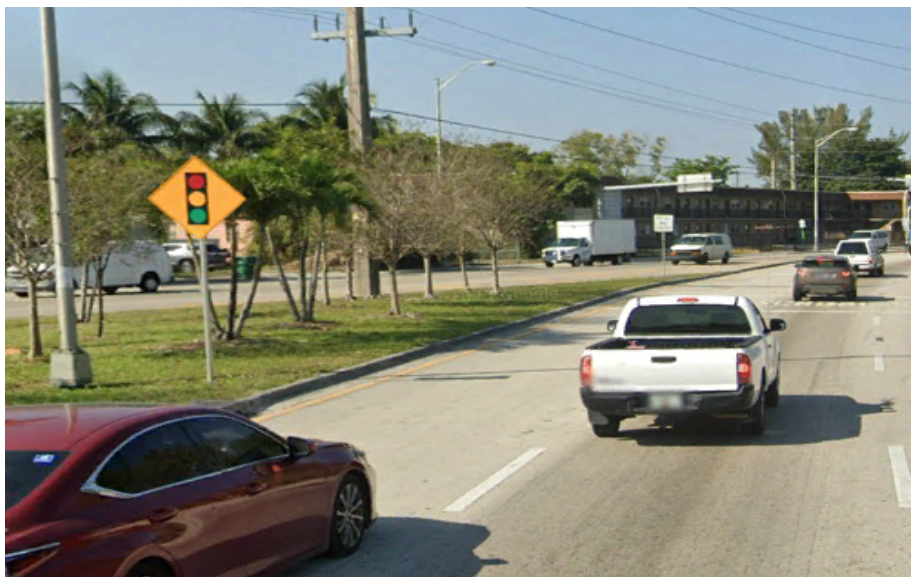




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4



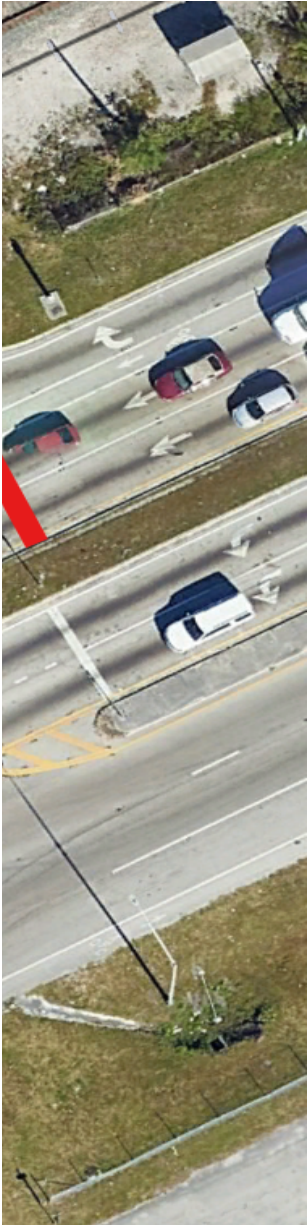
5



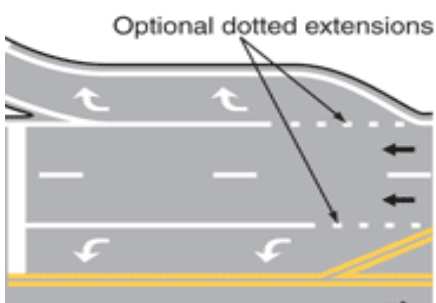
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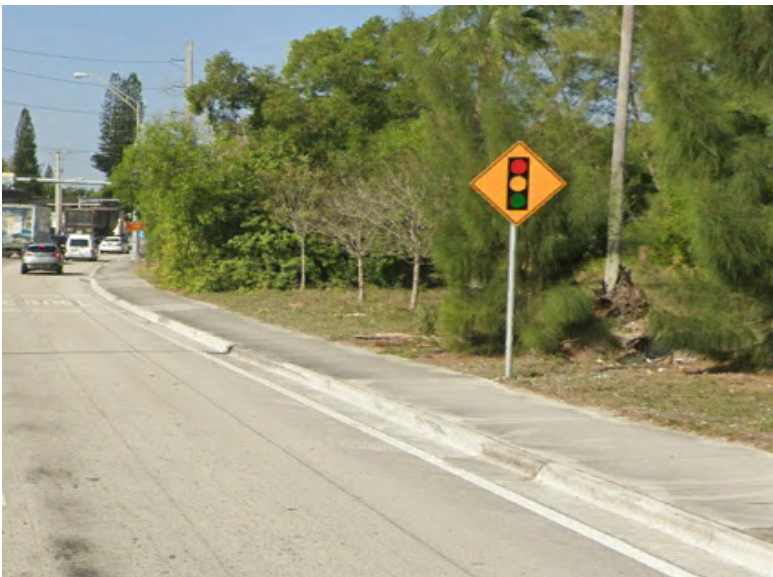






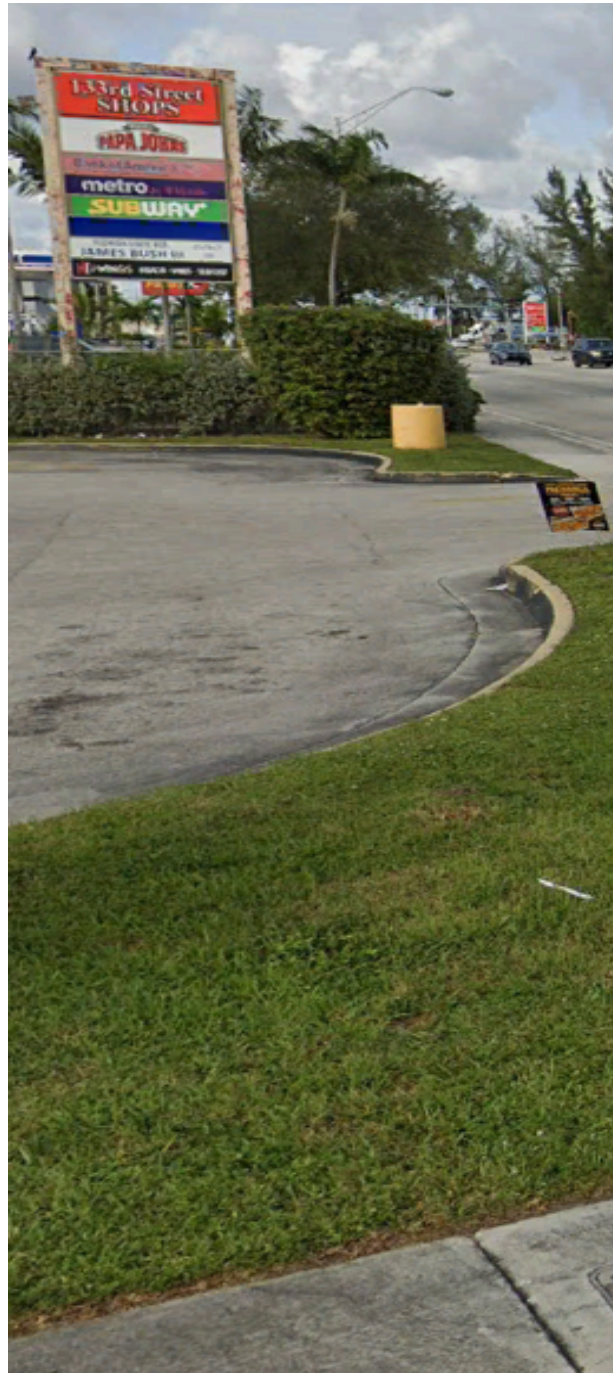
the markings into the intersection















Intersection: SR-9 & NW 22 Ave

Description of Improvement: Realign eastbound and westbound stop bar to be perpin

Contributing Factor/ Challenge: Intersection Sight Distance / Pedestrian Visibili

Category of Improvement: Intersection Improvements, Intersection Quickbuild, Visi

Item	Sub-item	Description
102	1	Maintenance of Traffic
711	11125	Thermoplastic, Standard, White, Solid, 24" for Stop Line and Crosswalk
711	17 1	Thermoplastic, remove existing thermoplastic pavement markings - surface to remain

Reference: FDOT Item Average Unit Cost from 2023/09/01 to 2024/08/31

pendicular, similar to the dual left turn lane stop bar, for improved sight distance
ity Restrictions
ibility Enhancement

Average	Unit	Quantity	Cost
\$3,462.35	Day	1	\$3,462.35
\$5.35	LF	80	\$428.00
\$14.04	SF	200	\$2,808.00
SUB-TOTAL			\$6,698.35

MOBILIZATION/MOT	6%	\$ 401.90
DESIGN	12%	\$ 803.80
CEI	12%	\$ 803.80
UTILITIES/PERMITTING	3%	\$ 200.95
CONSTRUCTION SUB-TOTAL	—	\$8,908.81
CONTINGENCY	20%	\$1,781.76
TOTAL		\$10,690.57

Intersection: Opa-Loc
Description of Improv
Contributing Factor/
Category of Improveme

Item	Sub-item
102	1
711	11125
711	11123
0632 7	2
0635 02	11
0646 1	11
0653 1	11
0665 1	11
0671 2	40
0110 4	10
0350 3	1
527	2
711	11241
0700 1	11
711	17 1

--

Reference: FDOT Item

Recommendation: Add western crosswalk, enhance crosswalk striping, add N/S extension striping, add N/S extension crosswalk Challenge: Visibility, Speeding, Pedestrian Safety Anticipated Outcome: Intersection Improvements
--

Average Unit Cost from 2023/09/01 to 2024/08/31

ld distance plaque to signal ahead warning signs on westbound approach

Average	Unit	Quantity	Cost
\$3,462.35	Day	3	\$10,387.05
\$5.35	LF	280	\$1,498.00
\$2.83	LF	400	\$1,132.00
\$14.72	LF	50	\$736.00
\$1,724.26	EA	2	\$3,448.52
\$2,821.77	EA	2	\$5,643.54
\$1,089.34	AS	2	\$2,178.68
\$509.03	EA	2	\$1,018.06
\$7,000.00	EA	1	\$7,000.00
\$35.38	SY	6	\$212.28
\$325	SY	6	\$1,950.00
\$40.76	SF	40	\$1,630.40
\$4,704.34	GM	0.02	\$94.09
\$547.66	AS	2	\$1,095.32
\$14.04	SF	675	\$9,477.00
SUB-TOTAL			\$47,500.94

MOBILIZATION/MOT	6%	\$ 2,850.06
DESIGN	12%	\$ 5,700.11
CEI	12%	\$ 5,700.11
UTILITIES/PERMITTING	3%	\$ 1,425.03
CONSTRUCTION SUB-TOTAL	—	\$63,176.25
CONTINGENCY	20%	\$12,635.25
TOTAL		\$75,811.50

Intersection: NW 132 St & NW 27 Ave

Description of Improvement 1: Remove Shrubbery to the northwest obstructing view to 1

Description of Improvement 2: Recommend intersection be further studied for protected

Contributing Factor/ Challenge: Driver Visibility, Intersection Sight Distance

Category of Improvement: Intersection Improvements, Intersection Quick Build, Visib:

Item	Sub-item	Description
1110	23	Tree Removal

Reference: FDOT Job Class Averages for District 6

the north for eastbound right turns. This will assist in providing adequate intersection s
d-only left turns during regular daylight hours

ility

Average	Unit	Quantity	Cost
\$1,750.00	EA	1	\$1,750.00
SUB-TOTAL			\$1,750.00

MOBILIZATION/MOT	6%	\$105.00
DESIGN	12%	\$210.00
CEI	12%	\$210.00
UTILITIES/PERMITTING	3%	\$52.50
CONSTRUCTION SUB-TOTAL	–	\$2,327.50
CONTINGENCY	20%	\$465.50
TOTAL		\$2,793.00

sight dista

Intersection: Opa-Locka B
Description of Improvement
Required Further Study &
Contributing Factor/Challenge
Category of Improvement:

Item	Sub-item
102	1
0653 1	11
711	11125
711	11123
0632 7	2
0635 02	11
0646 1	11
0653 1	11
0665 1	11
0671 2	40
0110 4	10
0350 3	1
527	2
650	2109
711	17 1

Reference: FDOT Job Class

blvd & NW 27 Ave

it: Add East/West Crosswalk with Lead Ped Interval on north leg, upgrade existing crosswalk to

Analysis: Retime for protected left turns and increase southbound All-Red Clearance time

enge: Pedestrian Connectivity & Safety

Pedestrian Safety, Intersection Improvements, Quick Build

Description	
Maintenance of Traffic	
Pedestrian signal, furnish and installed LED countdown, 1-way	
Thermoplastic, standard, white, solid, 24" for stop line and crosswalk	
Thermoplastic, standard, white, solid, 12" for stop line and crosswalk	
Signal Cable - Repair/replace/other, Furnish & Install	
Pull & Splice Box, F&I, 13" x 24" cover size	
Aluminum signals pole, pedestal	
Pedestrian signal, furnish & install LED countdown, 1-way	
Pedestrian Detector, furnish & install, standard	
Traffic Controller Modify	
Removal of existing concrete	
Plain cement concrete pavement, 6"	
Detectable warnings	
Vehicular signal auxiliaries, repair/repair/replace/retrofit - furnish and install backplate,	
Thermoplastic, remove existing thermoplastic pavement markings - surface to remain	
	UT
	CONS

; Averages for District 6

o special emphasis with LPI, add flexible retroreflective backplates (FRBs) to signal heads

Average	Unit	Quantity	Cost
\$3,462.35	Day	10	\$34,623.50
\$1,100.25	EA	2	\$2,200.50
\$5.35	LF	300	\$1,605.00
\$2.83	LF	300	\$849.00
\$14.72	LF	50	\$736.00
\$1,724.26	EA	2	\$3,448.52
\$2,821.77	EA	2	\$5,643.54
\$1,089.34	AS	2	\$2,178.68
\$509.03	EA	2	\$1,018.06
\$7,000.00	EA	1	\$7,000.00
\$35.38	SY	6	\$212.28
\$325	SY	6	\$1,950.00
\$40.76	SF	40	\$1,630.40
596.74	EA	6	3580.44
\$14.04	SF	100	\$1,404.00
SUB-TOTAL			\$68,079.92

MOBILIZATION/MOT	6%	\$ 4,084.80
DESIGN	12%	\$ 8,169.59
CEI	12%	\$ 8,169.59
ILITIES/PERMITTING	3%	\$ 2,042.40
STRUCTION SUB-TOTAL	–	\$90,546.29
CONTINGENCY	20%	\$18,109.26
TOTAL		\$108,655.55

ads. Could also consider pedestrian refuge.

Intersection: Opa-Locka Blvd & NW 22 Ave

Description of Improvement 1: Protect left turns or remove signage and shrubbery to increase visibility

Description of Improvement 2: Consider further analysis at this intersection for potential improvements

Contributing Factor/Challenge: Intersection Sight Distance, Visibility, Left-turn Fatalities

Category of Improvement: Intersection Improvement, Visibility, Quick Build

Item	Sub-item	Description	Average
102	1	Maintenance of Traffic	\$3,462.35
0700 01	60	Single Post Sign, Relocate	\$540.12
1110	23	Tree Removal	\$1,750.00

			MOBILITY
			UTILITIES/
			CONSTRUCTION
			CL

Reference: FDOT Item Average Unit Cost from 2023/09/01 to 2024/08/31

ase left-turn visibility.
 .l implementation of protected left turn.
 ies

Unit	Quantity	Cost
DA	2	\$6,924.70
EA	2	\$1,080.24
EA	4	\$7,000.00
SUB-TOTAL		\$15,004.94

ZATION/MOT	6%	\$ 900.30
DESIGN	12%	\$ 1,800.59
CEI	12%	\$ 1,800.59
PERMITTING	3%	\$ 450.15
SUB-TOTAL	–	\$19,956.57
CONTINGENCY	20%	\$3,991.31
TOTAL		\$23,947.88

Intersection: NW 133 St & NW 27 Ave

Description of Improvement: Install directional median

Contributing Factor/ Challenge: Conflicting Traffic, Drive Confusion, Conflict Points

Category of Improvement: Intersection Improvements, Quick Build

Item	Sub-item	Description	Average	Unit
102	1	Maintenance of Traffic	\$3,462.35	DA
0520 1	10	Concrete Curb & Gutter, Type F	\$38.10	LF
120	6	Embankment	\$46.23	CY
0570 1	2	Performance Turf, SOD	\$5.80	SY

MOBILIZATION/MOT
DESIGN
CEI
UTILITIES/PERMITTING
CONSTRUCTION SUB-TOTAL
CONTINGENCY

Reference: FDOT Item Average Unit Cost from 2023/09/01 to 2024/08/31

Quantity	Cost
10	\$34,623.50
110	\$4,191.00
25	\$1,155.75
50	\$290.00
SUB-TOTAL	\$40,260.25

6%	\$ 2,415.62
12%	\$ 4,831.23
12%	\$ 4,831.23
3%	\$ 1,207.81
—	\$53,546.13
20%	\$10,709.23
TOTAL	\$64,255.36

Intersection: NW 135 & NW 32 Ave

Description of Improvement: Recommend further evaluation to consider increasing all red c

Contributing Factor/ Challenge: Conflicting vehicular movements, aggressive driving

Category of Improvement: Intersection Improvement, Quick Build

Item	Sub-item	Description

Reference:

clearance time.

Average	Unit	Quantity	Cost
			\$0.00
			\$0.00
			\$0.00
			\$0.00
SUB-TOTAL			\$0.00

MOBILIZATION/MOT		\$	–
DESIGN		\$	–
CEI		\$	–
UTILITIES/PERMITTING		\$	–
CONSTRUCTION SUB-TOTAL	–		\$0.00
CONTINGENCY			\$0.00
TOTAL			\$0.00

Intersection: NW 27 A
Description of Improv
Contributing Factor/
Category of Improve

Item	Sub-item
102	1
711	11125
711	11123
0632 7	2
0635 02	11
0646 1	11
0653 1	11
0665 1	11
0671 2	40
0110 4	10
0350 3	1
711	17 1
527	2

Reference: FDOT Item

ement: Add east/west crosswalk, enhance crosswalk striping, add turning movement ex
Challenge: Pedestrian Connectivity, Pedestrian Safety, Driver Confusion
ment: Intersection Improvement, Pedestrian Connectivity, Pedestrian Safety, Quick Bui

Average Unit Cost from 2023/09/01 to 2024/08/31

tension striping

ld

Average	Unit	Quantity	Cost
\$3,462.35	Day	1	\$3,462.35
\$5.35	LF	220	\$1,177.00
\$2.83	LF	220	\$622.60
\$14.72	LF	50	\$736.00
\$1,724.26	EA	2	\$3,448.52
\$2,821.77	EA	2	\$5,643.54
\$1,089.34	AS	2	\$2,178.68
\$509.03	EA	2	\$1,018.06
\$7,000.00	EA	1	\$7,000.00
\$35.38	SY	6	\$212.28
\$325	SY	6	\$1,950.00
\$14.04	SF	60	\$842.40
\$40.76	SF	80	\$3,260.80
SUB-TOTAL			\$31,552.23

MOBILIZATION/MOT	6%	\$1,893.13
DESIGN	12%	\$3,786.27
CEI	12%	\$3,786.27
UTILITIES/PERMITTING	3%	\$946.57
CONSTRUCTION SUB-TOTAL	—	\$41,964.47
CONTINGENCY	20%	\$8,392.89
TOTAL		\$50,357.36

Intersection: SR-9 &
Description of Improv
Contributing Factor/
Category of Improveme

Item	Sub-item
102	1
711	11125
711	11123
0700 1	11
0654 2	12
0350 3	1
527	2

Reference:

Element: RRFB crossing with receiving sidewalk & advance warning signs
Challenge: Pedestrian Use without Safe Crosswalk, Pedestrian Safety, Pedestrian Connectivity,
Int: Pedestrian Safety, Pedestrian Connectivity, Intersection Improvements, Quick Build

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, Speeding, Roadway Geometry

Average	Unit	Quantity	Cost
\$3,462.35	Day	2	\$6,924.70
\$5.35	LF	60	\$321.00
\$2.83	LF	60	\$169.80
\$547.66	AS	2	\$1,095.32
\$21,700.00	AS	2	\$43,400.00
\$325	SY	12	\$3,900.00
\$40.76	SF	40	\$1,630.40
SUB-TOTAL			\$57,441.22

MOBILIZATION/MOT	6%	\$ 3,446.47
DESIGN	12%	\$ 6,892.95
CEI	12%	\$ 6,892.95
UTILITIES/PERMITTING	3%	\$ 1,723.24
CONSTRUCTION SUB-TOTAL	—	\$76,396.82
CONTINGENCY	20%	\$15,279.36
TOTAL		\$91,676.19

Intersection: NW 151 St & NW 27
Description of Improvement: Add
Contributing Factor/ Challenge:
Category of Improvement: Driver

Item	Sub-item
650	2109
Signal Retiming	Signal Tech

Reference:

Average	Unit	Quantity	Cost
\$596.74	EA	10	\$5,967.40
\$98.02	Per Hour	8	\$784.16
SUB-TOTAL			\$6,751.56

Requires Further Evaluation

MOBILIZATION/MOT	6%	\$ 405.09
DESIGN	12%	\$ 810.19
CEI	12%	\$ 810.19
UTILITIES/PERMITTING	3%	\$ 202.55
CONSTRUCTION SUB-TOTAL	–	\$8,979.57
CONTINGENCY	20%	\$1,795.91
TOTAL		\$10,775.49

Intersection: NW 22 Av
Description of Improve
Contributing Factor/ C
Category of Improvemen

Item	Sub-item
102	1
650	2109
711	11125
711	17 1
711	11123

Reference:

ment: Replace crosswalks with special emphasis, add RFB, potentially add new signal and mast
Challenge: Pedestrian Safety, Pedestrian Connectivity, Driver Visibility
it: Intersection Improvement, Quick Build

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arm on westerly leg. Potential ped refuge if desired.

Average	Unit	Quantity	Cost
\$3,462.35	Day	1	\$3,462.35
596.74	EA	6	3580.44
\$5.35	LF	500	\$2,675.00
\$14.04	SF	440	\$6,177.60
\$2.83	LF	500	\$1,415.00
SUB-TOTAL			\$17,310.39

MOBILIZATION/MOT	6%	\$ 1,038.62
DESIGN	12%	\$ 2,077.25
CEI	12%	\$ 2,077.25
UTILITIES/PERMITTING	3%	\$ 519.31
CONSTRUCTION SUB-TOTAL	—	\$23,022.82
CONTINGENCY	20%	\$4,604.56
TOTAL		\$27,627.38

250

50

Intersection: Ali Baba
Description of Improvement
Contributing Factor/ Cause
Category of Improvement

Item	Sub-item
102	1
650	2109
711	11125
711	17 1
711	11123

Reference:

ment:	Replace crosswalks with special emphasis, add RFB. Could consider ped refuge and new m
challenge:	Pedestrian Safety, Pedestrian Connectivity, Driver Visibility
t:	Intersection Improvement, Driver Visibility

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east arm on west leg if desired (not included).

Average	Unit	Quantity	Cost
\$3,462.35	Day	1	\$3,462.35
596.74	EA	10	5967.4
\$5.35	LF	800	\$4,280.00
\$14.04	SF	800	\$11,232.00
\$2.83	LF	800	\$2,264.00
SUB-TOTAL			\$27,205.75

*Engineer Estimate

MOBILIZATION/MOT	6%	\$	1,632.35
DESIGN	12%	\$	3,264.69
CEI	12%	\$	3,264.69
UTILITIES/PERMITTING	3%	\$	816.17
CONSTRUCTION SUB-TOTAL	—		\$36,183.65
CONTINGENCY	20%		\$7,236.73
TOTAL			\$43,420.38

Intersection: Ali Bab
Description of Improv
Contributing Factor/
Category of Improveme

Item	Sub-item
102	1
711	11125
0110 4	10
0350 3	1
527	2
0700 1	11
711	17 1
711	11123

Reference:

Int: Intersection Improvement, Quick Build

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g and ped crossing ahead warning signs in both directions. Potential pec

Average	Unit	Quantity	Cost
\$3,462.35	Day	1	\$3,462.35
\$5.35	LF	520	\$2,782.00
\$35.38	SY	6	\$212.28
\$325	SY	6	\$1,950.00
\$40.76	SF	40	\$1,630.40
\$547.66	AS	4	\$2,190.64
\$14.04	SF	120	\$1,684.80
\$2.83	LF	260	\$735.80
SUB-TOTAL			\$14,648.27

MOBILIZATION/MOT	6%	\$ 878.90
DESIGN	12%	\$ 1,757.79
CEI	12%	\$ 1,757.79
UTILITIES/PERMITTING	3%	\$ 439.45
CONSTRUCTION SUB-TOTAL	-	\$19,482.20
CONTINGENCY	20%	\$3,896.44
TOTAL		\$23,378.64

Intersection: Jann Av
Description of Improv
Contributing Factor/
Category of Improveme

Item	Sub-item
102	1
711	11125
0110 4	10
0350 3	1
527	2
0700 1	11
711	11224
711	17 1
711	11123

Reference:

ement: Shifting west crosswalk, shift north crosswalk, add n-s crosswalk on southe
Challenge: Driver Confusion, Pedestrian Connectivity, Pedestrian Safety
ent: Interesction Improvement, Quick Build

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east corner, add sidewalk connections, ped crossing signage, adv warning ped xing signage,

Average	Unit	Quantity	Cost
\$3,462.35	Day	3	\$10,387.05
\$5.35	LF	160	\$856.00
\$35.38	SY	13	\$459.94
\$325	SY	47	\$15,275.00
\$40.76	SF	120	\$4,891.20
\$547.66	AS	12	\$6,571.92
\$4.20	LF	300	\$1,260.00
\$14.04	SF	1300	\$18,252.00
\$2.83	LF	160	\$452.80
SUB-TOTAL			\$58,405.91

MOBILIZATION/MOT	6%	\$ 3,504.35
DESIGN	12%	\$ 7,008.71
CEI	12%	\$ 7,008.71
UTILITIES/PERMITTING	3%	\$ 1,752.18
CONSTRUCTION SUB-TOTAL	–	\$77,679.86
CONTINGENCY	20%	\$15,535.97
TOTAL		\$93,215.83

restripe roundabout, add yield signs and yield markings. Poter

Intersection: Jann Av
Description of Improv
Contributing Factor/
Category of Improve

Item	Sub-item
102	1
711	11125
710	11131
0700 1	50
711	17 1
711	15201

Reference:

ement: Restripe Minor approaches to align perpendicularly to mainline
Challenge: Driver Visibility, Driver Confusion
ent: Intersection Improvement, Quick Build

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Average	Unit	Quantity	Cost
\$3,462.35	Day	0.5	\$1,731.18
\$5.35	LF	25	\$133.75
\$685.37	GM	0.02	\$13.71
\$350.67	AS	1	\$350.67
\$14.04	SF	48	\$673.92
\$7,288.10	GM	0.01515	\$110.41
SUB-TOTAL			\$3,013.64

MOBILIZATION/MOT	6%	\$ 180.82
DESIGN	12%	\$ 361.64
CEI	12%	\$ 361.64
UTILITIES/PERMITTING	3%	\$ 90.41
CONSTRUCTION SUB-TOTAL	—	\$4,008.14
CONTINGENCY	20%	\$801.63
TOTAL		\$4,809.76

Intersection: Burling
Description of Improv
Contributing Factor/
Category of Improve

Item	Sub-item
102	1
650	2109
0632 7	2
0635 02	11
0646 1	11
0653 1	11
0665 1	11
0671 2	40
0110 4	10
0350 3	1
527	2
711	11125
711	11123
711	17 1

Reference:

gton St & NW 27 Ave

ement: Replace crosswalks with special emphasis, add RFB

Challenge: Pedestrian Connectivity, Pedestrian Safety, Driver Visibility

nt: Intersection Improvement, Quick Build

Description
Maintenance of Traffic
Vehicular signal auxiliaries, repair/repair/replace/retrofit - furnish and install backplate.
Signal Cable - Repair/replace/other, Furnish & Install
Pull & Splice Box, F&I, 13" x 24" cover size
Aluminum signals pole, pedestal
Pedestrian signal, furnish & install LED countdown, 1-way
Pedestrian Detector, furnish & install, standard
Traffic Controller Modify
Removal of Existing Concrete
Plain Cemenet Concrete Pavement, 6"
Detectable Warnings
Thermoplastic, Standard, White, Solid, 24" for Stop Line & Crosswalk
Thermoplastic, Standard, White, Solid, 12" for Stop Line & Crosswalk
Thermoplastic, Remove Existing Thermoplastic Pavement Markings - Surface to Remain

Average	Unit	Quantity	Cost
\$3,462.35	Day	2	\$6,924.70
596.74	EA	6	3580.44
\$14.72	LF	50	\$736.00
\$1,724.26	EA	4	\$6,897.04
\$2,821.77	EA	4	\$11,287.08
\$1,089.34	AS	4	\$4,357.36
\$509.03	EA	4	\$2,036.12
\$7,000.00	EA	1	\$7,000.00
\$35.38	SY	12	\$424.56
\$325	SY	12	\$3,900.00
\$40.76	SF	80	\$3,260.80
\$5.35	LF	600	\$3,210.00
\$2.83	LF	600	\$1,698.00
\$14.04	SF	320	\$4,492.80
SUB-TOTAL			\$59,804.90

MOBILIZATION/MOT	6%	\$ 3,588.29
DESIGN	12%	\$ 7,176.59
CEI	12%	\$ 7,176.59
UTILITIES/PERMITTING	3%	\$ 1,794.15
CONSTRUCTION SUB-TOTAL	—	\$79,540.52
CONTINGENCY	20%	\$15,908.10
TOTAL		\$95,448.62

Intersection: NW 22 /
Description of Improv
Contributing Factor/
Category of Improvement

Item	Sub-item
102	1
0654 2	12
0110 4	10
0350 3	1
527	2
711	11125
711	17 1
711	11123

Reference:

Ave & Wilmington St

ement: Replace crosswalks with special emphasis, add E-W crosswalk w/ RRFB

Challenge: Pedestrian Safety, Pedestrian Connectivity

ent: Intersection Improvement, Quick Build

Description
Maintenance of Traffic
Midblock Crosswalk: Rectangular Rapid Flashing Beacon, Furnish & Install - AC, Complete Sign
Removal of Existing Concrete
Plain Cemenet Concrete Pavement, 6"
Detectable Warnings
Thermoplastic, Standard, White, Solid, 24" for Stop Line & Crosswalk
Thermoplastic, Remove Existing Thermoplastic Pavement Markings - Surface to Remain
Thermoplastic, Standard, White, Solid, 12" for Stop Line & Crosswalk

Average	Unit	Quantity	Cost
\$3,462.35	Day	2	\$6,924.70
\$21,700.00	AS	1	\$21,700.00
\$35.38	SY	6	\$212.28
\$325	SY	6	\$1,950.00
\$40.76	SF	40	\$1,630.40
\$5.35	LF	300	\$1,605.00
\$14.04	SF	140	\$1,965.60
\$2.83	LF	300	\$849.00
SUB-TOTAL			\$36,836.98

MOBILIZATION/MOT	6%	\$ 2,210.22
DESIGN	12%	\$ 4,420.44
CEI	12%	\$ 4,420.44
UTILITIES/PERMITTING	3%	\$ 1,105.11
CONSTRUCTION SUB-TOTAL	—	\$48,993.18
CONTINGENCY	20%	\$9,798.64
TOTAL		\$58,791.82

Intersection: Opa Locka
Description of Improvement
Contributing Factor/ Cause
Category of Improvement

Item	Sub-item
102	1
711	11224
711	11180
0700 1	60
0700 1	11
711	11125
711	11123
711	17 1
711	16201

Reference:

Blvd & Wilmington St

ent: Pilot peanut roundabout project

allenge: Driver Confusion, Pedestrian Confusion, Pedestrian Safety

: Intersection Improvement, Quick Build

Description	Average
Maintenance of Traffic	\$3,462.35
Thermoplastic, Standard, Yellow, Solid, 18" for Diagonal or Chevron	\$4.42
Thermoplastic, Standard, White, Yield Line	\$7.24
Single Post Sign, Remove	\$21.46
Single Post Sign, F & I Ground Mount, Up to 12 SF	\$547.66
Thermoplastic, Standard, White, Solid, 24" for Stop Line & Crosswalk	\$5.35
Thermoplastic, Standard, White, Solid, 12" for Stop Line & Crosswalk	\$2.83
Thermoplastic, Remove Existing Thermoplastic Pavement Markings - Surface to Remain	\$14.04
Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"	\$5,766.18

MOBILI

UTILITIES/
CONSTRUCTION

C

Unit	Quantity	Cost
Day	2	\$6,924.70
LF	884	3907.28
LF	300	\$2,172.00
AS	3	\$64.38
AS	5	\$2,738.30
LF	300	\$1,605.00
LF	300	\$849.00
SF	400	\$5,616.00
GM	0.12	\$691.94
SUB-TOTAL		\$24,568.60

ZATION/MOT	6%	\$ 1,474.12
DESIGN	12%	\$ 2,948.23
CEI	12%	\$ 2,948.23
PERMITTING	3%	\$ 737.06
SUB-TOTAL	—	\$32,676.24
CONTINGENCY	20%	\$6,535.25
TOTAL		\$39,211.49

Intersection: Vermont
Description of Improve
Contributing Factor/ C
Category of Improvemen

Item	Sub-item
102	1
711	11224
711	11125
711	11123
0700 1	11
711	17 1
711	16201

Reference:

ment: Provide striping guidance by encouraging Rutland Street function as the mainline
Challenge: Driver Confusion, Pedestrian Safety, Pedestrian Connectivity
Goal: Intersection Improvement, Quick Build

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ne with Vermont Street as the minor approach with less connectivity. [Refer to graph:

Average	Unit	Quantity	Cost
\$3,462.35	Day	1	\$3,462.35
\$4.42	LF	860	3801.2
\$6.57	LF	70	\$459.90
\$2.83	LF	50	\$141.50
\$547.66	AS	2	\$1,095.32
\$14.04	SF	24	\$336.96
\$5,766.18	GM	0.17	\$980.25
SUB-TOTAL			\$10,277.48

MOBILIZATION/MOT	6%	\$ 616.65
DESIGN	12%	\$ 1,233.30
CEI	12%	\$ 1,233.30
UTILITIES/PERMITTING	3%	\$ 308.32
CONSTRUCTION SUB-TOTAL	–	\$13,669.05
CONTINGENCY	20%	\$2,733.81
TOTAL		\$16,402.86

ic] Add special emphasis crosswalk where feasible.

BIKE LANE PLANNING LEVEL EST

Project / Map ID	Facility Name	From	To	Length (miles)
1	Opa-locka Boulevard	Opa-locka Boulevard	NW 27 Avenue	0.74
2	Burlington Street	Sesame Street	Vermont Street	0.52
3	Ahmad Street	Sharazad Boulevard	Ali Baba Avenue	0.12
4	Ahmad Street	Sharazad Boulevard	Oriental Boulevard	0.44
5	Vermont Street	Burlington Street	NW 27 Avenue	0.16
6	Burlington Street	NW 26 Avenue	Ingram Park	0.71
7	Douglas Road Extension/Jann Avenue	Ali Baba Avenue	Perviz Avenue	0.65
8	NW 17 Avenue	NW 143 Street	Opa-locka Boulevard	0.39

ESTIMATE – OPA LOCKA VISION ZERO ACTION PLAN

Project Type	Cost Per Mile	Cost per Project	Planning & Engineering (15%)	Right-of-Way (20%)	Construction, Engineering, Inspection (12%)
Bike Lane	\$50,000.00	\$37,000.00	\$5,550.00	\$7,400.00	\$4,440.00
Bike Lane	\$50,000.00	\$26,000.00	\$3,900.00	\$5,200.00	\$3,120.00
Bike Lane	\$50,000.00	\$6,000.00	\$900.00	\$1,200.00	\$720.00
Bike Lane	\$50,000.00	\$22,000.00	\$3,300.00	\$4,400.00	\$2,640.00
Bike Lane	\$50,000.00	\$8,000.00	\$1,200.00	\$1,600.00	\$960.00
Bike Lane	\$50,000.00	\$35,500.00	\$5,325.00	\$7,100.00	\$4,260.00
Bike Lane	\$50,000.00	\$32,500.00	\$4,875.00	\$6,500.00	\$3,900.00
Bike Lane	\$50,000.00	\$19,500.00	\$2,925.00	\$3,900.00	\$2,340.00

N	
Contingency (20%)	Total Cost
\$10,000.00	\$64,390.00
\$10,000.00	\$48,220.00
\$10,000.00	\$18,820.00
\$10,000.00	\$42,340.00
\$10,000.00	\$21,760.00
\$10,000.00	\$62,185.00
\$10,000.00	\$57,775.00
\$10,000.00	\$38,665.00
Total	\$354,155.00

**PROJECT AGREEMENT FOR ENGINEERING CONSULTING
SERVICES BETWEEN THE CITY OF OPA-LOCKA, FLORIDA
AND ATKINSREALIS USA INC.**

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2025 between the **CITY OF OPA-LOCKA, FLORIDA**, a Florida municipal corporation with its principal offices located at 780 Fisherman St, Opa-Locka, Florida 33054 (the "City"), and AtkinsRealis USA Inc. a Florida profit corporation, (the "Consultant"), with its principal offices located at 4030 West Boy Scout Boulevard, Suite 700, Tampa, FL 33607.

WITNESSED:

WHEREAS, on January 22, 2025, by the adoption of Resolution No. 25-008, the City Commission approved a new pool of Architectural and Engineering Consultants to provide professional services to the City on an as needed basis; and

WHEREAS, the Consultant is a member of the new pool under the subcategory of Civil, Structural, M.E.P and General Consulting Engineering Services and has executed a Continuing Services Agreement applicable to the provision of such professional services; and

WHEREAS, the Consultant responded to the City's Request for Letters of Interest from June 2025 to evaluate the feasibility of a set of recommendations for "quick build" improvements, which include 18 intersections from the City's final adopted Comprehensive Safety Action Plan (CSAP) ("RLOI"), and has been chosen by the City to provide Professions Engineering Services (the "Services") for a feasibility study of Quick-Build intersections within the City, as provided in Consultant's Proposal dated July 17, 2025 (the "Project" or the "Scope of Services") and the parties, through mutual negotiation, have agreed upon the Scope of Services (Attachment "A").

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. Contract Documents

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (the "Specific Projects" or "Project Agreement") in the Continuing Services Agreement between the parties, including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement.

12 A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment “A”**.

13 The Continuing Services Agreement dated April 10, 2025, between the City and Consultant, the terms and conditions of which shall apply to the provision of Services under this Agreement.

14 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

15 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

2. The Work

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services request completed by the Consultant and accepted by the City.

3. Period of Service

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

4. Compensation

Compensation (the “Contract Sum”) for performing the Services related to the Project shall be a fee not to exceed Eighty-One Thousand Seven Hundred Seventy-Five Dollars (\$ 81,775.00) as specified in the Scope of Services request accepted by the City.

5. Payments

51 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Attachment A. The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

52 : The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. Termination

The Continuing Services Agreement may be terminated by the City for convenience upon thirty (30) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under the Continuing Services Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. Default:

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. Anti-lobbying/No Contingent Fee:

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. Warranties and Guarantees:

91 The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

92 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

10. Binding Effect:

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. Amendments and Modification:

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. Merger: Amendment:

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. Nonassignability:

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. Notices:

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

AtkinsRealis USA Inc.
Lorraine Rosado-Pietri, P.E
800 NW 62nd Avenue
Suite 700
Miami, Florida, 33126

With Copy to:

Ashley Howlett
AtkinsRealis USA Inc. – Registered Agent
4030 West Boy Scout Boulevard
Suite 700,
Tampa, FL 33607

FOR CITY:

CITY OF OPA-LOCKA
Sha'mecca Lawson,
Interim City Manager
780 Fisherman Street
Opa-Locka, FL 33054
Telephone: 305-953-2868

With Copy to:

BURNADETTE NORRIS-WEEKS, P.A.
City Attorney
401 NW 7th Avenue
Ft. Lauderdale, FL 33311
Telephone: 954-768-9770
Facsimile: 954-768-9790

15. Severability: Waiver:

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

16. Other Provisions:

161 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

162 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

163 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

164 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law, for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Upon completion of this Agreement, or in the event of termination by either party, and all public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein.

Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

16.5 Anti-human Trafficking. Prior to commencement of services or payment by the City, Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in section 787.06, F.S.

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

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized- representatives the day and year written below.

FOR CITY:

ATTEST:

CITY OF OPA-LOCKA

Joanna Flores, City Clerk

By: _____
Sha'mecca Lawson
City Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Opa-Locka:

City Attorney
Burnadette Norris-Weeks, P.A.

FOR CONSULTANT:

WITNESS:

AtkinsRealis USA Inc.

By: _____

Print Name: _____

Print Name: _____

Date: _____

Corporate Seal:

Sponsored by: City Manager

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, ADOPTING AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND IMPLEMENT THE FREEBEE SYSTEM SAFETY PROGRAM PLAN; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Opa-Locka is requesting approval to accept and implement Freebee System Safety Program Plan (SSPP), dated April 24, 2025, to ensure compliance with Florida Administrative Code ("FAC") Rule Chapter 14-90 and federal transit safety requirements; and

WHEREAS, the City of Opa-Locka ("City") as a provider of public transit system and as a Florida Department of Transportation (FDOT) grant recipient must comply with Chapter 14.90 of the Florida Administrative Code; and

WHEREAS, this item intends to meet Rule 14.90.004 of the Florida Administrative Code Bus Transit System Operational Standards, which requires that each bus transit system develops and implements a System Safety Program Plan (SSPP) that meets or exceeds the standards set forth under Chapter 14.90; and

WHEREAS, the acceptance and implementation of Freebee SSPP will formalize the City's compliance with Chapter 14.90, F.A.C. and related Americans with Disabilities Act (ADA) and safety requirements for contracted transit operations; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interests of the City and its residents to adopt and authorize the City Manager to accept and implement the Freebee System Safety Program Plan, attached hereto as Exhibit "A".

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 adopts and authorize the City Manager to accept and implement the Freebee System Safety Program Plan, attached hereto as Exhibit "A".

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. 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 5. EFFECTIVE DATE.

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

PASSED and ADOPTED this_____day of_____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by:_____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Santiago _____

Commissioner Ervin _____

Vice Mayor Kelley _____

Mayor Taylor _____



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin			Department Director Signature:			
City Manager:	Sha'mecca Lawson			CM Signature:			
Commission Meeting Date:	09.10.2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i> N/A	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
Funding Source: Account# :	<i>(Enter Fund & Dept)</i> Ex:		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	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:	City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO ACCEPT AND IMPLEMENT THE FREEBEE SYSTEM SAFETY PROGRAM PLAN.

Staff Summary:

Issue / Recommendation: Staff is requesting approval to accept and implement Freebee System Safety Program Plan (SSPP), dated April 24, 2025, to ensure compliance with Florida Administrative Code Rule Chapter 14-90 and federal transit safety requirements.

Current Activity: The City as a provider of public transit system and as an FDOT grant recipient must comply with Chapter 14.90 of the Florida Administrative Code. This item intends to meet the rule chapter 14.90.004 Bus Transit System Operational Standards which requires that each bus transit system develops and implements an SSPP that meets or exceeds the standards set forth under Chapter 14.90. The acceptance and implementation of Freebee SSPP will formalize the City's compliance with Chapter 14.90, F.A.C. and related ADA and safety requirements for contracted transit operations.

Financial Impact: There is no fiscal impact associated with adopting this policy.

Proposed Action:

Staff recommend that the City Commission adopt the Freebee SSPP and authorize the City Manager to execute all necessary implementation documents with Freebee.

Attachment:

1. Freebee SSPP
2. SSPP Endorsement Letter
3. ADA Endorsement Letter
4. EPDE Endorsement Letter
5. SSP Endorsement Letter

Management Commitment to ADA Compliance and Accessibility

Beefree, LLC DBA Freebee, is firmly committed to ensuring equal access and opportunity for individuals with disabilities across all aspects of our transit operations and services. This policy statement reaffirms management's dedication to comprehensive compliance with the Americans with Disabilities Act (ADA), fostering an inclusive transit environment where every individual is treated with dignity and respect.

In alignment with the ADA, Freebee has established clear, detailed procedures to ensure compliance and enhance accessibility. This includes the designation of a dedicated ADA Coordinator responsible for oversight, grievance resolution, and implementation of necessary modifications, ensuring that Freebee's policies and practices continually meet ADA standards.

Freebee commits to regularly conducting comprehensive ADA self-evaluations and developing proactive transition plans to systematically address any identified accessibility barriers in communications, facilities, services, and vehicles. This ongoing commitment includes adhering to ADA guidelines for effective communication, providing appropriate auxiliary aids and services, and ensuring physical access to all transit-related facilities and vehicles.

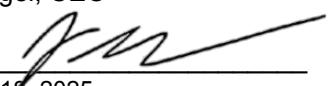
All Freebee personnel are responsible for understanding and actively implementing ADA requirements within their respective roles. Compliance training is provided regularly, equipping staff with the necessary knowledge and skills to accommodate and effectively respond to the needs of passengers with disabilities. Non-compliance or deviations from ADA standards are subject to administrative review and corrective action.

Through collective teamwork, robust documentation, ongoing training, and dedicated management oversight, Freebee reinforces its commitment to maintaining a fully accessible transit environment, promoting equal participation and inclusion for all community members.

This ADA Compliance Policy has been formally adopted by Freebee management and will serve as the guiding framework for ensuring ongoing adherence to ADA standards and excellence in accessibility across our transit operations.

This framework is hereby formally adopted by City of **Opa-Locka** as the official guideline for ADA compliance and accessibility in collaboration with Freebee's transit services. By adopting this framework, City of **Opa-Locka** affirms its commitment to inclusive mobility, coordinated accessibility planning, and the ongoing protection of civil rights for individuals with disabilities throughout its transit programs.

Freebee
Jason Spiegel, CEO

Signature: 
Date: July, 18, 2025

City of **Opa-Locka**

Signature: _____
Date: _____

Management Commitment to Emergency Preparedness Drills and Exercises

Beefree, LLC (DBA) Freebee (Agency), is committed to ensuring the highest level of preparedness and readiness for emergencies affecting our transit operations. This policy statement underscores management's active engagement and unwavering commitment to regularly conducting, documenting, and refining emergency preparedness drills and exercises. These initiatives safeguard our personnel, patrons, and community by maintaining robust, proactive response capabilities.

In compliance with Florida Administrative Code (FAC) Chapter 14-90, Freebee has developed and adopted comprehensive guidelines for Emergency Preparedness Drills and Exercises as outlined within our Security Program Plan (SPP). This plan explicitly details required procedures for conducting drills and exercises designed to address potential emergencies, including natural disasters, medical incidents, criminal activities, system failures, collisions, and operational disruptions.

Freebee management assumes full responsibility for ensuring these emergency preparedness activities occur regularly, reflecting realistic scenarios most likely to impact transit operations. This commitment includes conducting functional, full-scale, and tabletop drills throughout the year, both internally and collaboratively with local Emergency Operations Center (EOC) partners. Each exercise is meticulously documented, reviewed, and integrated into our continuous improvement framework to enhance staff preparedness and interagency coordination.

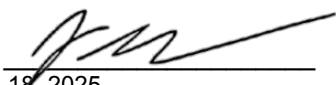
It is mandatory for all Freebee personnel to actively participate in these drills and adhere strictly to the procedures and guidelines outlined in the SPP. Any deviation or non-compliance is subject to administrative review and corrective action.

Through collective teamwork and adherence to our structured Emergency Preparedness Program, Freebee reinforces our operational readiness, ensuring swift, coordinated responses during emergencies and enhancing the security of our employees, passengers, and the broader community.

This Emergency Preparedness Drills and Exercises framework has been formally endorsed by Freebee management and serves as the foundational guide for maintaining compliance, safety, and operational excellence in transit emergency management.

This framework is hereby formally adopted by **City of Opa-Locka** as the official guideline for emergency preparedness drills and exercises in collaboration with Freebee's transit services. By adopting this framework, **City of Opa-Locka** affirms its commitment to coordinated emergency planning, interagency cooperation, and ongoing readiness to protect public safety and maintain service continuity under all conditions.

Jason Spiegel - CEO
Freebee

Signature: 
Date: July, 18, 2025

City of Opa-Locka

Signature: _____
Date: _____

Management Security Commitment and Policy Statement

Beefree, LLC. DBA Freebee (Agency), is committed to providing secure and efficient transportation services to the patrons. This policy statement serves to express management's commitment and active involvement in providing and maintaining a secure transit system, preventing and adequately responding to any threat coming either from inside the Agency or from outside.

In compliance with Florida Statutes (F.S.) Section 341.041, Section 334.044(2), and Section 341.061(2)(a), and Florida Administrative Code (F.A.C.), Chapter 14-73.001, and Chapter 14- 90 and in the interest of the security of the employee and patrons, Freebee has developed and adopted this Security Program Plan (SSP). It complies with established security standards and is intended to document all policies, functions, and responsibilities of the department in case of an emergency. It also contains information about mitigation, preparedness, response, recovery, and organizational structure. It applies to all areas of the Transit System, including maintenance, operation, administration, procurement, etc.

Freebee management is ultimately responsible for maintaining a coordinated security system in order to identify and prevent intentional actions and conditions that present a potential danger or threat to public security. Management is responsible for maintaining and implementing the SSP and complying with the policies, procedures, and standards included in this document. All personnel are responsible for incident prevention and for maintaining security standards consistent with their position and organizational function. Any violation of security practices is subject to administrative action. Management is ultimately responsible for enforcing the SPP and maintaining a secure system.

Through a cooperative team effort and compliance with Freebee Security Program Plan, the Transit System will maintain the highest security performance.

This Security Program Plan (SPP) has been formally adopted by the **City of Opa-Locka** as the governing security framework for its transit operations in partnership with Freebee. This adoption reflects the Village's commitment to upholding the highest standards of safety, security, and regulatory compliance in public transportation.

Jason Spiegel - CEO
Freebee

Signature_____

Date_____

City of Opa-Locka

Signature_____

Date_____

FREEBEE SYSTEM SAFETY PROGRAM PLAN (SSPP)
VERSION
04/24/25

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Author	Date	Section Changed	Reviewer(s)	Date
Jared Jacobs	01.07.2025	Major updates, complete redesign	Bryan Jobe, Jared Jacobs, Katherina Ali	1.13.2025
Bryan Jobe	01.09.2025	Minor updates/grammar	Jared Jacobs, Bryan Jobe, Katherina Ali	1.13.2025
Jared Jacobs	02.04.2025	Add organizational chart	Jared Jacobs, Bryan Jobe	02.05.2025
Jared Jacobs	04.24.2025	Update the appendix's	Bryan Jobe Jared Jacobs	4.24.2025
Jared Jacobs	04.24.2025	Qualification, Selection, & Training of Drivers	Bryan Jobe	4.24.2025
Bryan Jobe	04.24.2025	Operational and Driving Requirements	Jared Jacobs	04.24.2025

Introduction

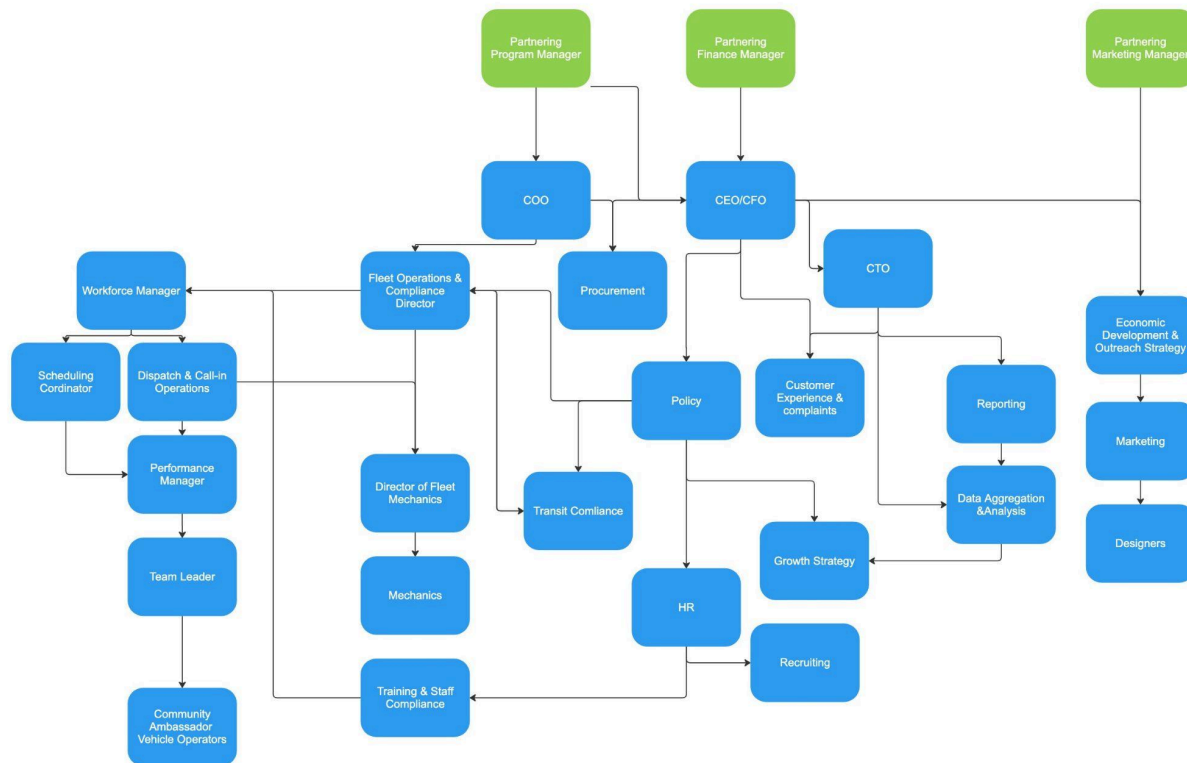
Company Overview

Freebee stands at the forefront of transforming urban mobility, revolutionizing the way the public transportation industry addresses first and last-mile connectivity challenges.

As an innovator, we offer complimentary, on-demand, eco-friendly transportation solutions, integrating seamlessly into the public transportation frameworks of diverse entities including municipalities, educational campuses, corporate complexes, and hospitality venues. Our holistic mobility solution is designed to be flexible, catering to the unique developmental goals of any community, while delivering a personalized experience that resonates deeply with our users.

At the core of Freebee's service is a dynamic platform that merges the operational capabilities of Uber with the community-focused insight of Yelp. This allows users to navigate and discover their community through curated categories, subsequently accessing free rides to their selected local destinations. In essence, Freebee is dedicated to enhancing connectivity within communities, fostering economic growth, and championing environmental sustainability.

Company Organizational Chart



Policy Statement and Authority for Safety Program

In alignment with the Moving Ahead for Progress in the 21st Century (MAP-21) Act, effective October 2012, there is a federal mandate requiring all public transit systems to develop and maintain a comprehensive safety plan. MAP-21 defines public transportation as regular, shared-ride services that are accessible to the public or specific segments thereof, such as individuals defined by age, disability, or economic status.

It is essential for transit systems, including Freebee, to create and implement a System Safety Program Plan (SSPP) as part of their operational framework.

The SSPP for Freebee is recognized as a foundational document, endorsed by our top management and governing bodies, to guide our safety efforts.

The authority outlined in the SSPP encompasses:

- The basis for the SSPP's creation and implementation.
- The delegation of responsibilities throughout the organization to ensure safety protocols are observed.

Our SSPP addresses the Six Core Elements essential for a comprehensive safety strategy.

1. Driver/Employee Selection
2. Driver/Employee Training
3. Safety Data Acquisition Analysis
4. Drug, Alcohol and Abuse Program
5. Vehicle Maintenance
6. Security

Purpose of the Safety Program Plan

The SSPP's purpose is multifaceted, aiming to articulate the rationale behind its development and the overarching safety philosophy of Freebee.

The plan serves as a vehicle for:

- Establishing a system-wide safety protocol.
- Demonstrating Freebee's dedication to maintaining a safe environment for passengers and staff.
- Implementing safety policies and achieving safety objectives.
- Complying with federal and state regulations, industry standards, and insurance requirements.

It also defines the synergy between system safety and operations, ensuring clarity of roles across departments.

Definitions relevant to our safety operations are included to ensure a unified understanding across the organization.

Goals for Vehicle Safety Management

The SSPP's primary aim is to proactively manage and mitigate safety hazards, establishing clear requirements, responsibilities, and documentation processes.

Goals are crafted to be:

- Long-term and continuously relevant.
- Specific and impactful.
- Achievable, ensuring practicality in their pursuit.

Goals include maintaining a high safety standard, hazard management, and securing necessary approvals for safety measures.

Objectives and Policies

Objectives form the actionable steps towards achieving our safety goals, requiring:

- Quantifiability and significance.
- Alignment with established policies for execution.

Policies, set forth by top management, provide the long-term framework for our safety initiatives, ensuring they are measurable and directed towards achieving specific objectives.

For example, implementing a comprehensive safety program that encompasses public, employee, and property safety, including aspects of fire protection and loss prevention.

System Description and Organizational Structure

Freebee's system is characterized by:

- A brief history and evolution of the service.
- The scope and scale of services offered.
- Description of physical infrastructure and operational features.
- Maintenance practices and system modifications to ensure ongoing safety and efficiency.

B. The organizational structure is detailed through:

- Diagrams illustrating the hierarchy and titles within the organization.
- The structure and key positions within the system safety unit.
- The interaction and communication channels between the safety unit and other departments.
- The relationship of Freebee's operations with local government entities, ensuring collaboration and compliance with local regulations.

This comprehensive SSPP framework underpins Freebee's commitment to providing a safe, efficient, and environmentally conscious microtransit service, fostering trust and reliability within the communities we serve.

SSPP Strategies

At the heart of Freebee's mission lies the unwavering dedication to providing exceptional transportation services, characterized by an uncompromising standard of safety, reliability, and efficiency. This is done while rigorously adhering to industry benchmarks and complying with state and federal mandates. The strategies set forth to achieve these ambitious goals include:

- **Proactive Hazard Identification:** Vigilantly spotting any potential safety threats within our operational ecosystem.
- **Innovative Solution Development:** Crafting and implementing strategies to eradicate or mitigate identified risks.
- **Ongoing Safety Management:** Continuously overseeing and managing all aspects of safety risks to ensure a secure environment.
- **Policy Formation and Enforcement:** Developing and upholding comprehensive policies related to transit operations and workforce welfare.
- **Comprehensive Support Framework:** Furnishing our transit personnel with the necessary guidance, policies, education, training, and support.
- **Structured Safety Incident Handling:** Instituting a formalized approach for addressing and managing safety-related occurrences.
- **Regulatory Compliance Assurance:** Guaranteeing adherence to all relevant local, state, and federal regulations and legislations.
- **Industry Benchmark Monitoring:** Keeping abreast of prevailing industry standards and evolving trends.
- **Vehicle Safety Checks:** Conducting thorough safety inspections of the transit fleet every year.

- **Rigorous Fleet Maintenance Program:** Implementing a systematic inspection and maintenance schedule to maintain the fleet's optimal and safe operational status.
- **Compliance Audits and Reviews:** Performing audits and assessments as mandated by the SSPP to uphold safety and operational integrity.

This SSPP not only serves as a guideline for operational excellence and safety but also embodies Freebee's commitment to setting the standard in the transportation sector, ensuring a seamless, safe, and efficient mobility experience for all stakeholders.

Definitions

Terms used in this rule chapter shall mean as defined in Section 341.031, F.S., in addition:

- The term “shall” is used throughout this document to indicate what is required by the Freebee SSPP.
 - The term “should” is used throughout this document to indicate a recommendation or best practice, yet not a requirement.
 - The term “may” is used to indicate an option that is permissible or allowable by the Freebee SSPP.
1. **“Accessible”** Describes a site, building, facility, vehicle, event, program, service, or portion thereof that complies with the American Disabilities Act.
 2. **“Accommodation”** A reasonable accommodation is any change to the application or hiring process, to the job, to the way the job is done, or to the work environment that allows a person with a disability who is qualified for the job to perform the essential functions of that job and enjoy equal employment opportunities. Accommodations are considered “reasonable” if they do not create an undue hardship or a direct threat. In order to determine what is reasonable, an employer must look at the request made by the applicant or employee with a disability. Whether or not an accommodation is reasonable will vary according to the position the employee holds, the way their disability affects their ability to do their job and the environment that they work in.
 3. **“Bloodborne pathogens”** are microorganisms that can cause disease when transmitted from one person with an infectious or contagious condition to another.
 4. **“Bus”** means any motor vehicle, other than a taxicab, which is designed or constructed for the public transport of persons for compensation and is owned, operated, leased, or controlled by a bus transit system. Buses are designated in two categories:
 - a. Type I means over 22 feet in length, including bumpers.
 - b. Type II means 22 feet or less in length, including bumpers and paratransit-type vehicles, such as minibusses, standard vans, modified vans, station wagons, and sedans.
 5. **“Bus Transit System”** means a community transportation coordinator; a public transit provider; or a private contract transit provider which owns, operates, leases, or controls buses or taxicabs where such transportation consists of continuous or recurring transportation under the same contract; or a privately owned or operated transit provider that receives operational or capital funding from the Department and owns, operates, leases, or controls buses, other than nonpublic sector buses that provide transportation services available for use by the general riding public.
 6. **“Community Transportation Coordinator”** means a provider of transportation services or an entity that ensures such services are provided by another bus transit system.
 7. **“Company Business”** is defined as driving in the direction, or for the benefit, of the employer. It does not include normal commuting to and from work.
 8. **“Department”** means the Florida Department of Transportation.
 9. **“Drive”** or **“Operate”** means all time spent at the controls of a bus in operation.

10. **“Driver”** means any person trained and designated to drive a bus on a street or highway being used for the public transport of persons for compensation.
11. **“Essential Functions”** To be qualified for a position, an applicant or employee must be able to perform essential job functions. Essential functions are job duties that are fundamental to the position, they are the reason the job exists. Some of the factors for determining essential functions of a job include:
 - Whether the position exists specifically to perform these essential functions.
 - The number of other employees who are available to perform the same job duties.
 - The expertise or skills required to perform the essential functions
1. **“FMVSS”** means the Federal Motor Vehicle Safety Standards in effect at the time the bus or component is manufactured.
2. **“For Compensation”** means for money, property, or anything else of value whether paid, received, or realized, directly or indirectly.
3. **“Individual with Disabilities (or) Persons with Disabilities”** An individual meets the Americans with Disabilities Act definition of “disability” that would qualify them for reasonable accommodations if they have “a physical or mental impairment that substantially limits one or more major life activities (sometimes referred to in the regulations as an “actual disability”).” If a disability is not obvious to an employer, they can ask for medical documentation from a healthcare provider to confirm the need for accommodation. Individuals who solely are “regarded as” having a disability but do not have a disability, are not qualified to receive reasonable accommodations.
4. **“Manufacturer”** means the original producer of the chassis, the producer of any type of bus, or the producer of equipment installed on any bus for the purpose of transporting individuals with disabilities.
5. **“Mobility Device”** is a device designed to assist walking or otherwise improve the mobility of people with a mobility impairment. Examples include walkers, canes, crutches, braces, wheelchairs, power wheelchairs, or electric scooters.
6. **“Moving violations”** are defined as a breach of traffic laws, which occurs while the vehicle is in motion. Examples include, but are not limited to, speeding, careless driving, failure to stop, failure to yield, and reckless driving.
7. **“Off-Duty”** means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.
8. **“Onboarding”** is the process of integrating a new employee at an organization to facilitate the acquisition of skills, knowledge, and behaviors necessary to be successful in the position through formal processes and informal means.
9. **“On Duty”** means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. “On Duty” includes all time spent by the driver as follows:
 - a. Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.
 - b. Inspecting, servicing, or conditioning any vehicle.
 - c. Driving.
 - d. Remaining in readiness to operate a vehicle (standby).
 - e. Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.
10. **“Passenger”** means a person who is on board, boarding, or alighting from a bus for the purposes of public transport.
11. **“Paratransit”** means those elements of public transit which provide service between specific origins and destinations selected by the individual user with such service being provided at a time that is agreed upon by the user and the provider of the service. Paratransit service is provided by taxis, limousines, “dial-a-ride” buses, and other demand-responsive operations that are characterized by their nonscheduled, non-fixed route nature.
12. **“Safe Condition”** means a condition where hazards are reduced to the lowest level feasible and substantial compliance exists with all safety rules, regulations, and requirements.
13. **“Safety Review”** means an on-site assessment to determine if a bus transit system has adequate safety management controls in place and functioning in accordance with the safety standards provided and incorporated by reference in this rule chapter.
14. **“Security”** means freedom from harm resulting from intentional acts against passengers, employees, equipment, and facilities.
15. **“Security Program Plan”** or **“SPP”** means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm.

16. **“Security Review”** means an on-site assessment to determine if a bus transit system has security management controls in place and functioning in accordance with the security requirements provided in this rule chapter.
17. **“Service Animal”** is defined by the Department of Transportation as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability, regardless of whether the animal has been licensed or certified by a state or local government.
18. **“System Safety Program Plan”** or **“SSPP”** means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures against injuries or damage.
19. **“Taxicab”** means any motor vehicle of nine passenger capacity or less, including the driver, engaged in the general transportation of persons for compensation, not on a regular schedule, between fixed termini, or over regular routes, where such vehicle does not provide transportation services as a result of a contractual agreement with a bus transit system.
20. **“Trailer Bus”** means a trailing or towed vehicle designed or used for the transportation of more than 10 persons, e.g., tram buses.
21. **“Twenty-four Hour Period”** or **“24-Hour Period”** means the consecutive time beginning at 12:00.01 a.m. to 12:00.00 a.m.
22. **“Unsafe Condition”** means anything which endangers human life or property.
23. **“Personal wireless communications device”** means an electronic or electrical device that was not provided by the bus transit system for business purposes.
24. **“Use of a wireless communications device”** means use of a mobile telephone or other electronic or electrical device, hands- on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; or to execute a computational function. Use of an electronic or electrical device that enhances the individual's physical ability to perform, such as a hearing aid, is not included in this definition.
25. **“Wireless communications device”** means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers).

System Safety Program Plan (SSPP) (Rule 14-90.004, F.A.C.)

At Freebee, safety is a primary concern in every phase of its operation. The company has developed and adopted a comprehensive System Safety Program Plan (SSPP) to ensure a safe and secure environment for employees, contractors, and the public using the system.

Management Responsibilities

Freebee's management is responsible for maintaining a coordinated safety system to identify and prevent unsafe acts and conditions that present a potential danger or threat to public safety. They are tasked with enforcing the SSPP and SPP, ensuring adherence to the policies, procedures, and standards detailed in these documents.

Management Safety Commitment and Policy Statement

Freebee's goals are to provide ongoing transportation services with a high standard of system safety that is reliable and efficient while meeting industry standards and state and federal requirements.

In addition to providing clean, climate-friendly, reliable, and free public transportation services within the designated service areas, Freebee is responsible for ensuring that safety is a primary concern in every phase of its operation. This includes ensuring the safety of passengers, employees, pedestrians and motorists as well as the safety of all property, both public and private, which Freebee comes into contact with during regular operations. Section 341.041, Florida Statutes (F.S.); Section 334.044(2), F.S.; and Section 341.061(2)(a), F.S., requires the establishment of minimum equipment and operational safety standards for all governmentally owned bus transit systems; privately owned or operated bus transit systems operating in this state which are financed wholly or partly by state funds; all bus transit systems created pursuant to Chapter 427, F.S.; and all privately owned or operated bus transit systems under contract with any of the aforementioned systems. Safety standards for bus transit systems are provided by Rule Chapter 14-90, Florida Administrative Code (F.A.C.), hereinafter referred to as Rule 14-90. Bus transit systems are required to develop, adopt, and comply with a System Safety Program Plan (SSPP), which meets or exceeds the established safety standards set forth in Rule 14-90. In the interest of safety and security, and in order to comply with the statutory requirements, Freebee has developed and adopted this System Safety Program Plan (SSPP) that complies with established safety standards set forth in Rule 14-90. The SSPP is intended to document all policies, functions, responsibilities, etc. of the agency necessary to achieve a high degree of system safety and applies to all areas of the transportation system, including procurement, administration, operations, maintenance, etc. Freebee management is responsible for maintaining a coordinated safety system in order to identify and prevent unsafe acts and conditions that present a potential danger or threat to public safety. Management has the responsibility for maintaining and implementing the SSPP and complying with the policies, procedures, and standards included in this document. All departments, personnel, and contract service operators are charged with the responsibility of adhering to this SSPP. Any violation of safety and security practices is subject to appropriate administrative action. Management is ultimately responsible for enforcing the SSPP and maintaining a safe and secure system. Each employee shall be responsible for performing his or her duties in a safe manner following the procedures as set forth in the System Safety Plan. It shall be the duty of each Freebee employee to cooperate fully and provide any information that is requested during any investigation or inspection that may be undertaken by Freebee, local authorities, the Florida Department of Transportation, the Federal Transit Administration, or any other public which may have concern regarding the safety of operations within Freebee.

Employee Responsibilities

All personnel, regardless of their role, are accountable for preventing incidents and upholding security standards that align with their position and function within the organization. Any breach of these security practices is subject to administrative action.

Any change to an employee's name, address, telephone number, marital status, emergency contact information, dependents, insurance beneficiaries, and change in tax withholding exemptions needs to be reported in writing without delay to the Human Resources Department. Employees are also responsible for notifying their immediate supervisor of any change in name and telephone number.

Freebee Driver employees are dependent on maintaining a valid driver's License to maintain their employment. Employees are required to keep the Department of Motor Vehicles advised of their current mailing address. In addition to having a legal responsibility to do so, the Department of Motor Vehicles uses mail to communicate about issues with driving privileges, and missing such communication can have a negative impact on continued employment. In addition to this responsibility, employees are required to notify Freebee Human Resources of all moving traffic violations, arrests, and convictions. Freebee shall evaluate each situation on a case-by-case basis to determine if the employee will continue employment.

Safety Goals and Objectives

Freebee has established the following goals and objectives to provide ongoing transportation services with a high standard of system safety:

- Identifying any potential unsafe conditions.
- Continuously monitoring and controlling all safety risks.
- Establishing and maintaining policies regarding transit operations and employees.
- Providing adequate guidance, policies, education, training, and support to all company employees.
- Maintaining a formal process for managing safety-related accidents/incidents.
- Requiring all employees to follow the company's SSPP.
- Ensuring compliance with all applicable federal, state, and local requirements, laws, and regulations.
- Monitoring current industry standards and trends.
- Reviewing the SSPP annually and updating as necessary.
 - **Before the 31st of January, The SSPP & SPP annual review board will meet to approve changes to the SSPP, SPP, and necessary addendums**
- Ensuring annual vehicle safety inspections for the transit fleet.
- Providing an inspection and maintenance program that keeps the transit fleet in a safe and operable condition.

Security Program Plan (SPP) (Rule14-90.004, F.A.C.)

"Security Program Plan" or "SPP" means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm.

The Freebee SPP has been adopted separately from the SSPP. Transit systems are prohibited by Section 119.071(3)(2), Florida Statutes, from publicly disclosing the SPP, as applicable under any circumstance. The document is maintained in a secure location by the management and access to the document is restricted to select agency personnel and appropriate DOT personnel exercising oversight in this area. On-site access to the SPP is granted to regulatory authorities (DOT, FTA, etc.) on an as-needed basis. Select portions of the SPP may be shared with employees depending on their job responsibilities.

Wireless Communications Plan (WCP) (Rule 14-90.004, F.A.C.)

Freebee's Wireless Communications Plan (WCP) is designed to ensure the safety and well-being of both its staff and riders by regulating the use of wireless communication devices within the company's operations. Here's an overview of the plan based on the provided information:

Personal Wireless Communications Device Use:

- The use of personal wireless communication devices is strictly prohibited while the vehicle is in motion. This includes making phone calls, texting, or using any apps not essential to the navigation and operational tasks assigned by Freebee.
- All personal devices must be turned off, and any earpieces must be removed from the operator's ear while occupying the driver's seat to eliminate distractions.

Company-Issued Devices:

- Freebee operators are issued devices that integrate with the Freebee application, ensuring minimal touchpoints and seamless ride completion without the distraction of personal or company-issued communication devices.
- The Freebee driver app is designed to prevent vehicle motion during the use of the mobile app, excluding navigation services.

Communication Procedures:

- Freebee establishes a company-monitored chat portal with talk-to-type technology, accessed via the mounted company tablet, for safe communication among colleagues and supervisors.

Emergency Situations:

- In emergencies, such as medical or family emergencies, where regularly issued equipment is inoperable, the use of personal wireless communication devices is permitted. Operators should follow general safety standards for safe communication while operating a vehicle.

Safety and Compliance:

- Policies ensure that the use of any wireless communication device does not interfere with the operator's safety-related duties.
- Drivers are provided with educational training on the proper use of company-issued wireless communication devices and the hazards associated with distracted driving.
- The "Curbing Transit Operator Distracted Driving" course, provided by the Center for Urban Transportation Research (CUTR), is a mandatory part of this training for all employees before operating a Freebee vehicle.

Monitoring and Enforcement:

- Drivers are monitored throughout the workday to ensure compliance with these policies, maintaining a high standard of safety and operational efficiency.

Freebee's WCP is integral to its commitment to creating a safe, efficient, and distraction-free environment for its staff and riders, emphasizing the importance of focused and responsible operation of vehicles at all times.

Qualification, Selection, and Training of Drivers (Rule 14-90.004, F.A.C.)

Freebee maintains a comprehensive approach towards recruiting, selecting, and training drivers, who are referred to as Community Ambassadors, to ensure the highest standards of safety, professionalism, and community engagement.

Recruitment and Selection:

Freebee prioritizes local hiring, offering competitive benefits to foster long-term investment in its team. The recruitment process emphasizes community engagement, customer service experience, and strong driving history, aiming to attract individuals motivated by community service and environmental sustainability. Through community outreach and partnerships, Freebee attracts qualified candidates who are integral to the service's success.

- The process begins with recognizing staffing needs within operational zones, crafting targeted recruitment strategies, and publicizing vacancies.
- Applicants are screened against minimum qualifications, with a refined candidate pool based on skill set and experiential preferences.
- Candidates undergo initial screening through telephone interviews, in-person compatibility assessments, professional references, and previous employment verification.
- Comprehensive background checks, including criminal history, driving records, and substance testing, are mandatory.
- Conditional job offers are extended, contingent upon passing a DOT medical examination.

Candidate Qualifications:

- Prospective Community Ambassadors must possess a valid driver's license, be at least 21 years old, and have a minimum of two years of driving experience.
- Candidates should exhibit a vibrant personality, proficiency in time management, strong communicative abilities, bilingual capabilities are preferred, familiarity with the operational area, and experience in customer service.

Background Review Process:

- Candidates' backgrounds are meticulously evaluated by Human Resources, with confidentiality maintained for all sensitive information.
- The Substance Abuse Policy aligns with federal regulations, requiring drug screenings for all new hires.
- Background checks are conducted during the hiring process and contingently checked annually.

Training

Freebee's driver training program encompasses a comprehensive curriculum designed to ensure that all Community Ambassadors are well-prepared for their roles, enhancing the safety, efficiency, and quality of service provided. The program integrates various instructional and procedural training areas, emphasizing hands-on experience, theoretical knowledge, and practical application.

Orientation

- New hires undergo a well-organized onboarding process, receiving comprehensive orientation on company policies, procedures, benefits, and the Freebee mobile application.
- The driver training program spans up to two weeks, combining classroom education, Learning Management System (LMS) training, hands-on equipment training, and behind-the-wheel training.

Classroom Training:

- Classroom training covers company overview, service areas, regulatory rules, ADA compliance, customer service standards, communication protocols, safety and security guidelines, and emergency procedures.
- The courses emphasize equipment familiarization, vehicle inspections, hazard recognition, and adherence to local, state, and federal laws.

Behind-the-Wheel Training:

- Focuses on vehicle maneuvering, equipment familiarization, route driving, defensive driving, safe vehicle operation, passenger assistance, and wheelchair securement.

Learning Management System (LMS) Training:

- Freebee offers a tiered training program for on-demand training, covering essential skills and compliance with safety standards. This program supports continuous professional development, offering paths to career advancement within the company and fostering a strong company culture through team-building events and transparent self-evaluation processes.

Vehicle Transit System Safety and Operational Policies and Procedures

- Training begins with a thorough overview of Freebee's safety and operational policies, ensuring drivers understand the importance of maintaining a safe environment for both passengers and themselves. This includes adherence to traffic laws, adherence to schedules, and proper conduct in various service scenarios.
 - Covered in the In-person training, "14-90", & "Introduction to Freebee" courses

Operational Vehicle and Equipment Inspections

- Drivers receive training on conducting pre-shift and post-shift vehicle inspections, identifying potential issues that could affect vehicle safety or operation. This ensures that vehicles are always in optimal condition for service.
 - Covered in the In-person training, “How to Clean a Freebee”, & “14-90” Courses

Vehicle Equipment Familiarization

- Drivers are trained on all the equipment within the vehicle, including the use of safety features, navigational aids, and any specialized equipment like wheelchair ramps and lifts, ensuring they can operate the vehicle and its equipment confidently.
 - Covered in the In-person training & “How to Clean a Freebee” Course

Basic Operations and Maneuvering

- The training program covers the basics of vehicle operation, focusing on maneuvering in various traffic conditions, parking, and navigating urban environments safely and efficiently.
 - Covered in the In-person training & “Driver Safety” Course

Safe Approach and Departure from Stops

- Specific instructions are provided on how to safely approach and depart from stops to avoid contact with pedestrians and other hazards, ensuring passenger safety during boarding and alighting.
 - Covered in the In-person training, “Curbing Transit Distracted Driving”, & “Driver Safety” Courses

Boarding and Alighting Passengers

- Drivers learn the best practices for assisting passengers as they board and alight, including special attention to those requiring additional assistance, to ensure a smooth and safe process.
 - Covered in the In-person training, “Disability Etiquette”, & “De-Escalation” Courses

Operations of Wheelchair Lifts and Other Special Equipment

- Training includes detailed instructions on operating wheelchair lifts and other equipment designed to assist passengers with disabilities, ensuring inclusivity and accessibility for all passengers.
 - Covered in the In-person training, “Freebee XL Wheelchair Lift Safety” and all “Q’straint Securement” courses.

Defensive Driving

- A significant focus is placed on defensive driving techniques, teaching drivers to anticipate and avoid hazards, maintain safe following distances, and react appropriately to unforeseen situations.
 - Covered in the In-person training, “Driver Safety”, & “Curbing Transit Distracted Driving” Courses

Passenger Assistance and Securement

- Drivers are trained on how to assist passengers effectively, including securing wheelchairs and providing aid to those in need, ensuring a safe, equitable, and comfortable ride for everyone.
 - Covered in the In-person training, "Freebee XL Wheelchair Lift Safety" and all "Q'straint Securement" courses.

Handling of Emergencies and Security Threats

- Community Ambassadors receive comprehensive training on handling emergencies, from vehicle breakdowns to medical emergencies, and security threats, ensuring they can respond effectively and keep passengers safe.
 - Covered in the In-person training, "Active Shooter Training", "De-Escalation", and "Fire Extinguisher Safety" courses. Additional training in the "Continued Education" categories.

Security and Threat Awareness

- The program includes training on recognizing and responding to security threats, maintaining awareness of the environment, and taking appropriate action to protect passengers and themselves.
 - Covered in the In-person training, "Active Shooter Training", "De-Escalation", and "Fire Extinguisher Safety" courses. Additional training in the "Continued Education" categories.

Driving Conditions

- Drivers are prepared to adapt to various driving conditions, including weather changes and traffic patterns, ensuring safe and reliable service under all circumstances.
 - Covered in the In-person training, "Driver Safety" courses

Remedial Training:

Freebee will employ remedial training for drivers who have been involved in a serious collision or have developed unsafe driving behavior or other driving problems. Other causes for remedial training may include persistent customer complaints, supervisor recommendations, or a result of ongoing evaluations. Depending on the circumstances, the Incident Review Committee (IRC) will determine the appropriate remedial training and testing, the results of which will also be documented and retained in files.

This comprehensive approach ensures that Freebee drivers are well-equipped to provide safe, professional, and engaging service to the community, reinforcing Freebee's commitment to operational excellence and community safety.

Operational and Safety Procedures (Rule 14-90.004)(3)(e), F.A.C.)

Freebee's Operational and Safety Procedures are integral to maintaining a high standard of system safety that is reliable and efficient while meeting industry standards and state and federal requirements. The comprehensive approach includes the identification of hazards, the development of potential solutions to minimize risks, the establishment of safety standards for employees and contractors, integration of system safety with daily operations through operational standards and procedures, vehicle maintenance, inspections, record-keeping, audits, quality assurance, and quality control.

Communication & Handling of Hazards, Unsafe Conditions, Security Threats, and Emergencies

Freebee emphasizes the importance of communication and proper handling of hazards, unsafe conditions, security threats, and emergencies to ensure the safety of both employees and passengers. Employees are trained to identify potentially hazardous conditions, monitor and control safety risks, and comply with all federal, state, and local laws, rules, and regulations.

Familiarization and Operation of Safety & Emergency Equipment, Wheelchair Lift Equipment, & Restraining Devices

Freebee ensures all drivers are familiar with and capable of operating safety and emergency equipment, including wheelchair lifts and restraining devices. Drivers are trained on ADA compliance, including the operation of wheelchair lifts/ramps and the securement of passengers and their mobility devices, to ensure safe and accessible transportation for all passengers.

Daily Inspections Report

Drivers are required to complete a *Pre-Shift Vehicle Safety Inspection Checklist* (See the section, **Vehicle Safety Inspections**) at the start of their shift. This checklist is designed to ensure that vehicles are in safe and proper working condition before being put into service. The inspection includes checks on lights, brakes, tires, interior and exterior conditions, and safety equipment. Any issues requiring attention are reported immediately to a supervisor or manager before the vehicle is driven.

Records Retention and Distribution

Freebee has established comprehensive procedures for "Record Maintenance, Retention, and Distribution" to ensure that all operational and safety records are accurately maintained, securely stored, and appropriately distributed as required. This process is crucial for the continuous monitoring and improvement of safety and operational practices within the organization. By adhering to these procedures, Freebee demonstrates its commitment to transparency, accountability, and compliance with all relevant regulations and standards.

Driver Records (*Rule 14-90.004*)(3)(g), F.A.C.)

Freebee upholds a rigorous procedure for managing and retaining records of driver background checks, qualifications, detailed training, and daily duty statuses, all centralized within the Freebee Dashboard (CMS). This comprehensive system ensures that management and partnering municipalities have immediate access to critical information, enhancing transparency and operational efficiency.

Records of Driver Background Checks and Qualifications

Freebee's recruitment process is designed to select Community Ambassadors who embody the company's ethos and meet stringent operational standards. This includes exhaustive background checks covering criminal history, driving records, and substance testing. Moreover, it involves verifying valid Florida driver's licenses and evaluating candidates' driving experience, personality, communicative abilities, and area familiarity. All background and qualification records are meticulously managed through the Freebee Dashboard, ensuring secure and compliant storage of sensitive information.

Detailed Description of Training Administered & Completed by Each Driver

Upon joining, Freebee ensures that each driver undergoes comprehensive training encompassing DOT medical examinations, incident avoidance, defensive driving, ADA compliance, and adherence to regulations, among many other topics. This training and each employee's progress are recorded and tracked within the Freebee Dashboard (CMS). This platform facilitates the easy retrieval of training records while also automating retraining when it is required.

Each Driver's Daily Duty Status

The daily duty status of each driver, including days worked, on-duty hours, driving hours, and reporting times, is accurately recorded within the Freebee Dashboard. This system enables effective tracking of compliance with working hours regulations, ensuring drivers do not exceed legal limits and receive mandated rest periods. Additionally, vehicle inspection, maintenance, and service records are linked to each vehicle's asset number within the dashboard, guaranteeing that all vehicles meet the highest standards for safe operation.

Maintenance Records (*Rule 14-90.004(4)(d), F.A.C.*)

Freebee maintains meticulous records on the make, model, long-term original equipment manufacturer (OEM), license number, and ownership details of each vehicle within its fleet. These records, including dates, mileage, warranty tracking and identification of eligible items, descriptions of inspections, maintenance, lubrication intervals, and details of any off-site repairs or maintenance activities, are all centrally managed and reported within the Freebee Dashboard (CMS). This comprehensive system ensures that every aspect of vehicle maintenance and repair is documented and easily accessible.

For vehicles not owned directly by Freebee, the CMS records include the name of the person or lessor furnishing the vehicles. Similarly, the names and addresses of entities or contractors performing any inspections, maintenance, lubrication, or repairs are systematically logged. This ensures a transparent and traceable maintenance history for each vehicle in the fleet.

The Freebee Fleet Operations Manager coordinates all maintenance and repairs, scheduling preventive maintenance based on time and usage to ensure the longevity and safety of company assets. Routine checks include battery inspections every six months, tire rotations, brake and brake fluid inspections, and coolant system replacements, following a strict timetable to uphold the highest standards of vehicle maintenance.

Moreover, any repairs outside the regular preventative maintenance schedule require pre-approval from the Fleet Operations Manager, who is also responsible for procuring any necessary parts in compliance with Freebee's procurement policy. In cases where a vehicle becomes non-operational or breaks down,

the process for towing, repair, and return to service is efficiently managed and documented within the CMS, ensuring seamless communication and coordination between drivers, supervisors, and the maintenance team.

The annual inspection and vehicle roster of each transit vehicle, conducted by a qualified Fleet Department employee, is meticulously recorded in the CMS. This includes a detailed log of average annual millage, any identified defects or deficiencies, corrective actions taken, work order placements, and the vehicle's service readiness. All inspection, maintenance, and service records are retained for a minimum of five years, demonstrating Freebee's commitment to safety, reliability, and regulatory compliance.

Access to this wealth of information is not restricted solely to Freebee management. Partnering municipalities and other stakeholders can request and obtain detailed reports on vehicle maintenance and operational status, ensuring full transparency and reinforcing Freebee's dedication to maintaining a high standard of service and safety.

Safety Inspections (*Rule 14.90-009*)(5), F.A.C.)

The Freebee Dashboard centralizes records of annual safety inspections, facilitating immediate access to documentation of corrective actions. It enhances transparency and accountability by allowing Freebee management to review compliance with safety standards in real-time. The platform enables a streamlined process for scheduling inspections and tracking follow-up actions to ensure vehicles meet safety requirements consistently.

Event and Incident Reporting and Investigation Records (*Rule 14-90.004*)(7), F.A.C.)

Through the Freebee Dashboard, incident reporting and investigation are digitized, allowing for swift notification and comprehensive documentation of events. This system captures detailed reports, investigation findings, causal factors, and corrective action plans, along with supporting documents. It empowers Freebee to analyze trends, implement preventative measures, and share findings across departments to improve overall safety protocols.

Medical Records (*Rule 14-90.0041*)(4, F.A.C.)

The platform securely stores medical records of Freebee drivers, including Biennial, Pre-employment, and follow-up medical examinations, in full compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations and standards. It ensures compliance with health and safety regulations by providing easy access for verification and audit purposes, and maintaining the privacy and confidentiality of sensitive employee health information.

SSPP & SPP Review and Revision (Rule 14-90.010)(d), F.A.C.)

Freebee is committed to maintaining the highest standards of safety and security for its passengers, employees, and the communities it serves. To uphold this commitment, Freebee will conduct annual reviews of its SSPP and SPP, incorporating feedback from operations, compliance audits, incident reports, and changes in federal and state regulations.

Review Process:

- **Annual Review Schedule:**
 - The SSPP and SPP will be reviewed annually, with additional reviews as needed in response to significant operational changes, regulatory updates, or following an incident.
- **Review Committee:**
 - A review committee comprising representatives from management, operations, safety, security, and human resources will be established to oversee the review process.
- **Stakeholder Engagement:**
 - Input will be solicited from all levels of the organization, including drivers, maintenance staff, and administrative personnel, to ensure comprehensive feedback on the effectiveness of existing safety and security measures.
- **Regulatory Compliance:**
 - The review will include an assessment of compliance with current federal and state regulations, with a focus on adapting to new or revised legal requirements.
- **Incident Analysis:**
 - An analysis of safety and security incidents reported since the last review will be conducted to identify trends, causal factors, and the effectiveness of corrective actions.
- **Technology and Best Practices:**
 - The committee will consider advancements in technology and industry best practices to enhance safety and security measures.

Revision Process:

- **Documentation of Changes:**
 - Proposed revisions will be documented, including the rationale for changes and the expected impact on safety and security outcomes.
- **Approval and Implementation:**
 - Revisions will be presented to Freebee's top management for approval. Upon endorsement, the updated SSPP and SPP will be implemented across the organization.
- **Communication and Training:**
 - Changes to the SSPP and SPP will be communicated to all employees through meetings, training sessions, and updates to the Freebee Dashboard. Necessary training will be provided to ensure compliance with revised policies and procedures.
- **Record-Keeping:**
 - The Freebee Dashboard will maintain a record of all revisions, including dates of changes and summaries of modifications, to ensure a transparent revision history.

Compliance Monitoring:

Non-compliance issues will be addressed promptly, with corrective actions documented and reviewed in subsequent annual revisions.

Pre-trip Inspections and Corrective Action (*Rule 14-90.006, F.A.C.*)

Daily vehicle inspections and corrective actions are automatically documented within the Freebee Dashboard through the driver-side Freebee application. The records are retained for a minimum of two years. This digital log enhances the efficiency of pre-trip checks, ensuring any issues are immediately reported, effectively communicated and promptly addressed. The platform's real-time updates and notifications support proactive maintenance and safety measures.

By centralizing these critical operational and safety records within the Freebee Dashboard, the company ensures that management and partnering municipalities have on-demand access to comprehensive data. This approach not only enhances operational transparency but also streamlines compliance and safety monitoring, reinforcing Freebee's dedication to excellence in community service and safety standards.

Drug-Free Workplace (*Rule 14-90.004(3)(h), F.A.C.*)

Substance Abuse Policy:

In alignment with Chapter 14-90.004(3)(h) and federal regulations, Freebee is committed to providing a safe, healthy, and productive work environment for all employees and passengers. Recognizing the impact of substance abuse on safety, health, and performance, Freebee strictly prohibits the use, possession, distribution, sale, or manufacture of alcohol, illegal drugs, or controlled substances in the workplace.

Objectives:

- To ensure the safety of all employees and passengers.
- To maintain high standards of employee productivity and performance.
- To comply with all applicable federal, state, and local laws related to drug and alcohol use in the workplace.

Scope:

This policy applies to all employees, including full-time, part-time, temporary staff, and contractors, during work hours and while representing Freebee in any capacity.

Prohibited Behaviors:

- Reporting to work or working while under the influence of alcohol, illegal drugs, or controlled substances.
- Using, possessing, distributing, selling, or manufacturing any such substances on company premises or while performing company business.
- Refusing to submit to any drug or alcohol testing as required by this policy.

Testing:

Freebee conducts drug and alcohol testing in the following situations:

- Pre-employment screening for all new hires.
- Random testing of employees.
- Reasonable suspicion testing when there is evidence or indication of drug or alcohol use.
- Post-accident testing for all moving incidents, incidents that result in injury, or significant property damage.
- Return-to-duty testing before an employee returns to work after a violation of this policy.
- Failure to pass the initial or any subsequent drug test results in disqualification or termination.

Support and Assistance:

Freebee encourages employees struggling with substance abuse to seek help voluntarily. The company provides resources and support for employees, including:

- Confidential employee assistance programs (EAP) for counseling and referral services.
- Leave or adjusted work schedules for participation in rehabilitation or treatment programs.

Disciplinary Actions:

Violations of this policy may result in disciplinary action, up to and including termination of employment. Actions taken will be consistent with company policies, labor agreements, and applicable laws.

Education and Training:

Freebee commits to educating employees about the dangers of drug and alcohol abuse, the specifics of this policy, and the resources available for those seeking help. Regular training sessions will be conducted for all employees.

Confidentiality:

All information related to drug and alcohol testing will be handled confidentially, consistent with applicable laws and regulations.

Maintenance (*Rule 14-90.004(4), F.A.C.*)

All maintenance and repairs on Freebee vehicles are managed by the Fleet Operations Manager to ensure optimal care and stewardship of company assets. Preventative maintenance schedules are based on time and vehicle usage to maintain operational efficiency and safety.

- **Preventative Maintenance Schedule:** Key maintenance activities include:
 - Training on how to clean and sanitize the vehicle at the beginning and end of every shift.
 - Preventive Maintenance checks are performed at ABC intervals every 4 months on all vehicles by trained staff.
 - Battery inspections
 - Quarterly Tire rotations (applicable vehicles)

- Brake and brake fluid replacement after 22,000 miles or two years, whichever comes first.
- Coolant system replacements every 150,000 miles or every five years, whichever comes first.
- **Maintenance and Repair Log:** The Fleet Mechanic(s) are tasked with maintaining a detailed log within the Freebee virtual dashboard for every vehicle, documenting all maintenance and repair activities to ensure accountability and track vehicle health over time.
- **Procurement and Approval:** Repairs outside the regular preventative maintenance schedule require pre-approval from the Fleet Operations Manager, who is also responsible for procuring any necessary parts in accordance with Freebee's procurement policy.
- **Response to Vehicle Breakdowns:** In case a vehicle becomes non-operational, the driver must notify their immediate supervisor, who will then coordinate with the Fleet Operations Manager for towing the vehicle to Freebee's repair and maintenance shop or a contracted external mechanic if necessary. Safety protocols require the vehicle to be safely positioned away from main roads while awaiting towing.
- **Vehicle Return Post-Maintenance:** After service, the Freebee Dispatch staff ensures that all vehicles are returned to the designated Area Operations Manager in a clean state and ready for service, maintaining a high standard of operational readiness and passenger comfort.

In addition to the driver inspections and daily routine PM intervals, quarterly inspections (See the section, **Vehicle Safety Inspections**) for each transit vehicle will be performed according to Rule 14-90 by a Fleet Department employee with at least one (1) year of training and/or experience as a mechanic or inspector in a vehicle maintenance program and has sufficient general knowledge and mastery of methods, procedures, tools, and equipment used in the performance of inspections of transit vehicles. If any defects or deficiencies are discovered during the quarterly inspections, the inspector shall report them to the Fleet Service Manager for service. The corrective action and corresponding work order will be placed in the vehicle's file. All transit vehicle inspection, maintenance, and service records are maintained by the Fleet Department for a minimum of five (5) years. All records will be stored by the vehicle's asset number. These records will include a brief description of the activity completed, date, current mileage, work order number, and the vehicle's assignment number.

This meticulous approach to vehicle maintenance reflects Freebee's dedication to providing a safe, reliable, and efficient transportation service, ensuring that all vehicles are kept in top operational condition through a structured and proactive maintenance regime.

Event Investigation (Rule14-90.004)(5), F.A.C.)

Freebee's comprehensive investigation policy and procedures for incidents involving its vehicles are structured to ensure thorough and systematic responses to various types of events. This policy encapsulates the commitment to safety, accountability, and corrective action, as outlined below.

Events That Trigger Investigations:

- **Fatalities:** Any incident resulting in a fatality within thirty (30) days of the event prompts a full investigation.
- **Injuries:** Events causing injuries to two or more individuals requiring medical attention away from the scene are investigated.

- **Property Damage:** Incidents involving property damage exceeding \$1,000 to Freebee vehicles, other property, or facilities trigger investigations.
- **Evacuations:** Any evacuation of a vehicle due to life safety events, indicating imminent danger to passengers, is thoroughly investigated.

Initial Investigation Steps

Freebee has designated Regional Operation Managers to undertake the initial steps of incident investigations, which include:

- Responding promptly to the incident scene.
- Checking for and addressing injuries.
- Securing the scene to prevent further harm.
- Providing care for injured individuals.
- Contacting emergency services (9-1-1) if required.
- Notifying the immediate supervisor.
- Commencing the collection of information.
- Collaborating with law enforcement and other emergency responders.
- Gathering detailed information, examining the site, taking photographs, interviewing witnesses, and collecting all relevant documentation from law enforcement.
- Mapping out the sequence of events leading to the incident.
- Identifying immediate and underlying causes.
- Ensuring completion of the Incident Report Form by the employee involved.
- Submitting all collected documentation to the Accident Committee and/or Human Resources for further action.

Final Report and Corrective Action Plans:

Investigation reports shall be reviewed by the Accident Committee. The Committee may also contract an independent outside party for investigative services if approved by Senior Management. Investigations culminate in a final report detailing the investigation activities, identifying causal factors, and outlining any corrective actions to prevent future occurrences. Freebee develops corrective action plans for each incident, specifying planned actions, training requirements, and schedules for implementation. The monitoring and tracking of the implementation and completion of each corrective action are integral to Freebee's proactive approach to enhancing safety and preventing future incidents.

This policy reflects Freebee's dedication to maintaining a safe operational environment for its passengers and employees, emphasizing the importance of swift action, thorough investigation, and implementation of effective corrective measures to address and mitigate risks.

Incident Review Committee (IRC)

The Incident Review Committee (IRC) is comprised of a Senior Operations Manager, a representative from Fleet Maintenance, and a representative from Human Resources. The Committee meets on a weekly basis or immediately (24-72 hrs) after an incident. The committee is responsible for:

- Reviewing accidents and the employer's overall driver safety record to determine if there should be changes in policy or procedure; or if other corrective action (such as training, equipment changes, etc.) should be implemented to enhance the safe operation of company vehicles.
- Reviewing driving records of individual employees and making recommendations to Management when driving privileges should be suspended or revoked.
- Reviewing if the accident was due to electrical or mechanical failure by performing an inspection and assessing accident-related facts.
- Reviewing all other issues that arise concerning compliance with this policy.

The committee members will follow the Freebee Incident Standard of Procedure policies following an incident. The committee will investigate and determine the potential cause of the incident and determine to which extent the incident could have been prevented. If corrective action is required, the involved employee will follow the guidelines of the Freebee Corrective Action Plan and, if required, enroll in Remedial Training courses. Accommodations will then be included in the Freebee Defensive Driving policy and training to mitigate future incidents.

Medical Examinations for Bus Transit System Drivers (*Rule 14-90.0041, F.A.C.*)

Freebee's policy on maintaining medical records is designed to ensure the health and safety of its drivers and passengers, adhering to strict standards for medical examinations and record-keeping. Here are the key components of this policy:

Medical Examination and Certification

- **Medical Examination Report Form:** Freebee uses the Medical Examination Report Form 725-030-011, FMCSA 5876 or an equivalent form, to document all pre-existing and current health conditions provided by the medical facility. These examinations confirm driver fitness for duty and safety on the roadways without exceeding DOT requirements.
- **Components of the Medical Examination:** The examination includes assessments such as blood pressure measurement, vision and hearing tests, urinalysis for glucose levels and drug screening, as well as evaluations of lung, heart, and digestive tract function and coordination.
- **Follow-Up for Poor Examination Results:** If a driver receives poor results from the DOT physical or any other examination, they may be required to undergo follow-up visits to show improvement. Drivers diagnosed with a condition making it unsafe to perform their job duties must cease driving, receive treatment, and retake the physical if recommended by the treating physician. Drivers who fail the physical will not be permitted to drive until receiving medical clearance.

Record-Keeping and Confidentiality

- **Health Professional and Record Maintenance:** Medical examinations are conducted by approved, licensed health professionals. The professional maintains the original executed form and issues a certification copy to Freebee, which is placed in the employee's medical file. Freebee ensures that no driver operates a vehicle without a completed medical examination certificate dated within the past 24 months.
- **Retention of Medical Records:** All employee medical records are retained for a minimum of five years past employment, safeguarding the privacy and confidentiality of medical information in compliance with HIPAA regulations.

Return to Duty Examination

- **Procedure for Extended Absences:** A return to duty medical examination is required for any driver prior to returning to duty after having been off duty for thirty or more days due to an illness, medical condition, or injury. This ensures the driver is fit to resume their responsibilities safely.

These detailed policies and procedures reflect Freebee's commitment to maintaining the highest standards of health and safety for its drivers and passengers, aligning with regulatory requirements and best practices in the industry

Operating & Driving Requirements, *(Rule 14.90.006, F.A.C.)*

Compliance with Traffic Regulations

Freebee ensures all vehicles operate in strict compliance with local traffic laws, ordinances, and regulations. This commitment is bolstered by the deployment of onboard cameras and Internet of Things (IoT) systems, which monitor driving behavior, enforce speed limits, and ensure overall road safety, providing a secure environment for passengers and the public.

Driver License Suspension or Revocation Reporting

Freebee mandates immediate reporting of any driver's license suspension or revocation, not later than the end of the business day following receipt of such notice. The utilization of IoT technology aids in overseeing and ensuring prompt compliance with this policy, maintaining Freebee's operational integrity and public safety.

On-Duty and Driving Hours Monitoring

Freebee adheres to Rule 14-90.006, F.A.C., regulating on-duty and driving hours to prevent fatigue and ensure driver alertness. The company uses the driver-side Freebee application installed in every vehicle to validate timekeeping, monitor, and enforce compliance with these standards. This tech-forward approach adds another layer of accountability and ensures that drivers do not exceed the allowable hours of service, minimizing fatigue and enhancing alertness, thus promoting road safety and operational efficiency.

Employee Scheduling and Rest Periods

- Freebee's scheduling system meticulously ensures drivers do not exceed 12 hours of driving or 16 hours of on-duty time within a 24-hour period, mandating 8 hours of rest before resuming duty.
- Drivers on duty for 72 hours over seven consecutive days are required to take a 24-hour rest period before returning, ensuring they are well-rested and maintaining high safety standards.

Use of Onboard Cameras and Internet of Things (IoT) Systems

Freebee's use of onboard cameras and IoT systems plays a pivotal role in enhancing operational safety and compliance. Cameras provide real-time monitoring of driving practices and passenger interactions, while IoT devices track vehicle conditions, driving hours, and compliance with traffic laws. This technology aids in training, performance evaluation, and incident investigation, further solidifying Freebee's commitment to safety and excellence in service.

Freebee drivers are subject to regular background checks and training, and must at all times during their employment have a valid and legal Florida driver's license. They are also required to complete a Pre-Shift Vehicle Safety Inspection Checklist to ascertain that the vehicles are in a safe and proper working condition.

For more information, see the **Vehicle Safety and Inspections** section for details on pre-operational and daily inspections and reporting that is required for drivers to identify defects and deficiencies.

See the **Vehicle Safety and Inspections** section for details on inspections that address the following parts and devices to ascertain that they are in safe condition and good working order:

- service brakes, parking brakes, tire and wheels, steering, horn, lighting devices, windshield wipers, rear mirrors, passenger doors, exhaust system, equipment for transporting wheelchairs, and safety, security, and emergency equipment.

See the **Vehicle Safety and Inspections** section for details on processes and procedures that exist to address and resolve deficiencies and record corrective actions for inspection findings.

Freebee rigorously incorporates the following required safety criteria within its operational procedures, driver's handbook, and driver training programs to ensure the highest safety standards:

- **Operation with Open Passenger Doors:** Freebee strictly prohibits the operation of any vehicle with any passenger door in the open position while passengers are on board, ensuring the safety of passengers during transit.
- **Lighting Requirements:** Adequate interior lighting and lighting in doorways or stepwells on any applicable Freebee vehicles are mandatory during hours of darkness. This provision ensures that passengers can safely enter and exit vehicles.
- **Passenger Positioning and Movement:** There is a strict prohibition against all passengers in all parts of all vehicles from being unseated or without proper securement while the vehicle is in motion. Additionally, passengers are not permitted to stand on any vehicles, ensuring passenger stability and safety during transit.
- **Driver Seat Belt Usage:** Freebee mandates that drivers be properly secured with a restraining belt in the driver's seat at all times while the vehicle is in motion, underscoring the importance of driver safety.
- **Wheelchair Passenger Security:** Proper securing of all wheelchair passengers in designated areas is required to prevent movement during transit, ensuring their safety and comfort. For more information, see the **Accessibility Vehicle Accommodation Specifications** subsection within the **Vehicle Equipment Standards & Procurement Criteria** section.
- **Unattended Passengers:** Vehicles must not be left unattended with passengers aboard for longer than fifteen (15) minutes. Furthermore, vehicles shall never be left unattended in an unsafe condition with passengers aboard, prioritizing passenger safety at all times.
- **Vehicle Use and Incident Procedures:** Freebee vehicles are to be used solely for purposes directed by management, with proper accident and incident procedures in place to address any emergencies effectively.
- **Fueling Restrictions:** We do not fuel gas powered units when passengers are on-board and we do not fuel in any enclosed spaces or buildings.

These safety criteria are embedded within Freebee's comprehensive safety culture, which includes the use of onboard cameras and IoT systems for real-time monitoring and enforcement. These technologies assist in ensuring that operational standards are met, enhancing the overall safety and security of Freebee's service.

Vehicle Equipment Standards & Procurement Criteria (Rule 14-90.007, F.A.C.)

Vehicle Specifications

Freebee prides itself on reducing its carbon footprint by operating climate-friendly vehicles. In addition to eliminating carbon emissions, using a climate-forward fleet lowers operating costs and reduces air and noise pollution for residents. Based on the level of ridership projected and the service area road conditions, four different model vehicles are recommended for the on-demand service. All vehicles are GPS and video digitally monitored with a custom Internet of Things (IoT) module for safety, reporting, and compliance with the appropriate notifications. All vehicles are properly licensed and authorized to operate legally on public streets and right-of-way in compliance with all federal, state, and local laws and requirements. Freebee confirms that all manufacturers provide documentation for compliance with the National Mobility Equipment Dealers Association (NMED) and National Highway and Traffic Safety Administration (NHTSA) standards and requirements for strength and integrity tests. All vehicles purchased and operated are equipped in compliance with **Rule 14.90. 007, F.A.C.** with the following required features: mirrors, wiring & battery, brake interlock systems, standee line, handrail & stanchions, flooring, steps & thresholds, doors, emergency exits, tires & wheels, seat belts & fire extinguishers. Instructions for normal and emergency operations are displayed in all vehicles and easily accessible for all vehicle operators.

Freebee operates the following vehicle models:

Tesla Model

The Tesla Models are some of the safest SUV's ever built and provide a unique experience for anyone who steps foot within the vehicle. This all-electric luxury SUV has an interior with spacious seating with the largest all-glass panoramic windshield in production. The vehicles are rated highly for safety with a 5 out of 5 by the National Highway and Traffic Safety Administration (NHTSA). Tesla's powertrain is the best in class and delivers unparalleled performance in all weather conditions. The Tesla models will allow for top operating capacity, with a battery range of over 250+ miles and the ability to recharge 50% of the battery within only 15 minutes.

- Long Range Battery: 250+ mile range
- Charging: 250kw max
- Interactive iPad and 17" In-Car Touch Screen
- 5 Passenger capacity
- Low, easy access into the vehicle

- 3 pt safety belts
- Integrated Backup Camera
- LED Headlights
- LED brake lights and signals
- Self-canceling turn signals
- Custom passenger-facing digital signage screen
- Back-up Camera
- Fire Extinguisher
- * First Aid Kit
- Portable Red Reflector Safety triangles

Lightning Electric Zero Emission Ford Transit Passenger Van

The Lightning Motor Electric, Zero Emission Ford Transit Passenger Vans are 100% electric with a seating capacity of up to 12 ambulatory passengers, which goes down to 5 ambulatory passengers when transporting two people in a wheelchair. The fully accessible vehicle exceeds the requirements of the ADA. Each wheelchair-accessible vehicle (WAV) is consistently being upgraded for accommodations as the need is discovered and applicable. The vehicle is rated highly for safety with a 4 out of 5 by the National Highway and Traffic Safety Administration (NHTSA). This vehicle is an ideal vehicle for fixed route service and special events due to its size, safety, and functionality. It is important to note this is the only fully electric and ADA-compliant vehicle available within the US under 15 seats while maintaining a high NHTSA safety rating in accordance with the Federal Motor Vehicle Safety Standards (FMVSS) in addition to maintaining an Altoona testing certification by Penn State College of Engineering. Certification labels are made very visible in and on all Ford Transit vehicles for wheelchair lifts, ramps, and securement devices.

- Long Range Battery: 120+ mile range on a single charge
- Battery Capacity: 86W
- Top Speed: 65 MPH (Electronically Limited)
- Braking: Regenerative
- Level 2 and Level 3 Charging Capability
- Folding door with extended steps
- Slip Resistant floors and handrails
- Certified Braunability Wheelchair lift
- Oxygen tank holder
- WC-18 wheelchair restraints & adjustable shoulder/lap belt
- Restraints for Walkers and Canes
- Back-up Camera
- Fire Extinguisher
- * First Aid Kit

- Portable Red Reflector Safety triangles
- Custom passenger-facing digital signage screen
- Interlock System

Toyota Sienna Hybrid 2023 XSE

The bold accents and athletic stance of the 2023 XSE Toyota Sienna will show passengers that functionality and style aren't mutually exclusive. Passengers who request accommodations will receive the same level of luxury service they deserve and should expect to receive. The 2023 Toyota Sienna is currently the only AWS hybrid vehicle within the US that meets and exceeds ADA compliance with the FMTS compliance standards requirements for the National Mobility Equipment Dealers Association (NMED). Certification labels are made very visible in and on all Ford Transit vehicles for wheelchair lifts, ramps, and securement devices.

- * 4 ambulatory passenger seats
- * Integrated backup camera
- * Pre-collision automatic braking
- * Low easy access Side loading for wheelchair accommodations
- Oxygen tank holder
- WC-18 wheelchair restraints & adjustable shoulder/lap belt
- Restraints for Walkers and Canes
- * Fire Extinguisher
- * First Aid Kit
- Portable Red Reflector Safety triangles
- * Black heated power outside mirrors with blind spot warning indicators
- * Hands-free dual power sliding side doors with jam protection
- * Retractable row for additional seating when not in use for wheelchair accommodation.

Waev GEM e6

The GEM vehicle has a very welcoming, open-air vibe that is perfect for neighborhood communities. These vehicles come with full hard doors and roll-up windows in order to operate in rainy conditions. Even during rain events, passengers stay dry, and drivers continue providing the service. Each vehicle will be equipped with lithium-ion batteries that will provide 70 miles to charge and a level 2 charger for fast charging capabilities. We leverage our proprietary trade secrets learned through problem-solving to further increase the daily range and total lifespan of the vehicles. Freebee has developed the most efficient ways to operate, rotate and recharge vehicles in order to maximize battery longevity.

- * Full Hard Doors w/ Rollup Windows
- * Lithium Ion 12.4kWh Batteries (60-70 Mile Range)
- * Level 2 EVSE with J1772 connector
- * Interactive iPad and In-Car Video Screen
- * 5 Passengers + Driver
- * Top Speed: 26 MPH

- * All bucket seats
- * Legroom – 43 in
- * Adjustable seat sliders
- * 3 pt safety belts
- * Fire Extinguisher
- * First Aid Kit
- Portable Red Reflector Safety triangles

In each service area, Freebee works with our partners for a full turn-key installation of Level II and Level III charging stations to optimize performance. The costs of installation are built into the monthly retainer and do affect start-up and launch operation costs. This installation has the option for a more hands-on approach for the city staff and leadership if deemed reasonable.

Accessibility Vehicle Accommodation Specifications

The International Symbol of Access (ISA) Certification labels are made very visible in and on all accessible vehicles for wheelchair lifts, ramps, and securement devices. The ISA labels identify vehicles that comply with all the ADA requirements ranging from vehicle specifications to employee training.

All accessible Freebee vehicles utilize a Q'straint four-point retractor and tie-down securement system with a Q'straint shoulder strap to safely secure all passengers with a wheelchair or scooter. All wheelchair or scooter areas are no less than 45 in x 45 in (114.3 cm x 114.3 cm). All Freebee vehicles with ramps or lifts will have additional strap extensions onboard to accommodate various models of wheelchairs and scooters. These vehicles will also have a seatbelt cutter easily accessible to the Freebee employee for emergency situations. All devices with a non-detachable steering device or are not in the upright position thus obstructing or enabling an improper use of the shoulder strap and belt restraint are deemed to be unsafe for transportation.

Freebee utilizes fully automatic Federal Motor Vehicle Safety Standard VSS 403 compliant wheelchair ramp lifts compatible with all Lightning Van Freebee vehicles. The lift shall have been tested to a minimum static load of 2400 lbs. The lift shall have 800 lbs. or 1000 lbs. rated lifting capacity. Below are the features of the wheelchair ramp:

- The power supply shall be a 12-volt electro-hydraulic system operating 2 single-acting cylinders. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions. The power operation of the hydraulic cylinders shall be of a pull-type design for smooth lifting operation and improved synchronous arm movement. The pivot pins in the trunnion (knuckle) of the pivot arms shall be of stationary design.
- The hydraulic system shall be regulated by two separate relief valves, one designed to prevent accidental stowing when occupied. The hand control for lift operation shall be of a one-hand operation design made of durable plastic.
- The hand control will provide users with illuminated functions. The hand control cable shall be coiled. A manual backup system shall be provided to ensure the operation of the lift in case of electrical failure. The backup system shall provide a reliable means of manually raising and lowering the lift while occupied. The backup system shall fold and unfold the platform.
- The platform shall be of steel construction and the surface shall be of see-through grating allowing for improved visibility and safer use in inclement weather. The platform shall have a minimum usable wheelchair passageway width of 33 inches and a minimum usable length of 51 inches requiring a 57-inch vertical clear door opening. The sides of the platform shall be a minimum of 2-1/2 inches high. The platform shall be automatically folded and unfolded and fully automatic in operation. The platform shall allow both inboard and outboard facing of wheelchair

and mobility aid users. The platform entrance ramp shall be extruded aluminum for weight savings and has a rubber leading edge and raised ribs for traction.

- The outer barrier must not raise if occupied with 25 lbs. The outer barrier shall be the sole outboard wheelchair retention device and shall be interlocked and comply with the FMVSS 403 requirements.
- Dual handrails shall be provided to add security and convenience. These handrails shall be 1-1/4-inch minimum diameter, minimum 30 inches in height, a minimum of 8 inches in length, and withstand 100 lbs. of force in any direction (including vertical) without permanent deformation.
- The lift must have a failsafe system to prevent stowing if solenoid welds. The platform shall have “built-in” lighting to meet 404 platform lighting requirements with no auxiliary lighting.

Freebee utilizes a bi-fold wheelchair ramp compatible with all GEM Freebee vehicles. The lift shall have been tested to a minimum static load of 500 lbs. Relative to the slope of the road, the ramp has a 1:12 slope ratio or less. This means there is a one-inch rise in the ramp for every corresponding 12 inches. The width of the ramp is 32 inches wide to ensure all wheelchairs and scooters may fit.

Below are the features of the wheelchair ramp:

It is important to note that there is at least one (1) accessible Freebee vehicle in each service area at all times. The passenger may specifically request this vehicle through the RideFreebee mobile application or by calling the Freebee Dispatch number at (855) 918-3733.

Procurement

Only authorized persons may purchase equipment and supplies in the name of Freebee. No employee whose regular duties do not include purchasing may incur any expense on behalf of Freebee. Employees who purchase goods and services for Freebee must be familiar with and adhere to all Company policies on purchasing and fraud prevention. All expenses over the amount of \$1,000.00 must be pre-approved by the CEO.

Changing contractors requires sourcing various organizations offering the same product and service. Preferably a minimum of three (3) proposals are analyzed for review. The policy of obtaining a minimum of three (3) proposals may be waived should there be a lack of contractors offering the specialized service and/or product. All changes in contractors and purchases of goods or services over \$500.00 must be pre-approved by the CEO.

New vehicles shall be procured when the electric vehicle has reached its end of life or when otherwise required by contractual agreements. Most electric vehicle batteries on average offer a warranty for five (5) years. In addition to vehicle age and mileage, other replacement factors include life cycle maintenance costs and overall vehicle condition. The Fleet Safety Committee shall determine if a vehicle is taken out of service, replaced and/or disposed of.

Vehicle Safety Inspections (Rule 14.90.009, F.A.C.)

Freebee has implemented a **Pre-Shift Vehicle Safety Inspection Checklist** (see form in Appendix) that all operators must complete at the start of each shift to verify the operational and safety condition of the vehicles. This checklist, integral to ensuring vehicle safety, is accessible through the Freebee operator's user interface within the Freebee app, necessitating completion before the operator can access the ride request queue and commence service. Detailed records of these daily inspections are maintained by the Area Operations Manager for a period of no less than five years.

Should any defects or issues be identified during these inspections, the findings are reported to the Fleet Service Manager. A detailed record of the defect, along with the corrective measures taken and the associated work orders, are documented in the vehicle's individual file and recorded in the Freebee vehicle tracking system. Fleet Maintenance is tasked with overseeing all repair and maintenance efforts to guarantee adherence to safety protocols.

Moreover, Freebee conducts quarterly in-depth vehicle inspections performed by Operations Managers who possess at least one year of experience in vehicle maintenance or inspection roles. These inspections are more comprehensive, and the results are updated in the Freebee asset management dashboard.

Following the completion of Freebee's comprehensive orientation and training sessions—both in-person and virtual—Operations Managers ensure that each employee involved in performing safety inspections is proficient in identifying potential defects and is well-versed in the necessary procedures and tools required for conducting thorough inspections. This training includes the mandatory completion of the 'Rule 14-90' course provided by the Center for Urban Transportation Research (CUTR) or an equivalent course relevant to their operating region.

In the event of utilizing external contractors for maintenance work, Freebee ensures that these contractors are fully certified, licensed, and have undergone thorough background checks. The currently approved contractors include:

- GEM of Marco Island, Naples, FL
- GEM of Miami, Miami, FL
- Lightning eMotors, Loveland, CO
- Tesla Motors, Miami, FL
- In-Motion Mobility, Miami, FL

For any maintenance work conducted by these contractors, the Fleet Manager ensures rigorous inspection upon completion to confirm adherence to Freebee's maintenance standards.

The electronic submission of inspection reports into the Freebee asset management dashboard includes comprehensive details such as the inspector's identification, inspection date, vehicle information, and a list of inspected equipment, along with any identified defects or deficiencies. All records of safety inspections and subsequent corrective actions are retained for a minimum of five years for compliance purposes. The checklist for vehicle inspection covers a wide array of components.

Daily inspections include:

- Horn
- Windshield wipers
- Mirrors
- Warning devices
- Directional signals
- Hazard warning signals
- Lighting systems and signaling devices
- Handrails and stanchions
- Emergency exits
- Tires and wheels
- Seat belts

- Safety equipment
- Equipment for transporting wheelchairs

In order to ensure the safety of the driver and all passengers, Freebee vehicle operators are trained to review the daily checklist and inspect the vehicle in the following times:

- Commencement of shift
- Change of vehicle from one driver to another
- Return of vehicle
- Securing of replacement vehicle
- End of shift

Quarterly Inspections include:

- Wiring and batteries
- Service and parking brakes
- Doors and interlock devices
- Stepwells and flooring
- Suspension system
- Steering system
- Exhaust system

Certification (Rule 14.90.010, F.A.C.)

The company shall annually submit a safety and security certification to the Department of Transportation. The certificate shall be submitted no later than February 15, for the prior calendar year period. The certification shall attest to the following:

- The adoption of an SSPP and an SPP in accordance with established standards set forth in Chapter 14-90.
- Compliance with its adopted SSPP and SPP.
- Performance of safety inspections on all vehicles operated by the system in accordance with Chapter 14-90.
- Reviews of the SSPP and SPP have been conducted to ensure they are up to date. Management is responsible for ensuring that personnel are following the requirements of the SSPP. Periodic audits are completed by the Management team for the transit personnel and drivers.

The certificate shall include:

1. The name and address of the company, and the name and address of the entity(ies) who performed vehicle safety inspections and security assessments during the prior calendar year, if different from that of the vehicle transportation system.
2. A statement signed by the owner or person directly responsible for management of the vehicle transit system attesting to compliance with Chapter 14-90.

Management Safety Commitment and Policy Statement

Beefree, LLC. DBA Freebee (Agency), is dedicated to providing safe, secure, and efficient transportation services for its patrons, employees, and the general public. This policy statement affirms management's commitment and active participation in establishing, implementing, and maintaining a robust System Safety Program Plan (SSPP) that meets or exceeds regulatory requirements.

In accordance with **Florida Statutes (F.S.) Sections 341.041, 334.044(2), and 341.061(2)(a)**, and in full compliance with the **Florida Administrative Code (F.A.C.), Chapter 14-90**, Freebee has developed and adopted this SSPP. The SSPP outlines the comprehensive framework for safety-related policies, procedures, responsibilities, and practices, ensuring a systematic approach to hazard identification, risk assessment, mitigation, and continual improvement across all facets of transit operations.

The scope of this SSPP extends to every component of the transit system, encompassing operations, maintenance, procurement, administration, and personnel. This inclusive approach guarantees that safety is embedded into every process, decision, and action.

Management Responsibility

Freebee's management holds ultimate accountability for the implementation, oversight, and continuous improvement of the SSPP. This includes:

- Establishing and maintaining a coordinated safety management system.
- Proactively identifying, evaluating, and mitigating hazards and safety risks.
- Ensuring that all personnel, contractors, and stakeholders are informed, trained, and compliant with safety protocols relevant to their roles.
- Conducting periodic reviews, audits, and drills to validate the effectiveness of the SSPP.
- Enforce disciplinary actions for violations of safety practices.

All personnel, at every level, share responsibility for safety and are expected to actively contribute to maintaining and enhancing the safety culture. Employees are encouraged and empowered to report safety hazards, incidents, or near-misses without fear of retaliation, in alignment with the safety reporting procedures detailed in the SSPP.

Collaborative Commitment

Through the collective commitment of Freebee and its transit partners and adherence to the policies outlined in this SSPP, the system will uphold the highest standards of safety performance and regulatory compliance.

This **System Safety Program Plan (SSPP)** has been formally adopted by the **City of Opa-Locka** as the governing safety framework for its transit operations in partnership with Freebee. This adoption demonstrates the Village's steadfast commitment to safeguarding passengers, employees, and the community while ensuring compliance with all applicable federal, state, and local safety regulations.

Signature: 
Date: July, 18, 2025

Jason Spiegel - CEO
Freebee

Signature: _____
Date: _____

City of Opa-Locka

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE EMPLOYMENT AGREEMENT BETWEEN SHA'MECCA LAWSON AND THE CITY OF OPA-LOCKA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the July 23, 2025, Regular Commission Meeting, the City of Opa-Locka City Commission unanimously appointed Sha'mecca Lawson as the permanent City Manager; and

WHEREAS, in accordance with Resolution 25-081, the Mayor and City Manager would negotiate an employment agreement to be brought back to the City Commission for consideration; and

WHEREAS, desired terms have been mutually agreed upon between the Mayor and the City Manager; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to approve and accept the employment agreement between Sha'mecca Lawson and the City of Opa-Locka, attached hereto as Exhibit "A".

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 accepts and approves the employment agreement between Sha'mecca Lawson, as City Manager and the City of Opa-Locka, attached hereto as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

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

Manager, following review by the City Attorney 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:	09.10.2025	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
				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	
	X		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:	Mayor Taylor		Department:	City Commission	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA ACCEPTING THE EMPLOYMENT AGREEMENT BETWEEN SHA'MECCA LAWSON AND THE CITY OF OPA-LOCKA.

Staff Summary:

During the July 23rd, 2025, Regular Commission Meeting, the City Commission unanimously appointed Sha'mecca Lawson as the permanent City Manager. In accordance with Resolution 25-081, the Mayor and City Manager were subject to a negotiated employment agreement upon appointment. The desired terms have been mutually agreed upon and an employment agreement has been crafted for the City Commission's acceptance.

Financial Impact: This is a budgeted item for FY26.

Proposed Action:

City Administration will adhere to the direction of the City Commission.

Attachment(s):

Resolution No. 25-081

**CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN**

**SHA'MECCA LAWSON
AND**

THE CITY OF OPA-LOCKA, FL

THIS EMPLOYMENT AGREEMENT hereinafter called this “Agreement”, is made and entered into as of the ____ day of _____, 2025, by and between the City Commission, hereinafter referred to as the “City” or “Commission”, of the City of Opa-locka, a political subdivision of the State of Florida, hereinafter called the “Employer”, and Sha'mecca Lawson, hereinafter referred to as “Employee”.

W-I-T-N-E-S-S

WHEREAS, the Commission desires to employ the services of Sha'mecca Lawson, as City Manager of the city, hereinafter referred to as the “Manager” or “City Manager”, pursuant to the terms of the Opa-locka City Charter, hereinafter referred to as the “Charter”, the Opa-locka City Code of Ordinances, hereinafter referred to as the “City Code”, the Opa-locka City Administrative Code, hereinafter referred to as the “Administrative Code”, and all statutes, laws and constitutional provisions applicable to the position of Manager; and,

WHEREAS, it is the desire of the Commission to provide certain benefits and establish certain conditions of employment for Employee as the Manager in accordance with this Agreement; and,

WHEREAS, it is the desire of the Commission to secure and retain the services of Employee as the Manager and to provide inducement for him to remain in such employment; and

WHEREAS, Employee desires to accept employment as the Manager in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Employment.

- A. The Commission hereby hires and appoints Sha'mecca Lawson as the Manager, under the terms established herein, to perform the duties and functions specified in the Charter, the City Code, the Administrative Code, and all statutes, laws, constitutional provisions and other city ordinances, regulations, resolutions and policies applicable to the position of Manager, and to perform such other legally permissible and proper duties and functions as the Commission shall assign from time to time.

- B. The Commission's employment of Employee as the Manager shall be effective July 23, 2025 and shall continue for a term of three years. This Agreement shall remain in effect until terminated by the Commission or by the employee as provided herein.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Commission to terminate the services of the Manager at any time, subject only to the provisions set forth in Section 3 of this Agreement.
- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from her position as the Manager, subject only to the provisions set forth in Section 4 of this Agreement.
- E. It shall be the duty of the City Manager to employ, direct, assign, reassign, evaluate, and accept the resignations of all the employees of the City under her supervision consistent with the City rules, policies, ordinances, charter, county, state and federal law.
- F. It shall be the duty of the City Manager to organize, reorganize and arrange the staff of the City and to develop and establish internal regulations, rules, and procedures which the City Manager deems necessary for the efficient and effective operation of the City consistent with the lawful City directives, policies, ordinances, city charter, county, state and federal law.
- G. The City Manager shall ensure that yearly audits required by the State of Florida are timely submitted and up to date.
- H. The City Manager shall perform the duties of City Manager of the City with reasonable care, diligence, skill and experience.

Section 2. Duties and Obligations.

- A. The Manager shall have the duties, responsibilities and powers of said office under the City of Opa-locka Charter, Code of Ordinances, Administrative Code, and all statutes, laws, constitutional provisions and other city ordinances, regulations, resolutions and policies applicable to the position of Manager. The Manager shall carry these out in a professional and competent manner.
- B. The Manager shall remain in the exclusive employ of the Commission and shall devote all such time, attention, knowledge and skills necessary to faithfully perform her duties and responsibilities, and to exercise her powers under this Agreement, having no outside employment whatsoever. The Manager shall dedicate no less than an average of forty (40) hours per week in the performance of her duties as Manager hereunder.
- C. In the event the Manager shall serve on any appointed or elected board of any professional organization, or serve on any committees related to her professional activities, in the event any monies are paid, or gifts received, by him related to such service, such money or

property shall be paid over to or delivered to the City, unless otherwise provided by the Commission.

Section 3. Termination and Severance Pay.

- A. Termination without Cause. The Commission may, at any time whatsoever, terminate the employment of the Manager, without cause, by an affirmative vote, upon reasonable prior notice to the Manager, of not less than three members of the Commission. If such event should occur, the Manager will be given written notice of the decision of the Commission not less than 5 days prior to the effective date of the termination. Upon such termination, The Manager will be entitled to: 1) a severance payment that shall not exceed twenty (20) calendar weeks of base salary and subject to all other terms pertaining to severance set forth in this Agreement; 2) a lump sum payment at her then-hourly rate of base salary as Manager for all annual leave hours accumulated by her but unused as of the date of termination, not to exceed the maximum accrual provided in the City's Personnel Policies Manual applicable to all other non-union employees of the Commission; and 3) continuation of the Manager's health insurance under Section 9 at City expense for a period of one hundred and eighty (180) calendar days following the date of termination in accordance with, and within the limitations of, COBRA and the rates applicable thereunder. The Commission shall not continue any benefits after termination that are directly connected with being the City Manager. In other words, the Commission shall continue paying insurances and pension but not a car allowance, phone, and the like.
- B. Termination for Cause. The Commission may also, for cause, terminate the employment of the Manager at any time whatsoever, by affirmative vote, of not less than three (3) members of the City Commission. In the event the Manager's employment is terminated for cause, the City shall not pay severance pay or the continuation of health insurance. The term "for cause" shall be deemed to include: gross negligence in the handling of City affairs; willful violation of the provisions of law; willful disregard of a direct order, demand, or policy of the Commission; conduct unbecoming a public employee; illegal or habitual drug abuse; arrest; conviction of a felony; conviction of any crime involving moral turpitude or relating to official duties; or violation of the Florida Ethics Code. For the purpose of this subsection, if the Manager pleads guilty or nolo contendere or is found guilty of a felony, he shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.
- C. Additional Provisions Relating to Severance Pay. Severance pay set forth in this Agreement, shall also be prohibited when Manager is fired for misconduct, as defined in s. 443.036(29), Florida Statutes, and as determined by the Employer.

Severance pay shall be permitted only in the following cases, and only upon a majority vote of the City Commission: (1) voluntary resignation where severance is a part of the contract terms; and (2) termination without cause where the severance pay does not exceed the limits established under applicable state law.

As a condition of receiving any severance pay, City Manager must execute a written separation agreement that includes a comprehensive release of liability in favor of the City, its officials, employees, and agents. The release must be in a form approved by the City Attorney and shall fully release the City from any and all claims arising from the Employee's employment or separation from the City. The City Manager shall have thirty-one (31) calendar days from the date of separation or notice of termination to execute and deliver the signed separation agreement to the City Clerk. If an agreement is not executed and returned within the 31-day period, the officer shall be deemed to have waived all rights to severance pay, and the City shall have no further obligation to provide such payment. The City shall issue any approved severance payment within thirty (30) calendar days of receiving the fully executed agreement.

Section 4. Resignation.

- A. In the event the Manager voluntarily resigns her position, he thereby agrees to give the City not less than sixty (60) days' written notice prior to effective date of any voluntary resignation, unless the parties agree otherwise.
- B. In the event the Manager voluntarily resigns her position, the City shall not pay severance pay described under subsection 3 A(1) or pay for the continuation of health insurance described herein.

Section 5. Compensation and Annual Review.

The City shall pay the Manager, for her service, an annual base salary of One Hundred and Ninety Thousand Dollars (\$190,000.00), payable in equal installments pursuant to City policy and shall increase 3% each year on October 1st starting the year 2026. The City Commission may agree to increase to addition amounts in its sole discretion.

- B. Beginning in 2024, as determined by the Commission, the Commission shall review and evaluate the performance of the Manager at least once every fiscal year between September 1st and December 31st. Said review and evaluation shall assess the Manager's performance of all duties and responsibilities, and her exercise of all powers for which she is responsible under this Agreement during the immediately preceding period. Failure by the Commission to conduct such a review and evaluation in any given year or years shall not be considered a breach of this Agreement.
- C. Pursuant to Section 215.425, Florida Statutes, the City shall not provide any bonus, extra compensation, or additional payment to the City Manager after services have been rendered or after a contract has been executed, unless otherwise authorized by Florida law or by a majority vote of the City Commission.

Section 6. Retirement.

The City shall enroll the Manager in the Senior Management Service employee classification within the FRS (the Florida Retirement System) plan. Furthermore, the City shall contribute the employee share of 3% on behalf of the Manager.

Section 7. Communications Equipment.

The City Manager is required to be on call for twenty-four hour service. In recognition thereof:

- A. The City shall issue a city owned cell phone, computer and provide other mobile connectivity that provides Internet to the Manager to be used solely for City business purposes.

Section 8. Other Benefits.

- A. Except as may be otherwise limited under the terms of this Agreement, the City Manager shall be entitled to earn, use, accrue and be compensated for sick leave and vacation leave consistent with all other city employees, pursuant to the City's personnel policies and procedures and ordinances. The City Manager shall receive any earned and accrued annual and sick leave time and benefits earned within thirty (30) days of the date of separation.
- B. The City shall execute all necessary agreements on behalf of the City Manager's retirement benefit participation in ICMA-RC Retirement Plan. (The City will pay an amount equal to 9% of the City Manager's annual base salary.
- C. The City Manager shall receive a monthly car allowance in the amount of \$850.00, payable in equal installments pursuant to City policy. Use of any City vehicle during the term of this agreement shall be strictly prohibited for any reason.
- D. The Commission, in consultation with the Manager, may fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the Manager, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or other applicable law.

Section 9. Insurance.

- A. The Commission shall provide term life insurance as is provided to other non-union employees of the Commission.
- B. The Commission shall provide to the Manager medical, dental, and any other offered insurance plan on the same terms and conditions as are available to all other non-union employees of the Commission. The Commission shall further provide for the Manager and her dependent(s) health, dental, and any other available insurance benefit offered at no cost of the Manager.

Section 10. No Reduction of Benefits.

The Commission shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the Manager, except and to the degree and extent such reduction is also imposed across-the-Commission for all non-union employees of the Commission.

Section 11. General Business Expenses

The Commission agrees to budget pay for the professional travel and state authorized expenses of the Manager necessary for her participation in professional development training applicable to her duties as a City Manager, not to exceed a total cost of \$1,500.00 per year. The Commission may pay for the Manager to be a member of other professional organizations that the Commission agrees are necessary and desirable as authorized in advance.

Section 12. Residence.

The Manager agrees to reside within the City of Opa-Locka or within a ten (10) miles radius from the city limits of Opa-Locka, FL.

Section 13. Suspension

The Commission shall have the authority to suspend the Manager with full pay and benefits pending investigation and a final employment decision made by the Commission, but only if a majority of the Commission members and the Manager agree; or in the alternative, after a public hearing, if a majority of the Commission members votes to suspend the Manager for just cause. The Manager shall have been given written notice setting forth any charges giving rise to just cause at least five (5) days prior to such hearing.

Section 14. Indemnification

The City shall defend, indemnify and pay all judgments or settlements in regard to any personal liability arising out of and in the scope of the City Manager's responsibilities, to the fullest extent authorized by Florida Statutes, and other laws and in accordance with the City of Opa-Locka Code of Ordinances, in addition to any insurance purchased by the City. The City agrees to pay all reasonable litigation expenses of the Manager during the pendency of proceedings, only if actions were taken in the course and scope of the City Manager's employment.

Section 15. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 16. Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City Charter, local ordinances or any other law.

Section 17. Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service by certified mail return receipt, or any other certified delivery service showing confirmation of process delivery and directed to the City Mayor and Attorney, as to the City, and directed to the City Manager, as to the City Manager.

Section 18. Entire Agreement

The text of this document shall constitute the entire Agreement between the parties, except as may be amended in writing by the parties hereto. All provisions contained in this Agreement are subject to and conditioned upon compliance with the Charter, the County Code, the Administrative Code, and all statutes, laws, constitutional provisions and other County ordinances, regulations, resolutions and policies. The Charter, the County Code, the Administrative Code, and all such statutes, laws, constitutional provisions and other County ordinances, regulations, resolutions and policies shall take precedence over any part or portion of this Agreement, any other provisions of this Agreement to the contrary notwithstanding.

Any terms and conditions not specifically addressed in this Agreement shall be deemed to be addressed in the City's Personnel Rules, to the extent there is no conflict with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to have been executed on behalf of each as of the date and year first above-written.

MANAGER:

Sha'mecca Lawson, City Manager

CITY:

City Commission of Opa-Locka, a political
subdivision of the State of Florida:

By: _____
Mayor John Taylor

Attest:

Joanna Flores, City Clerk

Burnadette Norris-Weeks, PA, City Attorney

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS TO PURSUE AND SECURE GRANT FUNDING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka desires to grant the City Manager the authority to take all necessary actions to pursue and secure grant funding or other funding sources on behalf of the City of Opa-Locka ("City") without prior Commission approval; and

WHEREAS, this process will allow the City Manager to expedite the application process and ensure the City does not miss critical funding opportunities or timelines; and

WHEREAS, furthermore, once any funding is awarded, it shall be presented to the City Commission prior to the formal acceptance of funds; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the City Manager to take all necessary actions to pursue and secure grant funding or other funding sources on behalf of the City without prior Commission approval.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to take all necessary actions to pursue and secure grant funding or other funding sources on behalf of the City without prior Commission approval.

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:	09.10.2025		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	
		X	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> NA		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#:				
		X					
Strategic Plan Related <i>(Enter X in the 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 Organization ☒				
			Bus. & Economic Development ☐				
			Public Safety ☐				
			Quality of Education ☐				
			Qual. of Life & City Image ☐				
			Communication ☐				
Sponsor Name:	Mayor Taylor		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS TO PURSUE AND SECURE GRANT FUNDING ON BEHALF OF THE CITY.

Staff Summary:

The Mayor seeks to grant the City Manager the authority to take all necessary actions to pursue and secure grant funding or other funding sources on behalf of the City without prior Commission approval. This process will allow the City Manager to expedite the application process and ensure the City does not miss critical funding opportunities or timelines. Furthermore, once any funding is awarded, it shall be presented to the City Commission for approval prior to the formal acceptance of funds.

Financial Impact: Authorizing the City Manager to submit grant applications without prior Commission approval will expedite the grant application process, possibly reducing missed deadlines and increasing the number of successful grant applications. There is no adverse financial impact associated with approval of this resolution.

Proposed Action:

City Administration will adhere to the direction of the City Commission.

Attachment(s):

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AFFIRMING APPROVAL FOR THE 2026 ARABIAN NIGHTS FESTIVAL; AUTHORIZING THE CITY MANAGER TO SEEK, NEGOTIATE, AND EXECUTE A CONTRACT WITH A VENDOR DEEMED BEST QUALIFIED TO PRODUCE AND CURATE THE ARABIAN NIGHTS FESTIVAL IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES; REQUIRING THE CITY MANAGER TO PROVIDE A SCHEDULE OF EVENTS AND PLANNING UPDATE, INCLUDING A LIST OF POTENTIAL QUALIFIED VENDORS FOR POTENTIAL ENGAGEMENT OF SERVICES TO THE CITY COMMISSION NO LATER THAN DECEMBER 1, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka ("City") desires to revive the Arabian Nights Festival in 2026 as part of the City's centennial celebration with all due haste; and

WHEREAS, the festival will highlight Opa-Locka's cultural heritage, local talent, and community spirit while attracting sponsors and performers; and

WHEREAS, costs for talent, marketing, and production should be pursued as expediently as possible considering City's current Code of Ordinances pertaining to procurement; and

WHEREAS, the City Commission desires to affirm approval for the 2026 Arabian Nights Festival and authorize the City Manager to seek, negotiate, and execute a contract with a vendor deemed best qualified to produce and curate the Arabian Nights Festival in accordance with the city's code of ordinances pertaining to procurement; and

WHEREAS, the City Commission further desires to require the City Manager to provide a schedule of events and planning update, including a list of potential qualified vendors, for potential engagement to the City Commission no later than December 1, 2025.

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 affirms approval for the 2026 Arabian Nights Festival and authorizes the City Manager to seek, negotiate, and execute a contract with a vendor deemed best qualified to produce and curate the Arabian Nights Festival in accordance with the City's Code of Ordinances pertaining to procurement. The City Commission further desires to require the City Manager to provide a schedule of events and planning update, including a list of potential qualified vendors, for potential engagement of services to the City Commission no later than December 1, 2025.

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

Resolution No. XX-XXXX

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:	09.10.2025		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> 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#: Piggyback				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Mayor Taylor		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AFFIRMING APPROVAL FOR THE 2026 ARABIAN NIGHTS FESTIVAL; AUTHORIZING THE CITY MANAGER TO SEEK, NEGOTIATE, AND EXECUTE A CONTRACT WITH A VENDOR DEEMED BEST QUALIFIED TO PRODUCE AND CURATE THE ARABIAN NIGHTS FESTIVAL IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES; REQUIRING THE CITY MANAGER TO PROVIDE A SCHEDULE OF EVENTS AND PLANNING UPDATE, INCLUDING A LIST OF POTENTIAL QUALIFIED VENDORS FOR POTENTIAL ENGAGEMENT OF SERVICES TO THE CITY COMMISSION NO LATER THAN DECEMBER 1, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City of Opa-locka desires to revive the Arabian Nights Festival in 2026 as part of the City's centennial celebration with all due haste. The festival will highlight Opa-Locka's cultural heritage, local talent, and community spirit while attracting sponsors and performers. The cost for talent, marketing, and

production should be pursued as expediently as possible considering the City's current Code of Ordinances pertaining to procurement. The Mayor desires to affirm approval for the 2026 Arabian Nights Festival and authorize the City Manager to seek, negotiate, and execute a contract with a vendor deemed best qualified to produce and curate the Arabian Nights Festival and further requires the City Manager to provide a schedule of events and planning update, including a list of potential qualified vendors, for potential engagement to the City Commission no later than December 1, 2025.

Financial Impact – The City's FY 26 Annual Budget includes \$280,000 of City funding to be used toward conducting the Arabian Nights Festival and the celebration of the City's centennial.

Proposed Action:

It is recommended that the City Commission authorize the City Manager to negotiate and execute contracts as necessary and appropriate for the production of the 2026 Arabian Nights Festival.

Attachment:

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS TO UPGRADE AND RESTORE THE FOOTBALL FIELD AT INGRAM PARK BY PURSUING AND SECURING GRANTS AND AVAILABLE FUNDING, AND ESTABLISHING A COMPLETION TIMELINE OF SPRING/SUMMER 2026 TO ENSURE THE FIELD IS OPERATIONAL BY THE 2026 FOOTBALL SEASON; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ingram Park within the City of Opa-Locka ("City") is a central recreational asset for the community, but the football field and facilities are in disrepair, limiting safe youth and athletic activities; and

WHEREAS, the City's Park Master Plan identified upgrades to athletic facilities as a priority; and

WHEREAS, enhancements such as a track, bleachers, and modern equipment will create a safe, accessible facility for football, track, and community athletics; and

WHEREAS, the City Manager is authorized to pursue grant funding and other available resources to minimize local budget impact, with any local funding requirements presented in future budget requests; and

WHEREAS, establishing Spring/Summer 2026 as the completion target ensures the facility is ready for the 2026 football season; and

WHEREAS, restoring and upgrading Ingram Park represents a critical investment in youth, recreation, and community well-being; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to direct the City Manager to upgrade and restore the football field at Ingram Park by pursuing and securing grants and available funding, and to establish a completion timeline of Spring/Summer 2026 to ensure the field is operational by the 2026 football season.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the City Manager to upgrade and restore the football field at Ingram Park by pursuing and securing grants and available funding, and to establish a completion timeline of Spring/Summer 2026 to ensure the field is operational by the 2026 football season.

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: _____

Resolution No. XX-XXXX

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:	09.10.2025		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) 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#: Piggyback				
	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	Mayor Taylor		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA DIRECTING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS TO UPGRADE AND RESTORE THE FOOTBALL FIELD AT INGRAM PARK BY PURSUING AND SECURING FUNDING THROUGH GRANTS AND AVAILABLE FUNDING AND ESTABLISHING A COMPLETION TIMELINE OF SPRING/SUMMER 2026 TO ENSURE THE FIELD IS OPERATIONAL BY THE 2026 FOOTBALL SEASON.

Staff Summary:

Ingram Park is a central recreational asset for the community; however, the current football field and surrounding facilities are in need of significant upgrades. Currently, children and youth in the community do not have access to a proper football field or a track for athletics, limiting opportunities for organized sports, physical activity, and community engagement in a safe and structured environment. The recent approval of the City of Opa-locka Parks Master Plan identified upgrades to athletic facilities as a priority and restoring the Ingram Park football field directly advances this plan. Enhancements such as a track, bleachers, and modern

equipment will create a safe, accessible, and engaging facility for football, track events, and other community athletic programs.

The City Manager is authorized to pursue grant funding and other available resources to fund the project, minimizing local budget impact. Any local funding requirements will be evaluated and presented in a future budget request as necessary. By establishing Spring 2026 as the target completion date, this resolution ensures the facility will be ready for use by the 2026 football season. Restoring and upgrading Ingram Park's football field represents a critical investment in the City of Opa-locka's youth and recreational infrastructure, providing youth with safe, modern, and engaging athletic facilities while fulfilling priorities outlined in the Parks Master Plan.

Financial Impact – This project isn't currently included in the FY 26 Annual Budget. Options, including grant funding opportunities and deferral of other projects in favor of this project, will be presented to the Commission once the project's tentative cost has been more firmly established and available funding sources have been identified.

Proposed Action:

City Administration will adhere to the direct of the City Commission.

Attachment:

RESOLUTION NO. 25-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN OF RAFE INVESTMENTS, INC FOR THE CONSTRUCTION OF FIFTEEN RESIDENTIAL UNITS, THREE LIVE-WORK UNITS AND TWELVE RESIDENTIAL UNITS ON THE VACANT PARCEL SITE ON ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122-003-2390; 08-2122-003-2400 IN THE B-O ZONING DISTRICT AND WITHIN THE MAGNOLIA NORTH MIXED-USE OVERLAY DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Rafe Investments, Inc., intends to construct three live-work residential units and twelve regular residential units and provide twenty parking spaces on site and six on-street parking spaces for customers. The applicant further intends to provide landscaping in accordance with the City of Opa-Locka's Land Development Regulations ("City"); and

WHEREAS, the Applicant, has submitted a request for site plan review to construct a multi-family residential building in the Business Office Zoning District (B-O) and within the Magnolia North Overlay District; and

WHEREAS, Planning & Community Development staff for the City of Opa-Locka has reviewed the application of Rafe Investments, Inc., and has determined that the applicant has provided all information required by Section 22-55(I) of the City of Opa-Locka's Land Development Code for proper consideration by the Planning and Zoning Board; and

WHEREAS, the Planning and Zoning Board reviewed this request and recommended approval of the final site plan request by the applicant at a public hearing held on May 6, 2025; and

WHEREAS, the Planning and Zoning Board of the City of Opa-Locka finds that it is in the best interest of the City and its residents to recommend approval of the final site plan request by the Applicant, as provided herein and attached; and

WHEREAS, the City Commission considered the Site Plan Review application and the recommendation of the Planning & Zoning Board at a public meeting and the City Commission hereby approves the Site Plan Review application request.

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL/DENIAL.

Approval/Denial of Site Plan Review. The City Commission of the City of Opa-Locka, Florida hereby approves / denies a request for the Final Site Plan approval for the Construction of fifteen residential units, three live-work units and twelve residential units on the vacant parcel site on Ali Baba Avenue and identified by folios 08-2122-003-2390; 08-2122-003-2400 in the B-O Zoning District and within the Magnolia North Mixed Use Overlay as set forth in Exhibit "A" attached hereto.

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

Section 4. EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 2025.

John H. Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Ervin _____

Commissioner Santiago _____

Vice Mayor Kelley _____

Mayor Taylor _____



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:		
City Manager:	Sha'mecca Lawson		CM Signature		
Commission Meeting Date:	9.10.2025	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Resolution Reading: (Enter X in box)	1st Reading X	
		X	Public Hearing: (Enter X in box)	Yes X	No
				Yes 	No X
Funding Source: Account# :	(Enter Fund & Dept) Ex: N/A See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes X	No
ILA Required: (Enter X in box)	Yes X	No	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department:	Planning & Community Development	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL / DENIAL OF THE RAFE INVESTMENTS, INC SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION OF FIFTEEN RESIDENTIAL UNITS ON THE VACANT PARCEL SITE ON ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122-003-2390; 08-2122-003-2400 IN THE B-O ZONING DISTRICT AND WITHIN THE MAGNOLIA NORTH MIXED-USE OVERLAY DISTRICT.

Staff Summary:

The applicant, Rafe Investments Inc. intends to construct fifteen residential unit in which three will be utilized as live-work units and twelve will be regular residential units. The development will include twenty on-site parking spaces. The applicant further intends to provide landscaping in accordance with the City of Opa-locka's Land Development Regulations ("City"). The applicant has submitted a request for site plan review to construct the multi-family residential building in the Business Office Zoning District (B-O) and within the Magnolia North Overlay District. The Planning

& Community Development staff has reviewed the application of Rafe Investments, Inc., and has determined that the applicant has provided all information required by Section 22-55 (I) of the City of Opa-locka's Land Development Code for proper consideration by the Planning and Zoning Board. The Planning and Zoning Board has reviewed this request and recommended approval of the final site plan request by the applicant at a public hearing held on May 6, 2025. This request is now being presented to the City Commission for its review and approval consideration.

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

Proposed Action:

Planning and Community Development staff recommends approval of this legislation.

Attachment:

Draft Resolution
Site Plan Package

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION (Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

- ☒ Completed application form
- ☐ Application fee payable to the City of Opa-locka by check, cashier's check or money order
- ☒ Copy of property owner's and/or applicant's photo not including a driver's license also provide Incorporation Documents (Inc., LLC, ...)
- ☒ Affidavit (see below), and power of attorney of the property owner (page 3) (Both must be Notarized)
- ☒ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).
- ☒ All preliminary and final site plans, along with property survey, signed and notarized application(s) must be submitted on flash drive in PDF format.
- ☐ Fifteen (15) certified boundary and topographic surveys of the property (two copies size 36 x 24 inches & 13 copies 11 x 17 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)
- ☒ Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (two copies size 36 x 24 inches & 13 copies size 11 x 17 inches & at least 7 original Sealed Copies)
- ☒ Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100' scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)
- ☒ Narrative concept must be submitted with application

AFFIDAVIT

I, JORGE DELAFA, being first duly sworn, depose and say that I am the **OWNER** of the property, and I understand that this application must be complete and accurate before a public hearing can be advertised.

Signature

Date

Sworn to and subscribed before me:

This 8 day of December, 2024

Notary Public

Attach copy of identification

Reference to Ordinance 15-13

Land Development Regulations/ Zoning Code: Ordinance 15-31



Deborah A. Ramirez
Comm. #HH102566
Expires: April 18, 2025
Bonded Thru Aaron Notary

My commission expires _____

Received:
By:
Date:



PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From: JORGE DELA FE

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I, JORGE DELA FE, being first duly sworn, depose and say that I am the owner of the property legally described as:

1804 ALI BABA AVE OPA LOCKA FL
1816 ALI BABA AVE OPA LOCKA FL

I do give to GEORGE R. DELA FE the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize GEORGE R. DELA FE to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature

Date

Sworn to and subscribed before me:

This 8th day of December 2024

Notary Public



Deborah A. Ramirez
Comm. #HH102566
Expires: April 18, 2025
Bonded Thru Aaron Notary

My commission expires: _____

Received:

By:

Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: RAFE INVESTMENTS INC / JORGE E JOLIFEPROPERTY OWNER'S ADDRESS: 17101 SW 62 ST SW Ranches FL 33331
Number/Street City State/Zip CodeAPPLICANT'S NAME: JORGE DELA FEAPPLICANT'S ADDRESS: 17101 SW 62 ST SW Ranches FL 33331
Number/Street City State/Zip CodePHONE NUMBER: OFFICE 305.905.6913 HOME CELL OTHER _____SUBJECT PROPERTY ADDRESS: 1804/1816 ALI BABA AVE OPA LOCKA FL
Number/StreetTAX FOLIO NUMBER: 1816 08-2122-003-2390 PRESENT ZONING: 600 COMMERCIAL PROFESSIONAL OFFICE
1804 08-2122 003-2400

LEGAL DESCRIPTION: _____

Please check specific request:

☐ Tentative Plat☐ Final Plat☐ Comprehensive Plan Amendment: ☐ Small Scale; ☐ Large Scale (please specify type of amendment below)☐ Rezoning☒ Drainage Plan☐ Fill Permit Request☐ Preliminary Site Plan Review☒ Final Site Plan Review☐ Conditional Use Permit – No Plans☐ Conditional Use Permit – With Plans☐ Special Exception – No Plans☐ Special Exception – With Plans☐ Development Agreement☐ Restrictive Covenant☐ Other – Please specify: _____

Add any additional information that may be of importance to this request:

Reference to Ordinance 15-13

Land Development Regulations/ Zoning Code: Ordinance 15-31



Site Plan Checklist
Planning and Community Development Department

780 Fisherman Street, Fourth Floor, Opa-locka, FL 33054
305-953-2868 ext. 1503 (tel.)
305-953-3060 (fax)

Contact Information—Developer, Property Owner, or Contractor	
Name of Applicant / Developer / ☒ Property Owner (Circle One)	JORGE DE LA FE RAFE INVESTMENTS LLC
Site Address / Location	1804 / 1816 ALIBABA AVE OPA LOCKA FL
Telephone Number	305-905-6913
Email Address	DELAFEJ@BELLSOUTH.NET
Date of Application	

Pre-Application Procedures

Prior to formal application for approval of any site plan, the applicant shall request and attend a mandatory pre-application conference with the appropriate City official(s) in order to become familiar with the City's development regulations and the subdivision process. At the pre-application conference, the applicant may be represented by his or her land planner, engineer and/or surveyor.

Zoning Requirements

A property within the City's corporate limits that is being proposed for development must be properly zoned by the City prior to submission of an application for approval of any site plan. In addition, the proposed development layout or design shown on the proposed site plan must be in conformance with all standards and requirements prescribed in the City's Land Development Code City Ordinance No. 15-31 and Miami-Dade County Subdivision Regulations adopted by City Ordinance No. 85-5

Completeness of Application

Site Plan applications which do not include all required information and materials, as outlined below and per other City policies which may change from time to time, will be considered incomplete, shall not be accepted for official submission by the City, and shall not be scheduled on a Planning Council agenda until the proper information is provided to City officials.

Applicability

Administrative Site plan review and approval shall be required for all nonresidential, mixed-use, townhouse, single-family attached and multi-family residential projects and structures and for any condition of special exception or conditional use as required by the Mayor and City Commission.

Exceptions

Site plan review shall not be required for single-family residential developments, unless the proposed subdivision will include a private amenity, facility or a golf course. In these instances, site plan submission and approval will be required for the private amenity or facility, or the golf course clubhouse/hospitality area.

Site Plan Checklist

The proposed site plan shall show the following information (other physical and engineering data shall be included in the engineering plans or as separate documents):

	Required	N/A	Requested	Provided
1. A title block within the lower right hand corner of the site plan with the proposed name of the project/subdivision, total site acreage, and the location of the property according to the abstract and survey records of Miami-Dade County	X		X	
2. The name and address of the owner/developer and the land planner, engineer, architect or surveyor responsible for the plan		X	X	
3. The scale of the drawing (both written and graphic scale)	X		X	
4. The date the drawing was prepared		X		
5. Zoning			X	
6. A vicinity or location map showing the location of the proposed development within the City and in relationship to existing roadways	X			
7. The boundary survey limits of the tract and each proposed lot/tract and scale distances with north clearly indicated	X			
8. The names of adjacent additions or subdivisions or the name of the owners of record with north clearly indicated and recording information for adjacent parcels of un-platted land, including parcels on the other sides of roads, canals, etc		X	X	
9. The existing zoning and existing/proposed uses on adjacent land;		X		
10. The location, width and names of all existing or platted streets or other public ways within or adjacent to the tract	X			
11. Any existing easements, with recording information	X			
12. Existing buildings	X			
13. Railroad rights-of-way		X		
14. Topography (contours at two-foot intervals) with existing drainage channels or creeks including the 100-year flood plain, if applicable	X			
15. Any other important natural features, such as wetlands, wildlife habitats, and all substantial natural vegetation	X			
16. Proposed strategies for tree preservation including showing individual trees or tree masses that will be preserved, and the techniques that will be used to protect them during construction	X			
17. The layout and width (right-of-way lines and curb lines) of existing and proposed thoroughfares, collector streets and/or intersections, and specific configuration of proposed streets		X		
18. Lot/tracts and blocks	X			
19. Proposed driveways including driveway widths and distances between driveways	X			
20. Proposed median openings and left turn lanes on future divided roadways and existing and planned driveways on the opposite side of divided roadways must also be shown for coordination and sharing of future median openings		X		
21. Specific locations and footprints of buildings, including but not limited to proposed nonresidential and residential densities	X			

22. Building heights	X			
23. Square footages (for multi-tenant or multi-purpose buildings, show square footage for each intended use), massing, orientation		X	X	
24. Loading/service areas (including proposed screening)	X			
25. Recycling containers, compactors & dumpster enclosures (including proposed screening)	X	X		
26. Pedestrian walkways		X		
27. Parking areas (including parking ratio calculations)	X			
28. Any proposed sites for parks, schools, public facilities, public or private open space	X			
29. Flood plains/drainage ways	X			
30. All proposed and existing utilities, easements and drainage structures	X			
31. Traffic Impact Statement	X			
32. Retention/detention ponds with proposed aesthetic treatments	X			
33. Screening walls; fences	X			
34. Signage location	X			
35. Fire lanes and fire hydrants	X			
36. Lighting		X	X	
37. Visibility easements		X	X	
38. Other pertinent development related features		X	X	
trees to be planted, and irrigation plans, if required		X		
Tree Ordinance 10-03- For removal, relocation, or maintenance standards for trees.				
40. Color building façade (elevation) plans showing elevations with any attached (wall-mounted) signage to be used, as determined appropriate by the City Manager, or his/her designee.	X			

Effect of Approval

The approval of a site plan shall be effective for a period of twelve (12) months beyond the date that the plan was approved by the City Commission. If this is not accomplished, then the approved site plan shall be deemed to have expired and shall become null and void.

Revisions to Approved Site Plan

Minor Revisions/Amendments – It is recognized that final architectural and engineering design may necessitate minor changes in the approved site plan. In such cases, the City Manager, or his/her designee, shall have the authority to approve minor modifications to an approved site plan and which shall be submitted as an “amended site plan,” which substantially conforms to the previously approved site plan, provided that such modifications do not significantly change traffic circulation, building location(s) on the site, proximity of building(s) to nearby residential areas, increase the size or height of building(s), or any other conditions specifically attached as part of the City Council's approval of the site plan. Submission materials and requirements for approval of an amended site plan shall be as determined by the City Manager or his/her designee. If the City Manager, or his/her designee, refuses to approve an amended site plan, then the applicant shall re-submit the amended site plan as a “revised site plan”, whereupon the revised site plan shall be scheduled for consideration by the Planning Council and City Commission

Major Revisions – In the event of revisions that are more extensive in nature and do not conform to the description for minor amendments above, a “revised site plan” must be resubmitted, reviewed by the City Manager, or his/her designee, and reconsidered by the Planning Council and City Commission.

Developer's Agreement – A Developer's agreement may be required for all development except for single-family homes or duplexes pursuant to Section 4.16 of City Ordinance No. 86-8.

Applicant's
Name

JORGE DELAFE (RAFE INVESTMENTS INC)

Address

17101 SW 625 + SW RANCH FC
33331

Signed

[Signature]

Date

12-9-2024

My signature certifies that I have been provided with a copy of the site plan checklist and have also had a pre-conference meeting with the Planning and Community Development staff.

Reviewed by Planning Staff -

Date of Pre-Conference Meeting -

Date of Site Plan Review -

RAFE Investments Inc.

17101 SW 62 ST

Southwest Ranches FL 33333

305-905-6913

Project Overview

This development will consist of 15 units, designed with the City of Opa-locka's distinctive architectural theme in mind. The project includes:

- **12 one-bedroom, one-bath units**, perfect for individuals or couples.
- **3 two-bedroom, one-bath units** designed with a mixed-use concept to accommodate small business owners or entrepreneurs seeking a live-work environment.

Amenities and Features

- **Ample onsite parking** to ensure convenience for all residents and their guests.
- **Lush Landscaping**

Mission Statement

Our goal is to deliver a state-of-the-art residential community that is both modern and affordable, addressing the needs of Opa-locka's residents. By fostering opportunities for both living and working within the same space, we aim to support small businesses and startups while enhancing the overall quality of life for our tenants.

Manager

Jorge De La Fe

BIKE CAPACITY	MOUNTING	H x L	Wt. Blk	Wt. Galv
3	SURFACE	2'-10" x 4'-4"	140 lbs.	149lbs.

MATERIALS:

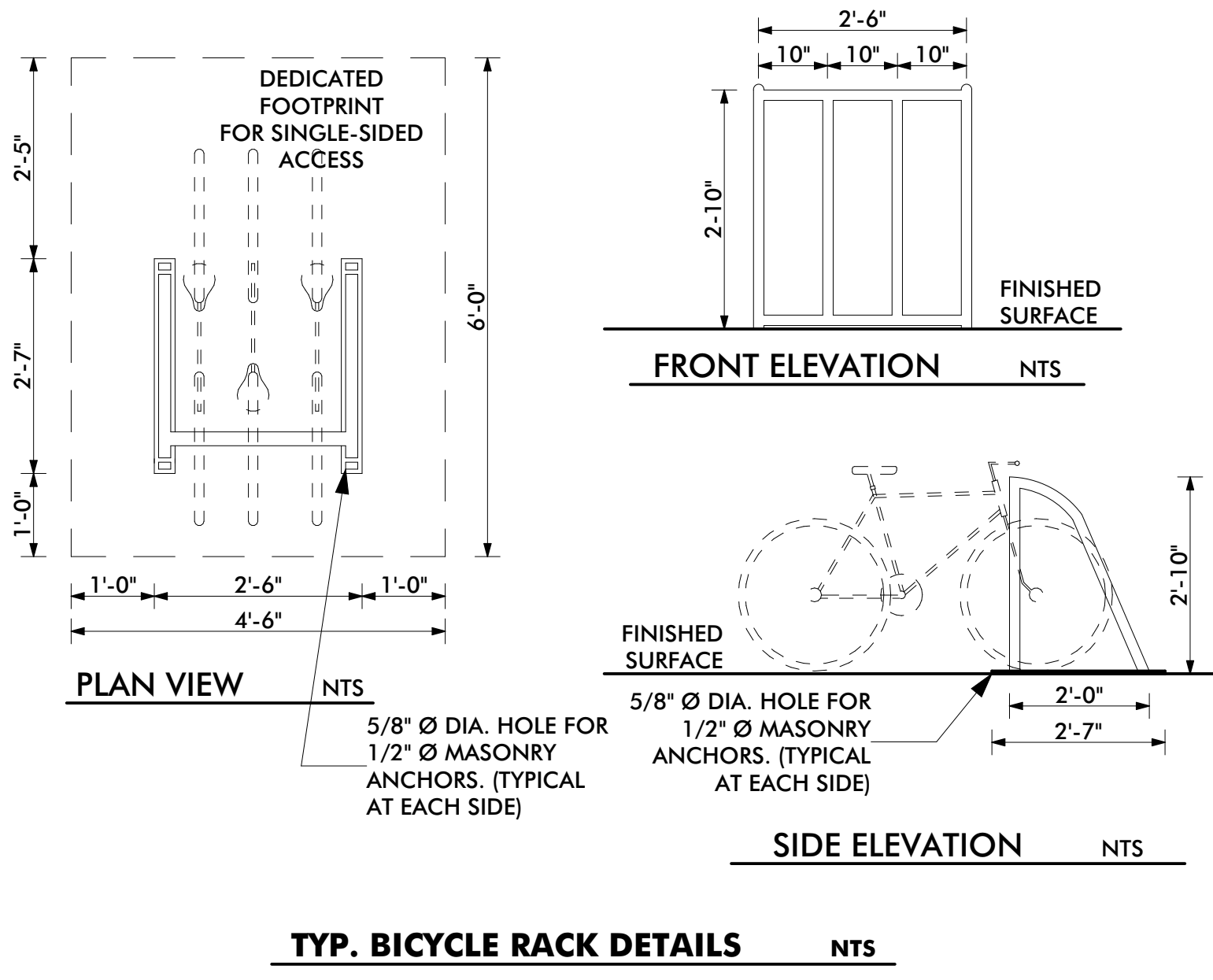
- * 2" NOM., SHED. 40 ASTM A300, WELDED SEAMLESS-STEEL PIPE FOR BOTTOM HEADER & ENDS.
- * 1-1/2" NOM., SCHED. 40, ASTM A300, WELDED SEAMLESS-STEEL PIPE FOR TOP HEADER.
- * 1-1/2" NOM., SCHED. 40, BLACK PLASTIC SLEEVE COVERS TOP HEADER OF BIKE RACK.
- * 3/8" x 3" H.R STEEL FLAT-BAR FOR BASE ENDS.

FABRICATION:

- *ALL METALLURGICAL JOINTS ARE MIG WELDS.
- * REAR SIDE OF POSTS ARE PARTIALLY WELDED TO ALLOW VENTING DURING THE GALVANIZATION PROCESS.

STANDARD FINISHES:

- *BLACK THERMOPLASTIC POWDER COATING 8 TO 10 MILS THICK.
- *HOT-DIPPED GALVANIZED.



1 BICYCLE SPACE PER EACH 5 RESIDENTIAL UNITS		
15 RESIDENTIAL UNITS / 5 = 3 BICYCLE SPACES		
	<u>REQUIRED</u>	<u>PROVIDED</u>
TOTAL BICYCLE SPACES:	3 BICYCLE SPACES	3 BICYCLE SPACES

MULTIFAMILY USE: 1.5 PARKING SPACE PER UNIT RETAIL USE: 1 PARKING SPACE PER EACH 500 SQ. FT.		
15 UNITS x 1.5 PARKING SPACES = 23 PARKING SPACES 65% MAX. REDUCTION FOR MULTIFAMILY USE. (23 P.S x 65% MAX. REDUCTION = 15 P.S) (23 P.S - 15 P.S = 8 PARKING SPACES)		
	<u>REQUIRED</u>	<u>PROVIDED</u>
TOTAL PARKING SPACES:	8 PARKING SPACES (with 65% reduction)	20 PARKING SPACES
REGULAR PARKING SPACES PROVIDED:		19 PARKING SPACES
ACCESSIBLE PARKING SPACES PROVIDED:		1 PARKING SPACE

GROUND FLOOR:

COMERCIAL SPACE No. 1: _____ 513 SQ. FT.

UNIT 1: _____ 513 SQ. FT.

UNIT 2: _____ 513 SQ. FT.

UNIT 3: _____ 513 SQ. FT.

COMMON AREA: _____ 513 SQ. FT.

TOTAL AREA: _____ 4,147 SQ. FT.

SECOND FLOOR:

COMERCIAL SPACE No. 1: _____ 513 SQ. FT.

UNIT 1: _____ 513 SQ. FT.

UNIT 2: _____ 513 SQ. FT.

UNIT 3: _____ 513 SQ. FT.

COMMON AREA: _____ 513 SQ. FT.

TOTAL AREA: _____ 4,147 SQ. FT.

TOTAL BUILDING AREA: _____ 4,147 SQ. FT.

ZONING: _____ BO	BUSSINESS OFFICE DISTRICT CORRIDOR MIXED USE MAGNOLIA NORTH OVERLAY DISTRICT	
OCCUPANCY/USE : MIXED USE BUILDING: - COMMERCIAL (MERCANTILE) & 14 APARTMENTS (R-2)		
FLOOD ZONE: __ ZONE "X" (NO MIN. FINISH FLOOR ELEVATION REQUIRED)		
LOT OCCUPATION:	PERMITTED:	PROVIDED:
DENSITY:	15.1 TO 30 UNITS/ACRE or 15 UNITS MAX. /0.30 ACRES 3.0 MAX. F.A.R. or 39,375 SQ.FT. MAX	14 UNITS /0.30 ACRES
INTENSITY:		14 UNITS /0.30 ACRES
MIN. SITE AREA:	10,000 SQ.FT. MIN or 0.22 ACRES	13,125 SQ.FT MIN. or 0.30 ACRES
MAX. IMPERVIOUS AREA:	90% MAX. or 11,812 SQ. FT.	81.5% or 10,706 SQ.FT.
BUILDING HEIGHT:	6 STORIES or 65'-0"	6 STORIES or 65'-0"
BUILDING SETBACKS:		
FRONT:	5'-0" MIN.	5'-0"
REAR:	0'-0" MIN.	0'-0"
INTERIOR SIDE:	0'-0" MIN.	0'-0"
STREET SIDE:	15'-0" MIN.	15'-0"

APARTMENTS:

COMERCIAL SPACE No. 1:
FLOOR AREA: _____ 513 SQ. FT.

COMERCIAL SPACE No. 2:
FLOOR AREA: _____ 513 SQ. FT.

UNIT :1
LIVING - A/C FLOOR AREA: _____ 513 SQ. FT.

UNIT :2
FLOOR AREA: _____ 513 SQ. FT.

UNIT :3
FLOOR AREA: _____ 513 SQ. FT.

UNIT :4
FLOOR AREA: _____ 513 SQ. FT.

TOTAL AREA: _____ 4,147 SQ. FT.

COMMON AREAS:

OPEN CORRIDOR: _____

OPEN CORRIDOR: _____

OPEN CORRIDOR: _____

TOTAL COMMON AREA: _____ 4,147 SQ. FT.

TOTAL GROUND FLOOR AREA: _____ 4,147 SQ. FT.



SITE LOCATION

LOTS 25, 26, 27 & 28. BLOCK 13 OF **MAGNOLIA SUBDIVISION**
ACCORDING TO THE PLAT THERE OF AS RECORDED IN PLAT
BOOK 40, AT PAGE 80, OF THE PUBLIC RECORDS OF
MIAMI-DADE COUNTY, FLORIDA.

FOLIO No.:	LOTS 25 & 26	08-2122-003-2390
	LOTS 27 & 28	08-2122-003-2400

REVISIONS:		NO.	DATE:	DESCRIPTION
		1	3/16/23	REVISION TO PER
		2		
		3		
		4		
		5		

STRUCTURAL, CIVIL, GEOTECHNICAL, ENVIRONMENTAL ENGINEERS
C A 9 8 2 4
10031 PINES BLVD SUITE 237, PEMBROKE PINES, FLORIDA 33024
P (9 5 4) 3 6 4 - 8 3 5 5 F (9 5 4) 4 3 2 - 9 2 6 6

1816 Ali Baba Ave
Opaloka, FL 33054
LOT-25,26,27 &28 / BLOCK-12

CHECKED: R.R.

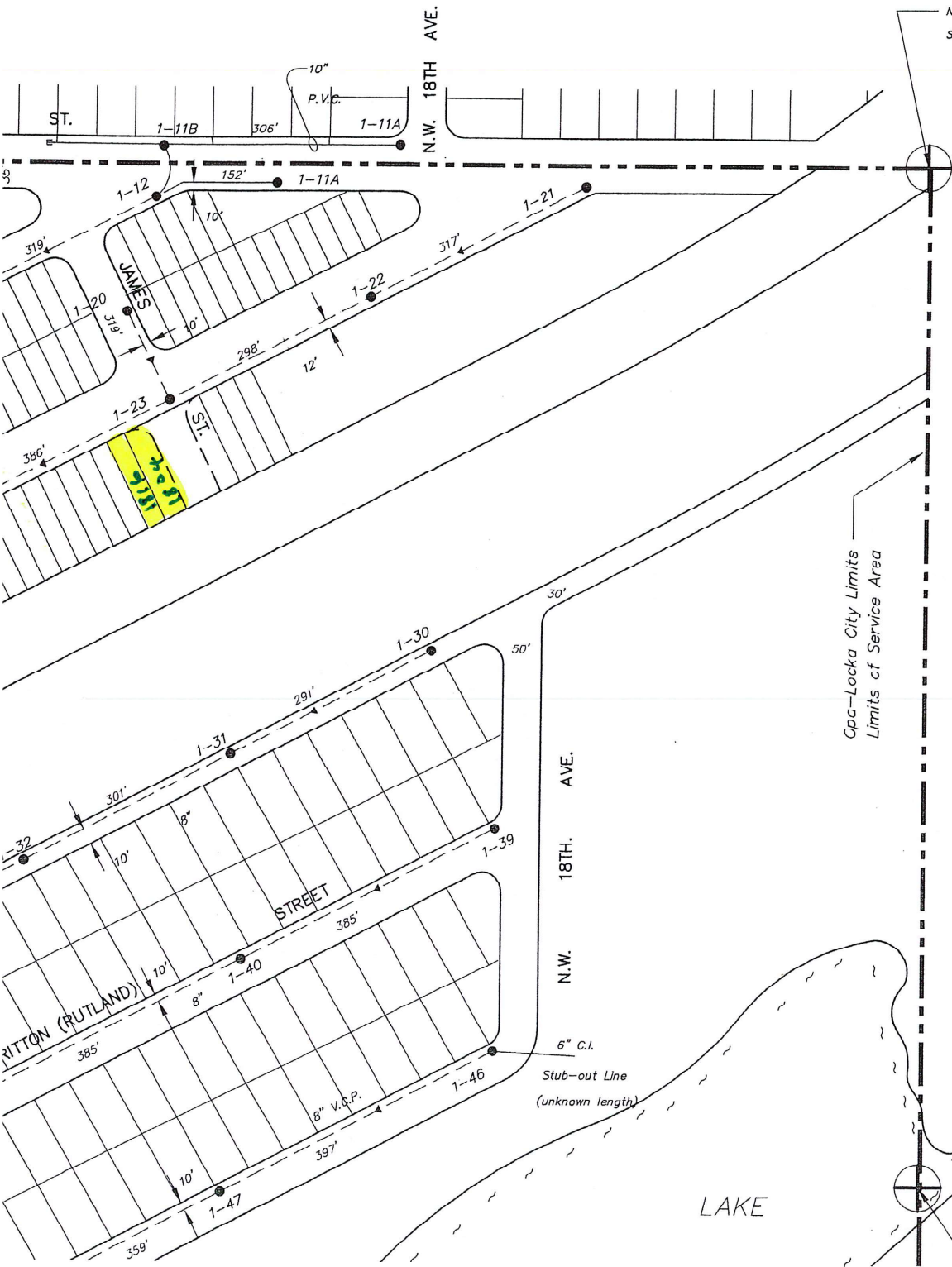
17101 SW 62ND STREET, SOUTH WEST RANCHES.
FL 33331

ZONING:
6800 COMMENRCIAL PROFESIONAL OFFICE

SP-2

NOTE:
Distances specified supercede scaled dimensions.

PROJECT No.
1503-13.06
CADD FILE SG-03



N.E. COR. N.E. 1/4
OF N.E. 1/4
SECTION 22-52-41



Scale : 1" = 200'

LEGEND

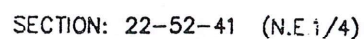
- 4" SEWER LINE
- - - 6" SEWER LINE
- 8" SEWER LINE
- 10" SEWER & ABOVE
- FORCEMAIN
- MANHOLE
- ◄ DIRECTION OF FLOW
- ⬢ PUMP STATION
- ⬡ LIFT STATION
- ⬢ LIFT STATION (Submersible Pumps)
- ⌵ VALVE
- ▼ REDUCER

Opa-Locka City Limits
Limits of Service Area

S.E. COR. N.E. 1/4
OF N.E. 1/4
SECTION 22-52-41

SECTION: 22-52-41 (N.E. 1/4)

DESCRIPTION	DESIGNED BY	NAME	DATE	DRAWN BY	NAME	DATE	PREPARED BY: CORZO CASTELLA CARBALLO THOMPSON, P.A. ENGINEERS - ARCHITECTS - PLANNERS 70 VALENCIA AVENUE, 8TH FLOOR CORAL GABLES, FLORIDA 33134 MIAMI (305)-448-2900 FLORIDA (800)-448-0237 FL. REGISTRATION: EB0008922 AAC02742	CITY OF OPA-LOCKA SEWER ATLAS	SHEET
	CHECKED BY			CHECKED BY					SG-03
	SUPERVISED BY			PLOT BY	A.M.	10/17/94			No. 28 OF 34



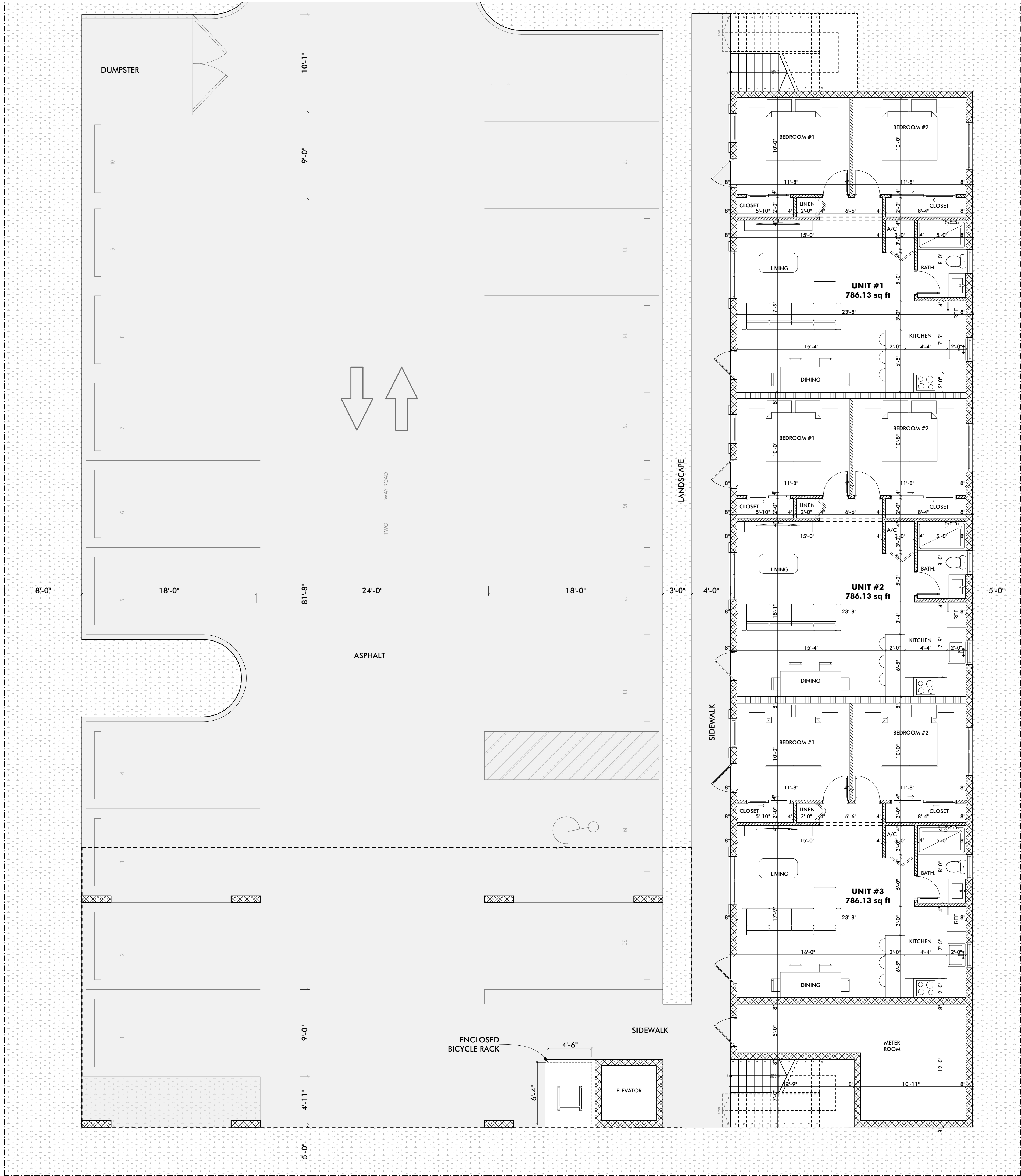
	NAME	DATE		NAME	DATE
DESIGNED BY	C.H.A.B.	11/01/90	DRAWN BY	A.W.B.	01/91
CHECKED BY			CHECKED BY		
SUPERVISED BY			PLOT BY	E.S.	07/21/94

PREPARED BY:

E CORZO CASTELLA CARGALLO THOMPSON SALMAN, P.A.
E ENGINEERS • ARCHITECTS • PLANNERS
E 801 PONCE DE LEON BLVD, SUITE 800
E CORAL GABLES, FLORIDA 33134
MAIN (305) 441-1800 FLORIDA (800) 448-0237

CITY OF OPA-LOCKA
WATER ATLAS

SHEET
WG-03
Page
No. 30 OF 31



First Floor

SCALE: 3/16" = 1'-0"

RAFE INVESTMENT INC
PRESIDENT **JORGE DELAFE**
17101 SW 62ND STREET, SOUTH WEST RANCHES.
FL 33331

ZONING:
6800 COMMENRCIAL PROFESIONAL OFFICE

PROJECT NO: 98

DATE: 1/2024

DRAWN BY: B.J.

CHECKED: R.R.

DRAWING NO.

A-1

1804 ALI BABA
APARTMENTS

1816 Ali Baba Ave
Opa Locka, FL. 33054
LOT-25,26,27 &28 / BLOCK-12

MR ENGINEERING CONSULTANTS INC

STRUCTURAL, CIVIL, GEOTECHNICAL, ENVIRONMENTAL ENGINEERS
C A 9 8 2 4
10031 PINES BLVD SUITE 237, PEMBROKE PINES, FLORIDA 33024
P (954) 364-8355 F (954) 432-9266

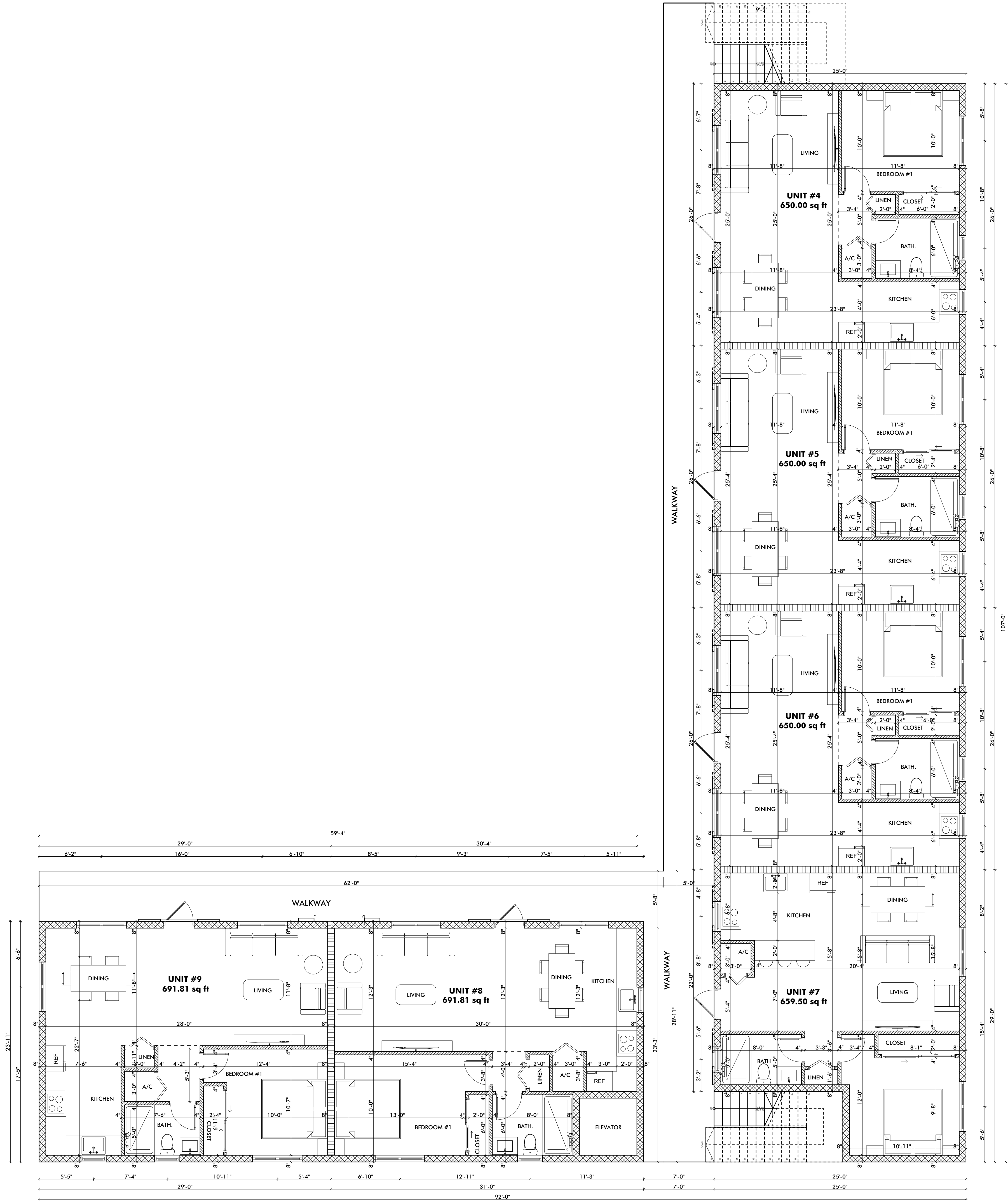
REVISIONS:

NO. DATE DESCRIPTION

1 3/16/23 REVISION TO PERMIT

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RAHI MUDDIN RAHIMI PE
LICENCE NUMBER
5 1 4 8 4
PROFESSIONAL ENGINEERING
SEAL, SIGN AND DATE



Second Floor

SCALE: 3/16" = 1'-0"

RAFE INVESMENT INC
PRESIDENT **JORGE DELAFE**
17101 SW 62ND STREET, SOUTH WEST RANCHES.
FL 33331

ZONING:
6800 COMMENCRIAL PROFESIONAL OFFICE

PROJECT NO: 98
DATE: 1/2024
DRAWN BY: B.J.
CHECKED: R.R.

DRAWING NO.
A-2

1804 ALI BABA
APARTMENTS

1816 Ali Baba Ave
Opa Locka, FL. 33054
LOT:25,26,27 &28 / BLOCK:12

MR ENGINEERING CONSULTANTS INC

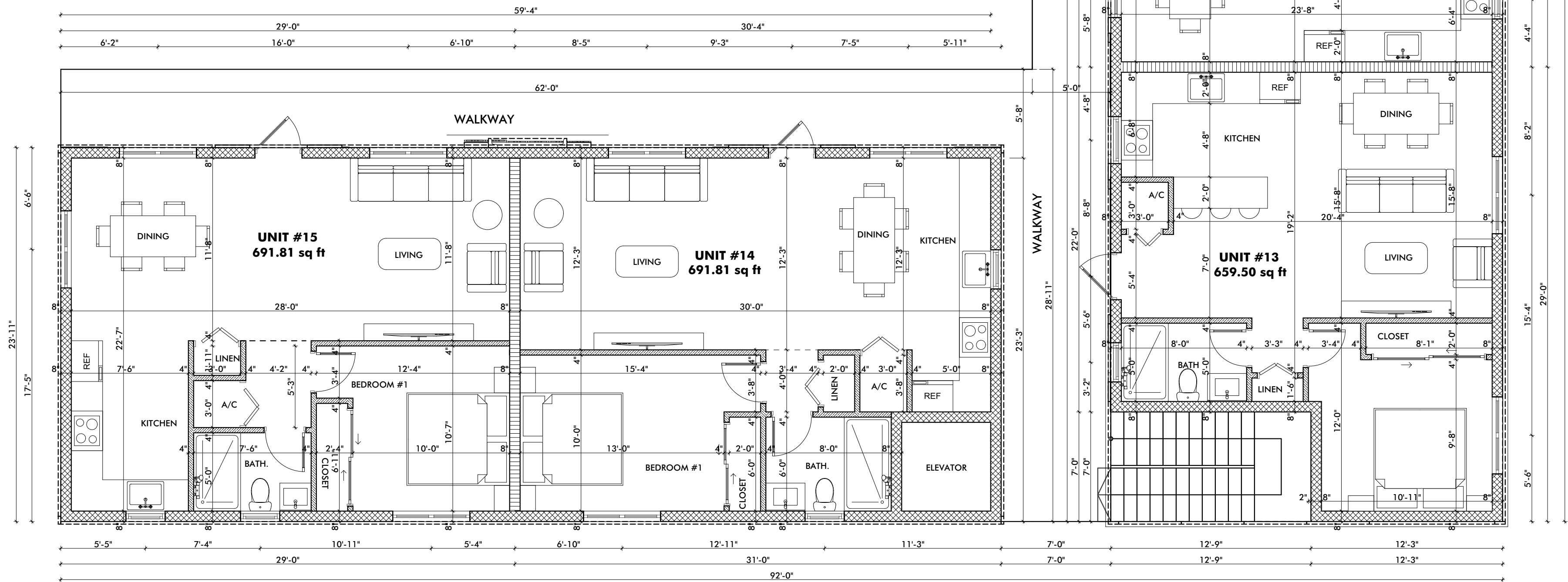
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C A 9 8 2 4
10031 PINES BLVD SUITE 237, PEMBROKE PINES, FLORIDA 33024
P(954)364-8355 F(954)432-9266

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RAHI MUDDIN RAHIMI PE
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PROFESSIONAL ENGINEERING
SEAL, SIGN AND DATE



Third Floor
SCALE: 3/16" = 1'-0"

RAFE INVESMENT INC
PRESIDENT **JORGE DELAFE**
17101 SW 62ND STREET, SOUTH WEST RANCHES.
FL 33331

ZONING:
6800 COMMENCRIAL PROFESIONAL OFFICE

PROJECT NO: 98
DATE: 1/2024
DRAWN BY: B.J.
CHECKED: R.R.

DRAWING NO.
A-3

1804 ALI BABA
APATRMENTS

1816 Ali Baba Ave
Opa Locka, FL. 33054
LOT-25,26,27 &28 / BLOCK-12

MR ENGINEERING CONSULTANTS INC

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RAHI MUDDIN RAHIMI PE
LICENCE NUMBER
5 1 4 8 4

PROFESSIONAL ENGINEERING
SEAL SIGN AND DATE

Hello Neighbor

REF: 1804/1816 ALIBABA AVE OPALOCKA FL

Dear sir or Madam. This letter is to inform you that we are planning to build a Mixed unit apartment building at the above mentioned property. It will consist of 3 commercial Mixed units and 12 one bedroom and one bath apartments. I have included a site plan of what is proposed. We greatly appreciate your support for this development, we feel that this development will help fuel the area and help keep property values up. We have enclosed a copy of a form from the city of Opa Locka for you to sign with your support. If you have any questions regarding the proposed development, I'm ready available to either speak with you by phone or meet you at your leisure. Please sign the form and send it back in the provided self-stamped envelope.

Thanking you in advance

Jorge De La Fe

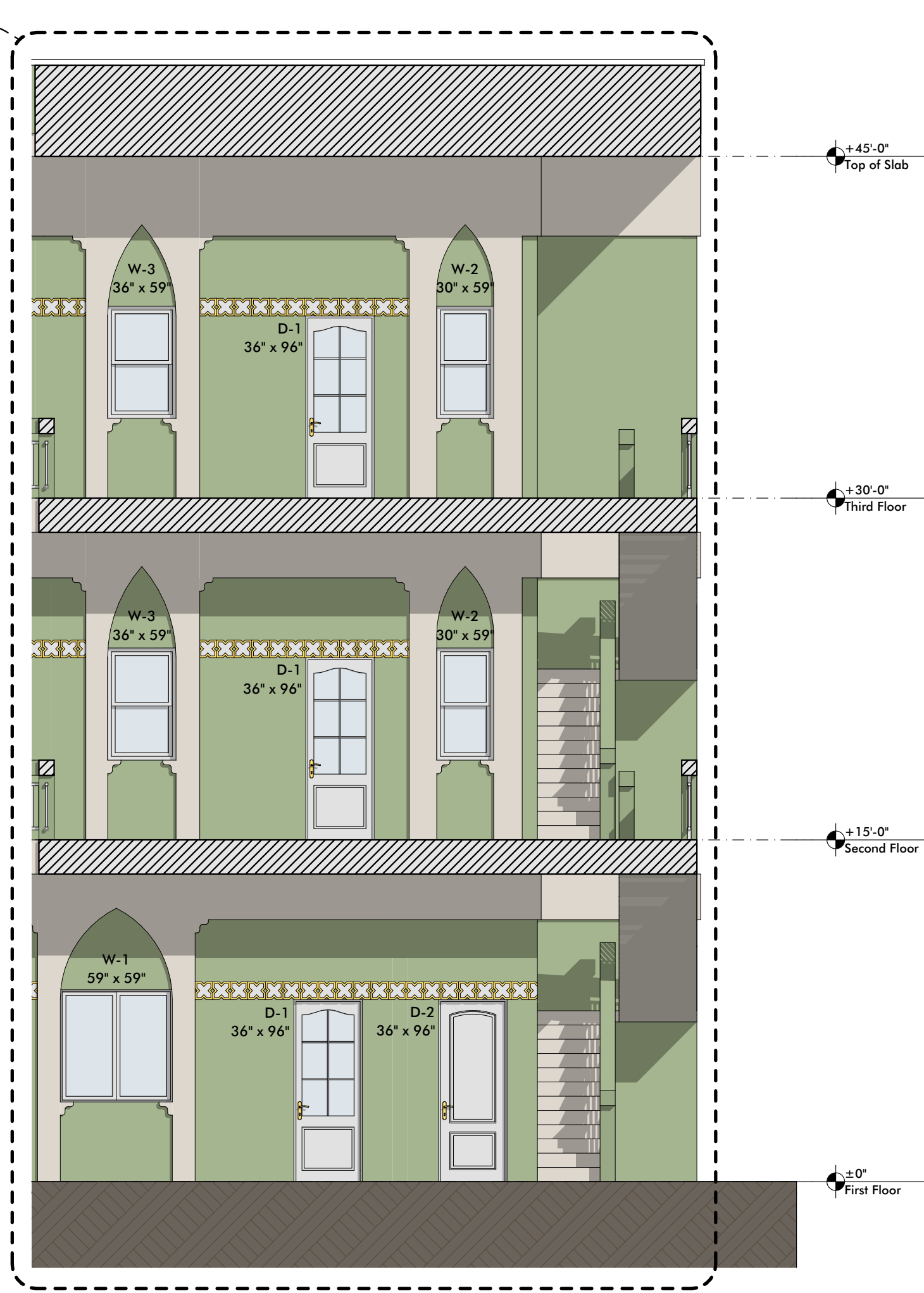
305-905-6913

delafej@bellsouth.net



West Elevation

SCALE: 3/16" = 1'-0"



Partial West Elevation

SCALE: 3/16" = 1'-0"



North Elevation

SCALE: 3/16" = 1'-0"

RAFE INVESTMENT INC
PRESIDENT **JORGE DELAFE**
17101 SW 62ND STREET, SOUTH WEST RANCHES.
FL 33331

ZONING:
6800 COMMERCIAL PROFESIONAL OFFICE

RAHIUDDIN RAHIMI PE
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PROFESSIONAL ENGINEERING
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MR ENGINEERING CONSULTANTS INC

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P (954) 364-8355 F (954) 432-9266

1804 ALI BABA
APARTMENTS

1816 Ali Baba Ave
Opa Locka, FL 33054
LOT-25,26,27 &28 / BLOCK-12

PROJECT NO: 98

DATE: 1/20/24

DRAWN BY: B.J.

CHECKED: R.R.

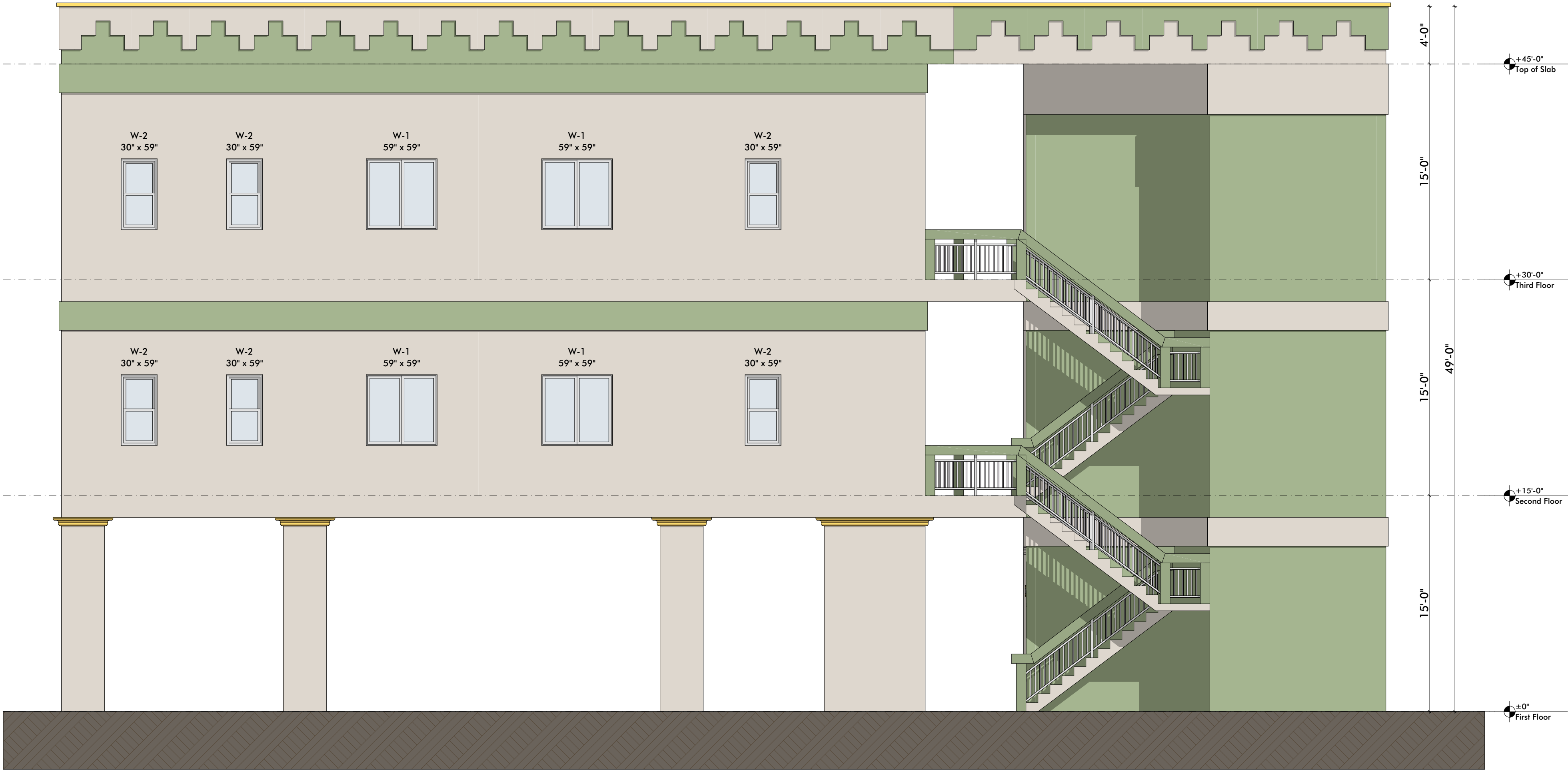
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A-4



West Elevation

SCALE: 3/16" = 1'-0"



West Elevation

SCALE: 3/16" = 1'-0"

RAFE INVESMENT INC
PRESIDENT **JORGE DELAFE**
17101 SW 62ND STREET, SOUTH WEST RANCHES.
FL 33331

ZONING:
6800 COMMERCIAL PROFESIONAL OFFICE

PROJECT NO: 98

DATE: 120624

DRAWN BY: B.J.

CHECKED: R.R.

DRAWING NO.

A-5

1804 ALI BABA
APATRMENTS

1816 Ali Baba Ave
Opa Locka, FL. 33054
LOT-25,26,27 &28 / BLOCK-12

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STRUCTURAL, CIVIL, GEOTECHNICAL, ENVIRONMENTAL ENGINEERS
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10031 PINES BLVD SUITE 237, PEMBROKE PINES, FLORIDA 33024
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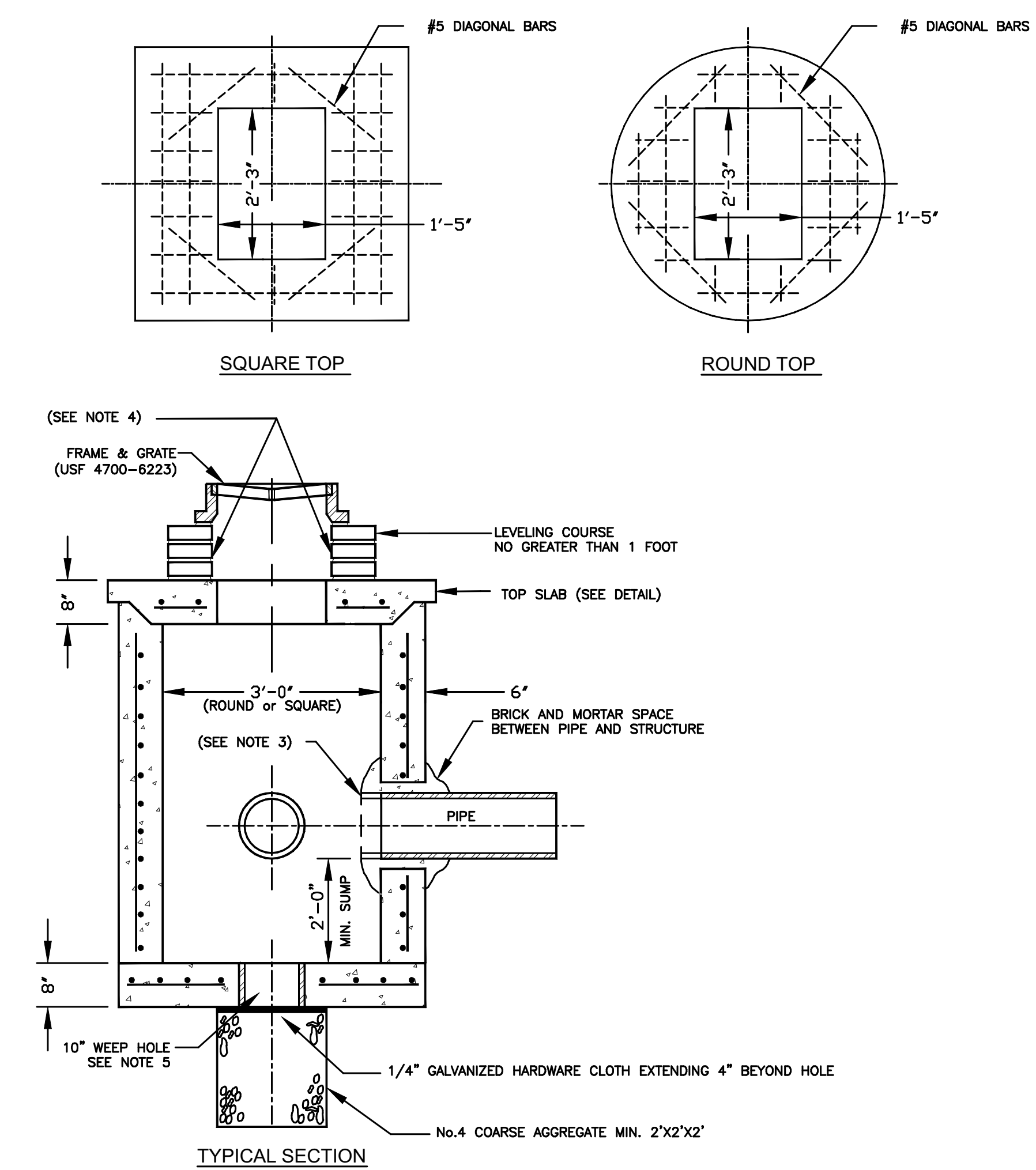
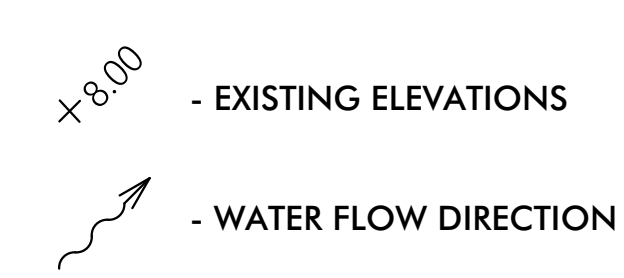
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PERSON OR FIRM TO WHOM SUCH INFORMATION IS DISCLOSED. THE ENGINEER SHALL
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RAHI MUDDIN RAHIMI PE
LICENCE NUMBER
5 1 4 8 4
PROFESSIONAL ENGINEERING
SEAL, SIGN AND DATE



- NOTES:
- 1.- CAST TOP SLAB TO FIT WALL USED.
 - 2.-USE 4,000 psi CONCRETE. (MINIMUM), MAXIMUM W/C=0.53, GRADE 60 STEEL FOR REBAR AND GRADE 65 FOR WWF.
 - 3.-PIPES MAY EXTEND INTO CATCH BASIN A MAXIMUM OF 4".
 - 4.- APPLY A SMOOTH LINE OF MORTAR 1/2" THICK INSIDE AND OUTSIDE.
 - 5.- WEEP HOLES ARE TO BE USED WHEN THE YEARLY LOWEST WATER ELEVATION IS ABOVE THE TOP OF THE BOTTOM SLAB OF THE STRUCTURE.

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED <u>5/8/2018</u>	REVISED <u>5/8/2018</u> <u>9/16/2013</u> <u>9/26/2012</u> <u>2/8/2011</u> <u>3/7/1981</u>	STANDARD STORM DRAINAGE DETAIL PRECAST CATCH BASIN (D-3)	SD 2.2
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ZONING:
6800 COMMERCIAL PROFESIONAL OFFICE

PROJECT NO: 98

DATE: 120524

DRAWN BY: B.J.

CHECKED: R.R.

1804 Ali Baba Ave

APATRAMENTS

1816 Ali Baba Ave

Opa Locka, FL 33054

LOT:25,26,27 828 / BLOCK:12

MR ENGINEERING CONSULTANTS INC

STRUCTURAL, CIVIL, GEOTECHNICAL, ENVIRONMENTAL ENGINEERS

C A 9 8 2 4

10031 PINES BLVD SUITE 237, PEMBROKE PINES, FLORIDA 33024

P 9 5 4 1 3 6 4 - 8 3 5 5 F 9 5 4 1 3 2 - 9 2 6 6

1804 Ali Baba Ave

APATRAMENTS

1816 Ali Baba Ave

Opa Locka, FL 33054

LOT:25,26,27 828 / BLOCK:12

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CONNECTION WITH THE SPECIFIED PROJECT NONE OF SUCH IDEAS RESONS

ARRANGEMENTS OF PANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FROM

THE OFFICE OF THE ARCHITECT WITHOUT THE WRITTEN PERMISSION OF THE

ARCHITECT. ANY SUCH DISCLOSURE SHALL BE CONSIDERED A VIOLATION OF THE

PROFESSIONAL ENGINEERING CODE OF ETHICS. CONTRACTORS SHALL VERIFY AND BE

RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE

MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS

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NOTED

RAHIMUDDIN RAHIMI PE

LICENSE NUMBER

5 1 4 8 4

PROFESSIONAL ENGINEERING

SEAL SIGN AND DATE:



RAFE INVESTMENT INC
PRESIDENT **JORGE DELAFE**
17101 SW 62ND STREET, SOUTH WEST RANCHES.
FL 33331

ZONING:
6800 COMMERCIAL PROFESIONAL OFFICE

PROJECT NO: 98
DATE: 1/20/24
DRAWN BY: B.J.
CHECKED: R.R.

DRAWING NO.
3D

1804 Ali Baba
APATRMENTS
1816 Ali Baba Ave
Opa Locka, FL. 33054
LOT:25,26,27 &28 / BLOCK:12

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RAHI MUDDIN RAHIMI PE
LICENCE NUMBER
5 1 4 8 4
PROFESSIONAL ENGINEERING
SEAL SIGN AND DATE

2nd DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
May 6, 2025, 5:30 P.M.

CALL TO ORDER

Planning and Community Development Director Gregory Gay called the Planning and Zoning Board meeting to order at 5:42 p.m. on May 6, 2025.

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

1. ROLL CALL

The following members of the Planning and Zoning Board were present: Board Member Germaine Barnes, Board Member Audrey Dominguez, Board Member Dawn Mangham, Board Member Aldo Mata, Board Member Claudienne Hibbert Smith, and Board Member Nikisha Williams.

Absent Board Members: Chair Elio Guerrero

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

It was determined that Board Member Germaine Barnes would serve as Acting Chair (A/Chair) in the absence of the Board's Chair.

2. INVOCATION

Invocation was given.

3. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES

• **PZAB Minutes – November 19, 2024**

Motion made by Board Member Dominguez, seconded by Board Member Mangham, to approve the minutes from the November 19, 2024 meeting. In a roll call vote, the **motion** passed 5-0. (A/Chair Germain Barnes abstained from voting)

5. PUBLIC HEARING:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL / DENIAL OF THE RAFE INVESTMENTS, INC SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION OF FIFTEEN RESIDENTIAL UNITS, THREE LIVE-WORK UNITS AND TWELVE RESIDENTIAL UNITS ON THE VACANT PARCEL SITE ON ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122-003-2390; 08- 2122-003-2400 IN THE B-O ZONING DISTRICT AND WITHIN THE MAGNOLIA NORTH MIXED-USE OVERLAY DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

A/Chair Germain Barnes read the Resolution into the record.

Jorge de la Fe, President, Rafe Investments, outlined the project plan, highlighting the inclusion of 15 units (12 for low-income senior citizens, 3 as live-work units), accessibility features, and design elements to accommodate senior living. Features included wheelchair-accessible showers, automatic lighting, and safe design elements. Parking and security measures were also discussed.

Board Member Hibbert Smith raised a concern about ongoing maintenance and security for the units. Mr. de la Fe explained the maintenance plan, detailing regular upkeep and security measures, including surveillance cameras and staff presence.

Zoning Official Gerald Lee presented an overview of the Rafe Investments site plan, highlighting the inclusion of 15 residential units, including 3 live-work units designed for an elderly population. He noted that the project complies with zoning regulations, emphasizing the innovative use of live-work spaces on a small parcel. Mr. Lee expressed support for the project, stating it would enhance the area by providing residential and business opportunities.

A/Chair Germain Barnes inquired whether the live-work units, which are on the ground floor and have the largest square footage, would have designated office spaces. Mr. de la Fe responded that the front bedroom of those units would serve as office space, as it has a separate entrance, allowing for small business operations like a hairdresser.

Opa-locka Zoning Official Gerald Lee added that the concept of live work is inherent to the development's approval, aligning with the district's requirements.

A/Chair Germain Barnes opened the floor for questions from the public. There were none.

Motion made by Board Member Dominquez to approve the Resolution. Board Member Williams **seconded** the **motion**. In a roll call vote, the **motion** passed unanimously (6-0).

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL / DENIAL OF THE RAFE INVESTMENTS, INC DEVELOPMENT AGREEMENT REVIEW REQUEST FOR THE CONSTRUCTION OF FIFTEEN RESIDENTIAL UNITS, THREE LIVEWORK UNITS AND TWELVE RESIDENTIAL UNITS ON THE VACANT PARCEL SITE ON ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122- 003-2390; 08-2122-003-2400 IN THE B-O ZONING DISTRICT AND WITHIN THE MAGNOLIA NORTH MIXED-USE OVERLAY DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A/Chair Germain Barnes read the Resolution into the record.

Zoning Official Lee summarized the development agreement, noting requirements for economic empowerment, local hiring, and timeline adherence. The project is consistent with zoning regulations and community needs. Director Gay added that while larger projects often include specific provisions for hiring local residents, this smaller-scale project does not include such requirements due to its limited size.

Board Member Williams pointed out that the agreement recommends collaborating with organizations such as the Beacon Council, The Miami Foundation, Miami-Dade County Public Schools, Miami Dade College, and CareerSource South Florida. She questioned how the city facilitates these connections, noting that CareerSource South Florida no longer has a location in Opa-locka.

Director Gay clarified that the development agreement is a boilerplate document used for all agreements, and the language referencing these organizations is typically geared towards larger projects, often with more than 50 units. Given the smaller scale of this project (15 units), the requirement to work with these entities is not strictly applicable.

Board Member Williams recommended that despite the project's size, the developer should still make efforts to hire locally.

Director Gay responded that while the city cannot mandate hosting job fairs for this project, it can encourage the developer to take proactive steps in hiring Opa-locka residents. Director Gay acknowledged the recommendation and agreed to take it into consideration.

City Attorney Booker recommended that the applicant address the board's concerns directly, particularly regarding local hiring commitments. City Attorney Booker suggested that the applicant state on the record whether they would work with the specified agencies to hire local residents.

Mr. de la Fe expressed his willingness to work with local agencies to hire residents. He acknowledged that while the primary builder usually brings their own crew, he would request that the contractor make efforts to hire locally.

A/Chair Germain Barnes opened the floor for questions from the public. There were none.

Motion made by Board Member Dominquez, seconded by Board Member Mangham, to approve the Resolution. In a roll call vote, the **motion** passed unanimously (6-0).

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL / DENIAL OF THE SPECIAL EXCEPTION SITE PLAN REVIEW REQUEST TO MODIFY THE SITE TO OPERATE A KINDERGARTEN LOCATED APPROXIMATELY ON THIS SEVEN PARCEL SITE AT 1238 ALI BABA AVENUE, 1244 ALI BABA AVENUE, AND 1290 ALI BABA AVENUE AND IDENTIFIED BY FOLIO 08-2121-002-1840, 08- 2121-002-1850; 08-2121-002-1860; 08-2121-002-1870; 08-2121-002-1880; 08- 2121-002-1890; AND 08-2121-002-1900 IN THE HISTORIC DOWNTOWN OPALOCKA DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A/Chair Germain Barnes read the Resolution into the record.

Al Cruz, former Miami-Dade Fire Chief, reviewed the proposed educational daycare at the site to meet community needs. The facility would accommodate 139 children across two structures, each with four to five classrooms, fully equipped with fire safety measures as required by state and city codes.

Zoning Official Lee clarified that the proposal is classified as a kindergarten rather than a daycare, as it includes a stronger educational component. He referenced Ordinance 1016, which governs school locations, and noted that the property falls within the Historic Downtown Opa-locka District.

He explained that the project involves retrofitting existing buildings rather than new construction, including the addition of a large playground that exceeds minimum size requirements. The main building previously operated as a church, while the secondary building was used as an NA & AA facility.

In response to board questions, Mr. Lee confirmed that both structures would be used for the school and clarified that while the playground layout could be more optimized, the current configuration meets the required standards. He noted that there was no discussion about reducing parking to expand the playground area, as the proposed layout meets code requirements and improves the site's use compared to its previous function as a church and thrift store.

Felipe Santos, Applicant, explained that the daycare operates several schools in Miami-Dade and Broward County, primarily serving low-income communities. He emphasized that their educational partnerships, including with the Early Learning Coalition and United Way, require strict adherence to safety standards, particularly separating age groups during play. The playground design reflects these requirements, ensuring safe and adequate space for each age group, which justifies the layout despite its unconventional shape.

A/Chair Germain Barnes expressed concern that the current layout of the playground, which is a narrow strip approximately 17 feet wide, may not provide enough space for young children to move freely. He noted that while the parking requirements are met, it might be worth considering reducing some parking spaces to create a more conducive play area.

Zoning Official Lee presented the special exception review for the proposed kindergarten and daycare. The project involves retrofitting existing buildings on seven unified parcels, adding an expanded playground, and maintaining compliance with school development and historic district ordinances. He stated that the project aligns with the city's comprehensive plan, supports mixed-use zoning, and includes traffic mitigation strategies. No new construction will occur, and safety and environmental standards will be met. Staff recommended approval, viewing the project as an improvement to the underutilized site.

Board Member Dominguez expressed concern about potential traffic issues, noting that nearby Opa-locka Elementary already experiences long pickup lines. Dominguez emphasized that managing drop-off and pickup for 139 children might create congestion.

The applicant acknowledged the concern and explained that the plan includes staggered pickup and drop-off times for each of the nine classrooms to minimize traffic. He noted that security guards would direct parents to designated parking spots, ensuring an organized process. Additionally, a teacher greeter would assist children from vehicles to the building, further facilitating smooth traffic flow.

Board Member Williams expressed concerns about traffic flow, noting the proximity of another school. Williams asked whether the school zone would extend to the proposed daycare. The applicant clarified that the daycare's hours would differ from the nearby elementary school, reducing overlap. They explained that daycare drop-off times are more flexible, with windows ranging from 7 AM to 10 AM, unlike the strict 15–20-minute drop-off period typical of elementary schools. This flexibility, along with staggered pickup and drop-off schedules, security personnel, and a greeter, would help minimize traffic congestion.

A/Chair Germain Barnes opened the floor for questions from the public.

Sarah Allen, a third-grade teacher at Dr. Robert B. Ingram Elementary, expressed concerns about the proposed daycare and kindergarten. She questioned how the project would impact Dr. Robert B. Ingram Elementary, given the overlap with kindergarten and VPK programs. Ms. Allen asked whether funds would be diverted from the public school and whether students would come from the local community. She also raised safety concerns about the proximity to the railroad tracks and potential noise disruption, as well as traffic issues related to safely removing children from car seats. Ms. Allen worried that decreased enrollment could lead to job losses for teachers.

The applicant responded that the daycare would complement rather than compete with the elementary school by offering additional services like summer camps and after-school programs. They stated that funding would not be diverted, as the daycare would be funded through separate non-profit and governmental sources. The applicant emphasized that the target population would be local children under age five and addressed noise concerns by stating the facility would have acoustic panels to minimize train noise. Traffic flow would be managed through staggered drop-off times and designated greeters.

Dr. Cynthia Clay, Principal of Dr. Robert B. Ingram Elementary, expressed doubts about the daycare's impact, noting the school already offers summer and after-school programs. She was concerned that the new facility could draw students away, negatively affecting enrollment and staffing.

Sherelean Bass, a long-time educator at Dr. Robert B. Ingram Elementary, shared similar concerns, emphasizing that the new facility could destabilize the community school. She noted the area already faces traffic congestion, and additional drop-offs could worsen the problem.

Board Member Dominguez raised concerns about traffic and the potential overlap between the new daycare and the existing elementary school. Board Member Williams inquired about the school zone's extension and how the new facility's flexible drop-off schedule might help with traffic flow.

The applicant acknowledged the educators' concerns about stability for Dr. Robert B. Ingram Elementary and expressed support for school choice. He emphasized that parents should have options, including his facility's athletic and enrichment programs, which may differ from those offered at the elementary school. He stressed that offering diverse choices would benefit the community and stated his belief in a free market approach, allowing families to choose what works best for them.

Board Member Williams asked if the applicant would consider excluding VPK and kindergarten to avoid overlapping with the public school. The applicant stated that not offering VPK and kindergarten would not be financially viable, as both are essential to

sustain the facility and pay competitive wages. The applicant explained that VPK is universal and funded differently from public schools.

Board Member Williams expressed concern that the public funding for students would be redirected to the private facility, potentially impacting enrollment at Dr. Robert B. Ingram Elementary, which could lead to reduced funding and staffing. The applicant acknowledged the concern and reiterated that offering diverse educational options benefits the community.

Concerns were also raised about the train noise disrupting students, highlighting the difference between industrial uses and educational environments. The applicant noted that noise mitigation measures would be implemented but could not guarantee complete soundproofing.

City Attorney Booker advised the board that if they intend to deny the special exception use at this location, they must refer to the statutory requirements and the city's code. She reminded the board to review the criteria outlined in the city's code before making a denial motion, as they must clearly state the basis and reasons for the decision. City Attorney Booker noted that if the motion is to approve, the criteria review is not necessary but wanted to ensure proper procedural adherence if a denial is considered.

Motion made by Board Member Williams, seconded by Board Member Hibbert Smith, to **deny** the Resolution based on special exception review criteria #4, #6 and #8. In a roll call vote, the **motion** to deny passed unanimously (6-0).

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL / DENIAL OF THE DEVELOPMENT AGREEMENT REVIEW REQUEST TO MODIFY THE SITE TO OPERATE A KINDERGARTEN LOCATED APPROXIMATELY ON THIS SEVEN PARCEL SITE AT 1238 ALI BABA AVENUE, 1244 ALI BABA AVENUE, AND 1290 ALI BABA AVENUE AND IDENTIFIED BY FOLIO 08-2121-002-1840, 08-2121-002- 1850; 08-2121-002-1860; 08-2121-002-1870; 08-2121-002-1880; 08-2121-002- 1890; AND 08-2121-002-1900 IN THE HISTORIC DOWNTOWN OPA-LOCKAA DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A/Chair Germain Barnes did not read the Resolution into the record.

A/Chair Germain Barnes stated that both the client and the department had presented, and no further presentations were necessary unless there were additional points related to the developer's agreement. He clarified that the board could suggest adding items from the special exception review to the developer's agreement, but noted that while some provisions could be included, not all would be enforceable—some would only be encouraged.

A/Chair Germain Barnes opened the floor for questions from the public.

Motion made by Board Member Hibbert Smith, seconded by Board Member Williams, to deny the Resolution. In a roll call vote, the **motion** to deny passed unanimously (6-0).

6. ADJOURNMENT

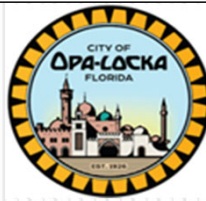
The meeting was adjourned at 7:22 p.m.

CITY OF OPA-LOCKA PLANNING & ZONING BOARD MEETING: MAY 6, 2025



COMMUNITY DEVELOPMENT DEPARTMENT

PREPARED BY: GERALD LEE



PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

Agenda

RAFE INVESTMENTS, INC

- ☐ **ITEM No. 1 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL / DENIAL OF THE RAFE INVESTMENTS, INC SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION OF FIFTEEN RESIDENTIAL UNITS, THREE LIVE-WORK UNITS AND TWELVE RESIDENTIAL UNITS ON THE VACANT PARCEL SITE ON ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122-003-2390; 08-2122-003-2400 IN THE B-O ZONING DISTRICT AND WITHIN THE MAGNOLIA NORTH MIXED-USE OVERLAY DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**



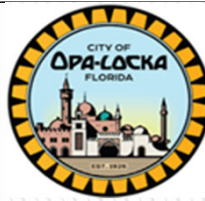
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC

Site Plan Review

- The subject property is currently owned by RAFE INVESTMENTS, Inc., and the total site area is 13,125 sq ft. according to Miami Dade County Property Appraiser's website.
- The property is zoned B-O and is within the Magnolia North Mixed Use Overlay District.
- The site plan complies with the current development standards for setbacks and building height.



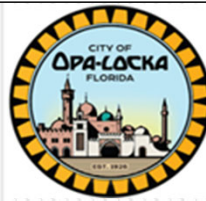
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC

Site Plan Review

- Site plan provides 20 off-street parking spaces and trees and shrubs in accordance with the City LDR.
- The review and approval of this site plan request would allow the construction of a three-story residential building with 3 residential live-work units and 12 regular residential units on this two vacant parcel site at 1804 & 1816 Ali Baba Avenue.

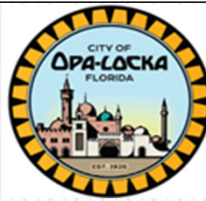


PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC

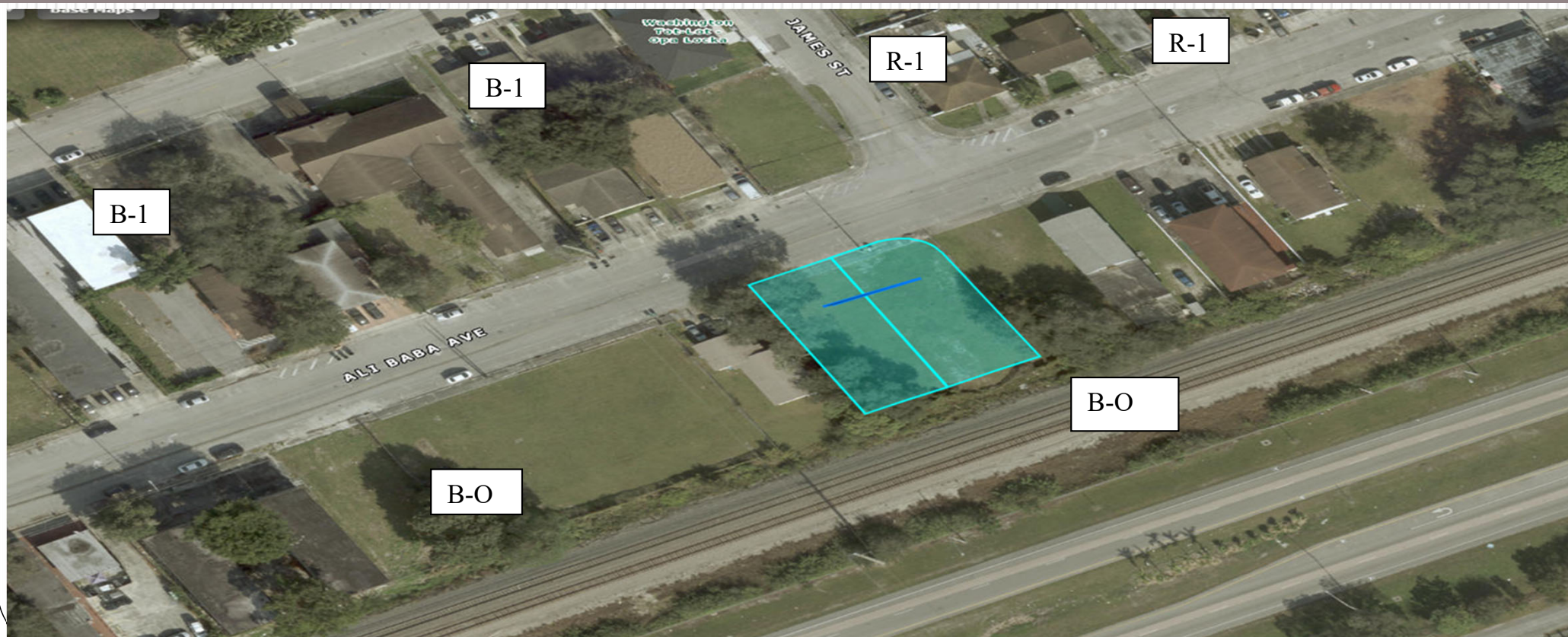




PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC



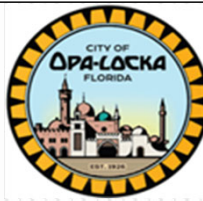


PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC



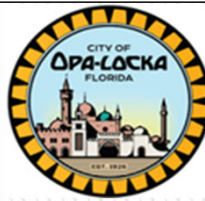


PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC



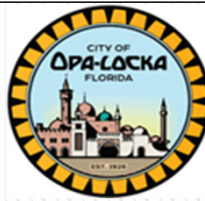


PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC

Staff recommends approval of this Site Plan pending any conditions that may be imposed by the Planning & Zoning Appeals Board.



PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

Agenda

RAFE INVESTMENTS, INC



ITEM No. 2

- **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL / DENIAL OF THE RAFE INVESTMENTS, INC DEVELOPMENT AGREEMENT REVIEW REQUEST FOR THE CONSTRUCTION OF FIFTEEN RESIDENTIAL UNITS, THREE LIVE-WORK UNITS AND TWELVE RESIDENTIAL UNITS ON THE VACANT PARCEL SITE ON ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122-003-2390; 08-2122-003-2400 IN THE B-O ZONING DISTRICT AND WITHIN THE MAGNOLIA NORTH MIXED-USE OVERLAY DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**



PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC

Staff recommend approval of the Development Agreement pending any conditions that may be imposed by the Planning & Zoning Appeals Board.

OWNERS NAME	ADDRESS	FOLIO NUMBER	LEGAL DESCRIPTION	NO#
DENISE H SWASEY LE,REM CONSTANACE G SYDER	3520 NW 213 ST MIAMI GARDENS FL 33056	08-2122-006-0140	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 14 BLK 337	1
YVETTE WALKER,SHANTAVIA L WALKER	1870 SERVICE ROAD OPA LOCKA FL 33054	08-2122-006-0150	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 15 BLK 337	2
RETEVEA BAIN	1860 SERVICE ROAD OPA-LOCKA FL33054	08-2122-006-0160	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 16 BLK 337	3
YOSVANI ORBIZ,MANUEL ORBIZ HERNANDEZ RAMONA RERAZA AMEHAZURRA	1850 SERVICE ROAD OPA-LOCKA FL 33054	08-2122-006-0170	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 17 BLK 337	4
ESTATE OF FLETA MOSLEY	1840 SERVICE RD OPA LOCKA FL 33054	08-2122-006-0180	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 18 BLK 337	5
LAZARA CASTILLO	8531 SW 4 ST MIAMI FL 33144	08-2122-006-0190	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 19 BLK 337	6
HALA FASHIONS PROPERTY LLC	PO BOX 279331 MIRAMAR FL 33027	08-2122-003-2300	MAGNOLIA SUB PB 40-80 LOTS 12&13 BLK 13	7
NEIGHBORHOOD HOUSING LLC	490 OPA LOCKA BLV #20 OPA LOCKA FL 33054	08-2122-003-2320	MAGNOLIA SUB PB 40-80 LOTS 14 & 15 BLK 13	8
JOSEPH BARTON	153 GROGANS POINT ROAD THE WOODLANDS TX 77380	082122-003-2330	MAGNOLIA SUB PB 40-80 LOTS 16 TO 18 INC BLK 13	9
JOSEPH BARTON	153 GROGANS POINT RD THE WOODLANDS TX 77380	08-2122-003-2340	MAGNOLIA SUB PB 40-80 LOT 19 BLK 13	10
JOSEPH BARTON	153 GROGANS POINT RD THE WOODLANDS TX 77380	08-2122-003-2350	MAGNOLIA SUB PB 40-80 LOT 20 BLK 13	11

JOSEPH BARTON	153 GROGANS POINT RD THE WOODLANDS TX 77380	08-2122-003-2360	MAGNOLIA SUB PB 40-80 LOTS 21& 22 BLK 13	12
MIAMI 1818 LLC	4559 SW 33 AVE FORT LAUDERDALE FL 33312	08-2122-003-2370	MAGNOLIA SUB PB 40-80 LOTS 23 & 24 BLK 13	13
WALTHOURS ENTERPRISE LLC	3310 ROOSEVELT ST HOLLYWOOD FL 33021	08-2122-003-2401	MAGNOLIA SUB PB 40-80 THAT 50FT OF JAMES ST LYG BET BLKS 13 & 14 CLOSED BY ORD 73-21	14
LITTLE ROCK PRIMITIVE,BAPTIST CHURCH INC	1790 ALI BABA AVE OPA LOCKA FL 33054	08-2122-003-2410	MAGNOLIA SUB PB 40-80 LOTS 23 & 24 BLK13	15
A R D PROPERTIES INVESTMENTS INC	5621 PLUNKETT ST HOLLYWOOD FL 33023	08-2122-003-2420	MAGNOLIA SUB PB 40-80 LOTS 3 & 4 BLK 14	16
THICK WATER LLP	610 NW 183 ST SUITE 207 MIAMI GARDENS FL 33169	08-2122-000-0290	SW 50 FT OF N1/2 OF NE1/4 OF NE1/4 LYING BETWEEN ALI BABA AVE& SAF R/W AKA L1 BLK UNREC	17
FAY PLASNIE CORP TRS 1768 ALI BABA LAND TRUST	610 NE 183 ST ST # 207 MIAMI FL 33169	08-2122-000-0300	NE50FT OF SW100FT OF N1/2 OF N/E1/4 OF N/E1/4 BETWEEN ALI BABA AVE & SAF R/W AKA L2 BLK 1 UNREC	18
PALMETTO HOMES URBAN,DEVELOPMENT GROUP INC	4952 NW 7 AVE MIAMI FL 33127	08-2122-000-0310	NE50FT OF SW150FT OF N1/2 OF NE1/4 OF NE1/4 BETWEEN ALI BABA AVE & SAF RW	19
LOU INVESTMENTS GROUP CORP	1765 ALI BABS AVE 3 OPA LOCKA FL 33054	08-2122-000-0320	NE50FT OF SW200FT OF N1/2 OF NE1/4 OF NE1/4 BETWEEN ALI BABA AVE & SAF R/W	20
FLORIDA REALTY INVESTMENTS	6175 NW 153 ST 201 MIAMI LAKES FL 33014	08-2122-003-1890	MAGNOLIA SUB PB 40-80 LOTS 13 & 14 BLK 11	21

MACAN LLC	2145 PIERCE ST 217 HOLLYWOOD FL 33020	08-2122-003-1910	MAGNOLIA SUB PB 40-80 LOTS 15-16 & 17 BLK 11	22
CARLOS MOORE	8318 SW 85 TER MIAMI FL 33143	08-2122-003-1940	MAGNOLIA SUB PB 40-80 LOTS 18 & 19 BLK 11	23
LISANDRA DELGADO,JOSE MANUEL DELGADO	1795 ALI BABA AVE OPA LOCKA FL 33054	08-2122-003-1950	MAGNOLIA SUB PB 40-80 LOTS 20 & 21 BLK 11	24
1801 ALI BABA INC	460 NE 28 ST # 902 MIAMI FL 33137	08-2122-003-1690	MAGNOLIA SUB PB 40-80 LOTS 23 & 24 BLK 10	25
SONJA DELLMAR	1811 ALI BABA AVE OPA LOCKA FL 33054	08-2122-003-1700	MAGNOLIA SUB PB 40-80 LOTS 25 & 26 BLK 10	26
MIAMI 1818 LLC	4559 SW 33 AVE FIRT LAUDERDALE FL 33312	08-2122-003-1720	MAGNOLIA SUB PB 40-80 LOTS 27 & 28 BLK 10	27
SOUL SAVING STATION,OF CHRIST ETC	1880 WASHINGTON ST OPA LOCKA FL 33054	08-2122-003-1600	MAGNOLIA SUB PB 40-80 LOTS 11 THRU 16 & LOTS 29 & 30 BLK 10	28
SOUL S V G STA CHRIST CRUS,OF FL INC	1880 WASHINGTON AVE OPA LOCKA FL 33054	08-2122-003-1750	MAGNOLIA SUB PB 40-80 LOTS 31 & 32 BLK 10	29
THICK WATER LLP	610 NE 183 ST 207 MIAMI FL 33169	08-2122-003-1760	MAGNOLIA SUB PB 40-80 LOTS 33 & 34 BLK 10	30
JB YOUNG HOLDINGS LLC	17800 NW 14 CT MIAMI FL 33169	08-2122-003-1790	MAGNOLIA SUB PB 40-80 LOTS 35 THRU 38 BLK 10	31
SOUL SAVING STATION	1880 WASHINGTON AVE OPA LOCKA FL 33054	08-2122-003-1630	MAGNOLIA SUB PB 40-80 LOTS 17 & 18 BLK 10	32
SOUL SAVING STATION CHURCH	1880 WASHINGTON AVE OPA LOCKA FL 33054	08-2122-003-1650	MAGNOLIA SUB PB 40-80 LOTS 19 & 20 BLK 10	33

WALTHOURS ENTERPRISE LLC	3310 ROOSEVELT ST HOLLYWOOD FL 33021	08-2122-003-1670	MAGNOLIA SUB PB 40-80 LOT 21 BLK 10	34
WALTHOURS ENTERPRISE LLC	3310 ROOSEVELT ST HOLLYWOOD FL 33021	08-2122-003-1680	MAGNOLIA SUB PB 40-80 LOT 22 BLK 10	35
WALTHOURS ENTERPRISE LLC	3310 ROOSEVELT ST HOLLYWOOD FL 33021	08-2122-003-1830	MAGNOLIA SUB PB 40-80 LOTS 1 & 2 BLK 11	36
17800821220031840 LLC	30 N GOULD ST STE R SHERIDAN WY 82801	08-2122-003-1840	MAGNOLIA SUB LOTS 3 & 4 BLK 11	37
PALMETTO HOMES URBAN,DEVELOPMENT GROUP INC	4952 NW 7 AVE MIAMI FL 33127	08-2122-003-1850	MAGNOLIA SUB PB 40-80 LOTS 5 & 6 BLK 11	38
MAGNIFICENT FAMILY LLC	15841 NW 18 PL MIAMI GARDENS FL 33054	08-2122-003-1860	MAGNOLIA SUB PB 40-80 LOT 7 BLK 11	39
PURAN INVESTMENTS INC	5620 RODMAN ST HOLLYWOOD FL 33023	08-2122-003-1880	MAGNOLIA SUB PB 40-80 LOTS 10,11 &12 BLK 11	40

RESOLUTION NO. 25-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT OF RAFE INVESTMENTS, INC FOR THE CONSTRUCTION OF FIFTEEN RESIDENTIAL UNITS, THREE LIVE-WORK UNITS AND TWELVE RESIDENTIAL UNITS ON THE VACANT PARCEL SITE ON ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122-003-2390; 08-2122-003-2400 IN THE B-O ZONING DISTRICT AND WITHIN THE MAGNOLIA NORTH MIXED-USE OVERLAY DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Rafe Investments, Inc., intends to construct three live-work residential units and twelve regular residential units and provide twenty parking spaces on site and six on-street parking spaces for customers. The applicant further intends to provide landscaping in accordance with the City of Opa-Locka's Land Development Regulations ("City"); and

WHEREAS, the Applicant, has submitted a request for Development Agreement review to construct a multi-family residential building in the Business Office Zoning District (B-O) and within the Magnolia North Overlay District; and

WHEREAS, Planning & Community Development staff for the City of Opa-Locka has reviewed the application of Rafe Investments, Inc., and has determined that the applicant has provided all information required by Section 22-55(I) of the City of Opa-Locka's Land Development Code for proper consideration by the Planning and Zoning Board; and

WHEREAS, the Planning and Zoning Board reviewed this request and recommended approval of the development agreement request by the applicant at a public hearing held on May 6, 2025; and

WHEREAS, the Planning and Zoning Board of the City of Opa-Locka finds that it is in the best interest of the City and its residents to recommend approval of the Development Agreement request by the Applicant, as provided herein and attached; and

WHEREAS, the City Commission considered the Development Agreement Review application and the recommendation of the Planning & Zoning Board at a public meeting and the City Commission hereby approves the Development Agreement Review application request.

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL/DENIAL.

Approval/Denial of Development Agreement Review. The City Commission of the City of Opa-Locka, Florida hereby approves / denies a request for the Development Agreement approval for the Construction of fifteen residential units, three live-work units and twelve residential units on the vacant parcel site on Ali Baba Avenue and identified by folios 08-2122-003-2390; 08-2122-003-2400 in the B-O Zoning District and within the Magnolia North Mixed Use Overlay as set forth in Exhibit "A" attached hereto.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 2025.

John H. Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Ervin _____

Commissioner Santiago _____

Vice Mayor Kelley _____

Mayor Taylor _____



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:		
City Manager:	Sha'mecca Lawson		CM Signature		
Commission Meeting Date:	9.10.2025	Item Type:	Resolution	Ordinance	Other
		(Enter X in box)	X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading	
				X	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No
		X		X	X
Funding Source: <i>Account# :</i>	(Enter Fund & Dept) Ex: N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes	
	See Financial Impact section below			No	
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name	City Manager		Department:	Planning & Community Development	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL / DENIAL OF THE RAFE INVESTMENTS, INC DEVELOPMENT AGREEMENT REVIEW REQUEST FOR THE CONSTRUCTION OF FIFTEEN RESIDENTIAL UNITS ON THE VACANT PARCEL SITE ON ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122-003-2390; 08-2122-003-2400 IN THE B-O ZONING DISTRICT AND WITHIN THE MAGNOLIA NORTH MIXED-USE OVERLAY DISTRICT.

Staff Summary:

The applicant, Rafe Investments Inc. intends to construct fifteen residential unit in which three will be utilized as live-work units and twelve will be regular residential units. The development will include twenty on-site parking spaces. The applicant further intends to provide landscaping in accordance with the City of Opa-locka's Land Development Regulations. In conjunction to this development agreement, the applicant has submitted a request for site plan review to construct the multi-family residential building in the Business Office Zoning District (B-O) and within the Magnolia North Overlay District. The Planning & Community Development staff has reviewed the application

of Rafe Investments, Inc., and has determined that the applicant has provided all information required by Section 22-55 (I) of the City of Opa-Locka's Land Development Code for proper consideration by the Planning and Zoning Board. The Planning and Zoning Board has reviewed this request and recommended approval of the development agreement request by the applicant at a public hearing held on May 6, 2025. This request is now being presented to the City Commission for its review and consideration.

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

Proposed Action:

Planning and Community Development staff recommends approval of this legislation.

Attachment:

Draft Resolution
Site Plan
Development Agreement

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: RAFE INVESTMENTS INC / JORGE E JOLIFE

PROPERTY OWNER'S ADDRESS: 17101 SW 62 ST SW Ranches FL 33331
Number/Street City State/Zip Code

APPLICANT'S NAME: JORGE DELA FE

APPLICANT'S ADDRESS: 17101 SW 62 ST SW Ranches FL 33331
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305.905.6913 HOME CELL OTHER _____

SUBJECT PROPERTY ADDRESS: 1804/1816 ALI BABA AVE OPA LOCKA FL
Number/Street

TAX FOLIO NUMBER: 1816 08-2122-003-2390 PRESENT ZONING: 6800 COMMERCIAL PROFESSIONAL OFFICE
1804 08-2122 003-2400

LEGAL DESCRIPTION: _____

Please check specific request:

- ☐ Tentative Plat
- ☐ Final Plat
- ☐ Comprehensive Plan Amendment: ☐ Small Scale; ☐ Large Scale (please specify type of amendment below)
- ☐ Rezoning
- ☐ Drainage Plan
- ☐ Fill Permit Request
- ☐ Preliminary Site Plan Review
- ☐ Final Site Plan Review
- ☐ Conditional Use Permit – No Plans
- ☐ Conditional Use Permit – With Plans
- ☐ Special Exception – No Plans
- ☐ Special Exception – With Plans
- ☒ Development Agreement
- ☐ Restrictive Covenant
- ☐ Other – Please specify: _____

Add any additional information that may be of importance to this request:

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION (Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

- ☒ Completed application form
- ☐ Application fee payable to the City of Opa-locka by check, cashier's check or money order
- ☒ Copy of property owner's and/or applicant's photo not including a driver's license also provide Incorporation Documents (Inc., LLC, ...)
- ☒ Affidavit (see below), and power of attorney of the property owner (page 3) (Both must be Notarized)
- ☒ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).
- ☒ All preliminary and final site plans, along with property survey, signed and notarized application(s) must be submitted on flash drive in PDF format.
- ☐ Fifteen (15) certified boundary and topographic surveys of the property (two copies size 36 x 24 inches & 13 copies 11 x 17 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)
- ☒ Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (two copies size 36 x 24 inches & 13 copies size 11 x 17 inches & at least 7 original Sealed Copies)
- ☒ Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100' scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)
- ☒ Narrative concept must be submitted with application

AFFIDAVIT

I, JORGE DELA FE, being first duly sworn, depose and say that I am the **OWNER** of the property, and I understand that this application must be complete and accurate before a public hearing can be advertised.

Signature

Date

Sworn to and subscribed before me:

This 8th day of December, 2024

Notary Public

Attach copy of identification

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31



Deborah A. Ramirez
Comm. #HH102566
Expires: April 18, 2025
Bonded Thru Aaron Notary

My commission expires _____

Received:
By:
Date:



PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From: JORGE DELA FE

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I, JORGE DELA FE, being first duly sworn, depose and say that I am the owner of the property legally described as:
1804 ALI BABA AVE OPA LOCKA FL
1816 ALI BABA AVE OPA LOCKA FL

I do give to GEORGE R. DELA FE the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize GEORGE R. DELA FE to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature

Date

Sworn to and subscribed before me:

This 8th day of December 2024

Notary Public



Deborah A. Ramirez
Comm. #HH102566
Expires: April 18, 2025
Bonded Thru Aaron Notary

My commission expires: _____

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

RAFE Investments Inc.

17101 SW 62 ST

Southwest Ranches FL 33333

305-905-6913

Project Overview

This development will consist of 15 units, designed with the City of Opa-locka's distinctive architectural theme in mind. The project includes:

- **12 one-bedroom, one-bath units**, perfect for individuals or couples.
- **3 two-bedroom, one-bath units** designed with a mixed-use concept to accommodate small business owners or entrepreneurs seeking a live-work environment.

Amenities and Features

- **Ample onsite parking** to ensure convenience for all residents and their guests.
- **Lush Landscaping**

Mission Statement

Our goal is to deliver a state-of-the-art residential community that is both modern and affordable, addressing the needs of Opa-locka's residents. By fostering opportunities for both living and working within the same space, we aim to support small businesses and startups while enhancing the overall quality of life for our tenants.

Manager

Jorge De La Fe

Record and Return to:
(enclose self-addressed stamped envelope)

Legal Council
Rubin E. Dorta, Esq.
6011 West 16th Avenue,
Hialeah, FL 33012

This Instrument Prepared by:
Burnadette Norris-Weeks
City Attorney
780 Fisherman Street
4th Floor
Opa-locka, Florida 33054

SPACE ABOVE THIS LINE FOR RECORDING DATA

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA,
FLORIDA & RAFE INVESTMENTS, INC / JORGE & JULIET DELAFE**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made, and entered into this ___ day of _____ 2025 ("Execution Date") by and between **RAFE INVESTMENTS, INC / JORGE & JULIET DELAFE** (the "Owner"), a Florida limited liability company with the mailing address of **17101 SW 62 STREET SW RANCHES, FL 33331** and the City of Opa-Locka, Florida, a municipal corporation and a political subdivision of the State of Florida ("City"), with a mailing address of 780 Fisherman Street, Opa Locka, Florida 33054.

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of approximately 13,125 square feet of land located on the combined site of 1816 & 1804 Ali Baba Avenue within the municipal boundaries of the City and identified by Miami Dade County Tax Folio Nos (**folio**) **08-2122-003-2390 & 08-2122-003-2400**, (the "Property"), the legal description of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the City Commission adopted Resolution Number _____, approving a Site Plan for the Proposed Development which consist of (**one building[s]**) containing over **13,763 sq ft** of residential space and live-work space and incorporates traditional Moorish architecture to complement the surrounding community and general design goals of the City, and (**20**) parking spaces for residential and customer parking, and the planting of **8 trees**, shrubs, and landscaped open space in accordance with the **RAFE INVESTMENTS, INC / JORGE & JULIET DELAFE** approved site plan; and

WHEREAS, according to Sections 163.3220 through 163.3243, F.S., known as the Florida Local Government Development Agreement Act, the Florida Legislature has determined that the lack

of certainty in the development process can result in a waste of economic and land development resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, the Florida Legislature has declared that assurances to an Owner that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, the Owner and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish identifiable parameters for future development; and

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein set forth, the Owners and City agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
2. Consideration. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.
3. Definitions.
 - a. "Additional Term" anyone or more additional term(s) approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.
 - b. "Agreement" means this Chapter 163, F.S., Development Agreement between the City and Owner.
 - c. "City" means the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies, and instrumentalities subject to the jurisdiction thereof.
 - d. "Comprehensive Plan" means the plan adopted by the City pursuant to Chapter 163, F.S.
 - e. "Owner" means the persons or entities undertaking the development of the Property, defined in the preamble to this Agreement, **RAFE INVESTMENTS, INC / JORGE & JULIET DELAFE**, (the "Owner"), a Florida limited liability company, with the mailing address of **17101 SW 62 STREET SW RANCHES, FL 33331** and/or any of its respective successors, assigns, or heirs thereof.
 - f. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.

- g. "Development Permit" includes any building permit, zoning or subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
- h. "Effective Date" is the date this Agreement is recorded with the clerk of the Circuit Court in and for Miami-Dade County,
- i. "Entire Term" is the total term of this Agreement, combining the Initial Term (thirty (30) years) and the Additional Term, as defined herein
- j. "Execution Date" is the date that all parties have affixed their signatures to this Agreement.
- k. "Existing Zoning" means (a) all entitlements associated with the City's approval of the **RAFE INVESTMENTS, INC / JORGE & JULIET DELAFE**, Site Plan, located on the combined site of 1816 & 1804 Ali Baba Avenue, and (b) the provisions of the Charter, Comprehensive Plan and Laws of the City of Opa-locka, including the City of Opa-locka's Unified Land Development Regulation Code and the Ordinance, as amended through the Effective Date.
- l. "Final Site Plan" means the **RAFE INVESTMENTS, INC / JORGE & JULIET DELAFE**, Site Plan, at approximately (located on the combined site of 1816 & 1804 Ali Baba Avenue "Final Site Plan" approved by the City Commission for the Proposed Development which includes the construction of **one** building containing over **(13,763 sq ft)** square feet and incorporates traditional Moorish architecture to complement the surrounding community and general design goals of the City, and **(20 parking spaces)** parking spaces for residential and live work parking, and the planting of **(8)** trees, shrubs in appropriate areas as well as on the property perimeter and landscaped open space in accordance with the **RAFE INVESTMENTS, INC / JORGE & JULIET DELAFE** approved site plan as may be amended from time to time.
- m. "Governing Body" means the City of Opa-Locka's City Commission.
- n. "Initial Term" is thirty (30) years commencing on the Effective Date.
- o. "Land" means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land, except as provided herein.
- p. "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land in effect as of the Effective Date.
- q. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by the City of Opa-Locka affecting the development of land in effect as of the Effective Date, including Opa-Locka's Land Development Regulation Code, the Ordinance 15-31.
- r. "Parties" means the City and the Owner, **RAFE INVESTMENTS, INC / JORGE & JULIET DELAFE**.
- s. "Project" shall mean the **RAFE INVESTMENTS, INC / JORGE & JULIET DELAFE** and development of the 6,875 square foot of land located

on the combined site of 1816 & 1804 Ali Baba Avenue, and identified by Miami-Dade County Tax Folio Nos **(08-2122-003-2390 & 08-2122-003-2400)** (the "Property"), as described in the plans prepared by **(MR ENGINEERING CONSULTANTS, INC)**., and dated **(12/9/2024)**, which proposes the construction of **(one building)** containing over **80,000 sq ft** square feet and incorporates traditional Moorish architecture to complement the surrounding community and general design goals of the City and the development of **(120)** parking spaces; the planting of **8 trees**, shrubs in appropriate areas as well as on the property perimeter and landscaping and open space coverage, in accordance with the **RAFE INVESTMENTS, INC / JORGE & JULIET DELAFE** approved site plan as may be amended from time to time.

- t. "Property" shall mean the parcel of real property defined in the preamble to this Agreement, and legally described in Exhibit "A" hereto.
- u. "Public Facilities" means major capital improvements, including, but not limited to transportation, transit, sanitary sewer, solid waste, drainage, potable water, educational facilities, parks and recreational, and health systems and facilities for which the City's Comprehensive Plan sets forth required levels of service.
- v. "Resolution" shall mean City of Opa-Locka Resolution Number _____ and _____ approving the Project and this Agreement.

4. Intent. It is the intent of the Owner and the City that this Agreement shall be construed and implemented as a development agreement among the parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3220 through 163.3243, F.S., ("Act"), in compliance with Article V, Section 22-112 of the City of Opa-locka's Land Development Regulation Code, the Ordinance, and the Resolution.

5. Effective Date. Immediately upon approval by the City and execution by all parties, the City shall record, with recording fees paid by the Owner, the Agreement with the clerk of the Circuit Court for Miami-Dade County. This Agreement shall become binding on the Effective Date. Notwithstanding the Effective Date provided herein and required by Section 163.3239, F.S., the City, and the Owner shall act in good faith to carry out the intent of the Agreement upon the Execution Date.

6. Term of Agreement and Binding Effect. This Agreement shall run with the land, remain in full force and effect, and be binding on all parties (including the Owner) and all persons claiming under it for an Initial Term of thirty (30) years from the Effective Date, and may be extended for one or more Additional Term(s) thereafter by mutual consent of the parties subject to two public hearings pursuant to Section 163.3225, F.S. Consent to any extension or modification of this Agreement requires approval of both parties to this Agreement. No notice of termination shall be required by either party upon the expiration of this Agreement and thereafter the parties hereto shall have no further obligations under this Agreement. The obligations imposed pursuant to this Agreement upon the parties and upon the Property shall run with and bind the Property as covenants

running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and/or assigns.

7. Termination. No notice of termination shall be required by either Party upon the expiration of this agreement and thereafter the Parties hereto shall have no further obligations under this agreement.

8. Expiration / Termination / Default Upon the expiration of the Agreement, the City shall have ability and the rights under its police power to adopt Land Development Regulations not inconsistent with the rights granted hereunder. In the event of termination or default, no further rights under this Agreement shall exist, whether brought under a claim of vested right, estoppel or otherwise.

9. Development Conditions. In accordance with Section 163.3227(c), F.S., the Owner agrees as follows:

- a. All impacted Public Facilities shall be adequate to serve the Property at an acceptable level of service prior to the issuance of a Certificate of Occupancy for the Project and shall be served by water and sanitary sewer main extensions as required by the city in accordance with Miami-Dade County permitting requirements.
- b. All Public Facility improvements required by the City, by Miami-Dade County, Florida, or voluntarily proposed by the Owner to be installed by Owner shall be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project.
- c. All signage shall comply with all city sign code ordinance requirements.
- d. Owner will abide by and not deviate from the terms of its graphic and verbal representation submitted to the City Commission in order to receive approval of the Project. Such items include but are not specifically limited to:
 - 1) Design of all physical structures, water bodies, private and public improvements and
 - 2) The color and dimensional characteristics of all building materials
 - 3) All landscaping, loading areas and parking spaces must be provided and maintained as shown on the site plan
- e. Owner shall preserve and maintain all buildings and structures consistent with the Project's Final Site Plan, or to cause any tenant of the Property to do so, for the entire period in which the Owner owns or controls at least 51% ownership of the Property, or controls at least 10% of any entity to which this Agreement has been assigned, sold or otherwise transferred. Any new owner must abide by the terms of this Agreement until the expiration of the Term of this Agreement as provided in paragraph 6 above. In the event of a force majeure or in the

event of a casualty, the then owner has the option but is not obligated to rebuild, provided that the Property is cleared and maintained in accordance with City Code requirements. It is expressly understood by the Owner that the development of a project that is not substantially in accordance with the Final Site Plan shall require new approvals and be derivative of a Moorish design theme in accordance with City Code requirements. In addition, Owner shall maintain the Property in a manner consistent with Section 14-2 of the City Code. The landscaping and common areas of the Property shall be maintained by the Owner, its successors or assigns, or by a property owners' association pursuant to reciprocal easement agreement(s) ("REAs"), and /or a combination thereof. The entity or entities responsible for such maintenance shall be determined by the Owner at its discretion. Owner shall provide the City with contact information of the entities or persons responsible for maintenance of the Property pursuant to this Paragraph. Any new owner must abide by the terms of this agreement until May 2055.

- f. At the request of the City, Owner shall submit an annual report and shall provide additional documentation to the City as required by the Resolution to verify continuing compliance with the Resolution and this Agreement. A copy of the City's form of annual report is attached as Exhibit "B".
- g. The Owner will not physically alter or substitute the design of structures, materials and colors included in the Project's Final Site Plan except as approved by the City in the City's sole discretion. In the event that building materials or colors are no longer available, the burden shall be on the Owner to prove that said materials or colors are in fact unavailable.
- h. Owner agrees that the City may enter onto the Property to confirm compliance with the terms of this Agreement.
- i. Owner agrees to use commercially reasonable efforts to:
 - 1) Cooperate with the City on any City-initiated efforts with area economic development and educational organizations, including the Beacon Council, The Meek Foundation, Miami-Dade County Public Schools, and Miami-Dade College, to expand vocational and technical training programs for residents within the City through December 31, 2026; and
 - 2) Recruit and employ qualified applicants who are City residents through the assistance of the Career Source South Florida office in coordination with the City of Opa-locka, and encourage all contractors retained to develop the Project to do the same, as follows:

- a) Prepare and provide the City with an outreach plan that outlines the Owner's anticipated commercially reasonable efforts to provide construction-related and permanent jobs to Opa-locka residents, prior to the issuance of the first building permit for vertical construction within the Property ("Outreach Plan"). Said Outreach Plan, at a minimum, shall require that local job fair(s) ("local" shall mean within the municipal boundaries of the City of Opa-locka; hereinafter "Local Job Fair") be held as described herein and shall outline job training opportunities within the Project.
 - b) Host or require its general contractor(s) to host a Local Job Fair and provide a list of construction job openings to the City to post on the City's website, prior to the issuance of the first building permit for vertical construction. The general contractor shall advise the City of any local new hires following its Local Job Fair(s).
 - j. All trash and garbage containers shall comply with all city dumpster enclosure requirements.
 - k. The following timelines shall be complied with by Owner, **RAFE INVESTMENTS, INC / JORGE & JULIET DELAFE**, Said entity must work immediately to seek all applicable permits immediately upon approval of this Agreement and shall:
 - 1) Apply for building permits: within 6 months from the execution of the Development Agreement. The City Manager may grant a single 6 month extension for good cause shown.
 - 2) Must start construction: within 18 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.
 - 3) Must complete project: within 24 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.
10. Development Permits. In accordance with Section 163.3227(t), F.S., the City may need to approve the following additional development permits upon proper submission of all requirements, and City review or inspections, in order for the Owner to develop the Project:
- (a) Site plan approvals;
 - (b) Modifications to existing approvals and permits, including the Project Site Plan;
 - (c) Water, sewer, paving and drainage permits
 - (d) Building permits
 - (e) Sign permits
 - (f) Certificates of use and occupancy; and

- (g) Any other official action of the City and/or Miami-Dade County, Florida or other applicable regulatory agencies having the effect of permitting the development of land or providing permits required for the development of Property.
- (h) Any City liens, fees, code violations or unpaid assessments shall be satisfied prior to the execution of this agreement for this Property.
- (i) All currently non-complaint physical structures or vehicles if applicable, shall be removed prior to the execution of this agreement.

11. Public Services and Facilities; Concurrence. In accordance with Section 163.3227(d), F.S., the City and the Owner anticipate that the Property and the Project will be served by those public services and facilities currently in existence as provided by the State of Florida, Miami-Dade County, the City, and/or as contemplated by the Applications. The Property and the Project will also be served by all public facilities provided in the City's Comprehensive Plan, specifically including but not limited to, those public facilities described in the Comprehensive Plan's Capital Improvements Element. For the purposes of concurrency, the City hereby agrees to provide, reserve, and allocate sufficient public facility capacity, including but not limited to water, sanitary sewer, solid waste, drainage, fire and police to serve the development of the Project on the Property for the period of this Agreement. The Owner shall be bound by the City impact fees and assessments in existence as of the Effective Date of this Agreement. Nothing in this paragraph shall relieve the Owner of the requirement to pay impact fees and assessments.

12. Consistency with Comprehensive Plan. In accordance with Section 163.3227(g), FS., the City hereby finds and declares that the Owners development of the Project on the Property complies with the Laws, ordinances, regulations and policies of the City of Opa-Locka, and is consistent with the City's Laws, Comprehensive Plan and Land Development Regulations.

13. Reservation of Development Rights. Except as otherwise provided in the Act for the Entire Term of this Agreement, the City hereby agrees that it shall permit the development of the Project in accordance with the Laws of the City of Opa-Locka, including the City's Comprehensive Plan and Land Development Regulations, as of the Effective Date of this Agreement, subject to the conditions of this Agreement. Except as otherwise provided in the Act, the City's Laws and policies governing the development of the Property as of the Effective Date of this Agree Tent shall govern the development of the Property for the entire term of this Agreement unless terminated. Development of the Property as outlined herein shall not be subject to any future changes to the Laws of the City, including the City's Land Development Regulations and Comprehensive Plan designation after the Effective Date and during the Entire Term of this Agreement, except to the extent that Owner's consent to such changes and except as otherwise provided in the Act.

The City may apply subsequently adopted laws or policies to the Property only as permitted or required by the Act or as provided above or upon this Agreement being terminated or having expired.

14. Zoning and Other Approvals. The parties hereto recognize and agree that certain provisions of this Agreement require the City and its boards, departments, or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement shall be construed to prohibit the City from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Property.

15. Necessity of Complying, with Local Regulations Relative to Development Permits.

- a) In accordance with Section 163.3227(i), F.S., this Agreement is not and shall not be construed as a development permit or authorization to commence development. The Owner and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve Owner of the necessity of complying with any and all regulations governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Owner to develop the Property in a manner that is inconsistent with the Laws of the City of Opa-Locka in existence as of the Effective Date.
- b) In the event that the City asserts that the terms of this Agreement are not being complied with, then, in addition to any other remedies available to the City, the City may stay the effectiveness of this Agreement as to the portion of the Property associated with the alleged non-compliance; The City may also apply remedies listed in Senate Bill 102 as applicable. However, before staying the effectiveness of this Agreement as to the Property or a tract or portion thereof, and before withholding permits, inspections, or approvals throughout or upon the entire Property based on a failure to comply with this Agreement, the City shall send written notice containing the nature of the purported violation and provide a reasonable time-frame within which the Owner may correct the violation. These requirements for notice and an opportunity to cure shall not apply and shall not be construed to limit: (i) the City's ability to take any action to prevent or ameliorate any immediate danger to the public health, safety, or welfare; or (ii) the City's or the County's authority and available remedies to enforce violations of the Code or of other applicable regulations.

- c) In the event that the City asserts that the terms of this Agreement are not being complied with, then, in addition to any other remedies available to the City, the City may stay the effectiveness of this Agreement as to the portion of the Property associated with the alleged non-compliance. However, before staying the effectiveness of this Agreement as to the Property or a tract or portion thereof, and before withholding permits, inspections, or approvals throughout or upon the entire Property based on a failure to comply with this Agreement, the City shall send written notice containing the nature of the purported violation and provide a reasonable time-frame within which the Owner may correct the violation. These requirements for notice and an opportunity to cure shall not apply and shall not be construed to limit: (i) the City's ability to take any action to prevent or ameliorate any immediate danger to the public health, safety, or welfare; or (ii) the City's or the County's authority and available remedies to enforce violations of the Code or of other applicable regulations.

16. Good Faith; Further Assurances. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. In that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement, provided that the foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial capacity.

17. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by a recognized courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

If to the City at: City Manager
 City of Opa Locka
 780 Fisherman Street
 Opa Locka, Florida 33054

With a copy to: Law Offices of Burnadette Norris-Weeks, P.A.
 City Attorney
 City of Opa-locka
 780 Fisherman Street
 Opa-locka, Florida 33054
 And
 401 North Avenue of the Arts
 Ft. Lauderdale, FL 33311

If to the Developer at: **RAFE INVESTMENTS, INC / JORGE & JULIET DELAFE (Legal Address)**

And

With a copy to: Legal Council
Rubin E. Dorta, Esq.
6011 West 16th Avenue,
Hialeah, FL 33012

18. Governing Laws, Construction and Litigation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owners/Owners and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

Pursuant to Section 163.3241, F.S., if state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, such Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

19. Severability. In the event that any term or provision of this Agreement is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

20. Entire Agreement. This Agreement sets forth the entire Agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Owner and the City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement and this Agreement may not be amended or modified except by written instrument signed by both parties hereto and in accordance with Section 163.3225, F.S.

21. Indemnification. The Owners shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and assigns from and against any claims or litigation arising from this Agreement instituted by third parties.

22. Periodic Review of Agreement. Pursuant to Section 163.3235, F.S., the City shall review the Property subject to this Agreement at least once every 12 months to determine if there has been demonstrated, good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the City, subject to the notice and cure provision contained in paragraph 15(b), above

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY:

CITY OF OPA-LOCKA FLORIDA

ATTEST: _____
City Clerk

By: _____
City Manager

Dated: _____ day of _____, 2025.

Approved for form and legal sufficiency:

City Attorney: _____

**RAFE INVESTMENTS, INC / JORGE &
JULIET DELAFE,,** a Florida limited
liability company

WITNESS:

Signature

By: _____
Owner/Agent
Title: Manager

Print Name

Signature

Print Name

STATE OF FLORIDA)
:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, on this _____ day of _____, 2025 by XXXXXX XXXXX as Manager of **RAFE INVESTMENTS, INC / JORGE & JULIET DELAFE**., a Florida limited liability company. He is:

____ personally known to me, or
____ produced identification. Type of identification produced _____.

Notary Public, State of Florida at Large

Print Name

My Commission Expires:

EXHIBIT A

Legal Description

**Lots 25 and 26, Block 13, of MAGNOLIA SUBDIVISION, according to the plat thereof as recorded in Plat Book 40, at Page 80, of the Public Records of Miami Dade County, Florida.
Or 13228-2816 0287 1 (6,250 square feet) - 50 X 125**

**Lots 27 and 28, Block 13, of MAGNOLIA SUBDIVISION, according to the plat thereof as recorded in Plat Book 40, at Page 80, of the Public Records of Miami Dade County, Florida.
Or 12711-3453 1185 1 (6,875 square feet) - 55 X 125**

EXHIBIT B

CITY'S ANNUAL REPORT FORM

City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida 33054

**CITY OF OPA-LOCKA
ANNUAL REPORT FORM**

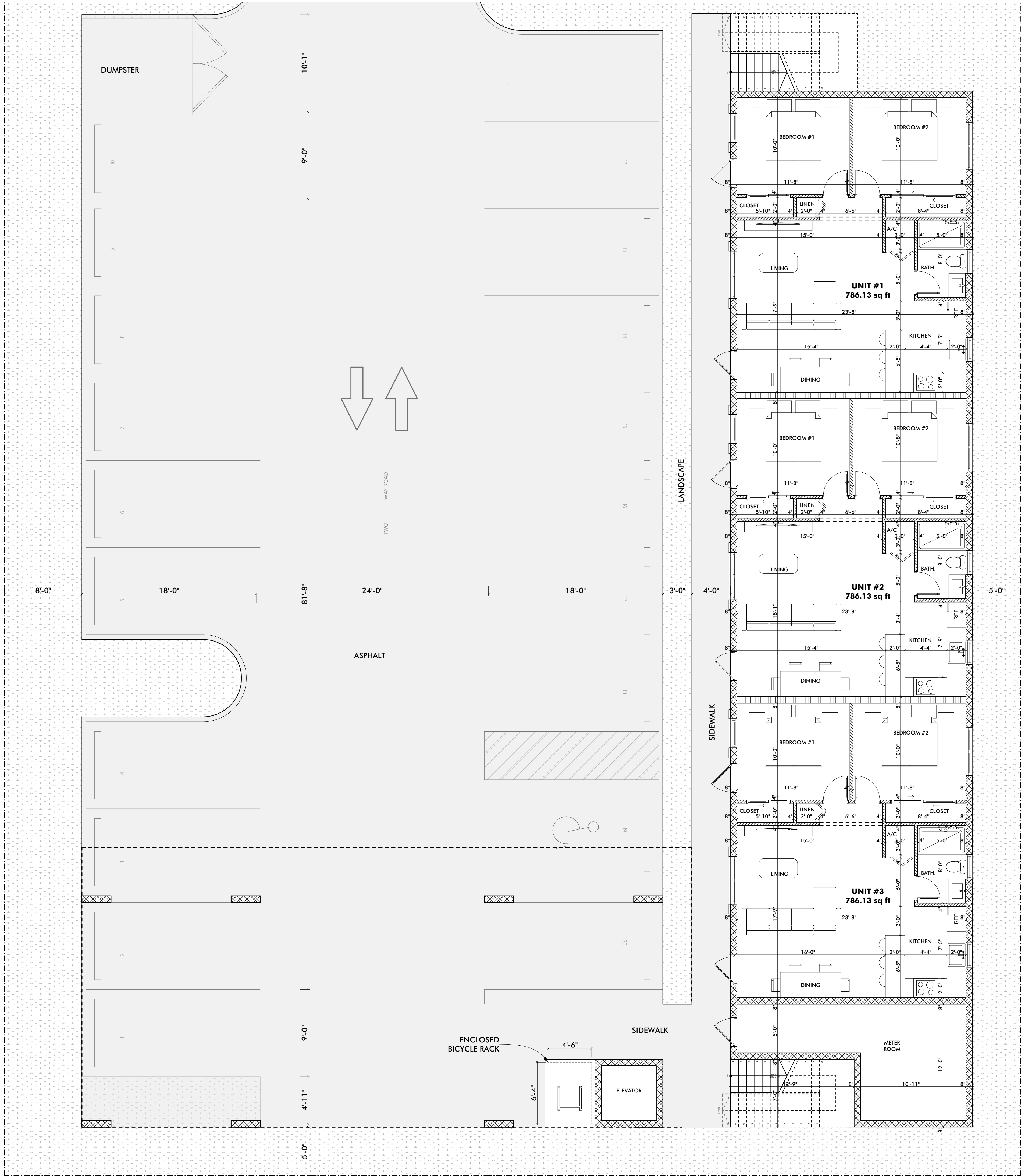
Reporting Period: _____ to _____
Month/Day/Year Month/Day/Year

Name and Title of Individual Completing Report: _____

Address : _____
Street Location

City, State, Zip

1. Describe any changes made to the proposed plan of development, during the Reporting Period, as approved by the City of Opa-Locka City Commission ("City") pursuant to Resolution No. _____, passed and adopted on _____, 2025.
2. Describe any changes, if any, to the Development Agreement between the City of Opa-Locka, Florida, and **(RAFE INVESTMENTS, INC / JORGE & JULIET DELAFE,,)**, as approved by the City of Opa-Locka City Commission pursuant to Resolution No. _____, passed and adopted on _____, 2025 (the "Development Agreement").
3. Provide a list of development permits for vertical construction issued by the City during the Reporting Period.
4. Provide a list of certificates of occupancy within the project that have been issued by the City during the Reporting Period.
5. Describe compliance with Paragraph 9 (Development Conditions (a)-(k)) of the Development Agreement during the Reporting Period.
6. Provide a statement confirming that all persons have been sent copies of the annual report in conformance with Section 17 of the Development Agreement.



First Floor

SCALE: 3/16" = 1'-0"

RAFE INVESTMENT INC
PRESIDENT **JORGE DELAFE**
17101 SW 62ND STREET, SOUTH WEST RANCHES.
FL 33331

ZONING:
6800 COMMENRCIAL PROFESIONAL OFFICE

PROJECT NO: 98

DATE: 1/2024

DRAWN BY: B.J.

CHECKED: R.R.

DRAWING NO.
A-1

1804 ALI BABA
APATRMENTS

1816 Ali Baba Ave
Opa Locka, FL. 33054
LOT-25,26,27 &28 / BLOCK-12

MR ENGINEERING CONSULTANTS INC

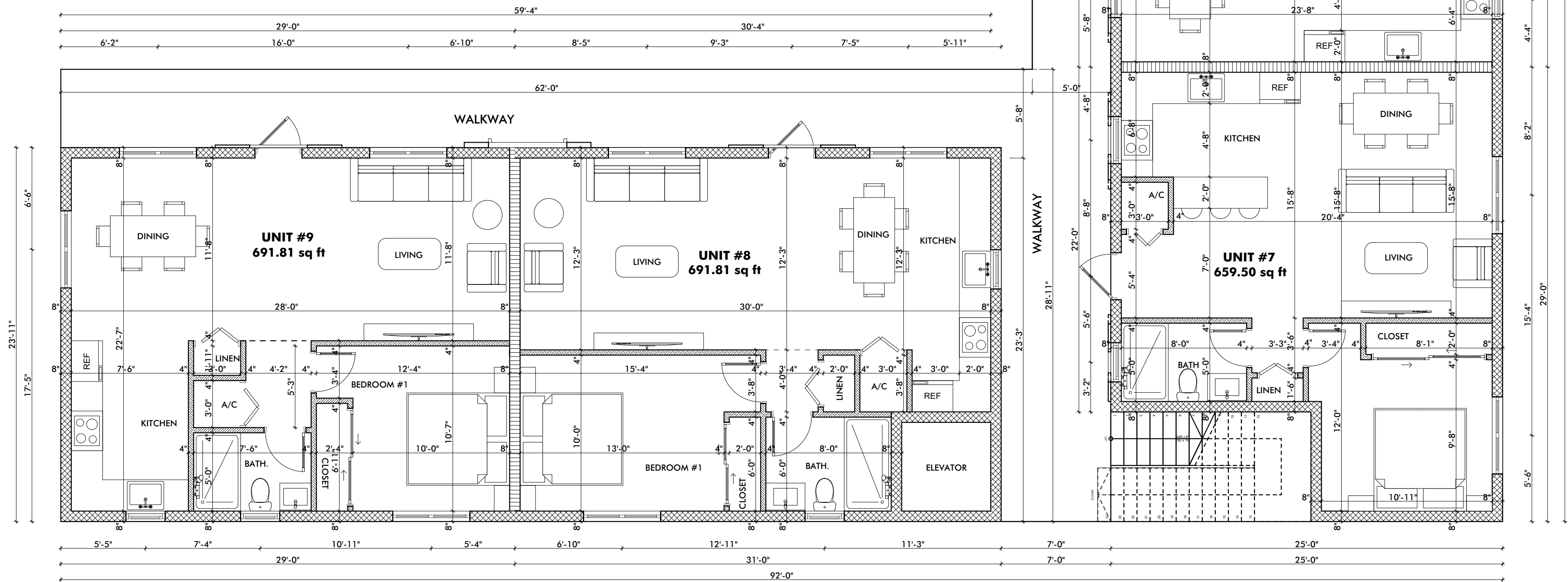
STRUCTURAL, CIVIL, GEOTECHNICAL, ENVIRONMENTAL ENGINEERS
C A 9 8 2 4
10031 PINES BLVD SUITE 237, PEMBROKE PINES, FLORIDA 33024
P (954) 364-8355 F (954) 432-9266

REVISIONS:

NO.	DATE	DESCRIPTION
1	3/16/23	REVISION TO PERMIT
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CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS DESIGNS
ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM,
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PERMISSION OF IMEC. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE
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TO THE OFFICE FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION ON ITEMS SO
NOTED.

RAHI MUDDIN RAHIMI PE
LICENCE NUMBER
5 1 4 8 4
PROFESSIONAL ENGINEERING
SEAL, SIGN AND DATE



Second Floor
SCALE: 3/16" = 1'-0"

PROJECT NO: 98
DATE: 1/2024
DRAWN BY: B.J.
CHECKED: R.R.

RAFE INVESMENT INC
PRESIDENT **JORGE DELAFE**
17101 SW 62ND STREET, SOUTH WEST RANCHES.
FL 33331

ZONING:
6800 COMMENRCIAL PROFESIONAL OFFICE

DRAWING NO.
A-2

1804 ALI BABA
APARTMENTS

1816 Ali Baba Ave
Opa Locka, FL. 33054
LOT-25,26,27 &28 / BLOCK-12

MR ENGINEERING CONSULTANTS INC

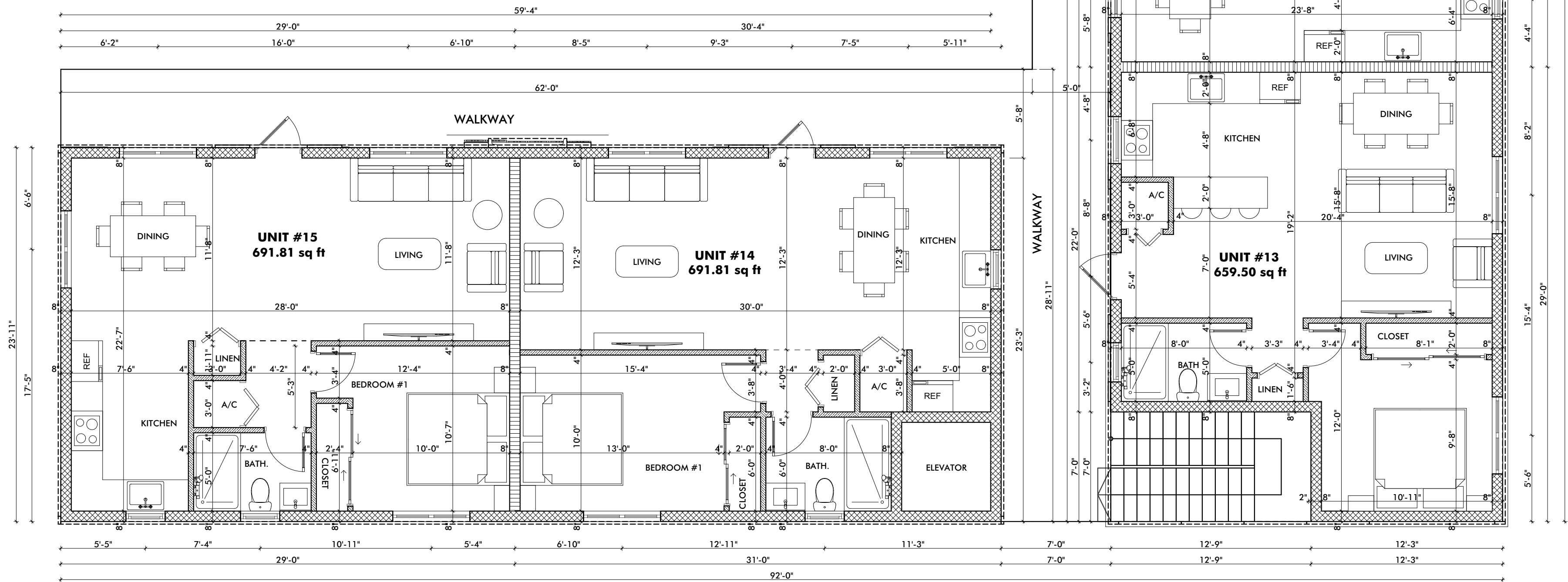
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NOTED

RAHI MUDDIN RAHIMI PE
LICENCE NUMBER
5 1 4 8 4

PROFESSIONAL ENGINEERING
SEAL SIGN AND DATE



Third Floor
SCALE: 3/16" = 1'-0"

RAFE INVESMENT INC
PRESIDENT **JORGE DELAFE**
17101 SW 62ND STREET, SOUTH WEST RANCHES.
FL 33331

ZONING:
6800 COMMENRCIAL PROFESIONAL OFFICE

PROJECT NO: 98
DATE: 1/2024
DRAWN BY: B.J.
CHECKED: R.R.

DRAWING NO.
A-3

1804 ALI BABA
APATRMENTS

1816 Ali Baba Ave
Opa Locka, FL. 33054
LOT:25,26,27 &28 / BLOCK-12

MR ENGINEERING CONSULTANTS INC

STRUCTURAL, CIVIL, GEOTECHNICAL, ENVIRONMENTAL ENGINEERS
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10031 PINES BLVD SUITE 237, PEMBROKE PINES, FLORIDA 33024
P(954)364-8355 F(954)432-9266

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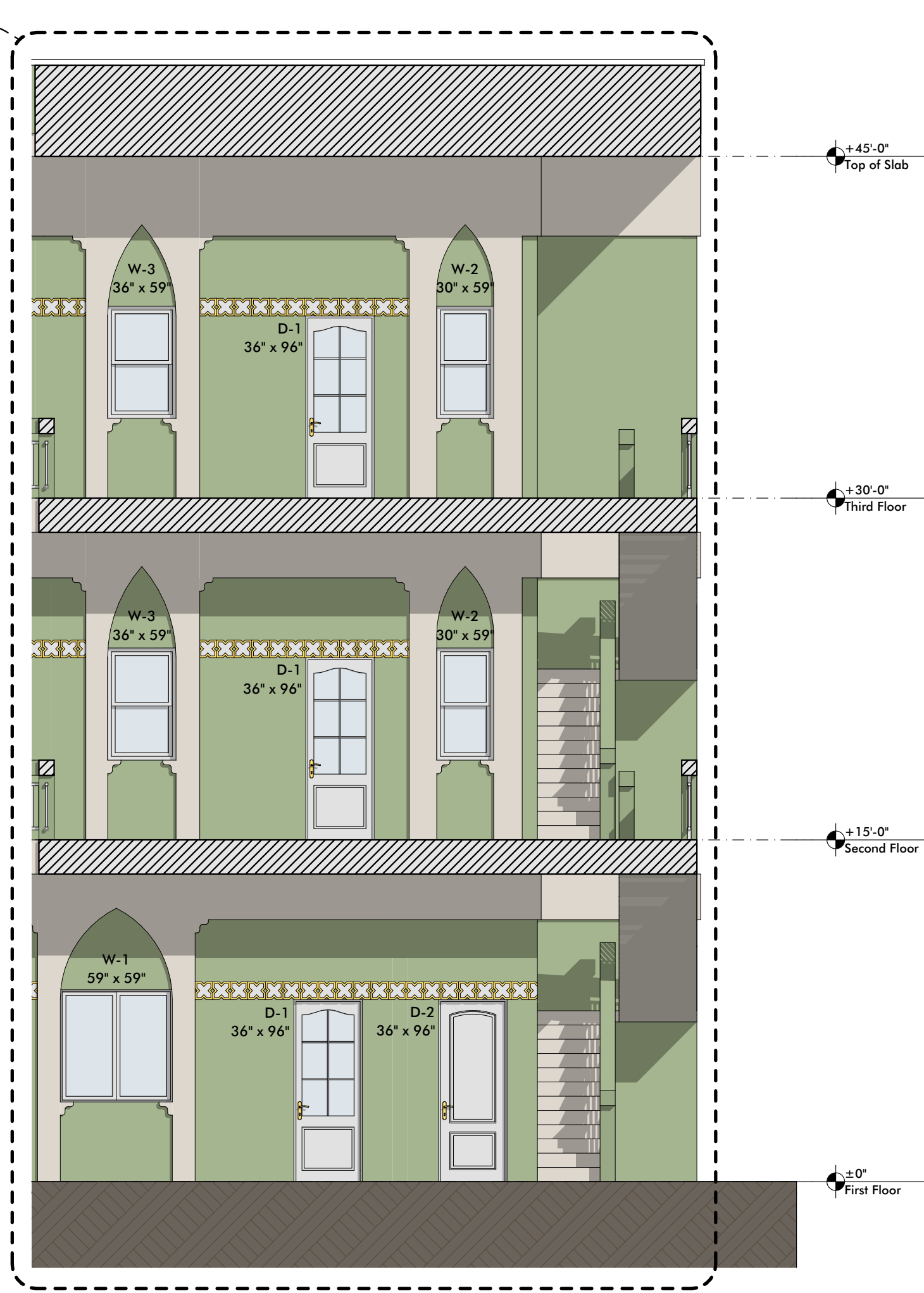
RAHI MUDDIN RAHIMI PE
LICENCE NUMBER
5 1 4 8 4

PROFESSIONAL ENGINEERING
SEAL SIGN AND DATE



West Elevation

SCALE: 3/16" = 1'-0"



Partial West Elevation

SCALE: 3/16" = 1'-0"



North Elevation

SCALE: 3/16" = 1'-0"

RAFE INVESTMENT INC
PRESIDENT **JORGE DELAFE**
17101 SW 62ND STREET, SOUTH WEST RANCHES.
FL 33331

ZONING:
6800 COMMERCIAL PROFESIONAL OFFICE

RAHIUDDIN RAHIMI PE
LICENCE NUMBER
5 1 4 8 4
PROFESSIONAL ENGINEERING
SEAL SIGN AND DATE

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REVISIONS:

NO. DATE DESCRIPTION

MR ENGINEERING CONSULTANTS INC

STRUCTURAL, CIVIL, GEOTECHNICAL, ENVIRONMENTAL ENGINEERS
C A 9 8 2 4
10031 PINES BLVD SUITE 237, PEMBROKE PINES, FLORIDA 33024
P (954) 364-8355 F (954) 432-9266

1804 ALI BABA
APARTMENTS

1816 Ali Baba Ave
Opa Locka, FL 33054
LOT-25,26,27 &28 / BLOCK-12

PROJECT NO: 98

DATE: 1/20/24

DRAWN BY: B.J.

CHECKED: R.R.

DRAWING NO.

A-4

Hello Neighbor

REF: 1804/1816 ALIBABA AVE OPALOCKA FL

Dear sir or Madam. This letter is to inform you that we are planning to build a Mixed unit apartment building at the above mentioned property. It will consist of 3 commercial Mixed units and 12 one bedroom and one bath apartments. I have included a site plan of what is proposed. We greatly appreciate your support for this development, we feel that this development will help fuel the area and help keep property values up. We have enclosed a copy of a form from the city of Opa Locka for you to sign with your support. If you have any questions regarding the proposed development, I'm ready available to either speak with you by phone or meet you at your leisure. Please sign the form and send it back in the provided self-stamped envelope.

Thanking you in advance

Jorge De La Fe

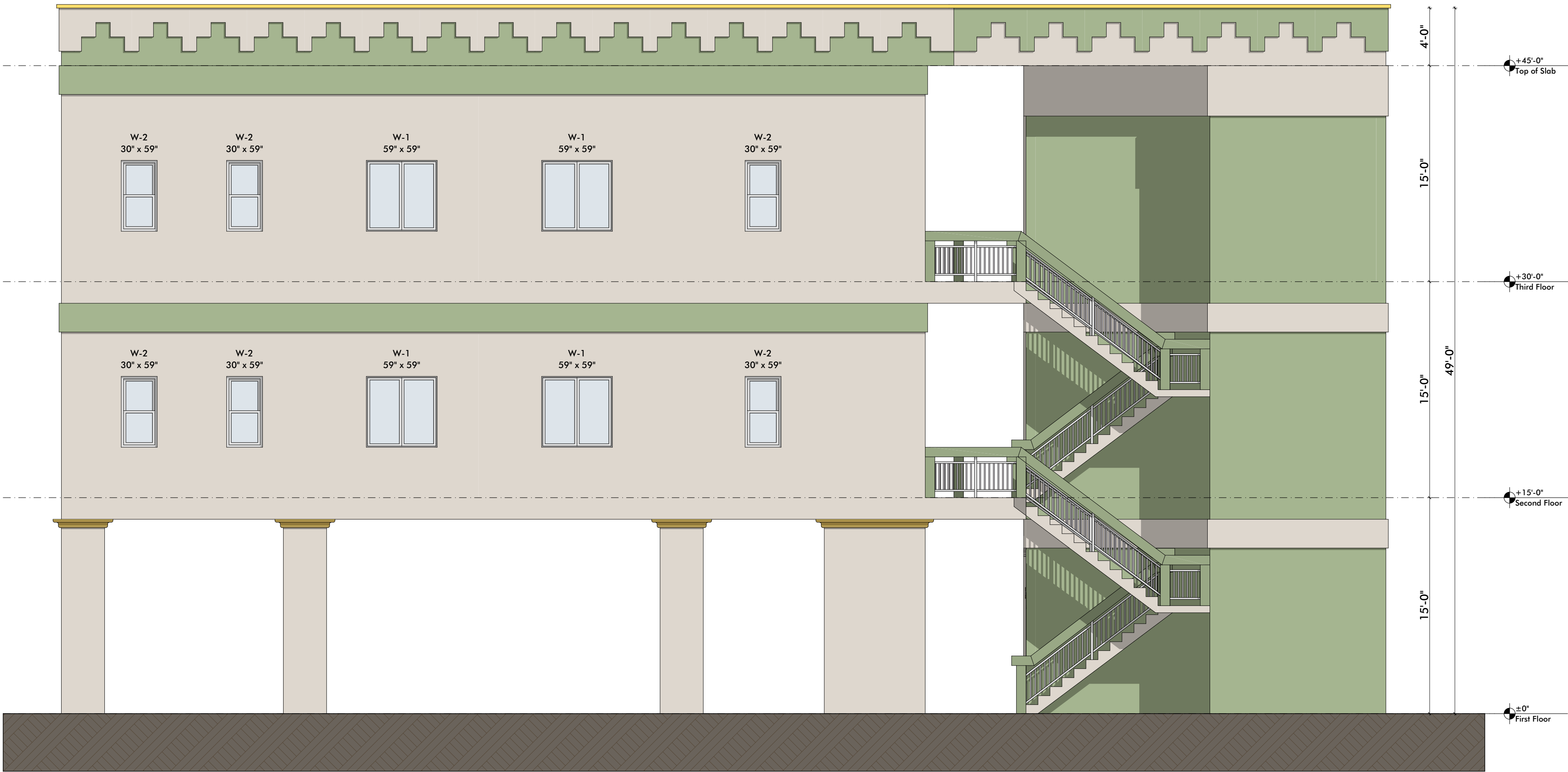
305-905-6913

delafej@bellsouth.net



West Elevation

SCALE: 3/16" = 1'-0"



West Elevation

SCALE: 3/16" = 1'-0"

RAFE INVESMENT INC
PRESIDENT **JORGE DELAFE**
17101 SW 62ND STREET, SOUTH WEST RANCHES.
FL 33331

ZONING:
6800 COMMERCIAL PROFESIONAL OFFICE

PROJECT NO: 98

DATE: 1/20/24

DRAWN BY: B.J.

CHECKED: R.R.

DRAWING NO.

A-5

1804 ALI BABA
APATRMENTS

1816 Ali Baba Ave
Opa Locka, FL. 33054
LOT-25,26,27 &28 / BLOCK-12

MR ENGINEERING CONSULTANTS INC

STRUCTURAL, CIVIL, GEOTECHNICAL, ENVIRONMENTAL ENGINEERS
C A 9 8 2 4
10031 PINES BLVD SUITE 237, PEMBROKE PINES, FLORIDA 33024
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REVISIONS:

NO. DATE DESCRIPTION

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PERMISSION OF MEC. ANY SUCH DISCLOSURE OR USE SHALL BE AT THE USER'S
SOLE RISK AND WITHOUT LIABILITY TO MEC. THE USER SHALL BE RESPONSIBLE FOR
REPRODUCING, ADAPTING, AND/OR MODIFYING THE DRAWINGS AND THIS OFFICE
MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS
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NOTED

RAHI MUDDIN RAHIMI PE
LICENCE NUMBER
5 1 4 8 4
PROFESSIONAL ENGINEERING
SEAL, SIGN AND DATE



2nd DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
May 6, 2025, 5:30 P.M.

CALL TO ORDER

Planning and Community Development Director Gregory Gay called the Planning and Zoning Board meeting to order at 5:42 p.m. on May 6, 2025.

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

1. ROLL CALL

The following members of the Planning and Zoning Board were present: Board Member Germaine Barnes, Board Member Audrey Dominguez, Board Member Dawn Mangham, Board Member Aldo Mata, Board Member Claudienne Hibbert Smith, and Board Member Nikisha Williams.

Absent Board Members: Chair Elio Guerrero

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

It was determined that Board Member Germaine Barnes would serve as Acting Chair (A/Chair) in the absence of the Board's Chair.

2. INVOCATION

Invocation was given.

3. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES

• **PZAB Minutes – November 19, 2024**

Motion made by Board Member Dominguez, seconded by Board Member Mangham, to approve the minutes from the November 19, 2024 meeting. In a roll call vote, the **motion** passed 5-0. (A/Chair Germain Barnes abstained from voting)

5. PUBLIC HEARING:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL / DENIAL OF THE RAFE INVESTMENTS, INC SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION OF FIFTEEN RESIDENTIAL UNITS, THREE LIVE-WORK UNITS AND TWELVE RESIDENTIAL UNITS ON THE VACANT PARCEL SITE ON ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122-003-2390; 08- 2122-003-2400 IN THE B-O ZONING DISTRICT AND WITHIN THE MAGNOLIA NORTH MIXED-USE OVERLAY DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

A/Chair Germain Barnes read the Resolution into the record.

Jorge de la Fe, President, Rafe Investments, outlined the project plan, highlighting the inclusion of 15 units (12 for low-income senior citizens, 3 as live-work units), accessibility features, and design elements to accommodate senior living. Features included wheelchair-accessible showers, automatic lighting, and safe design elements. Parking and security measures were also discussed.

Board Member Hibbert Smith raised a concern about ongoing maintenance and security for the units. Mr. de la Fe explained the maintenance plan, detailing regular upkeep and security measures, including surveillance cameras and staff presence.

Zoning Official Gerald Lee presented an overview of the Rafe Investments site plan, highlighting the inclusion of 15 residential units, including 3 live-work units designed for an elderly population. He noted that the project complies with zoning regulations, emphasizing the innovative use of live-work spaces on a small parcel. Mr. Lee expressed support for the project, stating it would enhance the area by providing residential and business opportunities.

A/Chair Germain Barnes inquired whether the live-work units, which are on the ground floor and have the largest square footage, would have designated office spaces. Mr. de la Fe responded that the front bedroom of those units would serve as office space, as it has a separate entrance, allowing for small business operations like a hairdresser.

Opa-locka Zoning Official Gerald Lee added that the concept of live work is inherent to the development's approval, aligning with the district's requirements.

A/Chair Germain Barnes opened the floor for questions from the public. There were none.

Motion made by Board Member Dominquez to approve the Resolution. Board Member Williams **seconded** the **motion**. In a roll call vote, the **motion** passed unanimously (6-0).

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL / DENIAL OF THE RAFE INVESTMENTS, INC DEVELOPMENT AGREEMENT REVIEW REQUEST FOR THE CONSTRUCTION OF FIFTEEN RESIDENTIAL UNITS, THREE LIVEWORK UNITS AND TWELVE RESIDENTIAL UNITS ON THE VACANT PARCEL SITE ON ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122- 003-2390; 08-2122-003-2400 IN THE B-O ZONING DISTRICT AND WITHIN THE MAGNOLIA NORTH MIXED-USE OVERLAY DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A/Chair Germain Barnes read the Resolution into the record.

Zoning Official Lee summarized the development agreement, noting requirements for economic empowerment, local hiring, and timeline adherence. The project is consistent with zoning regulations and community needs. Director Gay added that while larger projects often include specific provisions for hiring local residents, this smaller-scale project does not include such requirements due to its limited size.

Board Member Williams pointed out that the agreement recommends collaborating with organizations such as the Beacon Council, The Miami Foundation, Miami-Dade County Public Schools, Miami Dade College, and CareerSource South Florida. She questioned how the city facilitates these connections, noting that CareerSource South Florida no longer has a location in Opa-locka.

Director Gay clarified that the development agreement is a boilerplate document used for all agreements, and the language referencing these organizations is typically geared towards larger projects, often with more than 50 units. Given the smaller scale of this project (15 units), the requirement to work with these entities is not strictly applicable.

Board Member Williams recommended that despite the project's size, the developer should still make efforts to hire locally.

Director Gay responded that while the city cannot mandate hosting job fairs for this project, it can encourage the developer to take proactive steps in hiring Opa-locka residents. Director Gay acknowledged the recommendation and agreed to take it into consideration.

City Attorney Booker recommended that the applicant address the board's concerns directly, particularly regarding local hiring commitments. City Attorney Booker suggested that the applicant state on the record whether they would work with the specified agencies to hire local residents.

Mr. de la Fe expressed his willingness to work with local agencies to hire residents. He acknowledged that while the primary builder usually brings their own crew, he would request that the contractor make efforts to hire locally.

A/Chair Germain Barnes opened the floor for questions from the public. There were none.

Motion made by Board Member Dominquez, seconded by Board Member Mangham, to approve the Resolution. In a roll call vote, the **motion** passed unanimously (6-0).

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL / DENIAL OF THE SPECIAL EXCEPTION SITE PLAN REVIEW REQUEST TO MODIFY THE SITE TO OPERATE A KINDERGARTEN LOCATED APPROXIMATELY ON THIS SEVEN PARCEL SITE AT 1238 ALI BABA AVENUE, 1244 ALI BABA AVENUE, AND 1290 ALI BABA AVENUE AND IDENTIFIED BY FOLIO 08-2121-002-1840, 08- 2121-002-1850; 08-2121-002-1860; 08-2121-002-1870; 08-2121-002-1880; 08- 2121-002-1890; AND 08-2121-002-1900 IN THE HISTORIC DOWNTOWN OPALOCKA DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A/Chair Germain Barnes read the Resolution into the record.

Al Cruz, former Miami-Dade Fire Chief, reviewed the proposed educational daycare at the site to meet community needs. The facility would accommodate 139 children across two structures, each with four to five classrooms, fully equipped with fire safety measures as required by state and city codes.

Zoning Official Lee clarified that the proposal is classified as a kindergarten rather than a daycare, as it includes a stronger educational component. He referenced Ordinance 1016, which governs school locations, and noted that the property falls within the Historic Downtown Opa-locka District.

He explained that the project involves retrofitting existing buildings rather than new construction, including the addition of a large playground that exceeds minimum size requirements. The main building previously operated as a church, while the secondary building was used as an NA & AA facility.

In response to board questions, Mr. Lee confirmed that both structures would be used for the school and clarified that while the playground layout could be more optimized, the current configuration meets the required standards. He noted that there was no discussion about reducing parking to expand the playground area, as the proposed layout meets code requirements and improves the site's use compared to its previous function as a church and thrift store.

Felipe Santos, Applicant, explained that the daycare operates several schools in Miami-Dade and Broward County, primarily serving low-income communities. He emphasized that their educational partnerships, including with the Early Learning Coalition and United Way, require strict adherence to safety standards, particularly separating age groups during play. The playground design reflects these requirements, ensuring safe and adequate space for each age group, which justifies the layout despite its unconventional shape.

A/Chair Germain Barnes expressed concern that the current layout of the playground, which is a narrow strip approximately 17 feet wide, may not provide enough space for young children to move freely. He noted that while the parking requirements are met, it might be worth considering reducing some parking spaces to create a more conducive play area.

Zoning Official Lee presented the special exception review for the proposed kindergarten and daycare. The project involves retrofitting existing buildings on seven unified parcels, adding an expanded playground, and maintaining compliance with school development and historic district ordinances. He stated that the project aligns with the city's comprehensive plan, supports mixed-use zoning, and includes traffic mitigation strategies. No new construction will occur, and safety and environmental standards will be met. Staff recommended approval, viewing the project as an improvement to the underutilized site.

Board Member Dominguez expressed concern about potential traffic issues, noting that nearby Opa-locka Elementary already experiences long pickup lines. Dominguez emphasized that managing drop-off and pickup for 139 children might create congestion.

The applicant acknowledged the concern and explained that the plan includes staggered pickup and drop-off times for each of the nine classrooms to minimize traffic. He noted that security guards would direct parents to designated parking spots, ensuring an organized process. Additionally, a teacher greeter would assist children from vehicles to the building, further facilitating smooth traffic flow.

Board Member Williams expressed concerns about traffic flow, noting the proximity of another school. Williams asked whether the school zone would extend to the proposed daycare. The applicant clarified that the daycare's hours would differ from the nearby elementary school, reducing overlap. They explained that daycare drop-off times are more flexible, with windows ranging from 7 AM to 10 AM, unlike the strict 15–20-minute drop-off period typical of elementary schools. This flexibility, along with staggered pickup and drop-off schedules, security personnel, and a greeter, would help minimize traffic congestion.

A/Chair Germain Barnes opened the floor for questions from the public.

Sarah Allen, a third-grade teacher at Dr. Robert B. Ingram Elementary, expressed concerns about the proposed daycare and kindergarten. She questioned how the project would impact Dr. Robert B. Ingram Elementary, given the overlap with kindergarten and VPK programs. Ms. Allen asked whether funds would be diverted from the public school and whether students would come from the local community. She also raised safety concerns about the proximity to the railroad tracks and potential noise disruption, as well as traffic issues related to safely removing children from car seats. Ms. Allen worried that decreased enrollment could lead to job losses for teachers.

The applicant responded that the daycare would complement rather than compete with the elementary school by offering additional services like summer camps and after-school programs. They stated that funding would not be diverted, as the daycare would be funded through separate non-profit and governmental sources. The applicant emphasized that the target population would be local children under age five and addressed noise concerns by stating the facility would have acoustic panels to minimize train noise. Traffic flow would be managed through staggered drop-off times and designated greeters.

Dr. Cynthia Clay, Principal of Dr. Robert B. Ingram Elementary, expressed doubts about the daycare's impact, noting the school already offers summer and after-school programs. She was concerned that the new facility could draw students away, negatively affecting enrollment and staffing.

Sherelean Bass, a long-time educator at Dr. Robert B. Ingram Elementary, shared similar concerns, emphasizing that the new facility could destabilize the community school. She noted the area already faces traffic congestion, and additional drop-offs could worsen the problem.

Board Member Dominguez raised concerns about traffic and the potential overlap between the new daycare and the existing elementary school. Board Member Williams inquired about the school zone's extension and how the new facility's flexible drop-off schedule might help with traffic flow.

The applicant acknowledged the educators' concerns about stability for Dr. Robert B. Ingram Elementary and expressed support for school choice. He emphasized that parents should have options, including his facility's athletic and enrichment programs, which may differ from those offered at the elementary school. He stressed that offering diverse choices would benefit the community and stated his belief in a free market approach, allowing families to choose what works best for them.

Board Member Williams asked if the applicant would consider excluding VPK and kindergarten to avoid overlapping with the public school. The applicant stated that not offering VPK and kindergarten would not be financially viable, as both are essential to

sustain the facility and pay competitive wages. The applicant explained that VPK is universal and funded differently from public schools.

Board Member Williams expressed concern that the public funding for students would be redirected to the private facility, potentially impacting enrollment at Dr. Robert B. Ingram Elementary, which could lead to reduced funding and staffing. The applicant acknowledged the concern and reiterated that offering diverse educational options benefits the community.

Concerns were also raised about the train noise disrupting students, highlighting the difference between industrial uses and educational environments. The applicant noted that noise mitigation measures would be implemented but could not guarantee complete soundproofing.

City Attorney Booker advised the board that if they intend to deny the special exception use at this location, they must refer to the statutory requirements and the city's code. She reminded the board to review the criteria outlined in the city's code before making a denial motion, as they must clearly state the basis and reasons for the decision. City Attorney Booker noted that if the motion is to approve, the criteria review is not necessary but wanted to ensure proper procedural adherence if a denial is considered.

Motion made by Board Member Williams, seconded by Board Member Hibbert Smith, to **deny** the Resolution based on special exception review criteria #4, #6 and #8. In a roll call vote, the **motion** to deny passed unanimously (6-0).

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL / DENIAL OF THE DEVELOPMENT AGREEMENT REVIEW REQUEST TO MODIFY THE SITE TO OPERATE A KINDERGARTEN LOCATED APPROXIMATELY ON THIS SEVEN PARCEL SITE AT 1238 ALI BABA AVENUE, 1244 ALI BABA AVENUE, AND 1290 ALI BABA AVENUE AND IDENTIFIED BY FOLIO 08-2121-002-1840, 08-2121-002- 1850; 08-2121-002-1860; 08-2121-002-1870; 08-2121-002-1880; 08-2121-002- 1890; AND 08-2121-002-1900 IN THE HISTORIC DOWNTOWN OPA-LOCKAA DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A/Chair Germain Barnes did not read the Resolution into the record.

A/Chair Germain Barnes stated that both the client and the department had presented, and no further presentations were necessary unless there were additional points related to the developer's agreement. He clarified that the board could suggest adding items from the special exception review to the developer's agreement, but noted that while some provisions could be included, not all would be enforceable—some would only be encouraged.

A/Chair Germain Barnes opened the floor for questions from the public.

Motion made by Board Member Hibbert Smith, seconded by Board Member Williams, to deny the Resolution. In a roll call vote, the **motion** to deny passed unanimously (6-0).

6. ADJOURNMENT

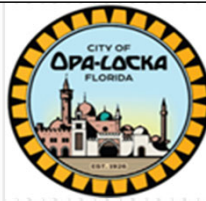
The meeting was adjourned at 7:22 p.m.

CITY OF OPA-LOCKA PLANNING & ZONING BOARD MEETING: MAY 6, 2025



COMMUNITY DEVELOPMENT DEPARTMENT

PREPARED BY: GERALD LEE



PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

Agenda

RAFE INVESTMENTS, INC

- ☐ **ITEM No. 1 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL / DENIAL OF THE RAFE INVESTMENTS, INC SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION OF FIFTEEN RESIDENTIAL UNITS, THREE LIVE-WORK UNITS AND TWELVE RESIDENTIAL UNITS ON THE VACANT PARCEL SITE ON ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122-003-2390; 08-2122-003-2400 IN THE B-O ZONING DISTRICT AND WITHIN THE MAGNOLIA NORTH MIXED-USE OVERLAY DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**



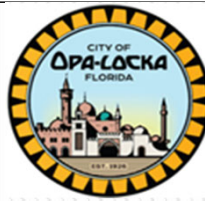
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC

Site Plan Review

- The subject property is currently owned by RAFE INVESTMENTS, Inc., and the total site area is 13,125 sq ft. according to Miami Dade County Property Appraiser's website.
- The property is zoned B-O and is within the Magnolia North Mixed Use Overlay District.
- The site plan complies with the current development standards for setbacks and building height.



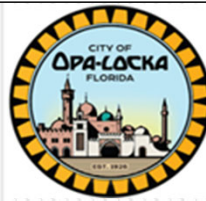
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC

Site Plan Review

- Site plan provides 20 off-street parking spaces and trees and shrubs in accordance with the City LDR.
- The review and approval of this site plan request would allow the construction of a three-story residential building with 3 residential live-work units and 12 regular residential units on this two vacant parcel site at 1804 & 1816 Ali Baba Avenue.

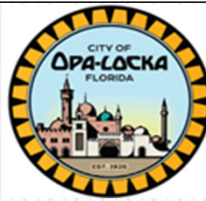


PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC

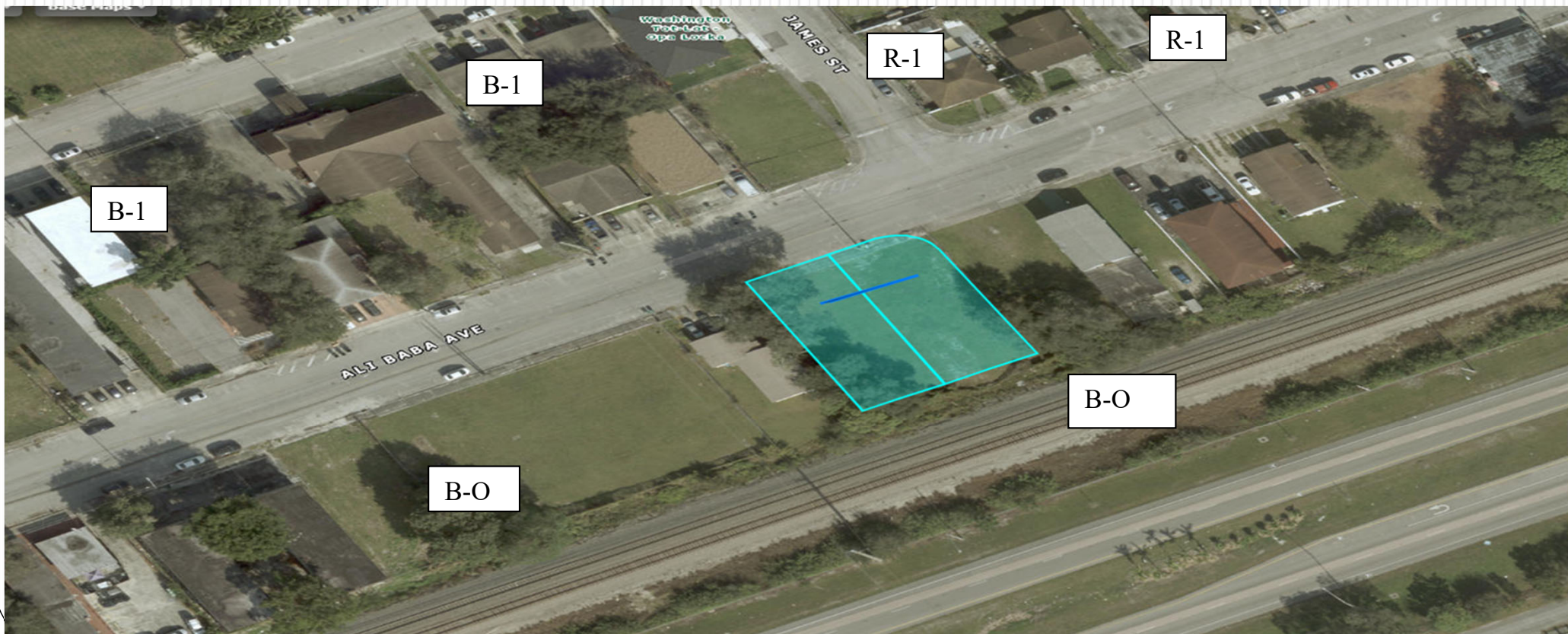




PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC



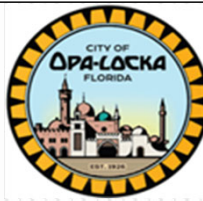


PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC



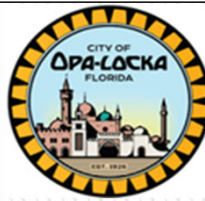


PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC



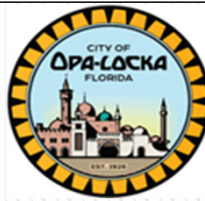


PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC

Staff recommends approval of this Site Plan pending any conditions that may be imposed by the Planning & Zoning Appeals Board.



PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

Agenda

RAFE INVESTMENTS, INC



ITEM No. 2

- **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL / DENIAL OF THE RAFE INVESTMENTS, INC DEVELOPMENT AGREEMENT REVIEW REQUEST FOR THE CONSTRUCTION OF FIFTEEN RESIDENTIAL UNITS, THREE LIVE-WORK UNITS AND TWELVE RESIDENTIAL UNITS ON THE VACANT PARCEL SITE ON ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2122-003-2390; 08-2122-003-2400 IN THE B-O ZONING DISTRICT AND WITHIN THE MAGNOLIA NORTH MIXED-USE OVERLAY DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**



PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
780 FISHERMAN STREET, FOURTH FLOOR
OPA-LOCKA, FL 33054

PLANNING & ZONING BOARD MEETING

RAFE INVESTMENTS, INC

Staff recommend approval of the Development Agreement pending any conditions that may be imposed by the Planning & Zoning Appeals Board.

OWNERS NAME	ADDRESS	FOLIO NUMBER	LEGAL DESCRIPTION	NO#
DENISE H SWASEY LE,REM CONSTANACE G SYDER	3520 NW 213 ST MIAMI GARDENS FL 33056	08-2122-006-0140	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 14 BLK 337	1
YVETTE WALKER,SHANTAVIA L WALKER	1870 SERVICE ROAD OPA LOCKA FL 33054	08-2122-006-0150	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 15 BLK 337	2
RETEVEA BAIN	1860 SERVICE ROAD OPA-LOCKA FL33054	08-2122-006-0160	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 16 BLK 337	3
YOSVANI ORBIZ,MANUEL ORBIZ HERNANDEZ RAMONA RERAZA AMEHAZURRA	1850 SERVICE ROAD OPA-LOCKA FL 33054	08-2122-006-0170	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 17 BLK 337	4
ESTATE OF FLETA MOSLEY	1840 SERVICE RD OPA LOCKA FL 33054	08-2122-006-0180	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 18 BLK 337	5
LAZARA CASTILLO	8531 SW 4 ST MIAMI FL 33144	08-2122-006-0190	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 19 BLK 337	6
HALA FASHIONS PROPERTY LLC	PO BOX 279331 MIRAMAR FL 33027	08-2122-003-2300	MAGNOLIA SUB PB 40-80 LOTS 12&13 BLK 13	7
NEIGHBORHOOD HOUSING LLC	490 OPA LOCKA BLV #20 OPA LOCKA FL 33054	08-2122-003-2320	MAGNOLIA SUB PB 40-80 LOTS 14 & 15 BLK 13	8
JOSEPH BARTON	153 GROGANS POINT ROAD THE WOODLANDS TX 77380	082122-003-2330	MAGNOLIA SUB PB 40-80 LOTS 16 TO 18 INC BLK 13	9
JOSEPH BARTON	153 GROGANS POINT RD THE WOODLANDS TX 77380	08-2122-003-2340	MAGNOLIA SUB PB 40-80 LOT 19 BLK 13	10
JOSEPH BARTON	153 GROGANS POINT RD THE WOODLANDS TX 77380	08-2122-003-2350	MAGNOLIA SUB PB 40-80 LOT 20 BLK 13	11

JOSEPH BARTON	153 GROGANS POINT RD THE WOODLANDS TX 77380	08-2122-003-2360	MAGNOLIA SUB PB 40-80 LOTS 21& 22 BLK 13	12
MIAMI 1818 LLC	4559 SW 33 AVE FORT LAUDERDALE FL 33312	08-2122-003-2370	MAGNOLIA SUB PB 40-80 LOTS 23 & 24 BLK 13	13
WALTHOURS ENTERPRISE LLC	3310 ROOSEVELT ST HOLLYWOOD FL 33021	08-2122-003-2401	MAGNOLIA SUB PB 40-80 THAT 50FT OF JAMES ST LYG BET BLKS 13 & 14 CLOSED BY ORD 73-21	14
LITTLE ROCK PRIMITIVE,BAPTIST CHURCH INC	1790 ALI BABA AVE OPA LOCKA FL 33054	08-2122-003-2410	MAGNOLIA SUB PB 40-80 LOTS 23 & 24 BLK13	15
A R D PROPERTIES INVESTMENTS INC	5621 PLUNKETT ST HOLLYWOOD FL 33023	08-2122-003-2420	MAGNOLIA SUB PB 40-80 LOTS 3 & 4 BLK 14	16
THICK WATER LLP	610 NW 183 ST SUITE 207 MIAMI GARDENS FL 33169	08-2122-000-0290	SW 50 FT OF N1/2 OF NE1/4 OF NE1/4 LYING BETWEEN ALI BABA AVE& SAF R/W AKA L1 BLK UNREC	17
FAY PLASNIE CORP TRS 1768 ALI BABA LAND TRUST	610 NE 183 ST ST # 207 MIAMI FL 33169	08-2122-000-0300	NE50FT OF SW100FT OF N1/2 OF N/E1/4 OF N/E1/4 BETWEEN ALI BABA AVE & SAF R/W AKA L2 BLK 1 UNREC	18
PALMETTO HOMES URBAN,DEVELOPMENT GROUP INC	4952 NW 7 AVE MIAMI FL 33127	08-2122-000-0310	NE50FT OF SW150FT OF N1/2 OF NE1/4 OF NE1/4 BETWEEN ALI BABA AVE & SAF RW	19
LOU INVESTMENTS GROUP CORP	1765 ALI BABS AVE 3 OPA LOCKA FL 33054	08-2122-000-0320	NE50FT OF SW200FT OF N1/2 OF NE1/4 OF NE1/4 BETWEEN ALI BABA AVE & SAF R/W	20
FLORIDA REALTY INVESTMENTS	6175 NW 153 ST 201 MIAMI LAKES FL 33014	08-2122-003-1890	MAGNOLIA SUB PB 40-80 LOTS 13 & 14 BLK 11	21

MACAN LLC	2145 PIERCE ST 217 HOLLYWOOD FL 33020	08-2122-003-1910	MAGNOLIA SUB PB 40-80 LOTS 15-16 & 17 BLK 11	22
CARLOS MOORE	8318 SW 85 TER MIAMI FL 33143	08-2122-003-1940	MAGNOLIA SUB PB 40-80 LOTS 18 & 19 BLK 11	23
LISANDRA DELGADO,JOSE MANUEL DELGADO	1795 ALI BABA AVE OPA LOCKA FL 33054	08-2122-003-1950	MAGNOLIA SUB PB 40-80 LOTS 20 & 21 BLK 11	24
1801 ALI BABA INC	460 NE 28 ST # 902 MIAMI FL 33137	08-2122-003-1690	MAGNOLIA SUB PB 40-80 LOTS 23 & 24 BLK 10	25
SONJA DELLMAR	1811 ALI BABA AVE OPA LOCKA FL 33054	08-2122-003-1700	MAGNOLIA SUB PB 40-80 LOTS 25 & 26 BLK 10	26
MIAMI 1818 LLC	4559 SW 33 AVE FIRT LAUDERDALE FL 33312	08-2122-003-1720	MAGNOLIA SUB PB 40-80 LOTS 27 & 28 BLK 10	27
SOUL SAVING STATION,OF CHRIST ETC	1880 WASHINGTON ST OPA LOCKA FL 33054	08-2122-003-1600	MAGNOLIA SUB PB 40-80 LOTS 11 THRU 16 & LOTS 29 & 30 BLK 10	28
SOUL S V G STA CHRIST CRUS,OF FL INC	1880 WASHINGTON AVE OPA LOCKA FL 33054	08-2122-003-1750	MAGNOLIA SUB PB 40-80 LOTS 31 & 32 BLK 10	29
THICK WATER LLP	610 NE 183 ST 207 MIAMI FL 33169	08-2122-003-1760	MAGNOLIA SUB PB 40-80 LOTS 33 & 34 BLK 10	30
JB YOUNG HOLDINGS LLC	17800 NW 14 CT MIAMI FL 33169	08-2122-003-1790	MAGNOLIA SUB PB 40-80 LOTS 35 THRU 38 BLK 10	31
SOUL SAVING STATION	1880 WASHINGTON AVE OPA LOCKA FL 33054	08-2122-003-1630	MAGNOLIA SUB PB 40-80 LOTS 17 & 18 BLK 10	32
SOUL SAVING STATION CHURCH	1880 WASHINGTON AVE OPA LOCKA FL 33054	08-2122-003-1650	MAGNOLIA SUB PB 40-80 LOTS 19 & 20 BLK 10	33

WALTHOURS ENTERPRISE LLC	3310 ROOSEVELT ST HOLLYWOOD FL 33021	08-2122-003-1670	MAGNOLIA SUB PB 40-80 LOT 21 BLK 10	34
WALTHOURS ENTERPRISE LLC	3310 ROOSEVELT ST HOLLYWOOD FL 33021	08-2122-003-1680	MAGNOLIA SUB PB 40-80 LOT 22 BLK 10	35
WALTHOURS ENTERPRISE LLC	3310 ROOSEVELT ST HOLLYWOOD FL 33021	08-2122-003-1830	MAGNOLIA SUB PB 40-80 LOTS 1 & 2 BLK 11	36
17800821220031840 LLC	30 N GOULD ST STE R SHERIDAN WY 82801	08-2122-003-1840	MAGNOLIA SUB LOTS 3 & 4 BLK 11	37
PALMETTO HOMES URBAN,DEVELOPMENT GROUP INC	4952 NW 7 AVE MIAMI FL 33127	08-2122-003-1850	MAGNOLIA SUB PB 40-80 LOTS 5 & 6 BLK 11	38
MAGNIFICENT FAMILY LLC	15841 NW 18 PL MIAMI GARDENS FL 33054	08-2122-003-1860	MAGNOLIA SUB PB 40-80 LOT 7 BLK 11	39
PURAN INVESTMENTS INC	5620 RODMAN ST HOLLYWOOD FL 33023	08-2122-003-1880	MAGNOLIA SUB PB 40-80 LOTS 10,11 &12 BLK 11	40

Sponsored by: City Manager

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 17, ARTICLE III OF THE CITY'S CODE OF ORDINANCES ENTITLED "PLANNING AND DEVELOPMENT" TO INCLUDE NEW DIVISION 4 TO BE ENTITLED "CROSS ACCESS EASEMENT AGREEMENTS AND COVENANTS "; ESTABLISHING A PROCESS FOR THE REVIEW AND APPROVAL; PROVIDING FOR DEFINITIONS; PROVIDING FOR APPLICATION PROCEDURES; PROVIDING FOR REVIEW CRITERIA; PROVIDING AN AMENDMENT TO CHAPTER 2, ARTICLE XIV, SECTION 2.655 FOR A \$500.00 FEE; PROVIDING FOR RECORDATION REQUIREMENTS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-locka recognizes the importance of ensuring coordinated vehicular and pedestrian access between adjacent properties to promote public safety, reduce traffic congestion, and enhance land use and zoning efficiency; and

WHEREAS, pursuant to Chapter 704, Florida Statutes, the City has the authority to regulate easements and covenants affecting real property within its jurisdiction; and

WHEREAS, the City Commission desires to establish a formal process for the review and approval of cross access easement agreements and covenants running with the land to ensure consistency with the City's Comprehensive Plan and Land Development Regulations.

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

Section 1. Adoption of Representations.

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

Section 2. Amending Chapter 17, Article III of the City's Code of Ordinances entitled "Planning and Development" to include new Division 4 to be entitled "Cross Access Easement Agreements and Covenants; establishing a process for the review and approval; Providing for Definitions" and shall read:

DIVISION 3 - CROSS ACCESS EASEMENT AGREEMENTS AND COVENANTS

Section 1. Definitions

For purposes of this Section, the following terms shall have the meanings ascribed:

- a) Cross Access Easement: A legal agreement granting access rights across one parcel of land to benefit an adjacent parcel, typically for vehicular or pedestrian movement.
- b) Covenant Running with the Land: A recorded agreement that binds current and future owners of the property to certain obligations or restrictions.

Section 2. Applicability

This Ordinance shall apply to all proposed cross access easement agreements and covenants running with the land that affect properties within the City of Opa-locka and are required as a condition of site plan approval, to resolve site plan deficiency, subdivision, or development order.

Section 3. Application Requirements

Applicants shall submit the following to the City Manager or designee:

- 1. A completed application form;
- 2. A draft of the proposed easement agreement and/or covenant;
- 3. A legal description and survey of the affected properties;
- 4. A site plan showing the location and dimensions of the proposed access;
- 5. Proof of ownership and authorization from all affected property owners;
- 6. Applicable fees as set by ordinance of the City Commission.
- 7. Cross Access Easement Agreement & Covenant Review Fee: \$500.00 in Section 2.655(oo).

Section 4. Review and Approval Process

1. The City Manager or designee shall review the application for completeness and consistency with applicable codes.
2. The Planning and Zoning Board (and DRC) shall review and provide a recommendation to the City Commission.
3. The City Attorney shall provide legal review and approval of the proposed agreement and covenant as to form and legal sufficiency.
4. The City Commission shall hold a public hearing and may approve, approve with conditions, or deny the proposed agreement and covenant.
5. Approval shall be by Resolution of the City Commission.

Section 5. Review Criteria

In evaluating the proposed agreement or covenant, the City shall consider:

1. Consistency with the Comprehensive Plan and Land Development Regulations;
2. Impact on traffic circulation and public safety;
3. Compatibility with surrounding land uses;
4. Adequacy of maintenance provisions;
5. Legal sufficiency and enforceability.

Section 6. Recordation

Upon approval, the applicant shall pay all applicable recording fees and record the executed agreement and/or covenant in the public records of Miami-Dade County Clerk's Office and provide a recorded copy to the Opa-locka City Clerk within 30 days.

Section 3. Amending Chapter 2, Article XIV, Section 2.655(m) of the City's Code of Ordinances entitled "Community development fees" to include a \$500 fee for Cross Access Easement Agreement & Covenant Review and shall read:

(m) Cross Access Easement Agreement & Covenant Review: five hundred dollars (\$500.00)

Section 4: It is the intention of the City Commission that the provisions of this ordinance shall become and be made part of the Code of the City of Opa-Locka, and that the sections of this ordinance may be re-numbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 5. Conflict & Repealer.

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

Section 6. 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 7. Inclusion In Code.

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

Section 8. Effective Date.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this ____ day of _____ 2025.

PASSED SECOND READING this ____ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:				
City Manager:	Sha'mecca Lawson		CM Signature				
Commission Meeting Date:	09.10.2025		Item Type: <i>(Enter X in box)</i>	Resolution	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 below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department:	Planning & Community Development			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 17, ARTICLE III OF THE CITY'S CODE OF ORDINANCES ENTITLED "PLANNING AND DEVELOPMENT" TO INCLUDE NEW DIVISION 4 TO BE ENTITLED CROSS ACCESS EASEMENT AGREEMENTS AND COVENANTS; ESTABLISHING A PROCESS FOR THE REVIEW AND APPROVAL; PROVIDING FOR DEFINITIONS; PROVIDING FOR APPLICATION PROCEDURES; PROVIDING FOR REVIEW CRITERIA; PROVIDING AN AMENDMENT TO SECTION 2.655(HH) FOR \$500.00 FEE; PROVIDING FOR RECORDATION REQUIREMENTS.

Staff Summary:

The City Commission of the City of Opa-locka recognizes the importance of ensuring coordinated vehicular and pedestrian access between adjacent properties to promote public safety, reduce traffic congestion, and enhance land use and promote zoning efficiency. In accordance with Chapter 7404, Florida Statutes, the City has the authority to regulate easements and covenants affecting real property within its jurisdiction. Consequently, the City Commission desires to establish a fee of \$500.00 for the recording of such easements and covenants.

process for the review and approval of cross access easement agreements and the related covenants running with the land to ensure consistency with the City's Comprehensive Plan and Land Development Regulations.

Definitions

For purposes of this Ordinance, the following terms shall have the meanings ascribed:

- Cross Access Easement: A legal agreement granting access rights across one parcel of land to benefit an adjacent parcel, typically for vehicular or pedestrian movement.
- Covenant Running with the Land: A recorded agreement that binds current and future owners of the property to certain obligations or restrictions.

Applicability

This Ordinance shall apply to all proposed cross access easement agreements and covenants running with the land that affect properties within the City of Opa-locka and are required as a condition of site plan approval, to resolve site plan deficiency, subdivision, or development order.

Application Requirements

Applicants shall submit the following to the City Manager or designee:

1. A complete application form;
2. A draft of the proposed easement agreement and/or covenant;
3. A legal description and survey of the affected properties;
4. A site plan showing the location and dimensions of the proposed access;
5. Proof of ownership and authorization from all affected property owners;
6. Applicable fees as set by ordinance of the City Commission.
7. Cross Access Easement Agreement & Covenant Review Fee: \$500.00

Review and Approval Process

1. The City Manager or designee shall review the application for completeness and consistency with applicable codes.
2. The Planning and Zoning Board (or DRC or Both) shall review and provide a recommendation to the City Commission.
1. The City Commission shall hold a public hearing and may approve, approve with conditions, or deny the proposed agreement and/or covenant.
2. Approval shall be by ordinance of the City Commission.

Section 5. Review Criteria

In evaluating the proposed agreement or covenant, the City shall consider:

1. Consistence with the Comprehensive Plan and Land Development Regulations;

2. Impact on traffic circulation and public safety;
3. Compatibility with surrounding land uses;
4. Adequacy of maintenance provisions;
5. Legal sufficiency and enforceability.

Financial Impact- There is no financial impact for this ordinance amendment.

Proposed Action:

Staff recommends approval of this Ordinance.

Attachment:

Draft Ordinance
Ordinance No. 2020-02 Unity of Title

1st Reading/Public Hearing: December 11, 2019
2nd Reading/Public Hearing: January 08, 2020
Adopted: January 08, 2020
Effective Date: January 08, 2020
Sponsored By: City Manager

ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 17, ARTICLE III OF THE CITY'S CODE OF ORDINANCES ENTITLED "PLANNING AND DEVELOPMENT" TO INCLUDE NEW DIVISION 3 TO BE ENTITLED "UNITY OF TITLE"; PROVIDING A DEFINITION FOR OF UNITY OF TITLE; ESTABLISHING REQUIREMENTS AND PROCESS FOR UNITY OF TITLE; AMENDING SECTION 2.655(GG) OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE FINE FOR UNITY OF TITLE APPLICATION FROM \$200.00 TO \$500.00; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County no longer process the City of Opa-Locka's ("City") requests for Unity of Title; and

WHEREAS, the Planning & Community Development Department has received requests for a unity of title process for the City; and

WHEREAS, the City Commission of the City of Opa-locka ("City Commission") conducted a public hearing and finds that a Unity of Title process is consistent with the City of Opa-locka's Comprehensive Plan; and

WHEREAS, the City Commission has determined that the following amendments promote and protect the general health, safety, and welfare of the residents of the City of Opa-locka.

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

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

Section 2. Chapter 17, Planning and Development, Article III, of the City's Code of Ordinances entitled "Planning and Development shall be amended to add new Division 3;

provide a definition for "Unity of Title" and establish certain requirements and process for Unity of Title as follows:

ARTICLE III, Division 3.; *UNITY OF TITLE*

Sec. 17-49. - Definition of unity of title.

A written agreement executed by and between a property owner and the City of Opa-Locka, Florida, whereby the property owner for a specified consideration by the city agrees that the lots and or parcels of land constituting the building site shall not be conveyed, mortgaged and or leased separate and apart from each other and that they shall be held together as one (1) tract. The form shall be consistent with Exhibit "A". Such unity of title shall be recorded in the Public Records of Miami-Dade County, Florida, and shall run with the land and shall be binding upon the property owner(s), their successors and assigns.

Sec. 17-50 When required.

As a prerequisite to the issuance of a building permit, the owner in fee simple title shall submit a unity of title in recordable form to the Planning and Community Development Department providing that all of the property encompassing the building site upon which the building and appurtenances are to be located shall be held together as one (1) tract of land and providing that no part or parcel shall be conveyed or mortgaged separate and apart from the building site, as set forth under the site plan and the building permit(s) in the following cases:

- (a) Whenever the required off-street parking is located on contiguous lots or parcels or is located offsite, as provided for under Ordinance 15-31, Article VI relating to Off-Site Parking.
- (b) Whenever the building site consists of more than one (1) lot or parcel and the main building is located on one (1) lot or parcel and accessory use buildings or structures are located on the remaining lot or parcel comprising the building site.
- (c) Whenever the building site consists of more than one (1) lot or parcel and the main building is located on one (1) or more of the lots or parcels and the remaining lots or parcels encompassing the building site are required to meet the minimum zoning requirements.
- (d) Whenever a building is to be constructed or erected upon a lot or parcel which is larger in frontage, depth and/or area than the minimum required by the zoning ordinance and which lot or parcel would be susceptible to further re-subdivision in accordance with the zoning ordinance and subdivision provisions of the City Code.
- (e) Whenever the City of Opa-Locka provides that a unity of title shall be executed as a condition for the granting of a variance or permit(s).

Ordinance No. 2020-02

- (f) Whenever a unity of title is specifically required by an ordinance or resolution passed and adopted by the city commission.
- (g) Whenever a site plan and or building site consists of more than one (1) platted lot.

Sec. 17-51 Specific requirements.

- (a) The owner shall provide a certificate of ownership by way of an opinion of title from an attorney licensed to practice law in the State of Florida. Said opinion of title, which shall be from the point of beginning, shall be based upon an abstract brought up within ten (10) days of the requirement that such unity of title be recorded.
- (b) The opinion of title shall include the names and addresses of all mortgagees and lien holders, the description of the mortgages and/or liens and the status of all real estate taxes due and payable.
- (c) The unity of title shall be executed with the same formality and manner as a warranty deed under the laws of the State of Florida.

Sec. 17-52 Approval, Release and Recording

- (a) The unity of title shall be subject to approval by the Director of Planning & Community Development and the city attorney as to form and content.
- (b) Any unity of title required by this section shall not be released except as specified in the legal instrument used to record said unity of title; any unity of title agreement which does not contain a release clause or procedures for release, may be released by the planning & community development department director in a form acceptable to the city attorney, upon a determination by the planning & community development department director that the unity of title agreement is no longer necessary; in the absence of such a determination, the unity of title shall be released only by resolution passed and adopted by the city commission. Releases approved pursuant to this section shall be recorded in the public records of Miami-Dade County, Florida, at the property owner's expense.

Section 3. Amending the Unity of Title fee set forth in Section 2-655 (gg) from \$200.00 to \$500.00.

The language fee set forth in Section 2-655(gg) shall be amended from \$200.00 to \$500.00.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or

Ordinance No. 2020-02

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

Section 5. Conflict & Repealer.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 6. Inclusion in Code.

It is the intention of the City Commission of the City of Opa-locka that the provisions of this Ordinance shall, at some time in the future, become and be made a part of the General Code of Ordinances of the City of Opa-locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 7. Effective Date.

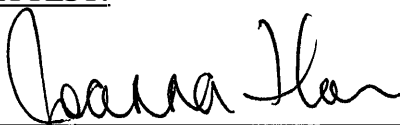
This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED AND ADOPTED this 8th day of January, 2020.



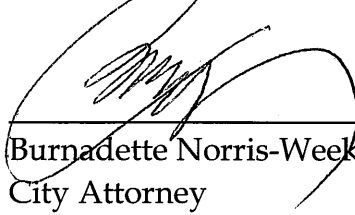
Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Davis

Seconded by: Commissioner Bass

VOTE: 5-0

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

FROM PAGE 19A

LANSKY

'THE MOB'S ACCOUNTANT'

Lansky, known as "the Mob's accountant," a description he'd eschew, would come back to Miami Beach to take care of business himself.

The Russian-born Maier Suchowjansky was considered by law enforcement "to be a genius of finance with the proceeds of bootlegging and gambling with notorious associates including Lucky Luciano and Bugsy Siegel," the Miami Herald once said.

Lansky said "there's no such thing as organized crime" in 1978.

A police officer once described Lansky as "the Andrew Carnegie of the Mob," the Herald reported in 1983. His first arrest came in 1918, when he was about 16, for felonious assault in New York.

He reputedly joined forces with Benjamin (Bugsy) Siegel to form the Bugs and Meyer Mob in 1921, the Herald reported in his obituary. "The gang specialized in hijacking cars and guarding bootleg liquor shipments for other hoodlums during the Prohibition era."

In the 1930s and 1940s, Lansky was linked to illegal gambling casinos in South Florida, New Orleans, Havana and Saratoga, New York.

In 1972, Israeli authorities deported him back to South Florida, where the government brought Lansky to trial with the testimony of loan shark Vincent "Fat Vinnie" Teresa. Lansky was acquitted in 1974.

He'd cop to one thing: "I admit quite frankly that I made a fortune from bootlegging," he said in "Lansky, Mogul of the Mob," a book written by three Israeli journalists to whom



Meyer Lansky at Miami International Airport in February 1978.

he granted limited cooperation, the Herald reported.

LIVING IN MIAMI BEACH

Lansky spent the rest of his life in Miami Beach living with his second wife, Thelma, at the Imperial House in the \$200 block of Collins Avenue. He had three children from his first wife, Anna, whom he divorced in 1948 to marry Thelma. He reportedly doted on his children — Bernard, Paul and Sandra.

The Miami Herald once described Lansky as "a small, mild-mannered and grandfatherly man who looked like anyone else his age, playing out life's closing years in Miami Beach."

People recall seeing Lansky shopping at the men's clothing stores at Bal Harbour Shops and getting hair cuts at Carousel Barber Shop in Surfside.

The mobster also hung out at the Singapore on Collins Avenue and was often seen dining at the two Wolfie Sandwich Shop delis that were on Lincoln Road and Collins Avenue. They were famed for their overstuffed pastrami sandwiches and superb slices of their "world famous cheesecake."

Lansky died from lung cancer at Mount Sinai

Medical Center in Miami Beach on Jan. 15, 1983. He was 80.

"Lansky outlived all the big hoodlums of his era: Capone, Costello, Luciano, Glancana, Anastasia, Lepke, Joe Adonia, Longie Zwillman. His name is part of our history and our legend. But when the obits ran the other day, there was a sense that the true story was now gone forever," the Herald wrote a week after his death.

LANSKY ON AUCTION

The Fine Autographs and Artifacts auction from RR Auction concludes Jan. 8. Auction spokesman Mike Graff expects the letter to attract interest.

"Gangster memorabilia is one of RR's most popular specialty categories," Graff said. "They are best known for selling the Bonnie and Clyde's guns for more than \$500,000, in 2012."

On Saturday, the Lansky letter had attracted a bid of \$220 so far.

In 2018, a 14-karat gold tie clip said to belong to Lansky went for \$526 after it was auctioned by Aaron Lombardo, Vincent Lombardo's grandson.

For information, visit www.rrauction.com.

FROM PAGE 19A

TREES

starting in the spring.

Miami-Dade residents interested in the free mulch can sign up at <http://cloud.info.miamidade.gov/christmastree> to be notified once it's available.

• Trees recycled in Broward County will be chipped and used for landscaping throughout the county park system.

If you want to recycle your tree this year, here's what you need to know:

MIAMI-DADE COUNTY

1. Drop-off

You can drop off your clean, decoration-free Christmas Tree at the West Miami-Dade Home Chemical Collection Center, 8801 NW 58 St., or at one of the county's 10 Trash and Recycling Centers.

The centers are open seven days a week from 7 a.m. to 5:30 p.m.

• Eureka Drive - 9401 SW 184 St.
• Golden Glades - 140 NW 160 St.
• Moody Drive - 12970 SW 268 St.

• North Dade Landfill - 21500 NW 47 Ave.
• Norwood - 19901 NW Seventh Ave.
• Palm Springs North - 7870 NW 178 St.

• Snapper Creek - 2200 SW 117 Ave.

• South Miami Heights - 20800 SW 117 Ct.
• West Little River - 1830 NW 79 St.
• West Perrine - 16651 SW 107 Ave.

2. Place your tree at the curbside by zone. Crews will be collecting trees at the curbside between Jan. 7 and Feb. 1. You can use the map found on Miami-Dade County's website or refer to the schedule below to

determine what zone your home falls under:

• Zone 1

Location: South side of Southwest 152nd Street to Southwest 400th Street in Homestead
Place tree at the curb by Sunday, Jan. 5
Pick-up week: Jan. 7-11

• Zone 2

Location: South side of SW 88th Street to north side of SW 152nd Street
Place tree at the curb by Sunday, Jan. 12
Pick-up week: Jan. 13-18

• Zone 3

Location: South side of NW 23th Street to north side of SW 88th Street
Place tree at the curb by Sunday, Jan. 19
Pick-up week: Jan. 20-25

• Zone 4

Location: NW 215th Street to the north side of NW 25th Street
Place tree at the curb by Sunday, Jan. 26
Pick-up week: Jan. 27 - Feb. 1

4. Use one of your available bulky waste pickups

Trees placed at the curbside as part of a scheduled bulk waste pickup will not be recycled into mulch.

Miami-Dade County was not available for comment on what would happen to the trees collected in the scheduled bulk waste pickup.

BROWARD COUNTY

The Free Chip-A-Tree program will be available at 13 parks through Jan. 20. Those who visit the park to recycle their clean, decorated-free Christmas tree will not have to pay the regular weekend and holiday gate entrance fee.

Tree collection hours vary by park and residents are asked to call ahead. Here are the participating parks:

• Brian Piccolo Sports



Recycle your tree for free

Park & Velodrome, 9501 Sheridan St., Cooper City
Phone: 954-357-5150
• C.B. Smith Park, 900 N. Flamingo Road, Pembroke Pines
Phone: 954-357-5170
• Easterlin Park, 1000 NW 38th St., Oakland Park
Phone: 954-357-5190

• Fern Forest Nature Center, 201 Lyons Road South, Coconut Creek
Phone: 954-357-5198
• Markham Park & Target Range, 16001 W. State Road 84, Sunrise
Phone: 954-357-8868

• Plantation Heritage Park, 1100 S. Fig Tree Lane, Plantation
Phone: 954-357-5135

• Rev. Samuel Delevoe Memorial Park, 2520 NW Sixth St., Fort Lauderdale
Phone: 954-357-8801

• Snake Warrior's Island Natural Area, 3600 SW 62nd Ave., Mianar
Phone: 954-357-8776

• Tradewinds Park & Stables, 3600 W. Sample Road, Coconut Creek
Phone: 954-357-8870

• Tree Tops Park, 3900 SW 100th Ave., Davie
Phone: 954-357-5130

• T.Y. (Topeekegee) Yunguee Park, 3300 N. Park Road, Hollywood
Phone: 954-357-8811

• Vista View Park, 4001 SW 142nd Ave., Davie
Phone: 954-357-8898

• West Lake Park, 1200 Sheridan St., Hollywood
Phone: 954-357-5161

Michelle Marchante: 305-376-2708



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at a Regular Commission Meeting on Wednesday, January 8, 2020 at 7:00 p.m. at the Sherbondy Village Auditorium, 215 President Barack Obama (Perviz) Avenue, Opa-locka, Florida to consider the following items:

RESOLUTION/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF A REQUEST FROM NFI RECYCLING CORP. (C/O NELSON FUENTES LARA) AND 25th AVE. WAREHOUSE LLC (C/O MARIANELA SANDIGO) TO GRANDFATHER, AS A NON-CONFORMING USE, A SCRAPMETAL YARD, SUBJECT TO CERTAIN CITY REQUIRED CONDITIONS FOR THE PROPERTY LOCATED AT 14569 NW 25th AVE. AND IDENTIFIED BY FOLIO 08-2122-002-0430 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

SECOND READING ORDINANCES/PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OR DENIAL OF A REQUEST TO REZONE THE PARCEL LOCATED AT THE CORNER OF NW 129th STREET AND NW 27th AVENUE FROM B-2 TO B-3 TO ALLOW THE CONSTRUCTION OF A SELF-STORAGE FACILITY ON THIS PARCEL AND 12940 NW 27th AVENUE, OPA-LOCKA, FL 33054, IDENTIFIED BY FOLIOS 08-2128-004-0022 AND 08-3128-004-0031; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on December 11, 2019).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, AMENDING CHAPTER 17, ARTICLE III OF THE CITY'S CODE OF ORDINANCES ENTITLED "PLANNING AND DEVELOPMENT" TO INCLUDE NEW DIVISION 3 TO BE ENTITLED "UNITY OF TITLE"; PROVIDING A DEFINITION FOR OR UNITY OF TITLE; ESTABLISHING REQUIREMENTS AND PROCESS FOR UNITY OF TITLE; AMENDING SECTION 2.655(G) OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE FINE FOR UNITY OF TITLE APPLICATION FROM \$200.00 TO \$500.00; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on December 11, 2019).

Additional information on the above items may be obtained in the Office of the City Clerk, 780 Fisherman Street, 4th Floor, Opa-locka, Florida. All interested persons are encouraged to attend this meeting and will be heard with respect to the public hearings.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than seven (7) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877)955-8707 (Creole).

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

Joanna Flores, CMC
City Clerk
City of Opa-locka

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1/2 MARATHON | 10K | 5K

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