

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, November 12, 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 7:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

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

AGENDA
REGULAR COMMISSION MEETING
November 12, 2025
6:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Presentation by Mayor John H. Taylor, Jr.
Proclamation: 2025 Prematurity Awareness Month

Award Presentation by Vice Mayor Joseph L. Kelley
Florida Licensing on Wheels — Toroni Mitchell

Award Presentation by Commissioner Dr. Sherelean Bass
Karen's School Uniforms

Special Acknowledgment by Commissioner Natasha L. Ervin
Opa-locka Hurricanes Homecoming Court

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

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes — October 22, 2025

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

10. PUBLIC PRESENTATIONS:

11. CITIZENS' FORUM:

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

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT TO DECLARE SENATE BILL 180 PERTAINING TO THE IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY LAND USE AND ZONING REGULATIONS UNCONSTITUTIONAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley* **Deferred from 10/22/2025 RCM****
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING THE CITY OF OPA-LOCKA'S 2026-2027 LEGISLATIVE PRIORITY LIST, ATTACHED HERETO AS COMPOSITE EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO REJECT ALL PROPOSALS RELATED TO RFP NO. 25-0918200 FOR HISTORIC CITY HALL MANAGEMENT, MAINTENANCE, AND OPERATION; FURTHER AUTHORIZING THE CITY MANAGER TO ISSUE A NEW INVITATION TO BID (ITB) TO ENSURE CLARITY AND FAIR COMPETITION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS TO PURSUE A FORMAL PARTNERSHIP WITH THE ORANGE BOWL COMMITTEE (OBC) FOR THE REDEVELOPMENT OF INGRAM PARK WITHIN THE CITY, AS "ORANGE BOWL FIELD AT INGRAM PARK"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EMERGENCY CONTRACT WITH HERNANDEZ UNDERGROUND CORP. FOR THE INSTALLATION OF A FORCE MAIN FOR PUMP STATION #16 FOR AN AMOUNT NOT TO EXCEED NINETY-TWO THOUSAND, FOUR HUNDRED FIFTY-EIGHT DOLLARS AND TWENTY-SIX CENTS (\$92,458.26) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; 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, APPROVING AND ESTABLISHING A CITY STREET SWEEPING SCHEDULE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
 7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH FOUNDATION RISK PARTNERS, CORP. D/B/A ACENTRIA PUBLIC RISK FOR THE PROVISION OF AGENT OF RECORD SERVICES FOR GENERAL LIABILITY, CYBER LIABILITY, AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE, PROPERTY, AND WORKERS' COMPENSATION AND EMPLOYER LIABILITY COVERAGE, IN THE FORM ATTACHED HERETO; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
 8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING CITY RESOURCES TO SUPPORT THE TEN NORTH GROUP'S FIVE-DAY EVENT, "THE ART OF TRANSFORMATION," TO BE HELD FROM DECEMBER 3 THROUGH DECEMBER 8, 2025, WITHIN THE CITY; PROVIDING FOR APPROVAL OF THE SPECIAL EVENT PERMIT REQUIRED BY THE CITY'S CODE OF ORDINANCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
 9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO SUBMIT AN UPDATE NO LATER THAN THIRTY (30) DAYS FOLLOWING STATE APPROVAL ON ALL ONGOING COMMISSION-INITIATED AND APPROVED PROJECTS OR INITIATIVES, RETROACTIVE TO JANUARY 1, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***
 10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT A FEASIBILITY STUDY TO IDENTIFY POTENTIAL LOCATIONS FOR OVERNIGHT AND AFTER-HOURS COMMERCIAL VEHICLE PARKING AND DEVELOP RENTAL, FEE, AND LIABILITY GUIDELINES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***
 11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ADD A "SUNDAY AFTERNOON GOSPEL" EVENT AS PART OF THE 2026 ARABIAN NIGHTS FESTIVAL WEEKEND; PROVIDING A REQUIREMENT THAT ADDITIONAL**

FUNDS BE RAISED TO SUPPORT THE SUNDAY EVENT; PROVIDING FOR INCORPORATION OF RECITALS; 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 OPA- LOCKA, FLORIDA, RESCINDING RESOLUTION NO. 25-122, DIRECTING THE CITY MANAGER TO CONSULT THE CITY ATTORNEY PRIOR TO EMPLOYEE TERMINATIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Ervin***

13. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT A FEASIBILITY STUDY AND COST COMPARISON OF AN IN-HOUSE CITY ATTORNEY VERSUS CONTRACTED CITY ATTORNEY SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago***

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 13 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", ARTICLE XIV ENTITLED "LANDLORD PERMIT", SPECIFICALLY AMENDING SECTION 13-274(3) TO REQUIRE ALL APARTMENT BUILDINGS WITH ONE HUNDRED TWENTY (120) UNITS OR MORE TO NOW REQUIRE ARMED SECURITY AND A LIVE-IN PROPERTY MANAGER AND FURTHER REQUIRE THAT ALL APARTMENT BUILDINGS WITHIN THE CITY WITH EIGHTY-FIVE (85) UNITS UP TO ONE HUNDRED NINETEEN (119) UNITS HAVE A SECURITY GUARD ON-SITE TWENTY-FOUR HOURS A DAY AND SEVEN DAYS A WEEK REQUIRING SEMI-ANNUAL INSPECTIONS FOR COMPLIANCE; AMENDING SECTION 13-278(B) TO REQUIRE PERMIT APPLICANTS WITH ONE HUNDRED TWENTY (120) APARTMENT UNITS OR MORE TO COMPLETE A SEPARATE FORM TO BE CREATED BY THE CITY, CONTAINING THE NAME OF THE ON-SITE PROPERTY MANAGER AND ACKNOWLEDGMENT THAT A DAILY LOG WILL BE KEPT CONTAINING THE NAME OF THE ON-SITE OFF-DUTY POLICE OFFICER BEFORE A PERMIT**

SHALL ISSUE; FURTHER, ALL APPLICANTS WITH UNITS OF EIGHTY-FIVE (85) UP TO ONE HUNDRED NINETEEN (119) UNITS SHALL REQUIRE ON A SEPARATE FORM CREATED BY THE CITY AND COMPLETED BY THE APPLICANT CONTAINING THE NAME OF THE ON-SITE SECURITY OFFICER BEFORE A PERMIT SHALL BE ISSUED; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley* **Deferred from 10/22/2025 RCM**

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*
3. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 19, ARTICLE I, SECTION 19-4, ENTITLED "OBSTRUCTIONS GENERALLY", OF THE CITY'S CODE OF ORDINANCES, TO ESTABLISH STREET SWEEPING REGULATIONS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*
4. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR CANAL MAINTENANCE, AT AN ANNUAL COST OF TWO HUNDRED FIFTY-TWO THOUSAND ONE HUNDRED SIXTY-TWO DOLLARS (\$252,162.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING CHAPTER 16, ARTICLE I, SECTION 16-1, ENTITLED "TEEN AND YOUNG ADULT ADVISORY BOARD", OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER;

PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on October 22, 2025). *Sponsored by City Manager*

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, ENTITLED "BOARDS, COMMISSIONS AND COMMITTEES", DIVISION 2, ENTITLED "COMMUNITY RELATIONS, RECREATION AND ACTIVITIES BOARD" SECTION 2-479 THROUGH 2-480 TO CHANGE THE NAME OF THE BOARD TO "TEEN, YOUNG ADULT AND COMMUNITY RELATIONS ADVISORY BOARD"; SPECIFICALLY AMENDING SECTION 2-479 TO INCLUDE A FOCUS ON POLICIES, PROJECTS, AND EVENTS INVOLVING YOUTH, TEEN AND YOUNG ADULT PARTICIPATION; PROVIDING FOR A REQUIREMENT TO MAKE RECOMMENDATIONS ON INCREASING YOUTH, TEEN AND YOUNG ADULT PARTICIPATION AND IMPROVE COMMUNICATIONS; AMENDING SECTION 2-480 TO REQUIRE THAT THE TWO MEMBERS CHOSEN AT-LARGE MEMBERS SHALL BE BETWEEN THE AGES OF 16 AND 21; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on October 22, 2025). *Sponsored by City Manager***

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

Vice Mayor Joseph L. Kelley

*** Fiscal Responsibility & Accountability**

*** Unsolicited Proposal**

20. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

1 Individual Appointment (Mayor Taylor)

1 Individual Appointment (Commissioner Ervin)

1 Individual Appointment (Commissioner Santiago)

Charter Review Board

2 At-Large Appointments

Planning & Zoning Board

1 Individual Appointment (Vice Mayor Kelley)

1 Individual Appointment (Commissioner Santiago)

Historic Environmental Preservation Board

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 and Commission, in partnership with Rozalyn Paschal Pediatrics and New Life presents Community Resource Fair, **Saturday, November 8, 2025** from 10:00 AM - 2:00 PM, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida. *Hosted by Commissioner Dr. Sherelean Bass*
2. Logos Baptist Church Founders Weekend Cookout, Saturday, **November 8, 2025** from 11:00 AM - 6:00 PM, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. *Hosted by Commissioner Natasha L. Ervin*
3. The City of Opa-locka Mayor & Commission present Meet Me Monday hosted by Vice Mayor Joseph L. Kelley, **Monday, November 10, 2025** at 6:00 PM, Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida.
4. The City of Opa-locka Mayor & Commission presents a Veterans Day Brunch, **Tuesday, November 11, 2025** at 11:00 AM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida. For more information, please call 305.953.2868 Ext. 1104. *Hosted by Commissioner Dr. Sherelean Bass*
5. The Opa-locka Community Redevelopment Agency will conduct a meeting on **Thursday, November 13, 2025** at 6:00 PM, Opa-locka Government Center Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.
6. The City of Opa-locka presents R&B Night Out, **Saturday, November 15, 2025** from 5:00 PM - 11:00 PM, Ingram Park, 2100 Burlington Street, Opa-locka, Florida. *Hosted by Commissioner Natasha L. Ervin*
7. Please join the City of Opa-locka Mayor & Commission for the Annual Christmas Tree Lighting Ceremony & Thanksgiving Turkey Giveaway, **Thursday, November 20, 2025** at 5:30 PM, Opa-locka Government Center, 780 Fisherman Street, Opa-locka, Florida. Opa-locka residents must pre-register to receive a turkey. For more info, please call 305.773.3465.
8. The City of Opa-locka Mayor & Commission present a Community Food & Resource Drive, **Friday, November 21, 2025** from 9:30 AM - 1:30 PM, Segal Park, 2331 NW 143rd Street, Opa-locka, Florida. *Hosted by Vice Mayor Joseph L. Kelley*

9. The City of Opa-locka Mayor & Commission present Commissioner Luis B. Santiago's Thanksgiving Turkey Giveaway, **Friday, November 21, 2025** at 10:00 AM, 2100 Block of Wilmington St, Opa-locka, Florida. Opa-locka residents only — proof of residency required. First come, first served! While supplies last. For more info, please call 305.953.2868 Ext. 1104.
10. The City of Opa-locka Mayor & Commission presents the Mayor's Turkey Express. This Thanksgiving, Mayor John H. Taylor, Jr. will be personally delivering turkeys to our Opa-locka seniors. Don't miss this opportunity to receive a Thanksgiving turkey delivered with care by your Mayor. Opa-locka Seniors 62 years or older must register by November 17, 2025 by calling 305.773.3465.
11. The City of Opa-locka Mayor & Commission presents a free food distribution in partnership with Farm Share, **Wednesday, December 3, 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*
12. City of Opa-locka Charter Review Board Meeting will be held on **Thursday, December 4, 2025** at 6:30 PM, Opa-locka Government Center, 780 Fisherman Street, 3rd Floor Commission Chambers, Opa-locka, Florida.
13. The City of Opa-locka Mayor & Commission presents Community Bingo, **Friday, December 5, 2025** at 6:00 PM, Sherbondy Park Auditorium, 215 Perviz Avenue, Opa-locka, Florida.
14. The City of Opa-locka Mayor & Commission presents Community Chess and Dominoes Monthly Challenge, **Saturday, December 6, 2025** at 12:00 PM - 1:30 PM, Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. *Hosted by Commissioner Dr. Sherelean Bass and Commissioner Luis B. Santiago*
15. The City of Opa-locka Mayor & Commission, in partnership with Parks & Recreation and the Opa-locka Booster Club, present Holiday in the Park Grinchmas Toy Give-Away, **Saturday, December 20, 2025** from 11:00 AM - 6:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida. Opa-locka residents only — Pre-Registration required — October 6 – November 10, 2025. For more info, please call 305.953.2875.

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

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

REGULAR CITY COMMISSION MEETING
Wednesday, October 22, 2025
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 6:02 p.m. on Wednesday, October 22, 2025, at the City of Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

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

3. INVOCATION:

The invocation was delivered by Commissioner Dr. Sherelean Bass.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Chief Starks and recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:
Award Presentation by Commissioner Sherelean Bass

Commissioner Bass recognized City Manager Lawson for her recent birthday and extended congratulations on behalf of the Mayor, City Commission, City employees, and residents of Opa-locka.

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

Vice Mayor Kelley requested to defer Items 13-8 and 16-A.1 until the next City Commission meeting. He also requested to pull items 13-6 and 13-7 from the Consent Agenda.

It was moved by Commissioner Bass, seconded by Commissioner Ervin, 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:

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

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

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

Item 8 was heard immediately following Item 11.

8. APPROVAL OF MINUTES:

Sunshine Meeting Minutes — September 30, 2025

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to approve the September 30, 2025 Sunshine 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

City Commission and OCRA Joint Workshop Meeting Minutes — October 2, 2025

It was moved by Commissioner Ervin, seconded by Commissioner Bass, to approve the October 2, 2025 City Commission and OCRA Joint Workshop 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

Regular Commission Meeting Minutes — October 8, 2025

It was moved by Commissioner Bass, seconded by Commissioner Ervin, to approve the October 8, 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:

There were none.

10. PUBLIC PRESENTATIONS:

There were none.

11. CITIZENS' FORUM:

Assistant City Clerk Floralba Valdes-Wright announced the protocol for public participation at City Commission meetings.

Assistant City Clerk Floralba Valdes-Wright stated there were no virtual public comments.

Mayor Taylor opened the Citizens' Forum.

Audrey Dominguez, 1147 Jann Avenue, thanked the City for installing a four-way stop sign at Jann Avenue and Ahmad Street and expressed appreciation for the response to residents' concerns. She voiced support for the proposed Hope Fund to assist residents facing financial hardship and for the Owner-Occupied Minor Home Repair Program to help elderly residents with roof and home repairs.

Mayor Taylor closed the Citizens' Forum.

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

- 1. [13-6] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CREATING AN "OPA-LOCKA HOPE FUND" BUDGET ITEM TO PROVIDE ASSISTANCE FOR ELIGIBLE SENIORS,**

VETERANS, AND RESIDENTS IN NEED, FACING RENT, MORTGAGE, OR UTILITY PAYMENT CHALLENGES; ESTABLISHING STANDARDS FOR ADMINISTRATION, ELIGIBILITY, AND FUNDING MECHANISMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

The above resolution was read by Assistant City Attorney Cobb.

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

Mayor Taylor introduced the item and stated the purpose was to create a fund allowing residents to receive assistance when needed, prioritizing seniors, veterans, and residents experiencing hardship.

Vice Mayor Kelley supported the legislation and shared the goal of helping residents. He asked whether the program would apply citywide or outside the CRA zone and requested clarification on the process, eligibility, and evaluation criteria. He also sought details on administrative costs and staffing, emphasizing the need for fairness, transparency, and a clear structure before implementation.

Mayor Taylor clarified the program would be open to all city residents and was separate from the CRA, which operated independently. He stated the City Manager could seek Commission input before implementation, and the City Attorney had confirmed that approach was acceptable. He explained the program would be managed administratively once staff were hired.

City Attorney Norris-Weeks added that under the Sunshine Law, the City Manager could be given authority to structure the program and incorporate City Commission feedback but could not discuss details individually with members outside of a public meeting.

City Manager Lawson stated the intent was not to reinvent the wheel, noting the City and CRA had both implemented similar programs in the past. She explained an existing application and process were already in place and said any changes could be made based on City Commission direction.

Vice Mayor Kelley stated he would still like to review the program materials to understand the eligibility criteria before responding to residents. He explained that City Commission expectations sometimes differed from administrative definitions and requested all City Commission members receive the information for clarity, noting it would not delay the process.

Commissioner Santiago stated that if the resolution passed, the City Commission would authorize the City Manager to establish application procedures and determine eligibility. He questioned the mention of the Sunshine Law, noting the City Manager and staff would manage the process. He supported including all residents citywide.

Commissioner Santiago and Mayor Taylor clarified the program would cover mortgage, electricity, and water bills for residential use only, not business expenses. Commissioner Santiago referenced a resident's situation involving property transfer after a family death, and Mayor Taylor explained that such matters were civil issues not covered by the program. Commissioner Santiago asked about available funding, and Mayor Taylor confirmed \$75,500 had been allocated under the Social Services Department budget for the program.

Commissioner Bass requested to co-sponsor the resolution. Mayor Taylor agreed.

Commissioner Ervin asked how long it would take for the program to take effect if approved. Mayor Taylor responded that the City Manager would determine the parameters, including when the program would go live, the advertising period, and the overall duration.

There being no additional discussion, the motion to approve the resolution, passed by a 3-2 vote.

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

2. **[13-7] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING AN OWNER-OCCUPIED MINOR HOME REPAIR PROGRAM TO PROVIDE FINANCIAL AND TECHNICAL ASSISTANCE TO ELIGIBLE RESIDENTS FOR REPAIRS THAT IMPROVE SAFETY, HABITABILITY, AND ENERGY EFFICIENCY; ESTABLISHING ADMINISTRATION, ELIGIBILITY, AND FUNDING MECHANISMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***

The above resolution was read by Assistant City Attorney Cobb.

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

Mayor Taylor introduced the item and explained it was similar to the previous resolution but focused on assistance for owner-occupied homes. He stated eligibility would be limited to homeowners living in their residence and outlined that the program would provide up to \$10,000 in repairs, including roofing, plumbing, electrical, air conditioning, driveway upgrades, and other safety-related improvements to enhance residents' living conditions.

Vice Mayor Kelley supported the program but requested clarification on administrative support and funding, asking whether existing staff would manage the process and if language in the memo about program administration was accurate. He also asked whether permit fees for

approved repairs would be waived or counted toward the \$10,000 limit. City Attorney Norris-Weeks clarified that permit fees could not be waived through the resolution and would require a separate ordinance.

Vice Mayor Kelley confirmed the program would be managed in-house and said he supported it but wanted to review the final structure to ensure clarity on eligibility, repairs, and contractor use. Mayor Taylor clarified that program administration also covered advertising, timelines, and outreach. Vice Mayor Kelley asked that future cover memos clearly define administrative functions.

Commissioner Santiago confirmed the program was city funded and said it should only assist residents truly in need. He urged oversight to prevent misuse, suggested using approved contractors to control costs, and emphasized prioritizing elderly residents unable to hire their own help.

There being no additional discussion, the motion to approve the resolution, passed by a 3-2 vote.

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXPAND THE FATS, OILS, AND GREASE (FOG) ELIMINATION PROGRAM WITHIN THE CITY'S SANITARY SEWER SYSTEM WITH IN-PIPE TECHNOLOGY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF O'DONNELL, TEXAS PURCHASING COOPERATIVE OF AMERICA CONTRACT #PCA OD-406-24 WITH INFRASTRUCTURE REHABILITATION U.S.A., INC. TO PERFORM THE REPAIRS OF LIFT STATIONS 5, 6, AND 7 MANHOLE SEWER SYSTEMS, IN AN AMOUNT NOT TO EXCEED SIXTY-FOUR THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS AND FIFTY CENTS (\$64,547.50); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING EMERGENCY LIFT STATION NO. 16 DEWATERING SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE CONTRACT WITH SHIFF CONSTRUCTION & DEVELOPMENT, LLC FOR THE REPLACEMENT OF LIFT STATION NO. 16 DUE TO DEWATERING CHALLENGES, FOR AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND SIXTY-THREE DOLLARS AND FORTY-THREE CENTS (\$86,063.43); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF CITY OF OPA-LOCKA V. OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., D/B/A TEN NORTH GROUP AND OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., D/B/A TEN NORTH GROUP V. CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager and City Attorney*
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CANCELLATION OF THE REGULARLY SCHEDULED CITY COMMISSION MEETINGS OF NOVEMBER 26, 2025, AND DECEMBER 24, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CREATING AN "OPA-LOCKA HOPE FUND" BUDGET ITEM TO PROVIDE ASSISTANCE FOR ELIGIBLE SENIORS, VETERANS, AND RESIDENTS IN NEED, FACING RENT, MORTGAGE, OR UTILITY PAYMENT CHALLENGES; ESTABLISHING STANDARDS FOR ADMINISTRATION, ELIGIBILITY, AND FUNDING MECHANISMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

Item was pulled for discussion.
7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING AN OWNER-OCCUPIED MINOR HOME REPAIR PROGRAM TO PROVIDE FINANCIAL AND TECHNICAL ASSISTANCE TO ELIGIBLE RESIDENTS FOR REPAIRS THAT IMPROVE SAFETY, HABITABILITY, AND ENERGY EFFICIENCY; ESTABLISHING ADMINISTRATION, ELIGIBILITY, AND FUNDING MECHANISMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

Item was pulled for discussion.

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT TO DECLARE SENATE BILL 180 PERTAINING TO THE IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY LAND USE AND ZONING REGULATIONS UNCONSTITUTIONAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

Item was deferred to the next City Commission Meeting.

14. **NEW ITEMS:**

There were none.

15. **PLANNING & ZONING:**

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. **ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:**

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 13 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", ARTICLE XIV ENTITLED "LANDLORD PERMIT", SPECIFICALLY AMENDING SECTION, 13-274(3) TO REQUIRE ALL APARTMENT BUILDINGS WITH ONE HUNDRED TWENTY (120) UNITS OR MORE TO NOW REQUIRE ARMED SECURITY AND A LIVE-IN PROPERTY MANAGER AND FURTHER REQUIRE THAT ALL APARTMENT BUILDINGS WITHIN THE CITY WITH EIGHTY FIVE (85) UNITS UP TO ONE HUNDRED NINETEEN (119) UNITS HAVE A SECURITY GUARD ON-SITE TWENTY FOUR HOURS A DAY AND SEVEN DAYS A WEEK REQUIRING SEMI-ANNUAL INSPECTIONS FOR COMPLIANCE; AMENDING SECTION 13-278(B) TO REQUIRE PERMIT APPLICANTS WITH ONE HUNDRED TWENTY (120) APARTMENT UNITS OR MORE TO COMPLETE A SEPARATE FORM TO BE CREATED BY CITY,**

CONTAINING THE NAME OF THE ON-SITE PROPERTY MANAGER AND ACKNOWLEDGMENT THAT A DAILY LOG WILL BE KEPT CONTAINING THE NAME OF THE ON-SITE OFF-DUTY POLICE OFFICER BEFORE A PERMIT SHALL ISSUE; FURTHER, ALL APPLICANTS WITH UNITS OF EIGHTY-FIVE (85) UP TO ONE HUNDRED NINETEEN (119) UNITS SHALL REQUIRE ON A SEPARATE FORM CREATED BY THE CITY AND COMPLETED BY THE APPLICANT CONTAINING THE NAME OF THE ON-SITE SECURITY OFFICER BEFORE A PERMIT SHALL BE ISSUED; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley* Deferred from 10/08/2025 RCM

Item was deferred until the next City Commission meeting.

- 2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, REPEALING CHAPTER 16, ARTICLE I, SECTION 16-1, ENTITLED “TEEN AND YOUNG ADULT ADVISORY BOARD”, OF THE CITY OF OPALOCKA’S CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

The above ordinance was read by Assistant City Attorney Cobb.

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

City Manager Lawson introduced the item and stated the City had conducted an extensive review of its boards to ensure requirements and protocols aligned with City Commission standards. She explained the Teen and Young Adult Board faced challenges due to limited participation and difficulty identifying residents ages 16 to 21. She recommended repealing the board and merging its responsibilities with the Community Relations, Recreation, and Advisory Board to allow youth involvement and ensure quorum.

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 first reading passed by a 5-0 vote.

Commissioner Ervin Yes

Vice Mayor Kelley Yes

Commissioner Santiago Yes

Commissioner Bass Yes

Mayor Taylor Yes

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, ENTITLED “BOARDS, COMMISSIONS AND COMMITTEES”, DIVISION 2, ENTITLED “COMMUNITY RELATIONS, RECREATION AND ACTIVITIES BOARD” SECTION 2-479 THROUGH 2-480 TO CHANGE THE NAME OF THE BOARD TO “COMMUNITY RELATIONS, TEEN AND YOUNG ADULT ADVISORY BOARD”; SPECIFICALLY AMENDING SECTION 2-479 TO INCLUDE A FOCUS ON POLICIES, PROJECTS, AND EVENTS INVOLVING YOUTH, TEEN AND YOUNG ADULT PARTICIPATION; PROVIDING FOR A REQUIREMENT TO MAKE RECOMMENDATIONS ON INCREASING YOUTH, TEEN AND YOUNG ADULT PARTICIPATION AND IMPROVE COMMUNICATIONS; AMENDING SECTION 2-480 TO REQUIRE THAT THE TWO MEMBERS CHOSEN AT-LARGE MEMBERS SHALL BE BETWEEN THE AGES OF 16 AND 21 AND BE APPOINTED BY CERTAIN SCHOOL PERSONNEL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

Sponsored by City Manager

The above ordinance was read by Assistant City Attorney Cobb.

It was moved by Commissioner Bass, seconded by Commissioner Santiago, to discuss Agenda Item 16-A.3.

City Manager Lawson introduced the item and stated it was determined that several City boards had overlapping powers or struggled to meet quorum, particularly the Community Relations, Recreation, and Advisory Board and the Teen and Young Adult Advisory Board. To revitalize both, she recommended combining them to engage both older and younger residents. She explained the new structure would retain the Community Relations, Recreation, and Advisory Board name, include five members appointed by the City Commission, and add two young adult members between the ages of 16 and 21.

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

Vice Mayor Kelley stated the item needed to be amended to add the word “and” to the board’s title to accurately reflect both adult and youth participation. He explained that changing the title without the amendment would imply the board was limited to teens and young adults. He proffered a friendly amendment to the ordinance accordingly.

City Attorney Norris-Weeks confirmed an amendment was required to revise the title to “Teen, Young Adult, and Community Relations Advisory Board.” She stated the

amendment would ensure the board's full name reflected both youth and adult representation.

It was moved by Vice Mayor Kelley, seconded by Commissioner Ervin, to change the name to "Teen, Young Adult, and Community Relations Advisory Board."

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

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

It was moved by Mayor Taylor, seconded by Commissioner Bass, to amend the motion by removing the language about board members to be appointed by Miami-Dade County Public Schools personnel.

Mayor Taylor clarified the board would follow the same appointment and operational process currently used for other city boards.

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

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

There being no additional discussion, the motion to approve the ordinance, as amended, 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):

There were none.

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

City Manager Lawson reported that after the last City Commission meeting, staff contacted the Miami-Dade County Traffic Division on October 9, provided crash data, and secured approval for the stop signs at Jann Avenue and Ahmad Street. She stated staff acted quickly on resident and City Commission concerns, and the signs were installed.

Mayor Taylor echoed Commissioner Santiago's remarks and commended City Manager Lawson and staff for their persistence in securing the new stop signs, noting it had been a challenging process. Mayor Taylor also reminded City Commission members to schedule their individual meetings with auditors for the efficiency audit, emphasizing its importance in moving the City toward release from financial oversight. He joined in praising the new street sweeper and thanked City Manager Lawson and staff for their continued efforts to improve city operations and appearance.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

Vice Mayor Joseph L. Kelley

- **Fiscal Responsibility & Accountability**
- **Miami-Dade MOU**

Commissioner Bass shared that she was recently stopped by Opa-locka Police while her husband was driving and said the officers conducted themselves professionally. She stated they followed proper procedures, were courteous, and represented the City well, adding she was proud of their professionalism and service.

Commissioner Santiago thanked everyone involved in the successful Conga Locka event, stating it would continue to grow each year as an annual City celebration. He also reminded the community about the dedication ceremony honoring Vice Mayor Timothy Holmes, scheduled for the following evening at 6 p.m. in front of 780 Fisherman Street. He encouraged all residents to attend and join in recognizing Vice Mayor Holmes' service to the City of Opa-locka.

Vice Mayor Kelley emphasized fiscal responsibility as the City works to exit financial emergency status and urged all City Commission members to meet with auditors. He requested an update on Miami-Dade County MOUs to regain local control over services like code enforcement and solid waste. He thanked staff following recent department ride-alongs and highlighted community events, including monthly bingo, the student mock commission meeting at Dr. Robert Ingram Elementary, and Florida City Government Week. He also announced the upcoming Feeding South Florida distribution and encouraged resident participation.

Commissioner Ervin thanked everyone who supported the recent trip to *The Wiz* musical, calling it a great experience for local youth. She announced the “Grown Folks Night Out” R&B event on November 15 at Ingram Park and upcoming food distributions at Segal Park this Friday and Sherbondy Park on November 5. She invited residents to attend the Opa-locka Hurricanes Homecoming festivities and parade on Saturday and the City’s Halloween celebration. She also praised the improvements at Sherbondy Park, especially the new basketball court.

Mayor Taylor thanked the Police Department and City Manager Lawson for supporting the Police Explorers’ visit to the House of Horror and those who attended the Mayor’s Quarterly Business Luncheon, where the Opa-locka Chamber of Commerce was launched. He praised the success of the Conga Loca event and announced the Cancer Awareness event on October 24 at Sherbondy Village as part of the Opa-locka Healthy Initiative. He invited residents to City Hall on Wheels: Miami-Dade County Edition on October 29 at Historic City Hall for on-site county services and encouraged attendance at the Miami-Dade Transit Development Plan meeting at Sherbondy Village.

20. OFFICIAL BOARD APPOINTMENTS:

Mayor Taylor noted two board applications had been received and questioned one applicant’s eligibility due to a listed address outside Opa-locka. City Clerk Flores explained the applicant had initially applied for the Teen and Young Adult Board but, after learning it was being repealed, requested appointment to the Charter Review Board as an at-large member, which does not require residency. Mayor Taylor stated he preferred board appointments remain limited to Opa-locka residents, acknowledging that his colleagues could decide otherwise.

Commissioner Santiago concurred with Mayor Taylor.

21. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Vice Mayor Kelley seconded by Commissioner Santiago, to adjourn the meeting at 7:13 p.m.

John H. Taylor, Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT TO DECLARE SENATE BILL 180 PERTAINING TO THE IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY LAND USE AND ZONING REGULATIONS UNCONSTITUTIONAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 26, 2025, Senate Bill 180 ("SB 180"), titled "Emergencies," was signed into law by Governor Ron DeSantis and became effective immediately as Chapter 2025-190, Florida Statutes; and

WHEREAS, SB 180 includes restrictions on county or municipal regulations after certain natural emergencies. In particular, SB 180 provides that each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR1323 4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt: a) any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; b) more restrictive or burdensome amendments to its comprehensive plan or land development regulations; or c) more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order; and

WHEREAS, these provisions apply retroactively from August 1, 2024, through October 1, 2027. Additionally, a county listed in a federal disaster declaration located entirely or partially within 100 miles of the track of a hurricane, or a municipality located within such a county, for one year after a hurricane makes landfall, may not propose or adopt: a) a moratorium on construction, reconstruction, or redevelopment of any property; b) a more restrictive or burdensome amendment to its comprehensive plan or land development regulations; or c) a more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, development permit, or development order; and

WHEREAS, SB 180 is inclusive of all amendments even if such amendments, regulations, or procedures are in no way related to any hurricane or other emergency, even if such amendments, regulations, or procedures were duly enacted prior to the enactment of SB 180; and

WHEREAS, SB 180 also bans local moratoria on construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe; and

WHEREAS, the City Commission finds SB 180's imposition of a blanket statewide prohibition on local home rule authority over land use and zoning to be unconstitutional and seeks participation in a lawsuit that seeks the prohibition of SB 180'S imposition; and

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") finds that authorizing participation in a lawsuit seeking, among other things, to declare SB 180's provisions unconstitutional and to prohibit its enforcement is in the best interest of the City and its residents.

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 to participate in a lawsuit seeking, among other things, to declare Senate Bill 180's statewide prohibition on the exercise of home rule authority unconstitutional.

Section 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

City Manager:	Sha'mecca Lawson			CM Signature:			
Commission Meeting Date:	10.22.2025		Item Type:	Resolution	Ordinance		Other
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex:		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		City Commission				

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING PARTICIPATION IN A LAWSUIT TO DECLARE SENATE BILL 180'S (SB 180) IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY LAND USE AND ZONING REGULATIONS AS UNCONSTITUTIONAL.

Staff Summary:

On June 26, 2025, Senate Bill 180 ("SB 180"), titled "Emergencies," was signed into law by Governor Ron Desantis and became effective immediately as Chapter 2025-190, Florida Statutes. Section 28 of SB 180 prohibits all local government-initiated ordinances that impose "more restrictive or burdensome" comprehensive plan amendments, land development regulations, or procedures

concerning review, approval, or issuance of site plans, development permits, or development orders (collectively, "Land Use and Zoning Regulations") for the period commencing retroactively from August 1, 2024, through October 1, 2027. It is inclusive of all amendments even if such amendments, regulations or procedures are in no way related to any hurricane or other emergency and even if such amendments, regulations, or procedures were duly enacted prior to the enactment of SB 180. It also bans local moratoria on construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe. The sponsor finds this to be unconstitutional and desires to propose participation in a lawsuit that seeks the prohibition of SB 180'S imposition.

Financial Impact: Participation in a lawsuit against this State Statute may result in legal fees of an unknown amount or trigger other issues.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING THE CITY OF OPA-LOCKA'S 2026-2027 LEGISLATIVE PRIORITY LIST, ATTACHED HERETO AS COMPOSITE EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, annually, the City Commission of the City of Opa-Locka prioritizes funding requests to be included in the State budget through the legislative appropriation process; and

WHEREAS, City of Opa-Locka ("City") representatives at the State level in both chambers, the House and Senate, sponsor projects of interest to the municipal governments they represent; and

WHEREAS, the City Manager has formalized the funding prioritization and is seeking approval from the City Commission; and

WHEREAS, upon adoption, the City Manager shall be authorized to take all necessary action to carry forward the intent of this resolution; and

WHEREAS, the City Commission of the City of Opa-Locka, Florida finds it in the best interest of the City and its residents to adopt the 2026-2027 Legislative Priority List.

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

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. Adoption of 2026-2027 State Legislative Priority List. The City of Opa-Locka's 2026-2027 State Legislative Priority List, attached hereto as Composite Exhibit "A", is hereby adopted. The City Manager is authorized to take all action necessary to implement the purpose of this Resolution, including transmittal to the proper agencies.

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

Sponsored by: City Manager

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:	11.12.2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept)</i> Ex: N/A See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
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:	City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA ADOPTING THE CITY'S 2026-2027 LEGISLATIVE PRIORITY LIST AND FURTHER AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO EXECUTE THIS RESOLUTION.

Staff Summary:

Annually, the City Commission prioritizes funding requests to be included in the State budget through the appropriation process. City representatives at the State level in both chambers, the House and Senate, sponsor projects of interest to the municipal governments they represent. City Administration has formalized the funding prioritization and is seeking approval. Upon adoption, the City Manager shall be authorized to take all necessary action to execute this resolution.

Financial Impact: This initiative enhances the City's ability to secure specialized funding opportunities that may be unavailable. Access to these funds could improve the City's financial standing by alleviating the burden on capital expenditures. However, in cases where the funding is structured as a match-grant, the City may be obligated to cover a percentage of the project's costs as a matching requirement. This co-funding obligation could strain the City's budget, potentially requiring reallocation of resources or additional financial planning to mitigate the impact.

Proposed Action:

Staff recommend the City Commission adopts the 2026-2027 legislative priority list and authorizes the City Manager to take all necessary steps for execution.

Attachment:

Legislative Priority List

[illegible]

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CITY OF OPA-LOCKA



STATE LEGISLATIVE PRIORITY REQUEST 2026 - 2027

City Of Opa-locka 780 Fisherman Street, Opa-locka, FL 33054

CITY OF OPA-LOCKA

STATE LEGISLATIVE PRIORITY LIST

Ingram Park Sports Hub	\$3,500,000.00
Police Department Upgrades	\$500,000.00
Sherbondy Park Improvements	\$1,500,000.00
Surveillance Monitoring Cameras Citywide	\$250,000.00
Stormwater and Roadway Improvements	\$2,719,900.00
Drinking Water Distribution Improvements	\$2,816,000.00
Wastewater System Improvements	\$2,024,000.00
Pump Stations Upgrade and Rehabilitation	\$3,000,000.00
Finance Department ERP System Replacement	\$1,571,287.00



City of Opa-locka

2026 State Legislative Request Package

Background Information

The City of Opa-locka originated as a “Moorish” real estate development community. Founded in 1925 by Glenn H. Curtiss, a pioneer aviator, airplane manufacturer, and real estate developer, the City was incorporated a year later. The name Opa-locka, derived from the Seminole Indian word Opatishawockalocka, means “big island covered with many trees in the swamp.” The City’s design was based on the Arabian Nights theme, with streets that bear names such as Sabur Lane, Sultan Avenue, Ali Baba Avenue, and Sesame Street. Curtiss and his architect, Bernhardt Muller, built 105 buildings in the Moorish Revival style—making Opa-locka home to the largest collection of this architecture in the Western Hemisphere. Twenty of these buildings are currently listed on the National Register of Historic Places.

The original town included an airport, where Curtiss operated a flight school, and later a Navy base that functioned through the 1950s. Opa-locka Airport also holds a special place in history as the site where Amelia Earhart began her historic 1937 flight to circumnavigate the globe. Today, the City includes a diverse mix of industrial, residential, and commercial properties surrounding the airport. Its iconic Historic City Hall, now under comprehensive restoration, stands as a symbol of civic pride and renewal—serving as the anchor for future infrastructure and cultural investment projects.

The City spans 4.2 square miles in northeast Miami-Dade County and is home to more than 16,900 residents and approximately 1,600 businesses. In recent years, Opa-locka has seen a resurgence of interest in housing, industrial, and mixed-use redevelopment. However, the realization of these opportunities remains contingent upon modernizing and maintaining essential public infrastructure—particularly in the areas of water, wastewater, and stormwater management systems, many of which date back more than half a century.

Opa-locka’s aging stormwater, drinking water, and wastewater systems present ongoing challenges. Deteriorated clay gravity pipes, outdated pump stations, and limited drainage



infrastructure pose both environmental and health risks, including potential contamination of the groundwater table. Frequent flooding and sewage overflows further exacerbate these issues, creating risks for both residents and businesses. Without comprehensive rehabilitation to meet modern water quality standards, these conditions could lead to serious public health consequences and impede future economic growth.

Recognizing these challenges, Opa-locka officials are implementing a comprehensive strategic plan designed to chart the City's course for sustainable growth, resilience, and equity. This plan emphasizes infrastructure modernization, environmental restoration, fiscal accountability, and quality-of-life investments. City leaders are leveraging best practices in land use, transportation, and public policy to create a stronger foundation for economic development and community well-being.

In this Legislative Request for the 2026–2027 Session, the City of Opa-locka presents a unified vision that not only addresses critical infrastructure needs but also invests in people, recreation, and safety. Alongside major water-quality and drainage improvements, the City is introducing new Quality of Life and Public Safety Initiatives, including: Ingram Park Sports Hub; Sherbondy Village Park Improvements; and Police Department Upgrades.

Together, these new projects complement ongoing priorities such as drinking water distribution upgrades, wastewater rehabilitation, pump station modernization, flood mitigation, and ERP system replacement. Each initiative supports the City's broader vision of equity, safety, and resilience—improving the daily lives of residents, protecting the environment, and enhancing the City's capacity for sustainable growth.

The FY 2026–2027 Legislative Request Package therefore reflects a comprehensive and balanced strategy—investing in essential infrastructure, community facilities, and public safety enhancements that collectively advance Opa-locka's commitment to fostering a vibrant, healthy, and inclusive city for current and future generations.



CITY OF OPA-LOCKA BOUNDARY MAP

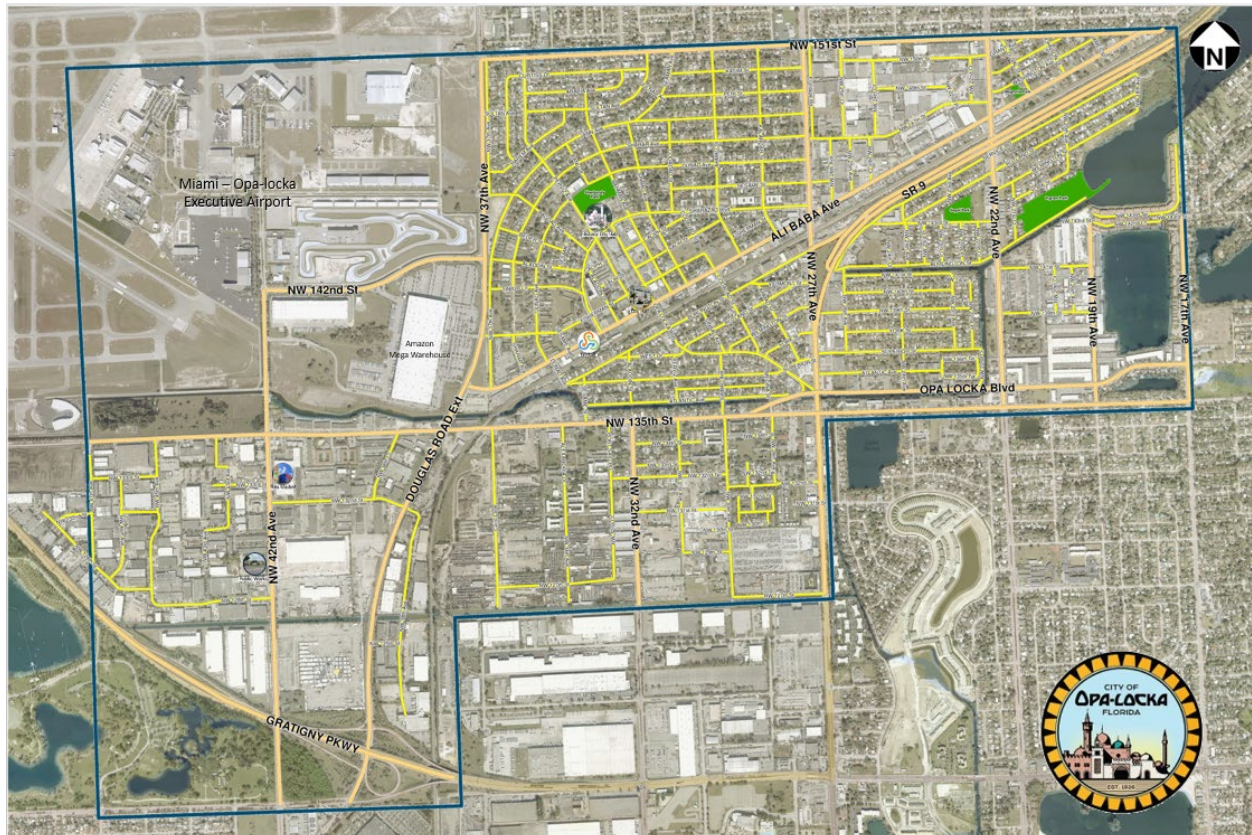




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Summary of Key Legislative Requests:

1. Ingram Park Sports Hub Development Phase I

- Objective: transform Ingram Park into a premier multi-purpose sports hub, designed to serve as the City's flagship recreation and youth development complex.

2. Sherbondy Village Park Improvements

- Objective: Sherbondy Village Park improvements will create a safe, energy-efficient, and inclusive recreation venue that expands programming opportunities, enhances aesthetics, and supports the City's Centennial beautification goals.

3. Police Department Upgrades

- Objective: Renovations will establish physical separation between the Police Department and public areas, reduce risk exposure for staff and visitors, and improve accessibility for individuals with disabilities.

4. Drinking Water Distribution System Improvement

- Objective: Modernize the City's water infrastructure by reducing water loss, improving flow and quality, and ensuring regulatory compliance through pipe replacements and system upgrades.

5. Citywide Surveillance System

- Objective: These cameras will serve as a deterrent against criminal behavior, making potential offenders more hesitant to commit crimes, and provide Opa-locka law enforcement with real-time information that is crucial for effective intervention, leading to more timely arrests and resolutions.

6. Wastewater System Improvements

- Objective: Rehabilitate the aging wastewater infrastructure to reduce inflow and infiltration, lower environmental risks, and enhance compliance with regulatory standards.



7. Pump Station 11C and Pump Station 12 Upgrades

- Objective: Modernize these pump stations to ensure reliable wastewater management during adverse weather, reducing public health risks from sewage overflows and enhancing operational resilience.

8. Flood Mitigation Projects for NW 132nd Street

- Objective: Implement closed drainage systems with emergency overflow to mitigate severe flooding, protect public safety, and improve environmental health in these flood-prone areas.

9. ERP System Modernization for Finance Department

- Objective: Deploy a new ERP system to streamline financial reporting, operational management, and departmental coordination across finance, HR, and potential utility billing functions.

These project proposals detail the scope, system analysis, and anticipated community benefits, underscoring the City of Opa-locka's commitment to creating a safer, healthier, and more resilient environment for its residents. Legislative funding for these initiatives is essential to support the city's strategic vision and meet current and future infrastructure demands.



Ingram Park Sports Hub Development Phase I

The City of Opa-locka seeks legislative funding to transform Ingram Park into a premier multi-purpose sports hub, designed to serve as the City's flagship recreation and youth development complex. The project will include a synthetic-turf football/soccer field with dual striping, an eight-lane running track, Musco-type LED lighting, digital scoreboard, team and restroom building renovation, ADA-compliant pathways, parking and wayfinding improvements, shade structures, and CCTV-enabled security enhancements.

Purpose and Justification:

Opa-locka's growing youth population has outpaced the availability of safe, regulation-grade recreation facilities. Ingram Park's location—adjacent to schools, neighborhoods, and the Tri-Rail station—makes it ideal for community access and regional sports programming. The City's goal is to establish a Sports Hub that promotes healthy lifestyles, nurtures local talent, and stimulates economic and social vitality through tournaments, training, and cultural events.

Scope of Work:

- Installation of synthetic multi-sport turf and 8-lane running track
- Sports lighting, sound, and scoreboard systems
- Drainage upgrades, bleacher access, and ADA improvements
- Building refurbishments for team rooms, storage, and concessions
- Expanded parking, landscaping, and gateway signage

Alignment with Strategic Priorities:

This project advances the City's "Quality of Life and Resilience" goal outlined in the Strategic Plan and complements the Vision Zero and Active Mobility initiatives by promoting safe, inclusive recreational environments.

Project Cost: \$3,500,000





Police Department Upgrades

The City of Opa-locka seeks state assistance to renovate and reconfigure its Police Department facility within City Hall to meet modern operational and safety standards. The current configuration shared with public offices and a special-needs school poses security, privacy, and functional limitations for law-enforcement operations.

Purpose and Justification:

This project will modernize the City's public-safety infrastructure by creating a secure, efficient environment that meets contemporary standards for processing, evidence handling, interrogation, and records management. Renovations will establish physical separation between the Police Department and public areas, reduce risk exposure for staff and visitors, and improve accessibility for individuals with disabilities.

Scope of Work:

Construction of controlled access zones and detention/processing areas
Interview and evidence rooms upgrade with security systems
HVAC, lighting, and ADA improvements
Interior reconfiguration for operational efficiency and safety

Alignment with Strategic Priorities:

Supports Opa-locka's Public Safety and Government Efficiency goals by addressing facility deficiencies, enhancing emergency readiness, and reinforcing accountability and service excellence.

Project Cost: \$500,000



Sherbondy Village Park Improvements

The City of Opa-locka requests state funding to upgrade Sherbondy Village Park, one of its most active recreational and community facilities. The project will include replacement of outdated lighting systems with high-efficiency LED sports lights, installation of synthetic-turf athletic fields, and construction of ADA-accessible restroom facilities to support increased park usage.

Purpose and Justification:

Sherbondy Village serves as the City's civic heart home to youth leagues, senior fitness, cultural events, and family activities. However, deteriorated infrastructure and outdated lighting restrict evening programs and increase maintenance costs. The proposed improvements will create a safe, energy-efficient, and inclusive recreation venue that expands programming opportunities, enhances aesthetics.

Scope of Work:

Removal of damaged lighting and poles; installation of new LED fixtures with smart controls.

Excavation and replacement of field turf with eco-friendly, permeable synthetic surfacing.

Drainage and base improvements for field longevity.

Construction of ADA-compliant restrooms and minor site upgrades.

Alignment with Strategic Priorities:

Supports Opa-locka's Parks and Open Space Revitalization Plan and reinforces the City's ongoing Beautification and Centennial Celebration initiatives to enhance livability, equity, and community identity.

Project Cost: \$1,500,000





Citywide Police Surveillance Camera System

The City of Opa-locka seeks legislative funding for the purchase and installation of **75 police surveillance cameras** as part of a citywide public safety initiative. This project aims to enhance security coverage across major intersections, public facilities, and high-traffic corridors. The system will provide real-time monitoring capability to law enforcement, supporting rapid response and coordinated crime prevention efforts throughout the City.

Purpose and Justification:

The purpose of this initiative is to strengthen public safety and deter criminal activity by establishing a reliable and modern surveillance infrastructure. The presence of strategically placed cameras acts as a visible deterrent to potential offenders, while the system's real-time data feed enables immediate law enforcement response. The collected data also supports long-term crime analysis, allowing the Police Department to identify patterns, allocate resources more effectively, and maintain a proactive policing strategy.

Scope of Work:

- Purchase and installation of **75 high-definition surveillance cameras** with integrated motion and night-vision capability.
- Establishment of a **centralized monitoring and command station** within the Opa-locka Police Department.
- Network connection and system integration with existing public-safety infrastructure.
- Ongoing maintenance, data storage, and cybersecurity provisions.

Alignment with Strategic Priorities:

Supports the City's **Public Safety and Community Trust Initiative** by integrating technology-driven solutions that foster transparency, accountability, and long-term safety improvements.



Wastewater System Improvements Project

The City of Opa-locka's sanitary sewer collection is comprised of approximately 183,000 linear feet of gravity collection piping with maintenance access manhole structures interspaced throughout the system. The transmission infrastructure comprises approximately 42,300 linear feet of piping and 20 lift stations.

A. SERVICE AREA GRAVITY SYSTEM REPAIRS

The existing system, which serves various city entities, includes 183,000 feet of gravity-fed sewer pipes and 42,300 feet of transmission piping with 20 lift stations. Frequent maintenance needs and operational inefficiencies highlight the need for structural upgrades. The project will primarily use cured-in-place pipe (CIPP) technology, a minimally invasive method that lines old pipes with a new, corrosion-resistant interior, reducing environmental risks and inflow issues. Benefits include enhanced pipe integrity, reduced infiltration, minimal surface disruption, extended system life, and regulatory compliance.

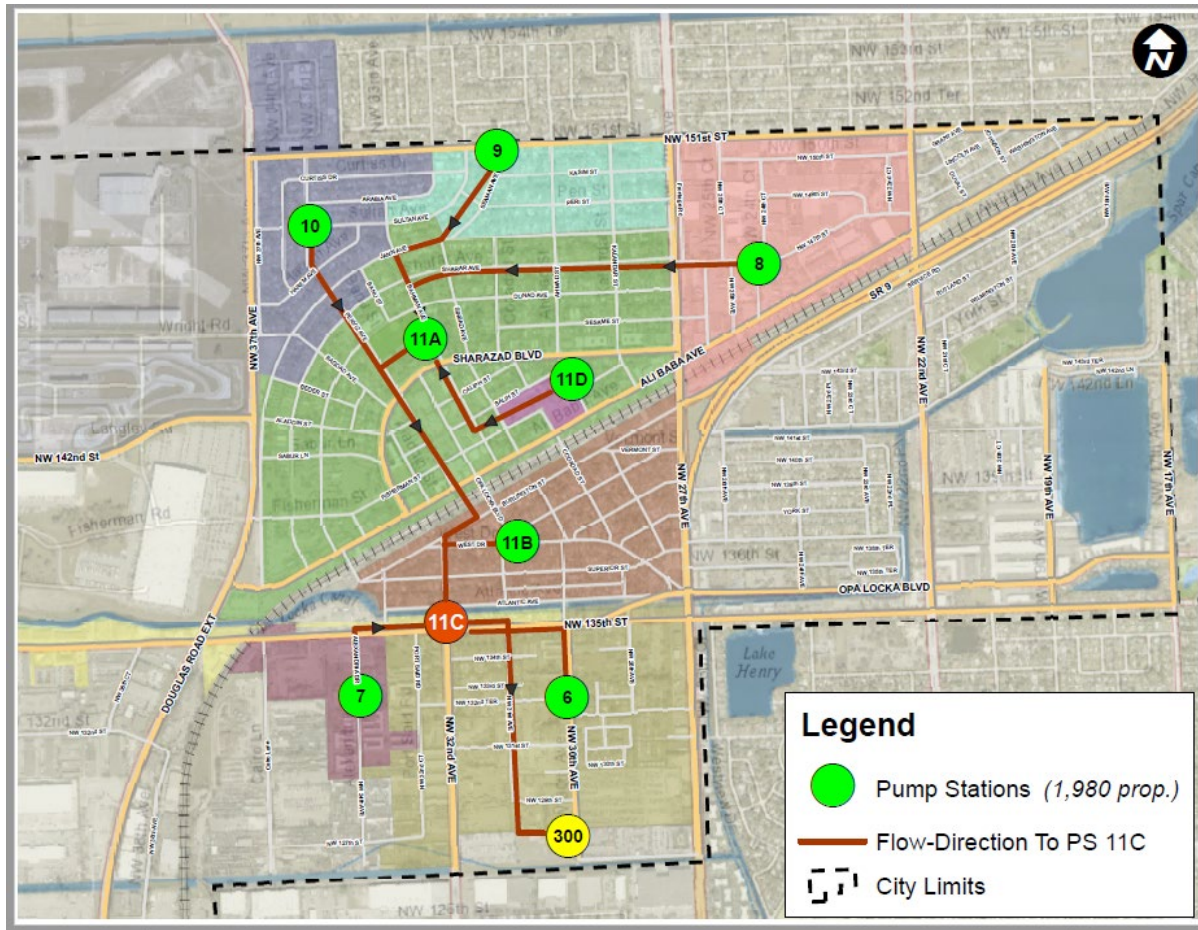
Project Cost: \$2,024,000.00

B. Pump Stations Upgrade and Rehabilitation Projects

Pump Station PS-11C Upgrade and Rehabilitation Project

The City of Opa-locka seeks \$1.5 million in legislative funding to upgrade Pump Station PS-11C, the master station handling wastewater from eight satellite stations. The outdated equipment at PS-11C has failed multiple times during severe weather, risking sewage overflows and posing public health hazards. The project includes installing three high-efficiency pumps to handle peak loads, modernizing electrical systems, and enhancing backup power for reliable operation in extreme conditions. Structural improvements will protect against flooding, and upgrades will increase system resilience, reduce environmental risks, and lower long-term costs. This funding will ensure reliable wastewater management for the community.

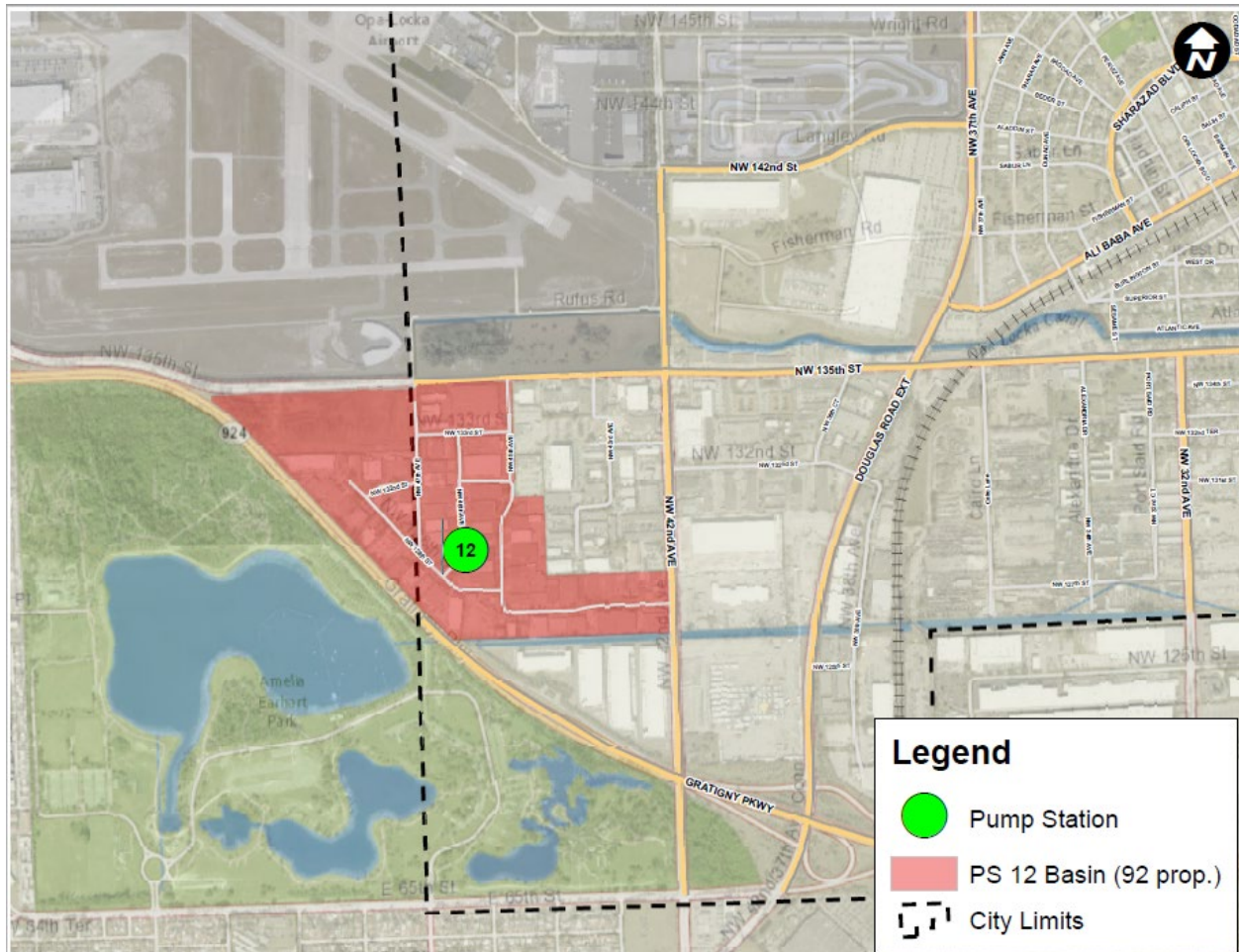
Project Cost: \$1,500,000.00



Pump Station 12 Rehabilitation Project

The City of Opa-locka seeks \$1.5 million in legislative funding to modernize Pump Station 12, a crucial part of its wastewater system. The project will replace the existing station with a compact, submersible lift station, featuring a reinforced wet well, valve vault, elevated control panel, and upgraded piping to meet current flood and environmental standards. These improvements will enhance resilience, reduce maintenance needs, and support future sewer expansion. The funding will enable a sustainable solution that improves reliability, protects public health and the environment, and reduces long-term costs.

Project Cost: \$1,500,000.00





STORMWATER AND ROADWAY IMPROVEMENT PROJECTS

A. INTRODUCTION

The Stormwater and Roadway Improvement projects address a low-lying area within the City that does not contain an existing drainage system. Consequently, during the rainy season, this area has expansive flooding of the roadway, and often results in property damage to adjacent businesses and residential homes. These roads provide access to a health facility and other critical services for the community. The saturated soil, the low-lying conditions, and the higher water table are all factors that exacerbate the flooding and untreated stormwater worsens the City's water quality. The resultant ponding hastens mosquitoes, litter and potential contamination of the City's sanitary sewer system, creating a health hazard.

This funding would enable the City of Opa-locka to address this flooding and associated issues by constructing an adequate stormwater drainage system, reduce pollution and provide adequate treatment of runoff discharge for improved water quality. The elimination of the flooding conditions would also serve to reduce the traffic concerns that are created when certain areas of the streets become impassable.

B. EXISTING CONDITIONS

Opa-locka over the years has suffered from significant flooding costing millions of dollars in damages to residents and businesses. Opa-locka's existing stormwater system consists of a number of facilities that were built independently rather than a part of an integrated stormwater network. Even though the city has drainage canals, the sewers and drains were not designed to convey stormwater runoff into them. To address the designed flaws, the City developed a comprehensive Flood Mitigation Strategy (FMS) and stormwater planning documents that defined how to improve stormwater quality and minimize risk to lives and property from floods. This project is selected based on four criteria: potential environmental benefits and water quality improvements, community acceptance, flood protection effectiveness, and cost vs. benefit.



1.1 NW 132nd Street Flood Mitigation and Drainage Infrastructure Improvements Project (between NW 27th Avenue and NW 30th Avenue)

Flooding in NW 132nd Street disrupts the lives of the most vulnerable residents of Opa-locka, particularly seniors, students, and working adults. When streets become impassable during rainy and hurricane seasons, seniors are unable to reach critical medical appointments, students face unsafe and unreliable routes to school, and adults are hindered from commuting to work, jeopardizing their livelihoods. The stagnant floodwaters not only damage roads but also pose serious health risks, fostering mosquito-borne diseases that disproportionately affect the elderly and children. This is more than an infrastructure issue—it's a crisis impacting the community's safety, health, and daily life. Addressing these challenges through the proposed flood mitigation project will ensure that all residents, especially those most at risk, can move freely and safely, restoring a sense of security and dignity to their lives. Legislative funding for this initiative is vital to creating a resilient, thriving community.

The City of Opa-locka seeks \$3,500,000 in legislative funding to address the urgent drainage and flood management issues in NW 132nd Street, a densely populated area that includes a large proportion of vulnerable residents, including elderly individuals and students. This project will focus on developing an interconnected, closed drainage system with emergency overflow capabilities to protect the community, mitigate flood risks, and improve the quality of life and health for residents impacted by recurring flooding.

NW 132nd Street faces critical socio-demographic and infrastructure challenges, especially affecting vulnerable groups like the elderly and school children. The area's frequent flooding, even during minor rain, disrupts safe transit, particularly for students attending nearby schools, and poses serious health risks due to stagnant, contaminated water that promotes mosquito-borne diseases. The drainage system is outdated, poorly connected to canals, and fails to meet flood management needs, leaving key streets like NW 28th Ave, and Aswan Road (NW 30th Ave)., impassable and causing substantial roadway damage due to water and traffic stresses.



NW 132ND STREET



NW 132nd Street and Aswan Rd



The primary goals and objectives of this project are to improve stormwater quality by eliminating flooding and ponding on the roadways. The construction of a proper drainage system and realignment of the roads will eliminate health hazards, reduce pollution, and create a safe, usable roadway for residents, visitors, local employers, and employees of the city's local businesses. Improving the roadway network under this project will allow the City to protect against the negative economic impact of loss of business operations and migration.

Project Cost \$3,500,000.00



City of Opa-locka ERP System Replacement

The City of Opa-locka seeks \$1,571,287.00 in funding to support the deployment of a modernized Enterprise Resource Planning (ERP) system, which will enhance the City's financial, HR, revenue, and civic services management capabilities. This investment includes the potential addition of a Utility Billing (UB) module, should the City resume in-house billing currently handled by Miami-Dade County.

Project Overview and Justification:

1. ERP System Implementation:

- The City's current ERP infrastructure requires an upgrade to meet modern transactional standards, promote uniformity across departments, and enhance reporting accuracy. Through an updated five-year agreement with Tyler Technologies, the ERP system will be upgraded with core modules supporting finance, human resources, revenue, and civic services management.
- **Cost:** The base fiscal impact of the ERP update is \$1,401,885.00 for installation, licensing, and training services including Project Management Services with an additional per year services \$169,402.00

Benefits and Expected Outcomes:

The ERP update will enable uniform financial reporting, streamline citywide processes, and ensure future compatibility with best practices in municipal finance. This initiative will build a solid financial foundation for the City of Opa-locka, bolstering compliance, accuracy, and interdepartmental communication.

Project Cost \$1,571,287.00

RESOLUTION NO. 25-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO REJECT ALL PROPOSALS RELATED TO RFP NO. 25-0918200 FOR HISTORIC CITY HALL MANAGEMENT, MAINTENANCE, AND OPERATION; FURTHER AUTHORIZING THE CITY MANAGER TO ISSUE A NEW INVITATION TO BID (ITB) TO ENSURE CLARITY AND FAIR COMPETITION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka ("City") previously issued two separate Requests for Proposals (RFP) 25-0918200 for Historic City Hall Management, Maintenance, and Operation and RFP 25-0917200 for Historic City Hall Innovative and Sustainability Plans; and

WHEREAS, both solicitations were publicly advertised around the same time period and shared overlapping language concerning management, operation, and maintenance responsibilities of the Historic City Hall building; and

WHEREAS, as a result, prospective proposers raised concerns and submitted documentation that reflected varying interpretations of the intended scope. This overlap had the potential to cause confusion during evaluation and contract award; and

WHEREAS, the City Manager recommends that the City Commission reject all bids and authorize the City Manager to re-advertise a new solicitation, focused solely on management, maintenance, and operation to ensure procedural clarity and fairness; and

WHEREAS, with the need for a new solicitation, a budget amendment will be prepared to continue security services for another three months through the end of April to allow an orderly transition, with a cost of Eight Thousand Dollars (\$8,000.00) per month for which the City Commission desires to approve; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to reject all proposals in relation to Request for Proposals (RFP) 25-0918200 for Historic City Hall Management, Maintenance, and Operation and authorize the

City Manager to issue a new solicitation with clarified scope and evaluation criteria for the management, maintenance, and operation of Historic City Hall.

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

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

Section 2. Approval of Rejection of RFP Bids. The City Commission of the City of Opa-Locka hereby authorizes the City Manager to reject all proposals in relation to Request for Proposals (RFP) 25-0918200 for Historic City Hall Management, Maintenance, and Operation and authorize the City Manager to issue a new solicitation with clarified scope and evaluation criteria for the management, maintenance, and operation of Historic City Hall.

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

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

PASSED and ADOPTED this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

City Manager:	Sha'mecca Lawson		CM Signature:		
Commission Meeting Date:	11.12.2025		Item Type:	Resolution	Ordinance
			(Enter X in box)		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	
				2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes	
				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 REJECT THE PROPOSALS FOR RFP NO. 25-0918200 – HISTORIC CITY HALL MANAGEMENT, MAINTENANCE, AND OPERATION – AND TO ISSUE A NEW INVITATION TO BID TO ENSURE CLARITY AND FAIR COMPETITION.

Staff Summary:

The City Commission approved the issuance of RFP No. 25-0918200 to solicit competitive proposals for the Management Maintenance and Operation of Historic City Hall. The City Administration believes it is in the best interest of the City to reject all bids and direct staff to re-advertise a new solicitation to ensure procedural clarity and fairness.

BACKGROUND INFORMATION:

The City issued two separate Requests for Proposals related to the Historic City Hall facility:

1. **RFP 25-0918200 – Historic City Hall Management, Maintenance, and Operation**, and

2. **RFP 25-0917200 – Historic City Hall Innovative and Sustainability Plans.** *(no proposals were submitted.)*

Both solicitations were publicly advertised around the same period and shared overlapping language concerning management, operation, and maintenance responsibilities of the Historic City Hall building.

As a result, prospective proposers raised concerns and submitted documentation that reflected varying interpretations of the intended scope. This overlap had the potential to cause confusion during evaluation and contract award.

To maintain transparency, consistency, and compliance with public procurement regulations, staff recommends rejecting all proposals received under RFP 25-0918200 and proceeding with a new solicitation that clearly delineates the operational scope.

- The simultaneous issuance of two similar RFPs created **ambiguity in scope** and **potential inequity** among respondents.
- Rejecting and re-advertising the solicitation ensures **clear communication** of expectations and **equal opportunity** for all vendors.
- The City's best interests are served by reissuing a **new Invitation to Bid (ITB)** focused solely on management, maintenance, and operation.

PROPOSED ACTION

Authorize the City Manager to:

1. Reject all proposals received under RFP No. 25-0918200; and
2. Direct the Procurement Division to issue a **new Invitation to Bid (ITB)** for *Historic City Hall Management, Maintenance, and Operation* with revised language clarifying the scope, evaluation process, and deliverables.

Financial Impact: The FY 26 Adopted Budget had assumed that Historic City Hall would be under third party management by the end of January. Included in this assumption was that security services for the building would no longer be a City responsibility at that time. The budget included \$32,000 for this service at \$8,000 per month for the first four months of the fiscal year. With the need for a new solicitation, a budget amendment will be prepared to continue security services for another three months through the end of April to allow an orderly transition.

Proposed Action:

Staff recommends that the City Commission adopt the attached resolution authorizing the rejection of all proposals received under RFP No. 25-0918200 and approve issuance of a new Invitation to Bid with revised scope for clarity and fairness purposes.

Attachment(s):

- RFP 25-0918200 – Historic City Hall Management, Maintenance, and Operation (Reference)
- RFP 25-0917200 – Historic City Hall Innovative and Sustainability Plans (Reference)
- ITB Historic City Hall Management, Maintenance, and Operation

CITY OF OPA-LOCKA



RFP: 25-0918200

Request for Proposals (RFP)

**Historic City Hall Management, Maintenance, and
Operation**

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ADVERTISEMENT



RFP 25-0918200

The sealed proposal for Historic City Hall Management, Maintenance, and Operation Services for the City of Opa-locka must be received at the City Clerk's Office on **Thursday, September 18, 2025, by 2:00 p.m.**

Proposals may be submitted via one of two methods:

1. Electronic Submission via DemandStar: Proposals may be submitted through www.demandstar.com (e-bid) by 2:00 p.m. ET on the designated due date. The City strongly prefers and encourages electronic submissions.
2. Submission via Postal Mail: Sealed proposals may be submitted via mail to the address below by 2:00 p.m. ET on the due date. Any Request for Qualifications (RFP) package that arrives after the specified closing time will be returned unopened.

Instructions for Postal Mail Submission:

Please submit one (1) original proposal, six (6) copies, and one copy of the proposal package on a USB flash drive in PDF format. All materials should be enclosed in sealed envelopes or packages. The envelopes or packages must be addressed to the City Clerk's Office, City of Opa-locka, Florida, and marked as follows: RFP 25-0918200 Historic City Hall Management, Maintenance, and Operation Services.

Mailing Address:

City of Opa-locka
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com. The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that Proposer(s) whose proposal best complies with the **RFP NO: 25-0918200** requirements.

A mandatory site visit walkthrough is scheduled for **Monday, August 18, 2025, at 11:00 AM**. The meeting will take place at Opa-locka Historic City Hall, which is located at **777 Sharazad Blvd, Opa Locka, FL 33054**.

Joanna Flores
City Clerk

PART I
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is seeking proposals from experienced and qualified firms or individuals for professional Historic City Hall Management, Maintenance, and Operation Services.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail; however, it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all the proposals by 2:00 pm (ET) on TBA. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFP NO. 25-0918200 – **HISTORIC CITY HALL MANAGEMENT, MAINTENANCE, AND OPERATION SERVICES**. This package shall also include the Proposer’s return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 30 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk’s Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611, Option 1, before the proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an original and six (6) copies (a total of 7) plus one copy on USB Flash Drive in PDF format of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail, or any other mode of delivery.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Request for Qualifications. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer’s ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk and or the Procurement Officer will receive written requests for clarification concerning the meaning or interpretations of the RFP. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee other than the City’s Purchasing Officer is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addenda: The City may record its response to inquiries and any supplemental instructions in the form of a written addenda. The City may post addenda on the City's website up to five (5) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Officer through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed and evaluated by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Proposer proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. All legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.

1-9. Selection Process: The proposals will be evaluated and assigned points. The Proposer with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office for all news releases or other publicity pertaining to this RFP or the service, study, or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage. In the event the Proposer is a governmental entity or self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified to operate as a lobbying firm in the State of Florida at the time of RFP submittal. The proposal of any Proposer which does not meet these criteria shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of people and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka, Miami-Dade County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for work, goods, or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to Proposers with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a Proposer that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the Request for Proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days after the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be initiated by the delivery to the contractor at least five (5) working days before the effective date of the Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment to the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

1-20. Cone of Silence: This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-locka's Code of Ordinances. A cone of silence shall be applicable to all City staff, the Mayor and City Commission and its staff, the City Attorney and his/ her staff, the City Clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFP), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

Insurance Requirements

The selected proposer must maintain comprehensive insurance coverage throughout the term of the agreement, including but not limited to:

- **Commercial General Liability Insurance:**
Minimum coverage of **\$1,000,000 per occurrence** and **\$2,000,000 aggregate** for bodily injury, personal injury, and property damage.
The City must be named as an **Additional Insured**.
- **Property Insurance:**
Coverage for damage, theft, or loss of any equipment, furnishings, or improvements within the building.
It must include coverage for fire, vandalism, and natural disasters.
- **Workers' Compensation Insurance:**
Coverage compliant with state law for all employees of the proposer.
Employers' Liability coverage of at least **\$500,000 per incident**.
- **Automobile Liability Insurance (if applicable):**
Minimum coverage of **\$1,000,000 per occurrence** for any vehicles used in the operation of the facility.
- **Umbrella/Excess Liability Coverage:**
Minimum of **\$2,000,000** in additional coverage beyond general liability limits.
- **Professional Liability Insurance (if applicable):**
If the proposer provides specialized professional services, such as consulting or educational programming, they must carry **\$1,000,000 in professional liability insurance**.
- **Indemnification Clause:**
The proposer agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any claims, liabilities, damages, or expenses arising from the proposer's operations or negligence.

All insurance policies must be provided by insurers licensed to operate in the state and must remain in force for the duration of the agreement. Proof of insurance coverage must be submitted to the City before contract execution and must be updated annually.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	8/8/2025	
Pre-Bid (site visit)	8/18/2025	
Written Questions Due	8/26/2025 @ 5:00pm Email questions to ibergel@opalockafl.gov With Subject line "RFP No: Bid Questions"	
Response to Questions	9/4/2025 @ 5:00pm (ET)	
Due Date/Bid Opening	9/18/2025 @ 2:00 pm (ET)	
Evaluation Committee Meeting	TBA	
Award Recommendation	TBA	
Commission Approval	TBA	
Post Award	TBA	





PART II NATURE OF SERVICES REQUIRED

2-1 PURPOSE FOR SERVICES

The City of Opa-locka (City) is seeking proposals from qualified firms, organizations, or individuals to manage, maintain, and operate the Historic City Hall building in a manner that preserves its historical integrity while maximizing community and economic benefits. The selected proposer will be responsible for implementing the proposed adaptive reuse vision, including a museum, gift shop, event space, and mobile Moorish-themed coffee and tea shop. The selected entity will enter into an agreement with the City to ensure the facility remains publicly accessible, is well-maintained, and is utilized in a manner consistent with its historic designation and any applicable state funding conditions.

2.2 SCOPE OF SERVICES

General Facility Management & Operations

The selected proposer will be responsible for the daily operations of the Historic City Hall building, ensuring that it remains a functional, welcoming, and historically preserved public space. Responsibilities include:

Museum & Gift Shop Management

Oversee daily operations of the museum, including exhibits and educational programming. Manage inventory and sales in the gift shop, ensuring local and historic-themed products are featured.

Maintain financial records and provide periodic reports to the City.

Event Space Administration

Manage event bookings and operations, ensuring compliance with city policies.
Coordinate with event organizers, vendors, and local businesses.
Provide logistical support for private and public events.
Adhere to block-out dates designated by the City for municipal events.

Mobile Moorish-Themed Coffee & Tea Shop Installation and Oversight (Adjacent to the Building)

Facilitate the setup, operation, and maintenance of a mobile coffee and tea shop.
Ensure alignment with the City's cultural and historical branding.
Promote public engagement through hospitality services.

General Maintenance & Upkeep

The proposer will be responsible for routine and preventative maintenance of the building and its facilities within an annual budget of approximately \$60,000. Maintenance duties include, but are not limited to:

Building Maintenance & Repairs: Ensure the facility remains in good condition, addressing repairs promptly.

Custodial Services: Provide regular cleaning and janitorial services for all publicly accessible areas.

HVAC, Electrical & Plumbing Systems: Perform routine inspections, servicing, and emergency repairs as needed.

Landscaping & Exterior Maintenance: Maintain the surrounding area, ensuring it remains clean and visually appealing.

Security & Safety: Implement safety measures to protect visitors and assets, including security personnel, surveillance systems, and emergency response planning.

Historic Preservation Compliance: Follow guidelines for maintaining the historic character of the building, ensuring any repairs or alterations comply with state and federal preservation regulations.

Public Access & Special Conditions:**Public Accessibility:**

The building must remain accessible to the public during designated operating hours.
Entrance fees (if any) must be approved by the City and kept at a reasonable rate to encourage public engagement.
Any restrictions on access must be clearly communicated and justified.

City Event Block-Out Dates:

The City retains the right to reserve the facility for municipal events on predetermined block-out dates. The proposer must coordinate event scheduling to accommodate these City events without disruption. The City will provide an annual calendar of block-out dates in advance.

Compliance with Historic Preservation and State Funding Conditions:

All operations and maintenance must adhere to regulations associated with state and federal funding for historic rehabilitation. Any modifications, renovations, or repairs must comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
The proposer must submit reports demonstrating compliance with historic preservation

requirements.

Financial Management & Reporting:

The proposer must provide an annual budget and financial report to the City.

Revenue generated from operations must be reinvested into the facility's maintenance and programming.

The City reserves the right to audit financial and operational records as needed.

Community Engagement & Programming:

The proposer must develop educational and cultural programs aligned with the City's vision.

Partnerships with local schools, businesses, and cultural organizations are encouraged to enhance public engagement.

2.3 TERMS AND PERFORMANCE REVIEWS

The agreement shall commence upon the City's final execution. The initial term will be three (3) years, with a two (2) year renewal option based on performance.

Performance Review:

Performance will be reviewed annually based on key performance indicators, including facility maintenance, financial management, and public engagement metrics. Failure to comply with the agreement terms may result in termination.

PART III PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

The purpose of this response is to showcase the qualifications, competence, and capacity of the firm seeking to provide the services outlined in this RFP. Therefore, the qualifications will be prioritized over the presentation style. The technical response should demonstrate the qualifications of the individual or firm and the staff assigned to this project. Please include as much information as possible regarding qualifications and experience.

MINIMUM REQUIREMENTS

Interested proposers must submit a detailed proposal including:

- Organizational background and experience managing similar historic or public facilities.
- Operational plan for managing the facility, including staffing and programming.
- Maintenance plan and strategy for preserving the building's historic integrity.
- Proposed financial model, including projected revenue and expenses.
- Community engagement and programming approach.
- Compliance strategy for state and federal historic preservation requirements.

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposal for firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to no more than two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done

3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature from a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of people to be contacted for information or services if different from name of the person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 5 – Experience and Qualifications

3.2.5.1 Specify the number of years the Proposer has been in business.

3.2.5.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

3.2.6 Tab 8 – References (Client Reference Form)

Minimum of at least three organizations, preferably governmental agencies, for which Historic City Hall Management, Maintenance, and Operation Services have been provided in the past five years. Include the name of the organization, a description of the services, the length of the engagement, and name of contact person, including telephone number and email address.

3.2.7 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all the following forms and/or documents:

- Proposer Qualifications
- Certification Regarding Debarment and Suspension
- Drug Free Workplace Certification

- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verify Form
- Anti-Kickback Affidavit
- Client Reference Form

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY THE PROPOSER.

PART IV EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee will convene, review, and ultimately rank all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

4-2 EVALUATION CRITERIA

Proposals will be evaluated based on the cost and the structure that best meets the financing requirements of the City, as determined by the City in its sole discretion. Further, the City requests proposals that provide for the ability to prepay the Debt in whole or in part at any time without penalty.

Category	Weighted Points
Experience and Qualifications The extent to which the proposer demonstrates relevant experience and the qualifications of key personnel assigned to the project. This includes the firm's overall capacity to perform the required work, depth of expertise in similar projects, and the credential of project leaders and technical staff. Preference will be given to proposers with a proven track record in similar scopes, scales, and community settings.	30%
Financial and Operational Feasibility Assessment of the proposer's financial stability, budget rationale, and the practicality of their proposed timeline and resource allocation. This includes a review of cost efficiency, alignment of budget with deliverables, and the proposer's ability to complete the project within the proposed schedule and available funding.	25%
Approach to Historic Preservation and Compliance Proposer's methodology and approach in providing services in all the subject areas and issues as identified in the RFP. Proposer's understanding of City of Opa-Locka and experience on key City Issues.	20%

Community Impact and Engagement Strategy The strength and creativity of the proposer’s plan for engaging the community throughout the project. This includes inclusivity, public communication strategies, outreach to stakeholders, and potential for generating positive and lasting community impact.	15%
References and Past Performance Quality and relevance of past performance on similar projects as verified through references. The evaluation will consider client satisfaction, the proposer’s ability to meet timelines and budgets, and overall reliability and professionalism as evidenced by prior engagements.	10%
TOTAL	100%

4-3 ORAL PRESENTATIONS

Proposers are required to make individual presentations to the City Selection Committee to clarify their proposals. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Relationship Manager must be in attendance.

References and site visits (if needed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer’s ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select a firm or multiple firms that meet the City's best interests. The City shall solely judge its best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, an agreement is expected to be reached between both parties. The City staff will recommend the proposer with the most responsive and responsible bid, whose proposal is deemed to offer the best overall value for the City, based on the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After the selection committee reviews the proposals and oral presentations, the City Manager will receive a recommendation for submission to the City Commission for final approval. Upon

Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

COST PROPOSAL FORM

Bidders must provide detailed pricing for each service area. All costs should include labor, materials, equipment, supplies, insurance, and applicable overhead.

Service Area	Description of Services	Annual Cost (USD)
Museum & Gift Shop Management	Daily operations, inventory, educational programming, financial reporting	\$_____
Event Space Administration	Event bookings, vendor coordination, logistics, compliance with block-out dates	\$_____
Mobile Moorish-Themed Coffee & Tea Shop Oversight	Setup, operation, maintenance, cultural branding alignment	\$_____
Building Maintenance & Repairs	Routine upkeep, prompt repair response	\$_____
Custodial & Janitorial Services	Daily cleaning, restroom upkeep, trash removal	\$_____
HVAC, Electrical & Plumbing	Routine inspections, servicing, emergency repairs	\$_____
Landscaping & Exterior Maintenance	Groundskeeping, exterior cleaning, seasonal upkeep	\$_____
Security & Safety	Personnel, surveillance, emergency preparedness	\$_____
Historic Preservation Compliance	Guideline adherence, documentation, approvals	\$_____
Community Engagement & Programming	Educational/cultural programs, partnerships, outreach	\$_____
Financial Management & Reporting	Annual budget preparation, financial reporting, audits	\$_____
Contingency Reserve (if applicable)	Unforeseen expenses	\$_____
TOTAL ANNUAL COST		\$_____

Provide the total proposed cost for the initial 3-year term, including any annual adjustments.

Year	Annual Cost (USD)	% Increase from Prior Year
Year 1	\$_____	____%
Year 2	\$_____	____%
Year 3	\$_____	____%
Total for Initial Term	\$_____	

If applicable, provide projected annual revenue from operations (museum admissions, gift shop sales, event rentals, coffee shop sales) and the percentage of that revenue to be reinvested in facility maintenance and programming.

Revenue Source	Estimated Annual Revenue (USD)	% Reinvested in Facility
_____	\$ _____	____%
_____	\$ _____	____%
_____	\$ _____	____%
_____	\$ _____	____%

By signing below, the undersigned certifies that the pricing provided herein is accurate, and that all services will be performed in compliance with the RFP requirements and applicable laws.

Authorized Signature: _____

Name & Title: _____

Date: _____

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

7. The length of time (continuous) in business as a service organization in Florida:
_____ years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the Proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 controlled substances is prohibited in the workplace and specifying the actions 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's 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 number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require 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 Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

RFP 25-0918200
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPOSER that has submitted the attached
Proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPOSER nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER,
firm, or person to submit a collusive or sham Proposal in connection with the Work for
which the attached Proposal has been submitted; or to refrain from Proposing in
connection with such Work; or have in any manner, directly or indirectly, sought by
agreement or collusion, or communication, or conference with any PROPOSER, firm, or
person to fix any overhead, profit, or cost elements of the Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy,
connivance, or unlawful agreement any advantage against (Recipient), or any person
interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of
the PROPOSER or any other of its agents, representatives, owners, employees or parties
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

State of Florida County of _____

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this _____ day of _____, 2025.

By _____

Personally known _____ OR produced identification _____

Notary Public

My Commission Expires _____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employee of the City of Opa-Locka or its elected officials, as a commission, kickback, reward, or gift, whether directly or indirectly, by me or any member of my firm, or by any officer of the corporation.

By: _____

Title: _____

Sworn to and subscribed before me this

___ day of _____, **2025**

Notary Public,
State of Florida at Large
My Commission Expires: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

2) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

3) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

eBid Response

Add Response

Refresh

Bid Identifier: RFP-25-0918200-0-2025/JB

Supplier

Date



Peak Air Mechanical, LLC

Responded Date : 09/18/2025

National Cleaning Contractors USA Inc

Responded Date : 09/18/2025

Ten North Group

Responded Date : 09/17/2025

Wrightwood Capital Group

Responded Date : 09/08/2025

Supplier Details

Edit eBid Response

View History

Supplier Name	Peak Air Mechanical, LLC
Address	18042 sw 143 rd Ave , Miami, Florida 33177
Phone Number	305-790-5832
Bid Response Date	Sep 18, 2025 1:55pm (EDT)
Bid Amount	\$46,050.60
Response Status	Complete

Required Documents

✓ [Bid Document](#)(Electronic/Online)

📄 Certificate of Insurance(Manual/Offline)

✓ [W-9 form](#)(Electronic/Online)

📄 Drug Free Workplace Certification(Manual/Offline)

Download Entire Bid Package

- ✎ Non-Collusive Affidavit(Manual/Offline)
- ✎ Sworn Statement on Public Entity Crimes(Manual/Offline)
- ✓ [Permits and Licenses](#)(Electronic/Online)

Supplemental Documents

- ✓ [HVAC Maintenance and Automation Agreement](#)(Electronic/Online)

eBid Response

Add Response

Refresh

Bid Identifier: RFP-25-0918200-0-2025/JB

Supplier

Date



Peak Air Mechanical, LLC

Responded Date : 09/18/2025

National Cleaning Contractors USA Inc

Responded Date : 09/18/2025

Ten North Group

Responded Date : 09/17/2025

Wrightwood Capital Group

Responded Date : 09/08/2025

Supplier Details

Edit eBid Response

View History

Supplier Name	National Cleaning Contractors USA Inc
Address	14482 SW 38 Lane , Miami, Florida 33175
Phone Number	305-263-9265
Bid Response Date	Sep 18, 2025 12:09pm (EDT)
Bid Amount	\$2,025.08
Response Status	Complete

Required Documents

- ✓ [Bid Document](#)(Electronic/Online)
- ✓ [Certificate of Insurance](#)(Electronic/Online)
- ✓ [W-9 form](#)(Electronic/Online)
- ✓ [Drug Free Workplace Certification](#)(Electronic/Online)

Download Entire Bid Package

- ✓ [Non-Collusive Affidavit](#)(Electronic/Online)
- ✓ [Sworn Statement on Public Entity Crimes](#)(Electronic/Online)
- ✓ [Permits and Licenses](#)(Electronic/Online)

eBid Response

Add Response

Refresh

Bid Identifier: RFP-25-0918200-0-2025/JB

Supplier

Date



Peak Air Mechanical, LLC

Responded Date : 09/18/2025

National Cleaning Contractors USA Inc

Responded Date : 09/18/2025

Ten North Group

Responded Date : 09/17/2025

Wrightwood Capital Group

Responded Date : 09/08/2025

Supplier Details

Edit eBid Response

View History

Supplier Name	Ten North Group
Address	490 Opa Locka Blvd, Suite 20, Opa Locka, Florida 33054
Phone Number	305-687-3545
Bid Response Date	Sep 17, 2025 7:05pm (EDT)
Bid Amount	\$651,000.00
Alternate Bid Amount	\$651,000.00
Response Status	Complete

Required Documents

- ✓ [Bid Document](#)(Electronic/Online)
- ✓ [Certificate of Insurance](#)(Electronic/Online)
- ✓ [W-9 form](#)(Electronic/Online)

Download Entire Bid Package

- ✓ [Drug Free Workplace Certification](#)(Electronic/Online)
- ✓ [Non-Collusive Affidavit](#)(Electronic/Online)
- ✓ [Sworn Statement on Public Entity Crimes](#)(Electronic/Online)
- ✓ [Permits and Licenses](#)(Electronic/Online)

eBid Response

Add Response

Refresh

Bid Identifier: RFP-25-0918200-0-2025/JB

Supplier

Date



Peak Air Mechanical, LLC
Responded Date : 09/18/2025
National Cleaning Contractors USA Inc
Responded Date : 09/18/2025
Ten North Group
Responded Date : 09/17/2025
Wrightwood Capital Group
Responded Date : 09/08/2025

Supplier Details

Edit eBid Response

View History

Supplier Name	Wrightwood Capital Group
Address	822 NE 125th Street Suite 105, Miami, Florida 33161
Phone Number	786-566-7158
Bid Response Date	Sep 8, 2025 12:25pm (EDT)
Bid Amount	\$1,483,000.00
Response Status	Complete

Required Documents

✓ Bid Document (Electronic/Online)	Download Entire Bid Package
✓ Certificate of Insurance (Electronic/Online)	
✓ W-9 form (Electronic/Online)	
✓ Drug Free Workplace Certification (Electronic/Online)	

- ✓ [Non-Collusive Affidavit](#)(Electronic/Online)
- ✓ [Sworn Statement on Public Entity Crimes](#)(Electronic/Online)
- ✓ [Permits and Licenses](#)(Electronic/Online)

CITY OF OPA-LOCKA

RFP NO: 25-0918200

Oct. 3, 2025 @ 2:00 P.M.

EVALUATION MEETING, 780 FISHERMAN STREET, 4th floor, OPA-LOCKA, FL 33054

NAME	COMPANY NAME	EMAIL	PHONE #
AIRIA AUSTIN	CITY OF OPA-LOCKA	A.AUSTIN@opalocka.fl.gov	305-321-2595
Adebra Gross	City of Opa-locka	agross@opalocka.fl.gov	305 953-2868
Yesly Guillen	City of Opa-locka	yguillen@opalocka.fl.gov	305 953-2868
CARLOS GONZALEZ	City of Opa. locka	cgonzalez@opalocka.fl.gov	305. 953. 2868
Owen Carnoy	City of Opa locka	Ocarnoy@opalocka.fl.gov	305-953-2868



UPDATED: EVALUATION COMMITTEE MEETING NOTICE

RFP 25-0918200 Historic City Hall Management, Maintenance, and Operation

Meeting Date: Oct. 3, 2025

Meeting Time: 2:00 PM EST

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 258 072 261 718 3

Passcode: oG3wf3A2

Dial in by phone

[+1 786-598-2011,,39458846#](#) United States, Miami

[Find a local number](#)

Phone conference ID: 394 588 46#

For organizers: **[Meeting options](#)** | **[Reset dial-in PIN](#)**

Meeting Objective:

The City's Evaluation Committee will conduct a public meeting to review and score the proposals submitted by bidders based on the evaluation criteria specified in the RFP document. During this meeting, questions will be raised concerning the company's experience, the qualifications of team members, the proposed approach for the project, the cost of the proposal, and other relevant topics.

Meeting Breakdown:

- Welcome and Introductions
- Proposer Presentations (5 minutes)
- Questions and Answers Presentation
- Next Steps

Order/Time:

Firms	Time Slot Order
Peak Air Mechanical, LLC	1
National Cleaning Contractors USA Inc.	2
Ten North Group	3
Wrightwood Capital Group	4

Contact Person: Jay Bergel, Procurement Officer

Email: jbergel@opalockafl.gov

EVALUATION FORM

RFP No. 25-0918200 Historic City Hall Management, Maintenance, and Operation

Criterion	Weight	Description	Rating Scale	
Experience and Qualifications	30%	The extent to which the proposer demonstrates relevant experience and the qualifications of key personnel assigned to the project. This includes the firm's overall capacity to perform the required work, depth of expertise in similar projects, and the credential of project leaders and technical staff. Preference will be given to proposers with a proven track record in similar scopes, scales, and community settings.	0	Fails to Fit
Financial and Operational Feasibility	25%	Assessment of the proposer's financial stability, budget rationale, and the practicality of their proposed timeline and resource allocation. This includes a review of cost efficiency, alignment of budget with deliverables, and the proposer's ability to complete the project within the proposed schedule and available funding.	1	Poor Fit
Approach to Historic Preservation and Compliance	20%	Proposer's methodology and approach in providing services in all the subject areas and issues as identified in the RFP. Proposer's understanding of City of Opa-Locka and experience on key City issues.	2	Fair Fit
Community Impact and Engagement Strategy	15%	The strength and creativity of the proposer's plan for engaging the community throughout the project. This includes inclusivity, public communication strategies, outreach to stakeholders, and potential for generating positive and lasting community impact.	3	Good Fit
References and Past Performance	10%	Quality and relevance of past performance on similar projects as verified through references. The evaluation will consider client satisfaction, the proposer's ability to meet timelines and budgets, and overall reliability and professionalism as evidenced by prior engagements.	4	Very Good Fit
Total	100%		5	Excellent Fit

EVALUATION FORM

RFP No. 25-0918200
Historic City Hall Management, Maintenance, and Operation

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: ARIA AUSTIN Date: 10-03-2025
Signature: [Signature]

Firm Name: Peak Air Mechanical, LLC

Evaluation		Notes:
Criterion	Rating	
Experience and Qualifications	0	ONLY PROVIDE HVAC SERVICES NO MANAGEMENT SERVICES
Financial and Operational Feasibility	0	
Approach to Historic Preservation and Compliance	0	
Community Impact and Engagement Strategy	0	
References and Past Performance	0	

Firm Name: National Cleaning Contractors USA Inc.

Evaluation		Notes:
Criterion	Rating	
Experience and Qualifications	1	DO NOT MEET ALL THE CATEGORIES
Financial and Operational Feasibility	0	
Approach to Historic Preservation and Compliance	0	
Community Impact and Engagement Strategy	0	
References and Past Performance	0	

Firm Name: Ten North Group

Evaluation		Notes:
Criterion	Rating	
Experience and Qualifications	5	HAS THE EXPERIENCE IN MANAGEMENT THIS COMPANY IS FINANCIALLY FIT EXPERIENCED WITH HISTORIC FACILITY MANAGEMENT WELL AWARE OF THE COMMUNITY MADE WELL RECOGNIZED IN THE COMMUNITY
Financial and Operational Feasibility	4	
Approach to Historic Preservation and Compliance	5	
Community Impact and Engagement Strategy	4	
References and Past Performance	5	

Firm Name: Wrightwood Capital Group

Evaluation		Notes:
Criterion	Rating	
Experience and Qualifications	2	THIS IS A YOUNG COMPANY THIS COMPANY HAS LIMITED OPERATIONAL EXPERIENCE LIMITED EXPERIENCE IN THE HISTORIC AREA VERSED WITH COMMUNITY ACTIVITIES LIMITED PAST EXPERIENCE
Financial and Operational Feasibility	3	
Approach to Historic Preservation and Compliance	2	
Community Impact and Engagement Strategy	4	
References and Past Performance	3	

EVALUATION FORM

RFP No. 25-0918200
Historic City Hall Management, Maintenance, and Operation

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Adelina Gross Date: 10/03/25
Signature: Adelina Gross

Firm Name: Peak Air Mechanical, LLC

Evaluation		Notes:
Criterion	Rating	Services are only being provided for HVAC Mechanical Services. Not Responsive based on RFP scope of work
Experience and Qualifications	0	
Financial and Operational Feasibility	0	
Approach to Historic Preservation and Compliance	0	
Community Impact and Engagement Strategy	0	
References and Past Performance	0	

Firm Name: National Cleaning Contractors USA Inc.

Evaluation		Notes:
Criterion	Rating	Services are only being provided for cleaning services. Not responsive on RFP scope of work
Experience and Qualifications	0	
Financial and Operational Feasibility	0	
Approach to Historic Preservation and Compliance	0	
Community Impact and Engagement Strategy	0	
References and Past Performance	0	

Firm Name: Ten North Group

Evaluation		Notes:
Criterion	Rating	Ten North Group presented a Comprehensive proposal of programming for the building. Qualified services and experience presented
Experience and Qualifications	4	
Financial and Operational Feasibility	3	
Approach to Historic Preservation and Compliance	3	
Community Impact and Engagement Strategy	3	
References and Past Performance	4	

Firm Name: Wrightwood Capital Group

Evaluation		Notes:
Criterion	Rating	No reference or records of previous programming was provided; there is a mention to take that? but not clear. representation of work has been completed.
Experience and Qualifications	2	
Financial and Operational Feasibility	2	
Approach to Historic Preservation and Compliance	2	
Community Impact and Engagement Strategy	3	
References and Past Performance	2	

EVALUATION FORM

RFP No. 25-0918200
Historic City Hall Management, Maintenance, and Operation

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Owen Carne Date: 10.5.25
Signature: [Signature]

Firm Name: Peak Air Mechanical, LLC

Criterion	Rating
Experience and Qualifications	0
Financial and Operational Feasibility	0
Approach to Historic Preservation and Compliance	0
Community Impact and Engagement Strategy	0
References and Past Performance	0

Notes:

Only proposing two HVAC system. Not for the scope of services

Firm Name: National Cleaning Contractors USA Inc.

Criterion	Rating
Experience and Qualifications	0
Financial and Operational Feasibility	0
Approach to Historic Preservation and Compliance	0
Community Impact and Engagement Strategy	0
References and Past Performance	0

Notes:

Only proposing the custodian services. Not for the scope of services

Firm Name: Ten North Group

Criterion	Rating
Experience and Qualifications	5
Financial and Operational Feasibility	4
Approach to Historic Preservation and Compliance	4
Community Impact and Engagement Strategy	4
References and Past Performance	4

Notes:

Firm Name: Wrightwood Capital Group

Criterion	Rating
Experience and Qualifications	2
Financial and Operational Feasibility	2
Approach to Historic Preservation and Compliance	2
Community Impact and Engagement Strategy	3
References and Past Performance	3

Notes:

EVALUATION FORM

RFP No. 25-0918200
Historic City Hall Management, Maintenance, and Operation

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: CARLOS GONZALEZ Date: 10.3.25
Signature: 

Firm Name: Peak Air Mechanical, LLC

Evaluation	
Criterion	Rating
Experience and Qualifications	3
Financial and Operational Feasibility	3
Approach to Historic Preservation and Compliance	1
Community Impact and Engagement Strategy	1
References and Past Performance	1

Notes:

- HVAC - MAINTENANCE ONLY.
- Does Not Meet RFP's Requirements.

Firm Name: National Cleaning Contractors USA Inc.

Evaluation	
Criterion	Rating
Experience and Qualifications	3
Financial and Operational Feasibility	3
Approach to Historic Preservation and Compliance	1
Community Impact and Engagement Strategy	1
References and Past Performance	1

Notes:

- Does Not Meet RFP's Requirements.

Firm Name: Ten North Group

Evaluation	
Criterion	Rating
Experience and Qualifications	5
Financial and Operational Feasibility	5
Approach to Historic Preservation and Compliance	5
Community Impact and Engagement Strategy	5
References and Past Performance	5

Notes:

- Non-Profit Organization.
- Good Experience & Qualifications
- Vision & Purpose Approach.
- Community Engagement.
- Very Good Approach.

Firm Name: Wrightwood Capital Group

Evaluation	
Criterion	Rating
Experience and Qualifications	5
Financial and Operational Feasibility	5
Approach to Historic Preservation and Compliance	4
Community Impact and Engagement Strategy	3
References and Past Performance	3

Notes:

- General Contractor
- Good Experience & qualified staff

EVALUATION FORM

RFP No. 25-0918200
Historic City Hall Management, Maintenance, and Operation

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Yesly Guillen Date: 10/03/25
Signature: [Signature]

Firm Name: Peak Air Mechanical, LLC

Evaluation		Notes:
Criterion	Rating	Mechanical Corporation with No experience on Historic Buildings Administration. Proposal limited to mechanical services only.
Experience and Qualifications	3	
Financial and Operational Feasibility	1	
Approach to Historic Preservation and Compliance	0	
Community Impact and Engagement Strategy	0	
References and Past Performance	0	

Firm Name: National Cleaning Contractors USA Inc.

Evaluation		Notes:
Criterion	Rating	Janitorial Services Corp. No experience provided for historic Building Administration. Proposal limited to Janitorial service only.
Experience and Qualifications	3	
Financial and Operational Feasibility	1	
Approach to Historic Preservation and Compliance	0	
Community Impact and Engagement Strategy	0	
References and Past Performance	0	

Firm Name: Ten North Group

Evaluation		Notes:
Criterion	Rating	Non Profit Corp. experienced in development of Management in multi million real estate assets. Great vision Agenda, experienced in Historic Properties. Administration. Approximately 44 years in business.
Experience and Qualifications	5	
Financial and Operational Feasibility	3	
Approach to Historic Preservation and Compliance	5	
Community Impact and Engagement Strategy	5	
References and Past Performance	5	

Firm Name: Wrightwood Capital Group

Evaluation		Notes:
Criterion	Rating	General Contractor & Development firm with 5 years in Business. Experienced in structural Rehab. Historic Designations & Programs.
Experience and Qualifications	4	
Financial and Operational Feasibility	4	
Approach to Historic Preservation and Compliance	4	
Community Impact and Engagement Strategy	5	
References and Past Performance	4	

EVALUATION MATRIX

RFP No. 25-0918200 Historic City Hall Management, Maintenance, and Operation

Firm Name: **Peak Air Mechanical, LLC**

Evaluation

		Reviewer Name:		Adelina Gross		Carlos Gonzalez		Airia Austin		Yesly Guillen		Owen Carney	
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualifications	30%	0	0.00	3	0.90	0	0.00	3	0.90	0	0.00	0	0.00
Financial and Operational Feasibility	25%	0	0.00	3	0.75	0	0.00	1	0.25	0	0.00	0	0.00
Approach to Historic Preservation and Compliance	20%	0	0.00	1	0.20	0	0.00	0	0.00	0	0.00	0	0.00
Community Impact and Engagement Strategy	15%	0	0.00	1	0.15	0	0.00	0	0.00	0	0.00	0	0.00
References and Past Performance	10%	0	0.00	1	0.10	0	0.00	0	0.00	0	0.00	0	0.00
Total	100%		0.00		2.10		0.00		1.15		0.00		0.00

Firm Name: **National Cleaning Contractors USA Inc.**

Evaluation

		Reviewer Name:		Adelina Gross		Carlos Gonzalez		Airia Austin		Yesly Guillen		Owen Carney	
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualifications	30%	0	0.00	3	0.90	1	0.30	3	0.90	0	0.00	0	0.00
Financial and Operational Feasibility	25%	0	0.00	3	0.75	0	0.00	1	0.25	0	0.00	0	0.00
Approach to Historic Preservation and Compliance	20%	0	0.00	1	0.20	0	0.00	0	0.00	0	0.00	0	0.00
Community Impact and Engagement Strategy	15%	0	0.00	1	0.15	0	0.00	0	0.00	0	0.00	0	0.00
References and Past Performance	10%	0	0.00	1	0.10	0	0.00	0	0.00	0	0.00	0	0.00
Total	100%		0.00		2.10		0.30		1.15		0.00		0.00

Firm Name: **Ten North Group**

Evaluation

		Reviewer Name:		Adelina Gross		Carlos Gonzalez		Airia Austin		Yesly Guillen		Owen Carney	
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualifications	30%	4	1.20	5	1.50	5	1.50	5	1.50	5	1.50	5	1.50

EVALUATION MATRIX

RFP No. 25-0918200

Historic City Hall Management, Maintenance, and Operation

Financial and Operational Feasibility	25%	3	0.75	5	1.25	4	1.00	3	0.75	4	1.00
Approach to Historic Preservation and Compliance	20%	3	0.60	5	1.00	5	1.00	5	1.00	4	0.80
Community Impact and Engagement Strategy	15%	3	0.45	5	0.75	4	0.60	5	0.75	4	0.60
References and Past Performance	10%	4	0.40	5	0.50	5	0.50	5	0.50	4	0.40
Total	100%		3.40		5.00		4.60		4.50		4.30

EVALUATION MATRIX

RFP No. 25-0918200 Historic City Hall Management, Maintenance, and Operation

Firm Name: **Wrightwood Capital Group**

Evaluation

Reviewer Name:		Adelina Gross		Carlos Gonzalez		Airia Austin		Yesly Guillen		Owen Carney	
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualifications	30%	2	0.60	5	1.50	2	0.60	4	1.20	2	0.60
Financial and Operational Feasibility	25%	2	0.50	5	1.25	3	0.75	4	1.00	2	0.50
Approach to Historic Preservation and Compliance	20%	2	0.40	4	0.80	3	0.60	4	0.80	2	0.40
Community Impact and Engagement Strategy	15%	3	0.45	3	0.45	4	0.60	5	0.75	3	0.45
References and Past Performance	10%	2	0.20	3	0.30	3	0.30	4	0.40	3	0.30
Total	100%		2.15		4.30		2.85		4.15		2.25

FIRM SELECTED

Reviewer:

	Peak Air Mechanical, LLC	National Cleaning Contractors USA Inc.	Ten North Group	Wrightwood Capital Group	
Adelina Gross	0.00	0.00	3.40	2.15	
Carlos Gonzalez	2.10	2.10	5.00	4.30	
Airia Austin	0.00	0.30	4.60	2.85	
Yesly Guillen	1.15	1.15	4.50	4.15	
Owen Carney	0.00	0.00	4.30	2.25	
AVERAGE RATING	0.65	0.71	4.36	3.14	

CITY OF OPA-LOCKA



ITB: 26-TBA Invention to Bid (ITB) Historic City Hall Management, Operation, and Maintenance Services

Table of Contents

I. Proposal Guidelines

- a. Advertisement
- b. Proposal Submission
- c. Calendar Events/Important Dates
- d. Cone of Silence

II. Nature of Services Required

- a. Purpose
- b. Scope of Work
- c. Contents of Proposal

III. General Requirements

- a. Rules for Proposal
- b. Submission Guidelines
- c. References

IV. Evaluation and Selection Process

- a. Review of Proposals
- b. Evaluation Criteria

V. Attachments

- a. Proposer Qualifications
- b. Certification Regarding Debarment
- c. Drug Free Workplace
- d. Non-Collusion Affidavit
- e. Non-Discrimination Affidavit
- f. E-Verify Form
- g. Anti-Kick Back Affidavit
- h. Client Reference Form

ADVERTISEMENT



ITB 26-TBA

The sealed proposal for Historic City Hall Management, Operation and Maintenance Services for the City of Opa-locka must be received at the City Clerk's Office on **TBA, by 2:00 p.m.**

Proposals may be submitted via one of two methods:

1. Electronic Submission via DemandStar: Proposals may be submitted through www.demandstar.com (e-bid) by 2:00 p.m. ET on the designated due date. The City strongly prefers and encourages electronic submissions.
2. Submission via Postal Mail: Sealed proposals may be submitted via mail to the address below by 2:00 p.m. ET on the due date. Any Request for Qualifications (RFP) package that arrives after the specified closing time will be returned unopened.

Instructions for Postal Mail Submission:

Please submit one (1) original proposal, six (6) copies, and one copy of the proposal package on a USB flash drive in PDF format. All materials should be enclosed in sealed envelopes or packages. The envelopes or packages must be addressed to the City Clerk's Office, City of Opa-locka, Florida, and marked as follows: ITB 26-TBA Historic City Hall Management, Operations, and Maintenance Services.

Mailing Address:

City of Opa-locka
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com. The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that Proposer(s) whose proposal best complies with the **ITB NO: 26-TBA** requirements.

Joanna Flores
City Clerk

PART I
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is seeking proposals from experienced and qualified firms or individuals for professional Historic City Hall Management, Operation and Maintenance Services.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail; however, it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all the proposals by 2:00 pm (ET) on TBA. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: ITB NO. 26-TBA – **Historic City Hall Management, Operation and Maintenance Services**. This package shall also include the Proposer’s return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 30 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk’s Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611, Option 1, before the proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an original and six (6) copies (a total of 7) plus one copy on USB Flash Drive in PDF format of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail, or any other mode of delivery.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Request for Qualifications. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer’s ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk and or the Procurement Officer will receive written requests for clarification concerning the meaning or interpretations of the RFP. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee other than the City’s Purchasing Officer is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addenda: The City may record its response to inquiries and any supplemental instructions in the form of a written addenda. The City may post addenda on the City's website up to five (5) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Officer through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Bidder understands that this ITB does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed and evaluated by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This ITB and Bidder proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. All legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.

1-9. Selection Process: The proposals will be evaluated and assigned points. The Proposer with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office for all news releases or other publicity pertaining to this RFP or the service, study, or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage. In the event the Proposer is a governmental entity or self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified to operate in the State of Florida at the time of submittal. The proposal of any Proposer which does not meet these criteria shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of people and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka, Miami-Dade County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for work, goods, or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to Proposers with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a Proposer that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the Request for Proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days after the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be initiated by the delivery to the contractor at least five (5) working days before the effective date of the Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment to the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

1-20. Cone of Silence: This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-locka's Code of Ordinances. A cone of silence shall be applicable to all City staff, the Mayor and City Commission and its staff, the City Attorney and his/ her staff, the City Clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFQ), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	TBA	
Pre-Bid (site visit)	TBA	
Written Questions Due	TBA @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions"	
Response to Questions	TBA @ 5:00pm (ET)	
Due Date/Bid Opening	TBA @ 2:00 pm (ET)	
Evaluation Committee Meeting	TBA	
Award Recommendation	TBA	
Commission Approval	TBA	
Post Award	TBA	

PART II NATURE OF SERVICES REQUIRED

1. Purpose

The City of Opa-locka seeks competitive bids from qualified and experienced firms, organizations, or entities to **manage, operate, and maintain** the **Historic City Hall**, a City-owned landmark listed as a historically protected property.

The intent of this solicitation is to select a single **Operator** that will assume **full financial responsibility** for all activities, operations, programming, maintenance, staffing, utilities, and improvements associated with the facility.

The City will **not provide any funding, subsidy, or reimbursement**.

In return, the Operator shall remit to the City a negotiated **percentage of gross revenues** generated from the facility's operations.

The Operator must preserve the building's architectural integrity, ensure ongoing public access, and operate the property in a manner that contributes positively to the community, cultural identity, and economic vitality of Opa-locka.

2. Scope of Services

The selected Operator shall be responsible for all day-to-day, long-term, and financial aspects of Historic City Hall as outlined below.

A. Comprehensive Facility Management & Operations General Operations

Manage all internal and external operations of Historic City Hall, including but not limited to: visitor services, staffing, scheduling, tenant coordination, event management, and public engagement.

Maintain consistent public operating hours approved by the City.

Implement ticketing, rental, or revenue systems as appropriate; all systems are subject to City audit.

Programming & Use

Operate the facility as a multi-purpose civic and cultural space that may include:

- Museum and exhibit areas;
- Gift shop featuring locally made or historically themed items;
- Moorish-themed mobile or stationary coffee/tea shop or café;
- Event and meeting spaces for public or private use;
- Educational, cultural, or tourism-related programming consistent with the building's historic nature.
- Submit an annual calendar of programs and events for City review and coordination with official City functions.

City Priority Use

Reserve pre-approved "City block-out dates" for municipal functions. Coordinate with the City Manager's Office to avoid scheduling conflicts.

B. Maintenance, Custodial & Preservation Responsibilities Preventive & Routine Maintenance

Provide all preventive, corrective, and emergency maintenance services for building systems including structural, electrical, mechanical, plumbing, fire safety, elevators, and HVAC.

Maintain an annual maintenance schedule with documented inspections and service logs.

Custodial & Groundskeeping

Perform daily janitorial cleaning of all interior spaces and restrooms. Maintain exterior landscaping, walkways, and lighting.

Remove waste and recycling per City standards.

Historic Preservation Compliance

Conduct all repairs and modifications in accordance with the **Secretary of the Interior's Standards for the Treatment of Historic Properties** and any applicable State Historic Preservation Office (SHPO) or grant conditions.

Obtain written City approval prior to any alteration, improvement, or addition. Preserve all architectural features and finishes of historic significance.

Equipment & Systems

Maintain and replace, at Operator's expense, all equipment, furnishings, fixtures, and systems necessary for operations.

Provide warranties, service records, and proof of compliance upon City requests.

C. Financial, Staffing & Reporting Obligations Financial Responsibility

The Operator shall bear 100 percent of all operational, maintenance, and improvement costs, including utilities, insurance, taxes (if any), permits, staffing, and materials.

No City funds shall be used for any purpose related to this agreement. Revenue-Sharing

- The Operator shall remit to the City a **percentage of gross revenues** from all activities (admissions, rentals, concessions, retail, events, etc.).
- The minimum acceptable percentage shall be established in the bid documents; bidders may propose higher rates.

Payments shall be made monthly with accompanying revenue statements.

Financial Reporting

Submit to the City:

- Monthly gross revenue statements;
- Quarterly financial summaries; and
- Annual audited financial statements prepared by a licensed CPA.

Staffing

- Employ sufficient qualified personnel to manage, maintain, and secure the facility.
- Provide employee background checks, uniforms, and customer-service training.
- Ensure all staff comply with City rules and safety regulations.

D. Safety, Security & Risk Management

- Implement and maintain a building security program including alarms, surveillance, and access control.
- Develop and maintain an emergency preparedness and evacuation plan consistent with City standards.
- Coordinate with Opa-locka Police and Miami-Dade County Fire Departments for incident response protocols.
- Maintain all required insurance policies and name the City of Opa-locka as Additional Insured.
- Indemnify and hold harmless the City, its officials, and employees against any claims or liabilities arising from the Operator's activities or negligence.

E. Public Access & Community Engagement

Maintain the building as a publicly accessible civic asset with inclusive programming. Ensure ADA accessibility and compliance with all applicable codes.

Encourage local partnerships, educational collaborations, and community volunteer opportunities.

Ensure pricing for events or rentals remains reasonable and approved by the City Manager's Office.

F. Capital Improvements & Alterations

- Any capital improvements, build-outs, or installations must receive prior written City approval and appropriate permits.
- All improvements become the **property of the City** upon installation, without cost to the City, unless otherwise specified.
- The Operator may not mortgage, lease, or assign any interest in the property without City Commission approval.

G. Reporting & Performance Monitoring

- Submit monthly operational reports summarizing activities, maintenance actions, attendance, and revenues.
- Participate in annual performance evaluations conducted by the City.
- The City reserves inspection rights at any time and may require corrective actions for non-compliance.

3. Term of Agreement

- Initial term: **Three (3) years**, with **two (2) year** optional renewals upon satisfactory performance and City Commission approval.
- Either party may terminate for cause or default pursuant to contract terms.

4. Compensation and Revenue Structure Key Notes to Proposers:

- The Operator shall remit to the City a percentage of gross revenues generated from all operations, rentals, and concessions.

- The City Commission shall establish the minimum percentage and may be **adjusted or negotiated in the City's best financial interest** prior to award.
- Final terms will be presented to and approved by the City Commission before execution.
- All payments shall include monthly revenue statements.

Revenue Sharing Model

The selected Operator shall retain revenues generated from all activities conducted within the Historic City Hall facility, including but not limited to rentals, concessions, admissions, retail, events, or ancillary operations. In exchange, the Operator shall remit to the City a **percentage of the total gross revenues** on a monthly basis.

Establishment of Minimum Percentage

A **minimum percentage of gross revenues payable to the City** shall be **determined and established by the City Commission**, based on market feasibility and the City's long-term financial and preservation interests.

This percentage shall serve as the baseline threshold for all responsive bids.

The City reserves the right to negotiate a **higher percentage or additional revenue-sharing terms**

prior to contract award to ensure that the final agreement is in the **City's best financial interest**. Final terms of compensation and revenue distribution shall be **presented to and approved by the City Commission** before execution of the agreement.

Remittance and Reporting

Payments shall be made monthly, no later than the 15th day following the close of each month. Each remittance shall include a statement of gross revenues, itemized by category of income.

The Operator shall provide annual audited financial statements and any supporting documentation requested by the City.

Financial Responsibility

The Operator shall be solely responsible for all costs of management, maintenance, staffing, operations, taxes, utilities, insurance, and capital improvements.

No City funds, subsidies, or reimbursements shall be provided for any portion of the operation, maintenance, or improvement of the facility.

Non-Responsibility Clause

The City of Opa-locka shall **not** be liable for any debts, obligations, or investments made by the Operator. All improvements and equipment installed during the contract term shall become property of the City upon completion or installation unless otherwise specified in writing and approved by the City Commission.

City Oversight and Rights

- The City retains ownership of Historic City Hall and all permanent improvements.
- The City reserves full inspection rights and may mandate corrective actions.
- The City reserves the right to approve:
 - Programming and events inconsistent with civic image or historic character;
 - Sub-leases or third-party vendor agreements;
 - Branding, signage, and sponsorships within the premises.
- The City may terminate the agreement for failure to maintain, report, or remit revenues as required.

4. Non-Responsibility Clause

- The City of Opa-locka shall not be liable for any cost, debt, investment, or obligation incurred by the Operator.
- All improvements, leases, and financial commitments made by the Operator are at its sole cost and risk.
- The Operator waives any claim for reimbursement or compensation from the City.

5. Recommended Bid Attachments (Summary List)

- Proposed percentage of gross revenue payable to the City.
- Five-year operating and maintenance plan.
- Projected profit-and-loss statement.
- Proof of financial capacity (bank letter, audited statements).
- Evidence of experience managing comparable historic or municipal facilities.
- Proposed event, retail, and café concepts.
- Proof of required licenses and insurance.

6. Insurance and Indemnification Requirements

The Operator shall, at its sole cost and expense, procure and maintain for the duration of the Agreement the following insurance coverage and limits. All insurance shall be issued by companies authorized to conduct business in the State of Florida, rated **A- or higher by A.M. Best**, and acceptable to the City's Risk Management Division.

Required Coverages and Minimum Limits

Type of Coverage	Minimum Coverage Limits	Key Requirements / Notes
1. Commercial General Liability (CGL)	• \$1,000,000 per occurrence • \$2,000,000 aggregate	Must include coverage for bodily injury, property damage, personal injury, contractual liability, products/completed operations, and independent contractors. Policy must name City of Opa-locka as Additional Insured on a primary and non-contributory basis.
2. Commercial Property / Contents Coverage	Full replacement value of all Operator-owned equipment, furnishings, inventory, and improvements	Covers damage or loss to any personal property, trade fixtures, or equipment owned or leased by the Operator. The City's property is covered under its own insurance; however, the Operator must provide proof of property protection for its contents and assets.

Type of Coverage	Minimum Coverage Limits	Key Requirements / Notes
3. Workers' Compensation	Statutory limits per Florida law	Required if the Operator has employees working on site. Must include Employer's Liability coverage with minimum limits of \$500,000 each accident / \$500,000 disease policy limit / \$500,000 disease each employee.
4. Business Automobile Liability	• \$1,000,000 combined single limit	Covers all owned, hired, or non-owned vehicles used in connection with operations at Historic City Hall.
5. Liquor Liability (if applicable)	• \$1,000,000 per occurrence	Required if alcohol will be sold, served, or distributed during events, rentals, or café operations.
6. Umbrella / Excess Liability	• \$2,000,000 minimum	Provides coverage in excess of CGL, Auto, and Employer's Liability.
7. Professional Liability (if applicable)	• \$1,000,000 per claim / \$1,000,000 aggregate	Required if the Operator employs or subcontracts professional design, engineering, or consulting services related to the facility's operation.
8. Cyber Liability (recommended)	• \$1,000,000 per occurrence	Required if the Operator collects or processes customer data or electronic payments on City premises.
9. Tenant's Legal Liability / Fire Legal Liability	• \$100,000 minimum	Covers damage caused by the Operator's negligence to the City's structure or property.

B. Certificates of Insurance

Prior to commencement of operations, the Operator shall furnish to the City **Certificates of Insurance (COI)** evidencing all required coverages and endorsements.

Each certificate shall clearly list:

The name and address of the insured entity;

Policy numbers, coverage types, and effective/expiration dates;

The **City of Opa-locka, 780 Fisherman Street, Opa-locka, FL 33054** as *Certificate Holder* and

Additional Insured; and

A clause stating that **no cancellation or material change shall occur without 60 days' prior written notice to the City.**

C. Waiver of Subrogation

All policies shall include a **waiver of subrogation** in favor of the City of Opa-locka for any claims

arising from the Operator's activities or negligence.

D. Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be disclosed in the bid and are the sole responsibility of the Operator. The City reserves the right to require the Operator to reduce or eliminate such deductibles as a condition of contract award.

E. Subcontractors

The Operator shall ensure that any subcontractors engaged in the performance of services maintain insurance coverage consistent with these requirements. The Operator is solely responsible for verifying and maintaining proof of subcontractor compliance.

F. Indemnification

The Operator shall indemnify, defend, and hold harmless the **City of Opa-locka, its elected officials, officers, employees, and agents** from and against any and all claims, damages, losses, liabilities, or expenses (including attorney's fees) arising out of or related to:

The performance of this Agreement;

The use, management, or operation of Historic City Hall; or

Any act or omission of the Operator or its employees, agents, contractors, or invitees. This obligation shall survive the expiration or termination of the Agreement.

G. Right to Review

The City reserves the right to periodically review, modify, or require higher limits or additional coverages during the term of the Agreement if deemed necessary based on changing operations or risk exposure.

8. Evaluation and Award Criteria

Bids submitted under this Invitation to Bid will be evaluated to determine the **most responsive and responsible bidder** offering the **best financial and operational proposal** to the City of Opa-locka, consistent with the City's interests and the terms outlined in this solicitation.

All bids will first be reviewed for **completeness and responsiveness**. Only bids meeting all mandatory submission and qualification requirements will be considered for scoring.

Evaluation Category	Description of Evaluation Factors	Percentage
1. Financial Return to the City	Percentage of gross revenues proposed to be paid to the City. A minimum percentage will be established and approved by the City Commission, and the City reserves the right to negotiate higher percentages in the City's best financial interest prior to award.	25%
2. Financial Capacity and Stability	Demonstrated financial ability to fully fund operations, maintenance, staffing, and improvements without City subsidy. Includes financial statements, bank letters, and proof of liquidity.	30%
3. Relevant Experience and Qualifications	Prior experience operating and maintaining historic, municipal, or multi-use facilities. Includes references for comparable projects and qualifications of key personnel.	20%
4. Operations and Maintenance Plan	Quality and completeness of the proposed plan for day-to-day operations, maintenance schedules, staffing, security, and preservation compliance.	15%
5. Compliance and Presentation	Completeness of the bid package, adherence to submission requirements, quality of presentation, and inclusion of all required forms, licenses, and insurance certificates.	10%
TOTAL		100%

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APPENDIX B – REFERENCE INFORMATION: MINIMUM MAINTENANCE COSTS

The following information is provided **solely for reference purposes** to assist prospective bidders in preparing realistic and responsible management plans for the Historic City Hall facility. These figures represent **minimum estimated annual costs** associated with essential building and grounds upkeep for a historic municipal property of similar scale in South Florida. All costs shall be borne **entirely by the Operator**.

Category	Minimum Estimated Annual Cost (USD)	Description
Groundskeeping and Exterior Upkeep	\$10,000	Routine mowing, trimming, edging, irrigation, and cleaning of exterior walkways and landscaped areas surrounding the Historic City Hall.
Preventive Maintenance (Building Systems)	\$45,000	Scheduled inspections and servicing of mechanical, electrical, plumbing, HVAC, and other building systems to maintain functionality and compliance with preservation standards.
Minor Repairs and Material Replacement	\$8,000	Basic repairs, touch-ups, and replacement of small fixtures or finishes as needed to preserve the building's integrity.
Total Minimum Annual Maintenance Reference	\$63,000	<i>Indicative baseline for annual upkeep; actual costs may vary.</i>

Disclaimer

- The City of Opa-locka assumes **no financial responsibility** for any maintenance, operational, or capital expenses incurred by the Operator.
- These figures are provided **for informational reference only** and are **not reimbursable or guaranteed** by the City.
- The Operator shall remain **fully responsible** for all costs required to maintain the facility in safe, operable, and historically compliant condition throughout the term of the agreement.

Key Notes to Proposers

- These estimates are intended **only to guide budget planning** and do not reflect actual or required expenditures.
- Operators are expected to perform their own due diligence to determine the appropriate level of maintenance investment.
- The City will **not** subsidize or offset any costs associated with operations or maintenance.
- Bidders should ensure that proposed management and revenue-sharing models account for **full cost recovery** and ongoing preservation compliance.

TERMS AND PERFORMANCE REVIEWS

The Agreement shall begin upon the City's final execution. The initial term will last for three (3) years, followed by two (2) one (1)-year renewal options based on performance.

Performance Review:

Performance will be reviewed annually based on key performance indicators, including facility maintenance, financial management, and public engagement metrics. Failure to comply with the agreement terms may result in termination.

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PART III
PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

The purpose of this response is to showcase the qualifications, competence, and capacity of the firm seeking to provide the services outlined in this ITB. Therefore, the qualifications will be prioritized over the presentation style. The technical response should demonstrate the qualifications of the individual or firm and the staff assigned to this project. Please include as much information as possible regarding qualifications and experience.

MINIMUM REQUIREMENTS

Interested proposers must submit a detailed proposal including:

- Organizational background and experience managing similar historic or public facilities.
- Operational plan for managing the facility, including staffing and programming.
- Maintenance plan and strategy for preserving the building's historic integrity.
- Proposed financial model, including projected revenue and expenses.
- Community engagement and programming approach.
- Compliance strategy for state and federal historic preservation requirements.

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposal for firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to no more than two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done

3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature from a Corporate Officer certifying the contents of the Proposer's responses to the City's ITB.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of people to be contacted for information or services if different from name of the person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 5 – Experience and Qualifications

3.2.5.1 Specify the number of years the Proposer has been in business.

3.2.5.2 Identify the Proposer’s qualifications to perform the services identified in this ITB as listed in section 2-2 of the Scope of Services.

3.2.6 Tab 8 – References (Client Reference Form)

Minimum of at least three organizations, preferably governmental agencies, for which Historic City Hall Management, Maintenance, and Operation Services have been provided in the past five years. Include the name of the organization, a description of the services, the length of the engagement, and name of contact person, including telephone number and email address.

3.2.7 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all the following forms and/or documents:

- Proposer Qualifications
- Certification Regarding Debarment and Suspension
- Drug Free Workplace Certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verify Form
- Anti-Kickback Affidavit
- Client Reference Form

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY THE PROPOSER.

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PART IV
EVALUATION OF PROPOSALS

Bids submitted under this Invitation to Bid will be evaluated to determine the **most responsive and responsible bidder** offering the **best financial and operational proposal** to the City of Opa-locka, consistent with the City's interests and the terms outlined in this solicitation.

All bids will first be reviewed for **completeness and responsiveness**. Only bids meeting all mandatory submission and qualification requirements will be considered for scoring.

Evaluation Category	Description of Evaluation Factors	Percentage
1. Financial Return to the City	Percentage of gross revenues proposed to be paid to the City. A minimum percentage will be established and approved by the City Commission, and the City reserves the right to negotiate higher percentages in the City's best financial interest prior to award.	25%
2. Financial Capacity and Stability	Demonstrated financial ability to fully fund operations, maintenance, staffing, and improvements without City subsidy. Includes financial statements, bank letters, and proof of liquidity.	30%
3. Relevant Experience and Qualifications	Prior experience operating and maintaining historic, municipal, or multi-use facilities. Includes references for comparable projects and qualifications of key personnel.	20%
4. Operations and Maintenance Plan	Quality and completeness of the proposed plan for day-to-day operations, maintenance schedules, staffing, security, and preservation compliance.	15%
5. Compliance and Presentation	Completeness of the bid package, adherence to submission requirements, quality of presentation, and inclusion of all required forms, licenses, and insurance certificates.	10%
TOTAL		100%

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FINAL SELECTION

The City of Opa-locka will select a firm or multiple firms that meet the City's best interests. The City shall solely judge its best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, an agreement is expected to be reached between both parties. The City staff will recommend the proposer with the most responsive and responsible bid, whose proposal is deemed to offer the best overall value for the City, based on the evaluation factors in this ITB.

AWARD AND CONTRACT EXECUTION

The City Manager will receive the recommendation for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the selected firm.

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PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

6. The length of time in business: _____ years

7. The length of time (continuous) in business as a service organization in Florida:
_____ years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the Proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature_____

Printed Name _____

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 controlled substances is prohibited in the workplace and specifying the actions 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's 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 number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require 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 Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPOSER that has submitted the attached
Proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPOSER nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER,
firm, or person to submit a collusive or sham Proposal in connection with the Work for
which the attached Proposal has been submitted; or to refrain from Proposing in
connection with such Work; or have in any manner, directly or indirectly, sought by
agreement or collusion, or communication, or conference with any PROPOSER, firm, or
person to fix any overhead, profit, or cost elements of the Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy,
connivance, or unlawful agreement any advantage against (Recipient), or any person
interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of
the PROPOSER or any other of its agents, representatives, owners, employees or parties
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

State of Florida County of _____

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this _____ day of _____, 2025.

By _____

Personally known _____ OR produced identification _____

Notary Public

My Commission Expires _____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employee of the City of Opa-Locka or its elected officials, as a commission, kickback, reward, or gift, whether directly or indirectly, by me or any member of my firm, or by any officer of the corporation.

By: _____

Title: _____

Sworn to and subscribed before me this

____ day of _____, **2025**

Notary Public,
State of Florida at Large
My Commission Expires: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Description of Services Provided: _____

2) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Description of Services Provided: _____

3) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Description of Services Provided: _____



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 A FORMAL PARTNERSHIP WITH THE ORANGE BOWL COMMITTEE (OBC) FOR THE REDEVELOPMENT OF INGRAM PARK, WITHIN THE CITY, AS "ORANGE BOWL FIELD AT INGRAM PARK"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Orange Bowl Committee (OBC) has established a record of partnering with South Florida municipalities to redevelop public parks into premier multi-purpose athletic facilities. These Orange Bowl Legacy Park Projects include Moore Park in Miami, Harris Field in Homestead, Carter Park in Fort Lauderdale, and Walt Frazier Park in Miami Gardens. Investments have ranged from \$1.25M to \$2.3M, with funding shared among OBC, the host city, Miami-Dade County, and State/Federal grant; and

WHEREAS, the Orange Bowl Committee (OBC) has expressed interest in partnering with local municipalities to redevelop community athletic fields under its "Orange Bowl Field" initiative; and

WHEREAS, Ingram Park, within the City of Opa-Locka ("City") has been identified as a prime candidate for redevelopment into a multi-purpose sports hub, in partnership with OBC. The proposed facility would carry the name "Orange Bowl Field at Ingram Park", bringing visibility, equity, and significant investment into the City; and

WHEREAS, the proposed scope of the Project includes a synthetic turf multi-purpose football/soccer field, eight-lane running track, modern sports lighting system, video scoreboard and sound system, Americans with Disabilities Act (ADA) compliant bleachers, fencing, and pathways, and an Orange Bowl-branded entry monument. Future phases will include restrooms, concessions, parking, shade structures, and landscaping; and

WHEREAS, this Project will directly address long-standing disparities in recreational access and provide equitable opportunities for youth sports, fitness, and community events; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the City Manager to pursue a formal partnership with the Orange Bowl Committee to redevelop Ingram Park as "Orange Bowl Field at Ingram Park".

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 pursue a formal partnership with the Orange Bowl Committee to redevelop Ingram Park as "Orange Bowl Field at Ingram Park".

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

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

Department Manager:	Adelina Gross		Department Director Signature:		
City Manager:	Sha'mecca Lawson		CM Signature:		
Commission Meeting Date:	11.12.2025	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
				X	X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No
					X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
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:	Capital Improvements Program	

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 A PARTNERSHIP WITH THE ORANGE BOWL COMMITTEE FOR THE REDEVELOPMENT OF INGRAM PARK.

Staff Summary:

The Orange Bowl Committee (OBC) has established a record of partnering with South Florida municipalities to redevelop public parks into premier multi-purpose athletic facilities. These **Orange Bowl Legacy Park Projects** include Moore Park in Miami, Harris Field in Homestead, Carter Park in Fort Lauderdale, and Walt Frazier Park in Miami Gardens. Investments have ranged from \$1.25M to \$2.3M, with funding shared among OBC, the host city, Miami-Dade County, and State/Federal grants.

Ingram Park has been identified as a prime candidate for redevelopment into a multi-purpose sports hub, in partnership with OBC. The proposed facility would carry the name "**Orange Bowl Field at Ingram Park**", bringing visibility, equity, and significant investment into Opa-locka.

Project Vision

The proposed scope includes:

- Synthetic turf **multi-purpose football/soccer field.**
- **Eight-lane running track.**
- Modern **sports lighting system.**
- **Video scoreboard and sound system.**
- **ADA-compliant bleachers, fencing, and pathways.**
- **Orange Bowl-branded entry monument.**

Future phases will include restrooms, concessions, parking, shade structures, and landscaping.

Community Need

- Opa-locka has a **population of approximately 16,000, with over 30% under the age of 18.**
- The City is an **economically disadvantaged and underserved community** with limited access to modern recreational infrastructure.
- Ingram Park's central location near schools, neighborhoods, and the Tri-Rail station ensures regional accessibility and impact.

This project will directly address long-standing disparities in recreational access and provide equitable opportunities for youth sports, fitness, and community events.

Financial Impact: This project is in an exploratory phase with no commitment of City funds required at this time.

Proposed Action:

Staff recommends authorization for the City Manager to pursue a formal partnership with the Orange Bowl Committee to redevelop Ingram Park as "Orange Bowl Field at Ingram Park."

Attachment:

Prospectus Page
Proposed Ingram Park Improvements

October, 2025



ORANGE BOWL FIELD AT INGRAM PARK

A Legacy Partnership for Opa-locka Families and Youth

The City of Opa-locka is working diligently to redevelop **Ingram Park** into a first-class sports and recreation center. This project will provide the community with long-lasting opportunities and benefits.

WHY INGRAM PARK?

- Opa-locka is home to ~16,000 residents, with **over 30% of our population under 18**.
- Our children deserve safe, modern, and inspiring spaces to play, learn teamwork, and grow strong.
- Ingram Park sits in the **heart of our community**, near schools, neighborhoods, and transit.

THE VISION

Transform Ingram Park into "**Orange Bowl Field at Ingram Park**" – a first-class sports hub featuring:

- A **synthetic turf football and soccer field** that can host year-round games.
- An **8-lane running track** for school meets, walking, and fitness.
- **Modern sports lighting, scoreboard, and sound system**.
- **ADA-compliant bleachers and pathways** for full community access.
- A **signature Orange Bowl monument** celebrating the partnership.

(Future improvements will include new restrooms, concessions, parking, shade, and landscaping.)

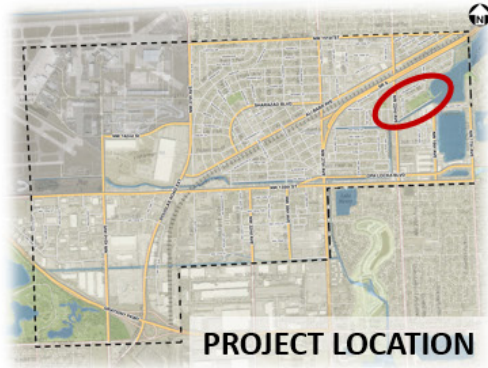
HOW WE WILL FUND IT

This will be a **partnership project**, with funding braided together:

- **Orange Bowl Committee:** \$1.0M–\$1.5M (lead investment & fundraising).
- **City of Opa-locka:** ≈ \$800K **in-kind support** (land, permitting waivers, staff project management, site preparation).
- **Miami-Dade County:** Anticipated allocation of \$400K–\$500K with Commissioner sponsorship.
- **Grants:**
 - FRDAP – \$200K (state parks grant).
 - CDBG – \$400K (federal funding for low- and moderate-income communities).
 - NFL Grassroots – \$300K (football field and lighting support).

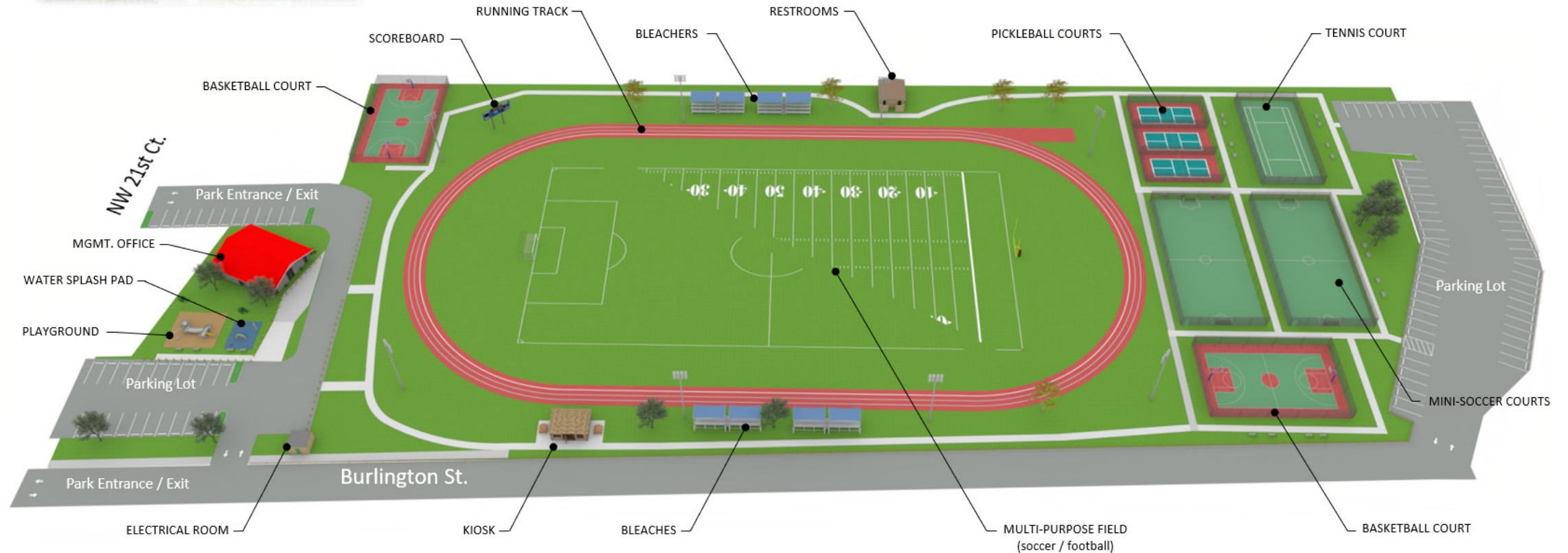
COMMUNITY BENEFITS

- **Youth Opportunities:** Football, soccer, and track leagues and tournaments through the **Orange Bowl Youth Football Alliance (OBYFA)**.
- **Health & Wellness:** A safe and modern park for running, walking, and community gatherings.
- **Equity & Pride:** Opa-locka will join Miami Gardens, Homestead, Fort Lauderdale, and Miami in the network of **Orange Bowl Fields**.
- **Visibility:** Opa-locka families will finally see the same investments enjoyed by neighboring cities.



PROJECT LOCATION

INGRAM PARK IMPROVEMENTS



PUBLIC MEETING
FRDAP
SEPTEMBER 2025



EAST VIEW



INGRAM PARK IMPROVEMENTS

WEST VIEW



PUBLIC MEETING
FRDAP
SEPTEMBER 2025



RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EMERGENCY CONTRACT WITH HERNANDEZ UNDERGROUND CORP FOR THE INSTALLATION OF A FORCE MAIN FOR PUMP STATION #16 FOR AN AMOUNT NOT TO EXCEED NINETY-TWO THOUSAND, FOUR HUNDRED FIFTY-EIGHT DOLLARS AND TWENTY-SIX CENTS (\$92,458.26) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, rehabilitation of Pump Station No. 16 commenced in March 2025, and installation of the wet well requires dewatering of groundwater to allow proper placement; and

WHEREAS, several methods have been attempted to manage this groundwater, including discharge into nearby storm drains and Pump Station No. 12; and

WHEREAS, Pump Station No. 12, which currently receives flows from Pump Station No. 16, does not have the capacity to handle the sustained dewatering flows; and

WHEREAS, these limitations have resulted in the contractor demobilizing until a reliable dewatering method could be identified; and

WHEREAS, the proposed solution is to divert the flows directly to Miami-Dade County Station 300 via Meter Station No. 52, thereby providing the contractor with an acceptable means of dewatering. This diversion will also improve the operational efficiency of both Pump Stations No. 12 and No. 16; and

WHEREAS, Pump Station No. 16 is currently under moratorium by Miami Dade-County Department of Environmental Resources Management (DERM), as it has been operating on two bypass pumps for an extended period. This condition has prevented businesses from renewing or obtaining new licenses and has increased the likelihood of sanitary sewer overflows; and

WHEREAS, given these risks, the City has sourced the services of Hernandez Underground Corp for an emergency procurement; and

WHEREAS, Hernandez Underground Corp has proposed Ninety-Two Thousand, Four Hundred Fifty-Eight Dollars and Twenty-Six Cents (\$92,458.26) for the Project and the City Commission desires to accept the proposal and further enter into an agreement with Hernandez Underground Corp; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the City Manager to enter into an emergency contract with Hernandez Underground Corp, attached hereto as Exhibit "A" for the installation of a force main for Pump Station #16, within the City, in an amount not to exceed Ninety-Two Thousand, Four Hundred Fifty-Eight Dollars and Twenty-Six Cents (\$92,458.26).

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby authorize the City Manager to enter into an emergency contract with Hernandez Underground Corp, attached hereto as Exhibit "A" for the installation of a force main for Pump Station #16, within the City, in an amount not to exceed Ninety-Two Thousand, Four Hundred Fifty-Eight Dollars and Twenty-Six Cents (\$92,458.26).

S

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

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

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



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

Department Director:	Airia Austin		Department Director Signature:				
Interim City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	11.12.2025		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 X	Yes	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: 35-535340		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes X	No	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No X	Strategic Plan Priority Area: Enhance Organizational Bus. & Economic Dev Public Safety Quality of Education Qual. of Life & City Image Communication	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	City Manager		Department:	Public Works			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HERNANDEZ UNDERGROUND CONSTRUCTION FOR THE INSTALLATION OF A FORCE MAIN FOR PUMP STATION #16 FOR AN AMOUNT NOT TO EXCEED \$92,458.26.

Staff Summary:

Rehabilitation of Pump Station No. 16 commenced in March 2025. Installation of the wet well requires dewatering of groundwater to allow proper placement. Several methods have been attempted to manage this groundwater, including discharge into nearby storm drains and Pump Station No. 12. However, Pump Station No. 12, which currently receives flows from Pump Station No. 16, does not have the capacity to handle the sustained dewatering flows.

These limitations resulted in the contractor demobilizing until a reliable dewatering method could be identified. The proposed solution is to divert the flows directly to Miami-Dade County Station 300 via Meter Station No. 52. Thereby providing the contractor with an acceptable means of dewatering. This diversion will also improve the operational efficiency of both Pump Stations No. 12 and No. 16.

Pump Station No. 16 is currently under moratorium by DERM, as it has been operating on two bypass pumps for an extended period. This condition has prevented businesses from renewing or obtaining new licenses and has increased the likelihood of sanitary sewer overflows. Given these risks, the City has sourced the services of Hernandez Underground Construction under an emergency procurement. Hernandez Underground Construction is a reputable contractor that anticipates completing the project, barring unforeseen underground conflicts.

Financial Impact: The FY 2025 Adopted Budget for repairs, in Account 35-535340 (Other Contract Services), has a current balance of \$118,769.82, which is sufficient to fund this project.

Proposed Action:

Staff recommends that the City Commission authorize the City Manager to enter into a contract with Hernandez Underground Construction in the amount of \$92,458.26 to complete the diversion of Pump Station No. 16 discharge flows.

Attachment:

Hernandez Underground Proposal
Kendall Paving Proposal
AC Trench Proposal



CONTRACT AGREEMENT

BETWEEN

CITY OF OPA- LOCKA

AND

HERNANDEZ UNDERGROUND CORP

FOR

INSTALLATION OF A FORCE MAIN FOR PUMP STATION #16, WITHIN THE CITY

AGREEMENT

THIS IS AN AGREEMENT dated the _____ Day of _____ 2025, between:

CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter
"CITY,"

and

HERNANDEZ UNDERGROUND CORP

A licensed Company, authorized to do business in the State of Florida,
hereinafter "CONTRACTOR".

WITNESSETH:

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

ARTICLE 1

PREAMBLE

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

- 1.1 On _____, the CITY authorized the proper CITY officials to enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

ARTICLE 2

SCOPE OF WORK

- 2.1 The CONTRACTOR shall furnish all of the materials, equipment, tools, supplies, and labor necessary to provide professional installation services of a force main for Pump Station #16, within the City (Attached hereto as Exhibit "A") and the City's resolution approving this project (Attached hereto as Exhibit "B").
- 2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.
- 2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards for specified services. If within **One (1) year** following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

ARTICLE 3

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 3.1 The CONTRACTOR shall commence work to be performed under this Agreement **upon full execution of Contract**. CONTRACTOR shall complete all work in a timely manner, within **two (2) weeks after full execution of this Agreement**. Should there be any delay in issuance of permit by the jurisdictional authorities completion time will be adjusted accordingly.
- 3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.
- 3.3 Contractor's failure to perform the work specified in Exhibit "A" shall result in Contractor being required to pay liquidated damages in the Amount of One Thousand Dollars and Zero Cents (**\$1,000.00**) per day for each unexcused day after the completion date set forth in Section 3.1 above.

ARTICLE 4

CONTRACT SUM

- 4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, **Ninety-Two Thousand, Four Hundred Fifty-Eight Dollars and Twenty-Six Cents (\$92,458.26)** for work to be completed in accordance with the "Proposal" submitted by CONTRACTOR. Itemized prices for work completed by the CONTRACTOR shall be as reflected in the proposal submitted, a copy of which is attached hereto and made a part hereof as Exhibit "A", with no change in the price shown. A total contract price hereto is referred to as Contract Sum and shall be **Ninety-Two Thousand, Four Hundred Fifty-Eight Dollars and Twenty-Six Cents (\$92,458.26).**
- 4.2 Notwithstanding any other provision of this contract, the CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of one (1) year after final completion certificate and retainage payment, and shall correct within fourteen business days (14) any defects which may appear during this period upon notification by CITY. This provision shall in no way affect the manufacturing warranty for repair or replacement.
- 4.3 The making and acceptance of the final payment shall constitute a waiver of all claims by CONTRACTOR except those previously made and still unsettled.

ARTICLE 5

FINAL PAYMENT

- 6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
- (a) The Contract has been fully performed by the Contractor upon the Contractor's fulfilled responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment, and
 - (b) The Contractor has furnished the City with Final Release of Lien from his own company and from each subcontractor for labor, equipment, services or materials described in the Final Application for Payment, and
 - (c) A final Project Certificate for Payment has been issued by the City upon the Architect/Engineer of records final completion Certificate, and
 - (d) The Contractor has met all provisions of the reporting requirements of grants if the project is funded by grant money; such final payment shall be made by the Owner not more than 20 days after the issuance of the final Project Certificate for Payment.

ARTICLE 6

CONTRACTOR'S LIABILITY INSURANCE

- 7.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this Article and such insurance has been approved by the CITY nor

- shall the CONTRACTOR allow any Subcontractor, if applicable, to commence work on a sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.
- 7.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.
- 7.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.
- 7.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as set forth in the Architect/Engineer of Records' Final Completion Certificate and the Certificate of Occupancy (C.O.) as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least three (3) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.
- 7.5 Contractor's Insurance Coverage shall include General Liability, Automobile Liability, Professional Liability and Worker's Compensation and Employer's Liability:
- (a) Workers' Compensation Insurance – as required by law;
 - (b) Employer's Liability Insurance - as required by law;
 - (c) Automobile Liability Insurance – the minimum limit of coverage shall be \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability
 - (d) Personal Injury in the minimum amounts of \$1,000,000 for combined Bodily Injury and Property Damage.
 - (e) Professional Liability Insurance: minimum coverage shall be \$1,000,000.00 with deductible or self-insured retention (SIR) indicated.
- 7.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as additional insured under their policy.
- 7.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures, following discussion and confirmation of the same with the Contractor.

ARTICLE 7

PROTECTION OF PROPERTY

- 8.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever.

ARTICLE 8

CONTRACTOR'S INDEMNIFICATION

- 9.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters and with the work being performed by Contractor. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.
- 9.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.
- 9.3 If a court of competent jurisdiction holds the City liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 9

INDEPENDENT CONTRACTOR

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

ARTICLE 10

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

DATE

PROJECT NAME

PROJECT COST

CHANGES DESCRIPTION

ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT

ESTIMATED PROJECT COMPLETION DATE

ARCHITECT/ENGINEER OF RECORD'S APPROVAL

- 12.2 In no event will the CONTRACTOR be compensated for, nor will the City request for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11

TERM AND TERMINATION

- 13.1 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.
- 13.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the Agreement.

ARTICLE 12

CONTRACT DOCUMENTS

- 14.1 CONTRACTOR and CITY hereby agree that the following Contract Documents, made a part of this Agreement, as if written herein word for word: This Agreement; Proposals as set forth in Exhibit “A” and City’s Resolution in Exhibit “B”.

ARTICLE 13

MISCELLANEOUS

15.1 Legal Representation:

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

15.2 Assignments:

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

15.3 Records:

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

15.4 Ownership of Documents:

Reports, surveys, plans, calculations, shop-drawings studies and other data provided in connection with this Agreement are and shall remain the property of City.

15.5 No Contingent Fees:

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.6 Notice:

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

CITY:	Sha'mecca Lawson, City Manager 780 Fisherman Street, 4 th Floor Opa-locka, Florida 33054
COPY TO:	Burnadette Norris-Weeks, City Attorney 401 NW 7 th Avenue Fort Lauderdale, FL 33311
COPY TO:	Airia Austin, CIP Director 780 Fisherman Street, 4 th Floor Opa-locka, Florida 33054
CONTRACTOR:	HERNANDEZ UNDERGROUND CORP Reynaldo Hernandez 1520 SW 119th Terrace DAVIE, FL 33325

15.7 Binding Authority:

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

15.8 Exhibits:

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

15.9 Headings:

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

15.10 Severability:

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

15.11 Governing Law:

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

15.12 Disputes:

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

15.13 Attorney's Fees:

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

15.14 Extent of Agreement:

This Agreement, together with all contract documents, and all exhibits hereto or to the contract documents, represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.15 Waiver:

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

15.16 Equal Opportunity Employment:

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated, during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

15.17 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.

ARTICLE 14

NOTICE TO PROCEED

The CONTRACTOR shall commence work within five (5) working days from the date of the Notice to Proceed (NTP) following **the issuance of approved permit by jurisdictional authorities, whichever comes earlier**. No work shall begin without NTP. Residents must be given at least 48 hour-notice to commence construction at the site.

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 OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF OPA-LOCKA

ATTEST:

Joanna Flores, CMC

City Clerk

BY: _____
Sha'mecca Lawson

City Manager

APPROVED AS TO FORM:

Burnadette Norris-Weeks, P.A.,

City Attorney

HERNANDEZ UNDERGROUND CORP

ATTEST:

Authorized Representative (Name)

(Signature)

WITNESSES:

(Name)

(Signature)

(Name)

(Signature)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State
and County aforesaid on this ____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

See attached document for Exhibit "A"

PROPOSAL:

**HERNANDEZ UNDERGROUND CORP dated October 31,
2025 for the total amount of \$ 92,458.26**

See attached document for Exhibit “B”

CITY’S RESOLUTION No. 20-



1520 SW 119th Terrace
 Davie, FL 33325
 Phone 786-514-1107 Fax 954-885-5554

rey@hernandezunderground.com

To:

[City of Opa Locka](#)
[Public Work Utility Department](#)
 Attn. Owen Carney

PROPOSAL

DATE: October 31, 2025

FOR: 13185 NW 45th Ave
 Opa Locka FL

DESCRIPTION	AMOUNT
LABOR	
Installation of 480 LF of 8" sewer force Main	\$48,000.00
Install (2) 8" Plug valve	\$2,000.00
Connecto to exisitng force Main	
Total Labor	\$50,000
Total Materials (see attached Invoice) - credit for tax exemption	\$42,458
Proposal Total	\$92,458.26



DATE:10-13-25

Proposal To:

JOB NAME & ADDRESS:

City of Opa-Locka

City of Opa-Locka

4500 nw 135th St

We propose to furnish the following:

Pay Item	Description				Price
1	Install 480' of 8" DIP				\$ 112,580.00
2	Install valves/fittings per drawings				\$ 8,690.00
3	Restore green areas/grade				\$ 6,980.00
Total:					\$ 128,250.00

Exclusions:

No Permits or fees included

Terms and Conditions:

- 1 **Proposal valid for the above described items only.**
- 2 Any additional work will be considered a change order.
- 3 No government, City or county fees, Permit fees or any Fees not included in the above description

Payment Terms:

100% upon completion

This proposal is valid for 30 days after the day of bid submission and subject to revision after this date

Approval of Proposal:

Customer

Date

Osmany Hernandez Kendall Paving LLC.

Date

AC TRENCH CORP
CUC 1225798

PROPOSAL

Project Number:
Project Name:8" Force Main Opalocka
Requested by: City of Opalocka

Task description	Amount	Unit	Extended
SEWER			
Installation of Force Main			
8" DIP P401	1.00	LS	
8" DIP P401	480.00	LF	
6" DIP P401	40.00	LF	
8" restrainer	6.00	EA	
12"x8" Tapping Sleeve and Valve	1.00	EA	
8" DIP MJ 90 Fitting	1.00	EA	
6"x6"x6" MJ Tee	1.00	EA	
8" x6" MJ Reducer	1.00	EA	
6' Hymax	1.00	EA	
6" Plug Valve	2.00	EA	
2" Automatic Air Release	1.00	EA	
Trench Restoration	1.00	LS	
6" Asbestos Pipe Removal and disposal(up to 40 LF)	1.00	LS	
Testing	1.00	LS	
			133,096.79
Subtotal Utilities			133,096.79
General Conditions			
General Conditions			
	1.00	LS	
Mobilization	1.00	LS	
MOT	1.00	LS	
Trench Safety	1.00	LS	
Survey/As builds	1.00	LS	
			13,310.00
Subtotal General Conditions			13,310.00
Grand Total of project			146,406.79

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ESTABLISHING A CITY STREET SCHEDULE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka adopted Resolution No. 25-080, which directed the City Manager to explore the feasibility of a street sweeping ordinance; and

WHEREAS, it has been determined that establishing a street sweeping schedule, supported by an ordinance will assist the City of Opa-Locka ("City") to maintain clean, safe, and environmentally friendly streets and ensure residents cooperate by keeping streets clear when cleaning is scheduled; and

WHEREAS, the City Manager has tasked the Public Works Department with street sweeping weekly in various zones which is in coordination with the stormwater and drain cleaning schedule; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to establish and adopt a City Street Sweeping Schedule, attached hereto as Exhibit "A".

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby establishes and adopts a City Street Sweeping Schedule, 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 as may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE.

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

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

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

City Manager:	Sha'mecca Lawson			CM Signature:			
Commission Meeting Date:	11.12.2025		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
				X			
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X					
				Public Hearing: (Enter X in box)	Yes	No	Yes
					X		X
Funding Source: Account# :	(Enter Fund & Dept) NA		Advertising Requirement: (Enter X in box)	Yes		No	
							X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. Of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA APPROVING AND ESTABLISHING A CITY STREET SCHEDULE.

Staff Summary:

The City Commission adopted Resolution No. 25-080, which directed the City Manager to explore the feasibility of a street sweeping ordinance. It has been determined that establishing a street sweeping ordinance will help the city maintain clean, safe, and environmentally friendly streets and ensure residents cooperate by keeping streets clear when cleaning is scheduled. The Public Works Department is tasked with street sweeping weekly in various zones which is in coordination with the stormwater and drain cleaning schedule.

Financial Impact: There is no financial impact.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Street Sweeping Schedule

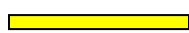


CITY OF OPA-LOCKA DEPARTMENT OF PUBLIC WORKS

WEEKLY STREET SWEEPING SCHEDULE

The following Street Sweeping schedule for the Stormwater Division has been established. Please follow the color-coded areas and the corresponding weeks outlined below:

ZONES AND SCHEDULES

 **YELLOW | ZONE 1 | FIRST WEEK OF MONTH**

 **RED | ZONE 2 | SECOND WEEK OF MONTH**

 **GREEN | ZONE 3 | THIRD WEEK OF MONTH**

 **BLUE | ZONE 4 | FOURTH WEEK OF MONTH**

ZONE 1: 1st week of every month (Yellow Area): Street Sweeping (Monday through Friday 8:00am to 5:00pm)

- Sharazad Blvd. from Ali-baba through NW 27th Avenue
- Ali-baba Avenue from 42nd/37th Avenue Connector through (NW) 27th Avenue (6 :00 a.m. to 8:00a.m.)
- Opa-locka Blvd from Sharazad thru (NW) 27th Avenue
- 27th Avenue from Dunad through (NW) 135th Street
- Sinbad Avenue from Atlantic Avenue through (NW) 135 Street
- Superior Street from Opa-locka Blvd through (NW) 27th Avenue
- Perviz Avenue from Dunad Avenue through Sharazad Blvd

ZONE 2: 2nd week of every month (Yellow Area): Street Sweeping (Monday through Friday 8:00 a.m. to 5:00 p.m.)

- Ali-baba Avenue from (NW) 27th Avenue through (NW) 22 Avenue connection (6:00 am to 8:00am)
- (NW) 27th Avenue Frontage Road from (NW) 147 Street through (NW) 151 Street
- (NW) 151st Street from (NW) 27th Avenue through (NW) 22nd Avenue
- (NW)22nd Avenue from (NW) 151st Street through S.R.9



- (NW) 22nd Avenue from S.R 9 through 135th Street
- Burlington Street from (NW) 26th Avenue through S.R 9
- (NW) 143rd Street from (NW) 23^{ct} through (NW) 22^{ct}
- (NW) 139 Street from (NW) 26th Avenue through (NW) 23rd Avenue
- Opa-locka Blvd. from (NW) 22nd Avenue through 27th Avenue
- Grant Avenue from (NW) 22nd Avenue through (NW) 151 Street
- Lincoln Avenue from (NW) 22nd Avenue through (NW) 151 Street
- Washington Avenue from (NW) 22nd Avenue through (NW) 151 Street
- Ali-baba Avenue from (NW) 22nd Avenue through (NW) 151 Street Connector
- Rutland Street from (NW) 20th Avenue through (NW) 18th Avenue
- York Street (NW) 2151 Avenue through Wilmington Street

ZONE 3: 3rd week of every month Green Area: Street Sweeping (Monday through Friday 8:00 a.m. to 5:00 p.m.)

- 37th Avenue /Douglas Road - Frontage Road from Harem Avenue through Oriental Blvd.
- Oriental Blvd. from 37th Avenue /Douglas Road - Frontage Road through (NW) 27th Avenue
- Perviz Avenue from Oriental Blvd through Dunad Avenue
- (NW) 27th Avenue from Oriental Blvd through Dunad Avenue

ZONE 4: 4th week of every month Blue Area: Street Sweeping (Monday through Friday 8:00 a.m. to 5:00 p.m.)

- (NW) 38^{ct} from (NW) 132 Street through (NW) 135th Street
- Port Said Road from (NW) 135th Street through (NW) 127th Street
- (NW) 29th Avenue from (NW) 132nd Street through 133rd Street
- (NW) 132nd Terrace from (NW) 29th Avenue through (NW) 28th Avenue
- 132nd Street from NW 30th Avenue through NW 27th Avenue
- (NW) 28th Avenue from (NW) 135th Street through (NW) 132nd Street
- (NW) 27th Avenue from (NW) 135th Street through (NW) 127th Street



**ZONE 1 | 1st WEEK
OF MONTH
Monday - Friday
8:00 to 5:00**

- Sharazad Blvd. from Ali-baba through NW 27th Avenue
- Ali-baba Avenue from 42nd/37th Avenue Connector through (NW) 27th Avenue (6 :00 a.m. to 8:00a.m.)
- Opa-locka Blvd from Sharazad thru (NW) 27th Avenue
- 27th Avenue from Dunad through (NW) 135th Street
- Sinbad Avenue from Atlantic Avenue through (NW) 135 Street
- Superior Street from Opa-locka Blvd through (NW) 27th Avenue
- Perviz Avenue from Dunad Avenue through Sharazad Blvd

**ZONE 2: 2ND WEEK OF
MONTH
Monday- Friday
8:00 to 5:00**

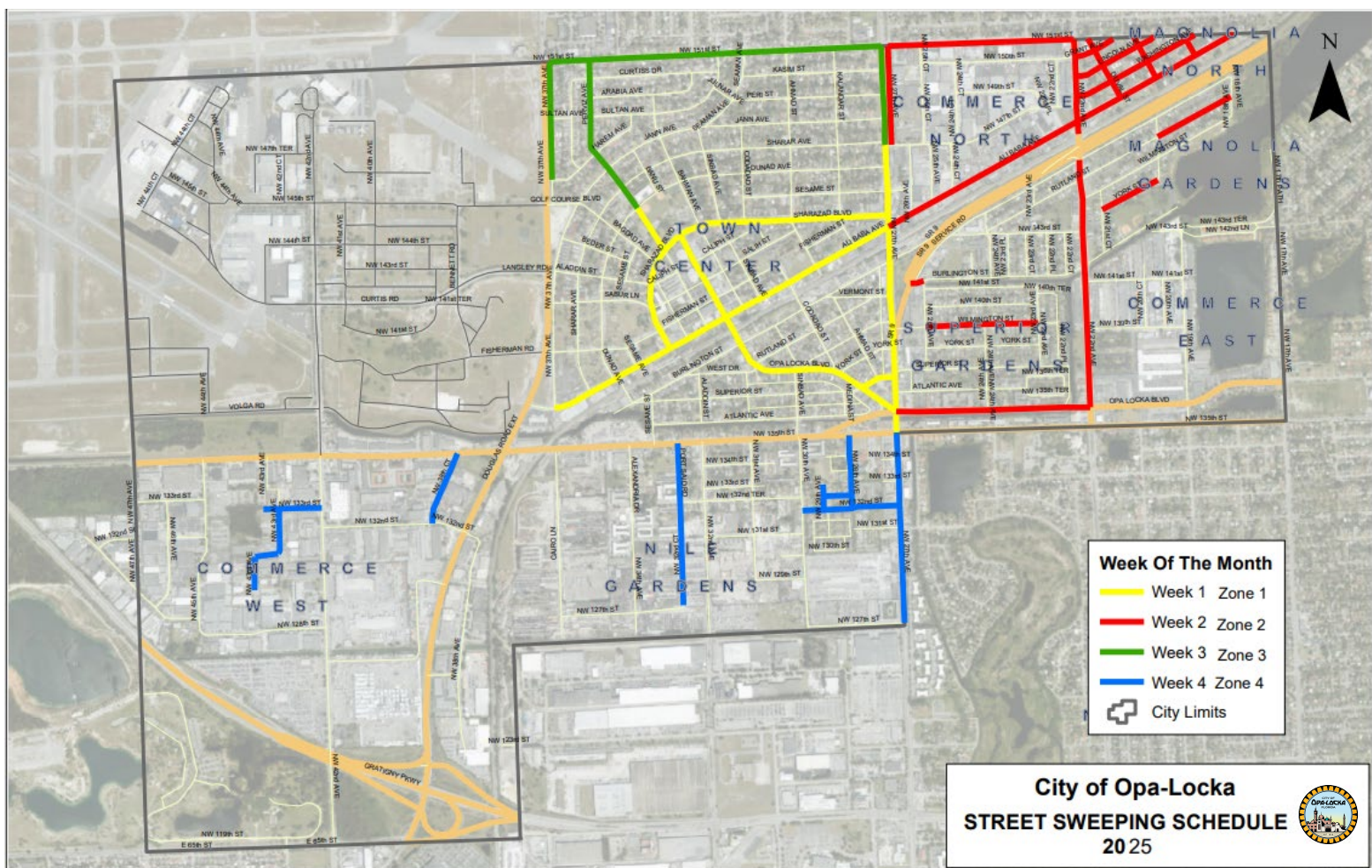
- Ali-baba Avenue from (NW) 27th Avenue through (NW) 22 Avenue connection (6:00 am to 8:00am)
- (NW) 27th Avenue Frontage Road from (NW) 147 Street through (NW) 151 Street
- (NW) 151st Street from (NW) 27th Avenue through (NW) 22nd Avenue
- (NW) 22nd Avenue from (NW) 151st Street through S.R.9
- (NW) 22nd Avenue from S.R 9 through 135th Street
- Burlington Street from (NW) 26th Avenue through S.R 9
- (NW) 143rd Street from (NW) 23ct though (NW) 22ct
- (NW) 139 Street from (NW) 26th Avenue through (NW) 23rd Avenue
- Opa-locka Blvd. from (NW) 22nd Avenue through 27th Avenue
- Grant Avenue from (NW) 22nd Avenue through (NW) 151 Street
- Lincoln Avenue from (NW) 22nd Avenue through (NW) 151 Street
- Washington Avenue from (NW) 22nd Avenue through (NW) 151 Street
- Ali-baba Avenue from (NW) 22nd Avenue through (NW) 151 Street Connector
- Rutland Street from (NW) 20th Avenue through (NW) 18th Avenue
- York Street (NW) 2151 Avenue through Wilmington Street

**ZONE 3: 3rd WEEK OF
MONTH
Monday- Friday
8:00 to 5:00**

- 37th Avenue /Douglas Road - Frontage Road from Harem Avenue through Oriental Blvd.
- Oriental Blvd. from 37th Avenue /Doug las Road - Frontage Road through (NW) 27th Avenue
- Perviz Avenue from Oriental Blvd through Dunad Avenue
- (NW) 27th Avenue from Oriental Blvd through Dunad Avenue

**ZONE 4: 4th WEEK OF
MONTH
Monday- Friday
8:00 to 5:00**

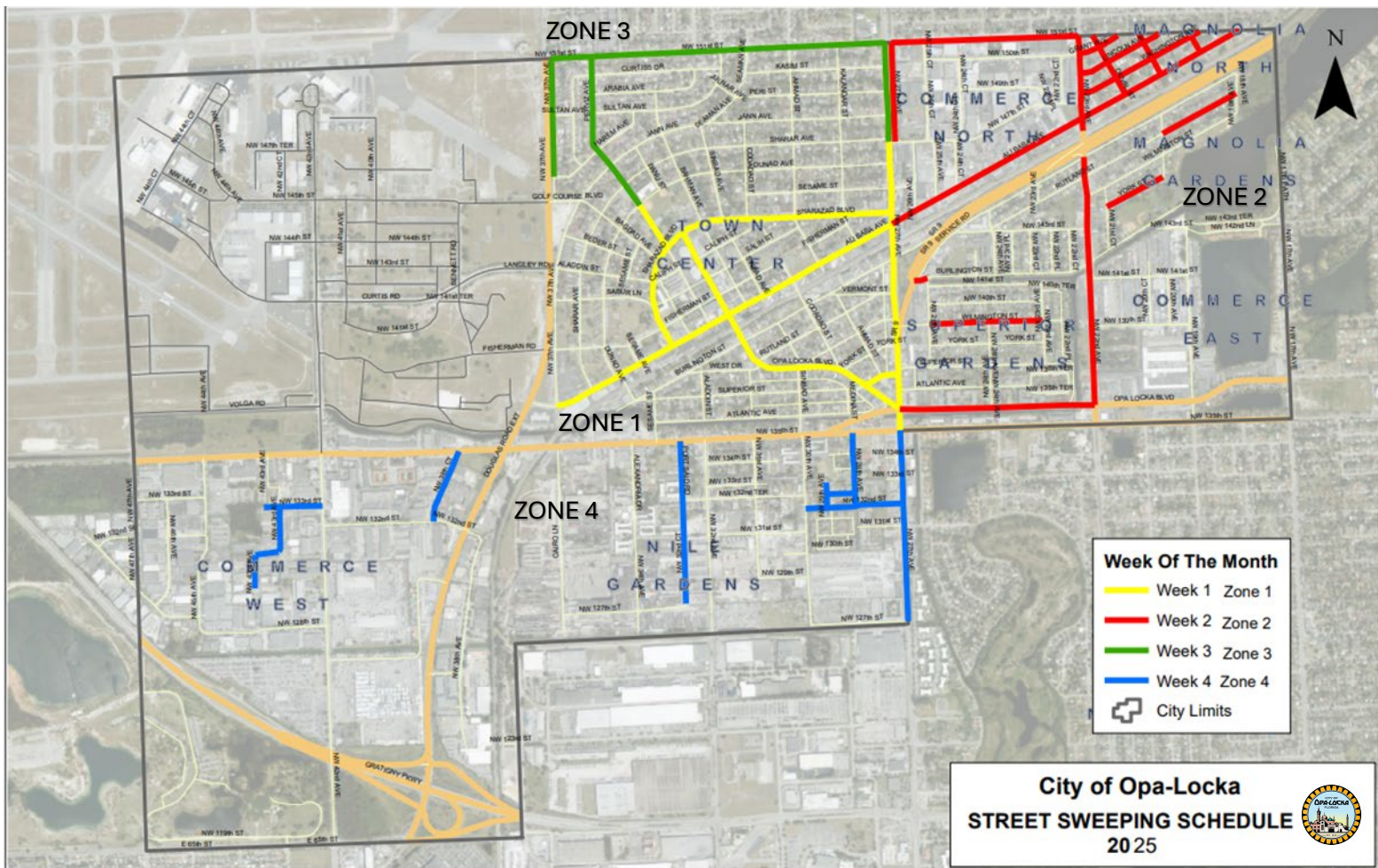
- (NW) 38^{ct} from (NW) 132 Street through (NW) 135th Street
- Port Said Road from (NW) 135th Street through (NW) 127th Street
- (NW) 29th Avenue form (NW) 132nd Street through 133rd Street
- (NW) 132nd Terrace from (NW) 29th Avenue through (NW) 28th Avenue
- 132nd Street from NW 30th Avenue through NW 27th Avenue
- (NW) 28th Avenue from (NW) 135th Street through (NW) 132nd Street
- (NW) 27th Avenue from (NW) 135th Street through (NW) 127th Street



Avenues run- North and South

Streets – East to West.

Courts/ Places- East to West- enclosed ,dead end or Cul-de-sac



Sponsored By: City Manager

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH FOUNDATION RISK PARTNERS, CORP D/B/A ACENTRIA PUBLIC RISK FOR THE PROVISION OF AGENT OF RECORD SERVICES FOR GENERAL LIABILITY, CYBER LIABILITY, AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE, PROPERTY, AND WORKERS COMPENSATION AND EMPLOYER LIABILITY COVERAGE, IN THE FORM ATTACHED HERETO; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 25-051, the City of Opa-Locka ("City") accepted the proposal of Foundation Risk Partners, Corp d/b/a Acentria Public Risk for Agent of Record Services for General Liability, Cyber Liability, Automobile Liability and Physical Damage, Property, and Workers Compensation and Employer Liability Coverage and entered into an agreement with Acentria Public Risk for same; and

WHEREAS, following the passage of Resolution 25-051, Foundation Risk Partners, Corp d/b/a Acentria Public Risk requested changes to the agreement form related to certain funding, indemnification and contract termination provisions; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to amend the agreement with Foundation Risk Partners, Corp d/b/a Acentria Public Risk for Agent of Record Services for General Liability, Cyber Liability, Automobile Liability and Physical Damage, Property, and Workers Compensation and Employer Liability Coverage, in the amendment form attached hereto as Exhibit "A".

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby accepts the amendment related to RFP No. 25-0512200, for Agent of Record Services for General Liability, Cyber Liability, Automobile Liability and Physical Damage, Property, and Workers Compensation and Employer Liability Coverage, in an agreement form attached hereto as Exhibit "A".

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

Resolution No. 25-
hearing, by filing a corrected copy of same with the City.

SECTION 4. This Resolution shall take effect upon 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

City Manager:	Sha'mecca Lawson		CM Signature:					
Commission Meeting Date:	11.12.2025		Item Type:	Resolution	Ordinance		Other	
			(Enter X in box)	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
						X		X
Funding Source: <i>Account# :</i>	(Enter Fund & Dept) NA		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No	
							X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:					
		X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: 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 AMENDMENTS TO THE AGREEMENT WITH FOUNDATION RISK PARTNERS, CORP D/B/A ACENTRIA PUBLIC RISK FOR THE PROVISION OF AGENT OF RECORD SERVICES.

Staff Summary:

The City Commission passed Resolution No. 25-051, which accepted the proposal of the Foundation Risks Partners for agent of record insurance services. Subsequent to the resolution's adoption, the agent of record requested revisions to the agreement related to specific provisions governing funding, indemnification, and contract termination. These requested changes were submitted for legal sufficiency and now is being presented for the City Commission's consideration.

Financial Impact: There is no financial impact.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Resolution 25-051

CITY OF OPA-LOCKA
AGENT OF RECORD FOR GENERAL LIABILITY, CYBER LIABILITY,
AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE, PROPERTY, AND WORKERS
COMPENSATION AND EMPLOYER LIABILITY COVERAGE AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2025, between:

THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

FOUNDATION RISK PARTNERS, CORP D/B/ A ACENTRIA PUBLIC RISK, a
Foreign Corporation, hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 CITY is in need of a CONTRACTOR to provide services for Agent of Record for Employee Benefits.

1.2 CITY has a strong commitment to providing high quality Insurance and Benefits to CITY employees.

1.3 CITY issued RFP NO. 25-0512200 ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of June 11, 2025, CITY selected CONTRACTOR to perform the services needed for Agent of Record for Employee Benefits.

1.5 CONTRACTOR's firm shall furnish all services, work, labor, equipment, and materials necessary to obtaining competitive market quotes and shall provide enrollment and administrative support services for a wide range of employer group and individual employee benefits for the City of Opa-locka.

ARTICLE 2
SCOPE OF WORK

2.1 CONTRACTOR shall furnish all the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Qualifications RFP 25-0512200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", and the Contractor's Response, which is attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 25-0512200.

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

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

ARTICLE 3
COMMENCEMENT OF SERVICES

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

ARTICLE 4
COMPENSATION

4.1 CONTRACTOR will contract services for an amount of Ninety-Five Dollars (\$95,000.00).

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

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

- A. Disbursements. There are no reimbursable expenses associated with this Agreement.
- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services have been rendered in conformity with the Agreement, the invoice will be sent to the City of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.

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

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

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

5.4 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minim limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive

than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.5 The CONTRACTOR shall hold the CITY, the City of Opa-Locka their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.6 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

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

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

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

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

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

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor

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

ARTICLE 9 CONTRACT BOND

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

NOT APPLICABLE

ARTICLE 10 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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

ARTICLE 11 TERM AND TERMINATION

11.1 This Agreement shall commence upon execution of this Agreement and shall be effective for one year with two one-year renewals upon agreement of the parties and subject to City Commission approval.

11.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and

reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 12 CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 25-0512200, Exhibit "A", and the Scope of Services, attached hereto as Exhibit "B".

ARTICLE 13 MISCELLANEOUS

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

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

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

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

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

IF THERE ARE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY OF OPA-LOCKA AT: JOANNA FLORES, CITY OF OPA-LOCKA, 780 FISHERMAN ST, 4TH FLOOR, OPA-LOCKA, FL 33054; TEL: 305-953-2800.

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

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

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

CITY: Sha'mecca Lawson, Interim City
Manager City of Opa-locka Municipal
Complex 780 Fisherman Street,
Fourth Floor Opa-locka, FL 33054

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

Contractor: Foundation Risk Partners, Corp. d/b/a Acentria Public Risk
Attn: Thomas J. Leek, Chief Legal Officer
780 W. Granada Boulevard
Ormond Beach, FL 32174

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

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

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

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

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

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

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

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

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

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

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling

interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

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

City of Opa-Locka

ATTEST:

Joanna Flores
City Clerk

BY: _____
Sha'mecca Lawson
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, PA
City Attorney

CONTRACTOR

WITNESSES:

BY: _____

_____[Title]
Foundation Risk Partners, Corp. d/b/a Acentria
Public Risk

ATTEST:

SECRETARY

STATE OF _____)
)
COUNTY OF _____)

SS:

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

EXHIBIT “B”

AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA, AND FOUNDATION RISK PARTNERS, CORP D/B/A ACENTRIA PUBLIC RISK FOR THE PROVISION OF AGENT OF RECORD, FOR GENERAL LIABILITY, CYBER LIABILITY, AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE, PROPERTY, AND WORKERS COMPENSATION AND EMPLOYER LIABILITY COVERAGE.

THIS AMENDMENT entered into between the CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter "CITY", and FOUNDATION RISK PARTNERS, CORP D/B/A ACENTRIA PUBLIC RISK ("EXP"), a Foreign Corporation, hereinafter "CONTRACTOR", hereby amends the Agreement between the parties approved June 11, 2025.

WITNESSETH:

WHEREAS, the City of OPA-LOCKA "City" entered into an agreement with Foundation Risk Partners, Corp d/b/a Acentria Public Risk for Agent of Record Services for General Liability, Cyber Liability, Automobile Liability and Physical Damage, Property, and Workers Compensation and Employer Liability Coverage; and

WHEREAS, the Agreement between the parties was entered into pursuant to Resolution 25-051; and

WHEREAS, pursuant to Resolution No. _____, the City Commission approved an amendment to the terms provided herein; and

WHEREAS, the City Commission desires to authorize the City Manager to execute the Amendment to the Original Project Agreement between CITY and Foundation Risk Partners, Corp d/b/a Acentria Public Risk, as set forth herein.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth in this Amendment, the parties hereby agree to amend follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Project Agreement.
2. Page 2, Section 2.1 of the Agreement entitled "Scope of Work" is hereby amended and shall read:

2.1 CONTRACTOR shall furnish all the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Qualifications RFP 25-0512200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", and the Scope of Services Contractor's Response, which is attached hereto as Exhibit "B". To the extent there is conflict, the terms of the RFP shall prevail.

3. Page 3, Section 4.3(C) entitled "Compensation" is hereby amended and shall read:

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY. However, the CITY assures that it will make reasonable efforts to secure the necessary funding.

The foregoing recitations are true and correct and are hereby incorporated by reference. All other provisions of the Agreement, except as modified herein, shall remain in full force and effect.

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

CITY OF OPA-LOCKA

ATTEST:

OPA-LOCKA CITY CLERK

BY: _____
City Clerk

By: _____
City Manager

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
City Attorney

CONSULTANT

Foundation Risk Partners, Corp d/b/a Acentria Public Risk ("EXP"), a Foreign Corporation authorized to conduct business in the State of Florida

By: _____

Print Name: _____

Title: _____

WITNESS:

Print Name _____

Signature _____

STATE OF FLORIDA COUNTY

OF MIAMI-DADE

The forgoing instrument was acknowledged before me this _____ day of _____, 2025 by [Name and Position] _____, who is personally known to me or has produced identification and acknowledged that he did execute this instrument for the purpose stated herein.

Notary Public, State of Florida

Print Name

My Commission Expires:

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING CITY RESOURCES TO SUPPORT THE TEN NORTH GROUP'S FIVE-DAY EVENT, "THE ART OF TRANSFORMATION" TO BE HELD FROM DECEMBER 3RD THROUGH DECEMBER 8TH, 2025 WITHIN THE CITY; PROVIDING FOR APPROVAL OF THE SPECIAL EVENT PERMIT REQUIRED BY THE CITY'S CODE OF ORDINANCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Opa-Locka Community Development Corporation, Inc. ("OLDC"), doing business as the Ten North Group, intends to host a five-day event to highlight the transformation of the Downtown area of the City of Opa-Locka ("City"); and

WHEREAS, the event, entitled "*The Art of Transformation*" (the "Event"), will unfold in a multitude of layers: cultural, economic, social, and political, each articulating its specificity and focuses on African American Art as the central exhibition. The event is scheduled to be held from December 3rd through December 8th, 2025, to coincide with Art Basel Miami Beach and will be free of charge for attendees; and

WHEREAS, the Ten North Group has requested in-kind donations from the City of Opa-locka and City contributions as follows: Use of Historic City Hall and other public spaces for exhibitions and programs without cost; municipal and public works coordination for logistics, security, and sanitation during the event, and Marketing collaboration including joint social media promotion and public communications recognizing the City of Opa-Locka as a host partner; and

WHEREAS, the City seeks to provide security and permits at no cost to the Ten North Group for this event. The financial impact includes the overtime cost for the City for securing three (3) police officers over five days and to waive revenue from permit fees. Police Officer compensation ranges from \$23.08 for new Officers to \$43.39 for a senior Sergeant. Assuming an average mid-range of an officer (\$30.00 per hour), the estimated overtime cost for 75 police man-hours is projected to be \$6,025, including FICA and Retirement; and

WHEREAS, the waived permit fees are estimated at approximately Five Hundred Seventy Five Dollars (\$575.00). It has been determined that the City will not incur incremental expense due to any marketing collaboration. Therefore, the total financial impact for this event is estimated to be as much as Six Thousand, Six Hundred Dollars (\$6,600.00) if no reserve officers are available for this assignment; and

WHEREAS, because this is a one-time event, it does not present a long-term impact on any City funds; and

WHEREAS, City staff has reviewed and approved the special events permit application, , Attached hereto as Composite Exhibit "A", pursuant to the City's Code of Ordinances and recommends approval; and

WHEREAS, the City Commission finds that it is in the best interests of the City to approve the Special Event Permit, attached hereto as Composite Exhibit "A"; and

WHEREAS, the City Commission finds that it is also in the best interests of the City to assist OLCDC and the Event organizers with essential municipal in-kind resources as described herein.

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

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

Section 2. The City Commission of the City of Opa-Locka hereby authorizes the use of City resources, as set forth herein, to support the Opa-Locka Community Development Corporation, Inc. d/b/a Ten North Group's, five-day event, "The Art of Transformation", to be held from December 3rd - 8th, 2025. The City further approves the Special Event Permit, as set forth in Composite Exhibit "A."

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

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

PASSED and ADOPTED this _____ day of _____, 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:	11.12.2025		Item Type: (Enter X in box)	Resolution	Ordinance		Other
				X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
				Public Hearing: (Enter X in box)	Yes	No	Yes
					X		X
Funding Source:	(Enter Fund & Dept) Ex: See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes		No	
Account# :						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA APPROVING THE USE OF CITY RESOURCES TO SUPPORT "THE ART OF TRANSFORMATION" HOSTED BY TEN NORTH GROUP. THE EVENT WILL BE HELD DECEMBER 3RD - 8TH, 2025 TO COINCIDE WITH ART BASEL MIAMI BEACH 2025.

Staff Summary:

Ten North Group intends to conduct a five-day event to highlight the City's transformations in the Downtown Opa-locka area. The 2025 Art of Transformation will unfold in a multitude of layers: cultural, economic, social, and political, each articulating its specificity and focuses on AfricanAmericanArt as the central exhibition. It is scheduled to be held December 3rd- 8th, 2025 to coincide with Art Basel Miami Beach and will be free of charge for attendees. Ten North Group has requested the City's in-kind donations and contributions as follows:

- Use of Historic City Hall and other public spaces for exhibitions and programs,
- Municipal and public works coordination for logistics, security, and sanitation during the event

- Marketing collaboration including joint social media promotion, and public communications recognizing Opa-locka as a host partner.

Financial Impact- The City has decided to provide security and permits at no cost to Ten North Group for this event. The financial impact includes the overtime cost the City will incur for three police officers over five days and the waived revenue from permit fees. Police Officer compensation ranges from \$23.08 for new Officers to \$43.39 for a senior Sergeant. Assuming an average mid-range Officer (\$30.00 per hour), the estimated overtime cost for 75 police man-hours is \$6,025, including FICA and Retirement, which will be charged to account 26-52140 (Salaries -Overtime), 26-521210 (FICA) and 26-521220 (Retirement). These budgets are considered sufficient at this time without requiring a budget amendment. If Reserve Officers are utilized, this compensation cost won't be incurred. The waived permit fees are approximately \$575. It has been determined that the City won't incur incremental expense from marketing collaboration. Therefore, the total financial impact for this event is estimated to be as much as \$6,600 if no Reserve Officers are available for this assignment. Since this is a one-time event, it does not present a long-term impact on any City funds.

Proposed Action:

Staff recommends approval of the use of City resources to support, "The Art of Transformation" hosted by Ten North Group.

Attachment:

Special Event Permit Applications

Permit # SEP TAG #1061

Permit name: ART OF TRANSFORMATION
2025

Date of event: DEC 3-7, 2025

OFFICE USE ONLY
Approval Signatures Required:

Signed by:

Gregory Gay

DCF8ED63852C45C...

Director of PCD

Signed by:

Esin Daniel Ibia

12E5A14513A2437...

Building Official

DocuSigned by:

Wilma Wilcox

D0B8E3DFE074479...

Code Enforcement

Signed by:

[Signature]

7D0C267900724BA...

Police Commander

DocuSigned by:

Zonya Ray

A9E8728AAB59451...

Park and Recreation Director

Signed by:

[Signature]

95B6709E773E41B...

Public Works Director

Fire Marshall, MDC

[Signature]

City Manager

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO SUBMIT AN UPDATE NO LATER THAN THIRTY (30) DAYS FOLLOWING STATE APPROVAL ON ALL ONGOING COMMISSION INITIATED AND APPROVED PROJECTS OR INITIATIVES, RETROACTIVE TO JANUARY 1, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka recognizes the importance of transparency, accountability, and timely communication regarding the progress of Commission initiated projects and approved projects or initiatives; and

WHEREAS, regular updates from the City Manager ensures that the Commission remains informed of progress and/or challenges; and

WHEREAS, the City Commission desires to direct the City Manager to submit a comprehensive update on the status of all legislation no later than thirty (30) days following State approval; and

WHEREAS, the report shall apply retroactively to all approved resolutions and ordinances effective as of January 1, 2025, and shall include all items approved by the City Commission that have received necessary State authorization and funding, along with timelines for completion and assigned responsible departments; and

WHEREAS, the City Commission finds that it is in the best interests of the City and its residents to direct the City Manager to provide, within 30 days following State approval, a comprehensive written report to the City Commission detailing all Commissioner-initiated and approved projects and legislative items approved since January 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 directs the City Manager to provide, within 30 days following State approval, a comprehensive written report to the City Commission detailing all Commissioner-initiated and approved

projects and legislative items approved since January 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 as may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE.

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

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

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

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:	11.12.2025		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
				X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex:		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 DIRECTING THE CITY MANAGER TO SUBMIT AN UPDATE NO LATER THAN THIRTY (30) DAYS FOLLOWING STATE APPROVAL ON ALL ONGOING COMMISSIONER-INITIATED AND APPROVED PROJECTS OR INITIATIVES, RETROACTIVE TO JANUARY 1, 2025.

Staff Summary:

The City Commission recognizes the importance of transparency, accountability, and timely communication regarding the progress of Commission-initiated projects and initiatives.

Regular updates from the City Manager ensures that the Commission remains informed of progress and/or challenges. The sponsor desires to direct the City Manager to submit a comprehensive update on the status of all legislation no later than thirty (30) days following State approval. This report shall apply retroactively to all approved resolutions and ordinances effective January 1, 2025.

Financial Impact: There is no financial impact associated with the adoption of this resolution.

Proposed Action:

Staff 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, DIRECTING THE CITY MANAGER TO CONDUCT A FEASIBILITY STUDY TO IDENTIFY POTENTIAL LOCATIONS FOR OVERNIGHT AND AFTER-HOURS COMMERCIAL VEHICLE PARKING AND DEVELOP RENTAL, FEE, AND LIABILITY GUIDELINES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka Code of Ordinances prohibits the parking of commercial vehicles in residential districts; and

WHEREAS, the City Commission of the City of Opa-Locka recognizes the need for additional commercial parking opportunities for residents who may not have sufficient on-site or street parking after work hours and finds it is in the public's best interest to explore the feasibility of designating a city-owned or leased site for after-hours and/or overnight commercial parking use; and

WHEREAS, a recommendation shall be presented by the City Manager to the City Commission within sixty (60) days from passage of this Resolution to include the proposed location, estimated cost and rental criteria; and

WHEREAS, the City Commission finds it in the best interests of the City and its residents to direct the City Manager to conduct a feasibility study to identify potential sites for commercial overnight or after-hours parking for commercial vehicles; and to further develop criteria, a rental process and a liability release procedure for the City Commission review within sixty (60) days from passage of this Resolution.

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 conduct a feasibility study to identify potential sites for commercial overnight or after-hours parking for commercial vehicles; and further develop criteria, a rental process and a liability release procedure for City Commission to review within sixty (60) days from passage of 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 as may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE.

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

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

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

City Manager:	Sha'mecca Lawson			CM Signature:			
Commission Meeting Date:	11.12.2025		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:		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 CITY COMMISSION DIRECTING THE CITY MANAGER TO IDENTIFY AND EVALUATE A POTENTIAL SITE OR SITES FOR USE AS OVERNIGHT OR AFTER-HOURS PARKING FOR COMMERCIAL VEHICLES, AND TO DEVELOP CRITERIA, A RENTAL PROCESS, AND A LIABILITY RELEASE PROCEDURE FOR COMMISSION REVIEW AND APPROVAL WITHIN SIXTY (60) DAYS.

Staff Summary:

The City's Code prohibits the parking of commercial vehicles in residential districts. The sponsor recognizes the need for additional commercial parking opportunities for residents who may not have sufficient on-site or street parking after work hours and believes it is in the public's best interest to explore the feasibility of designating a city-owned or leased site for after-hours and/or overnight commercial parking use. A recommendation shall be presented to the City Commission within 60 days to include the proposed location, estimated cost and rental criteria.

Financial Impact: There is no financial impact associated with the adoption of this resolution.

Proposed Action:

Staff 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, AUTHORIZING THE CITY MANAGER TO ADD A "SUNDAY AFTERNOON GOSPEL" EVENT AS PART OF THE 2026 ARABIAN NIGHTS FESTIVAL WEEKEND; PROVIDING A REQUIREMENT THAT ADDITIONAL FUNDS BE RAISED TO SUPPORT THE SUNDAY EVENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in May 2026, the City of Opa-Locka ("City") will host the Arabian Nights Festival weekend; and

WHEREAS, the City Commission desires to include a Sunday Afternoon Gospel program to further enhance the festival by broadening its cultural connection through music; promoting unity and providing an overall uplifting community experience; and

WHEREAS, to date, all festival funds have been appropriated for previously planned events and activities. A Sunday afternoon gospel program will therefore require additional funds from sponsorships, donations, grants, or other fundraising efforts; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the City Manager to add s "Sunday Afternoon Gospel" event as part of the 2026 Arabian Nights Festival Weekend, and further require that additional funds be raised through sponsorships, donations, grants, or other fundraising effort to support the additional Sunday event.

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 inclusion of a "Sunday Afternoon Gospel" event " event as part of the 2026 Arabian Nights Festival Weekend; and further requires that additional funds be raised through sponsorships, donations, grants, or other fundraising effort to support the additional Sunday event.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

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

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

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

City Manager:	Sha'mecca Lawson			CM Signature:			
Commission Meeting Date:	11.12.2025		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
				X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
					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 ENDORSING THE INCLUSION OF A "SUNDAY AFTERNOON GOSPEL" EVENT AS PART OF THE ARABIAN NIGHTS FESTIVAL WEEKEND AND FURTHER ACKNOWLEDGING THAT ADDITIONAL FUNDS MUST BE RAISED TO SUPPORT THIS COMPONENT WITH THE INDICATION THAT ALL FESTIVAL FUNDS HAVE BEEN PREVIOUSLY APPROPRIATED.

Staff Summary:

In May 2026, the City will host the Arabian Nights Festival weekend. The sponsor desires to include a Sunday Afternoon Gospel program to further enhance the festival by broadening its cultural and musical selection, promoting unity, and providing an uplifting community experience. All festival funds have been appropriated for previously planned events and activities. The addition of the Sunday Afternoon Gospel program will therefore require the securing of additional funds through sponsorships, donations, grants, or other fundraising efforts.

Financial Impact: This addition to the Arabian Nights Festival program will be funded from external sources and won't require City funding not withstanding the use of reserve police officers.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment(s):

Sponsored By: Commissioner Ervin

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, RESCINDING RESOLUTION NO. 25-122, DIRECTING THE CITY MANAGER TO CONSULT THE CITY ATTORNEY PRIOR TO EMPLOYEE TERMINATIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS the City of Opa-Locka ("City") adopted Resolution No. 25-122 directing the City Manager to consult the City Attorney prior to terminations of employees, especially those represented by labor union collective bargaining agreements such as The American Federation of State, County and Municipal Employees (AFSCME) and The South Florida Police Benevolent Association (PBA); and

WHEREAS, the City Commission desires to rescind Resolution No. 25-122; and

WHEREAS, the City Commission finds it in the best interest of the City to rescind Resolution No. 25-122.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby rescinds Resolution No. 25-122.

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

SECTION 4. This Resolution shall take effect upon 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

City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	11.12.2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Commissioner Ervin		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA RESCINDING RESOLUTION NO. 25-122, WHICH DIRECTED THE CITY MANAGER TO CONSULT THE CITY ATTORNEY PRIOR TO ANY TERMINATIONS .

Staff Summary:

The City Commission adopted Resolution No. 25-122, directing the City Manager to consult the City Attorney prior to the termination of any employees represented by the labor union's collective bargaining agreements such as AFSCME and PBA.

Financial Impact – There is no financial impact to this resolution.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Resolution No. 25-122

RESOLUTION NO. 25-122

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONSULT THE CITY ATTORNEY PRIOR TO EMPLOYEE TERMINATIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") employs personnel in various departments that are represented by the AFSCME and PBA labor union collective bargaining agreements; and

WHEREAS, termination actions involving union employees are subject to specific legal and procedural safeguards; and

WHEREAS, the City Commission desires early communication between the City Manager and the City Attorney to mitigate costly grievances, arbitrations and litigation, where possible; and

WHEREAS, the City Commission desires to institute a legal review that will support the City Manager's decision-making authority; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to direct the City Manager to consult the City Attorney prior to termination of employees, especially those in collective bargaining units.

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 consult with the City Attorney prior to termination of city employees.

SECTION 3. SCRIVENER'S ERRORS.

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

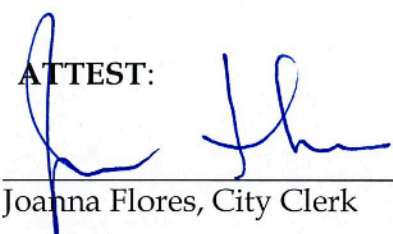
SECTION 4. EFFECTIVE DATE.

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

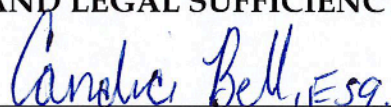
PASSED and ADOPTED this 8th day of October 2025.



John H. Taylor Jr., Mayor

ATTEST:


Joanna Flores, City Clerk

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


Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Kelley

Seconded by: Commissioner Santiago

VOTE: 3-2

Commissioner Bass	YES
Commissioner Santiago	NO
Commissioner Ervin	YES
Vice Mayor Kelley	YES
Mayor Taylor	NO

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT A FEASIBILITY STUDY AND COST COMPARISON OF AN IN-HOUSE CITY ATTORNEY VERSUS CONTRACTED CITY ATTORNEY SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") currently obtains legal services from an outside law firm; and

WHEREAS, as part of ongoing efforts to ensure fiscal responsibility, operational efficiency, and alignment with the City's long-term goals, Commissioner Santiago has expressed interest in exploring alternative legal service models; and

WHEREAS, the City Manager is authorized to conduct a feasibility study and cost comparison evaluating the benefits, costs, and operational impacts of establishing an in-house City Attorney position versus continuing the City's current contracted legal services; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to direct the City Manager to conduct a feasibility study and cost comparison of in-house versus contracted City Attorney services.

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 conduct a feasibility study and cost comparison of in-house versus contracted City Attorney services.

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:	10.8.2025		Item Type: (Enter X in box)	Resolution	Ordinance		Other
				X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X					
				Public Hearing: (Enter X in box)	Yes	No	Yes
					X		X
Funding Source: Account#:	(Enter Fund & Dept) Ex: NA		Advertising Requirement: (Enter X in box)	Yes		No	
							X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		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)			
Sponsor Name	Commissioner Santiago		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT A FEASIBILITY STUDY AND COST COMPARISON OF AN IN-HOUSE CITY ATTORNEY VERSUS CONTRACTED CITY ATTORNEY SERVICES.

Staff Summary:

The City currently obtains legal services through a contract with an outside law firm. As part of ongoing efforts to ensure fiscal responsibility, operational efficiency, and alignment with the City's long-term goals, the sponsor has expressed interest in exploring alternative legal service models.

The City Manager shall be authorized to conduct a feasibility study and cost comparison evaluating the benefits, costs, and operational impacts of establishing an in-house City Attorney position versus continuing or modifying the City's current contracted legal services.

Financial Impact – There is no financial impact in conducting a feasibility study of various options for obtaining legal services for the City.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Vice-Mayor Kelley

ORDINANCE NO. XX-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 13 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", ARTICLE XIV ENTITLED "LANDLORD PERMIT", SPECIFICALLY AMENDING SECTION, 13-274(3) TO REQUIRE ALL APARTMENT BUILDINGS WITH ONE HUNDRED TWENTY (120) UNITS OR MORE TO NOW REQUIRE ARMED SECURITY AND A LIVE-IN PROPERTY MANAGER AND FURTHER REQUIRE THAT ALL APARTMENT BUILDINGS WITHIN THE CITY WITH EIGHTY FIVE (85) UNITS UP TO ONE HUNDRED NINETEEN (119) UNITS HAVE A SECURITY GUARD ON-SITE TWENTY FOUR HOURS A DAY AND SEVEN DAYS A WEEK REQUIRING SEMI-ANNUAL INSPECTIONS FOR COMPLIANCE; AMENDING SECTION 13-278(B) TO REQUIRE PERMIT APPLICANTS WITH ONE HUNDRED TWENTY (120) APARTMENT UNITS OR MORE TO COMPLETE A SEPARATE FORM TO BE CREATED BY CITY, CONTAINING THE NAME OF THE ON-SITE PROPERTY MANAGER AND ACKNOWLEDGMENT THAT A DAILY LOG WILL BE KEPT CONTAINING THE NAME OF THE ON-SITE OFF-DUTY POLICE OFFICER BEFORE A PERMIT SHALL ISSUE; FURTHER, ALL APPLICANTS WITH UNITS OF EIGHTY-FIVE (85) UP TO ONE HUNDRED NINETEEN (119) UNITS SHALL REQUIRE ON A SEPERATE FORM CREATED BY THE CITY AND COMPLETED BY THE APPLICANT CONTAINING THE NAME OF THE ON-SITE SECURITY OFFICER BEFORE A PERMIT SHALL BE ISSUED; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 19, 2020, the City Commission of the City of Opa-Locka passed Ordinance No. 2020-20, requiring that all apartment buildings with One Hundred

Fifty (150) Units or more to be required to have onsite armed off-duty police officer security and Landlord Permit Applicants with One Hundred Fifty (150) or more apartment units to complete a separate form, to be created by City, containing an acknowledgment that a daily log will be kept containing the name of the on-site armed off-duty police officer before a Landlord Permit is issued; and

WHEREAS, Ordinance 2020-20 was enacted to address safety concerns in large multi-unit residential properties by mandating security measures based on property size; and

WHEREAS, since implementation, observations and community feedback indicate a need to strengthen these requirements by adjusting thresholds and ensuring consistent enforcement; and

WHEREAS, lowering the armed security threshold for units requiring an on-site property manager and the name(s) for on-site security officers before a permit issues, while implementing semi-annual inspections will promote accountability and verify ongoing compliance; and

WHEREAS, Article VIII, Section 2 of the Florida Constitution and Chapter 166 of Florida Statutes, the City of Opa-Locka ("City") has been granted a broad exercise of home rule powers granted by the constitution which includes the power and authority to enact regulations for valid governmental purposes that are not prohibited by general or special law; and

WHEREAS, the City Commission of the City of Opa-Locka desires to make certain amendments to Chapter 13, Article XIV of the City's Code of Ordinances entitled "Landlord Permit", to amend Section 13-274(3) and Section 13-278(b) to lower the off-duty officer threshold to one hundred twenty (120) units and require 24-hour on-site security guard for Eighty-Five (85) units (up to One-Hundred Nineteen (119) units); and

WHEREAS, the City Commission has determined that it will be in the best interest of the City to specifically amend the aforementioned sections of the City's Code of Ordinances.

WHEREAS, upon adoption of this legislation, the City Manager shall inform the management of all impacted apartment complexes of the new requirements and allow thirty (30 days) to come into compliance with this legislation.

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 13 "Licenses and Business Regulations", Article XIV entitled "Landlord Permit", to amend Section 13-274(3) which shall read:

Chapter 13. Licenses and Business Regulations
ARTICLE XIV. - LANDLORD PERMIT

Sec. 13-274. - Landlord permit required.

Every owner of a dwelling or dwelling unit within the city, is required to apply for an annual landlord permit from the city manager or his/her designee prior to leasing, subleasing, renting or otherwise allowing the occupancy of any dwelling or dwelling unit for the purpose of tenancy of unit to another natural person or other natural persons, whether or not for consideration. In the case of multiple owners of any such dwelling or dwelling unit, it shall be sufficient for any one (1) of the owners to have obtained a permit on the dwelling or unit. The application shall be in writing and on a form provided by the city.

(1) It is hereby deemed unlawful for any person to lease, sublease, rent or allow the occupancy of any dwelling or dwelling unit for the purpose of tenancy, whether or not for consideration, without first obtaining the required landlord permit.

(2) No structure, single-family dwelling, two (2) family dwelling, three (3) family dwelling, four (4) family dwelling, multiple-family dwelling, rooming house, dormitory or other dwelling or dwelling unit used for the purpose of tenancy or leasing, subleasing, or rental shall be occupied by anyone other than an owner or his/her family member, without first obtaining a landlord permit therefor, from the city as may be required herein.

(3) All apartment buildings within the city with ~~one hundred fifty (150) of one hundred twenty (120) or~~ more units shall be required to have an onsite property manager who shall live on the premises and be responsible to residents for addressing life, health and safety issues. In addition, armed off-duty police officer security shall be required to protect the life, health, and safety of tenants.

Apartment buildings with eighty-five (85) units up to One-Hundred Nineteen (119) units shall have a security guard on-site twenty-four (24) hours a day and seven (7) days a week. The City shall conduct semi-annual inspections for compliance.

Section 3. Amending Chapter 13 "Licenses and Business Regulations", Article XIV entitled "Application procedures", to amend language of Section 13-278(b) to require applicants with one hundred twenty (120) or more apartment units to maintain a daily log containing the names of any and all on-site twenty-four (24) hour armed off-duty

police officers and a separate acknowledgment form for 24-hour on-site security guards for apartment buildings with units of eighty-five (85) units up to one-hundred nineteen (119) units, before a permit is issued and shall read:

Sec. 13-278. - Application procedures.

(a) No landlord permit shall be issued or granted to any person unless an application is filed with the city manager, or his/her designee on forms provided for that purpose, disclosing the following:

(1) The landlord's name, address and telephone number, and any other emergency contact information. Any changes in such information during the period for which the landlord permit is issued shall be made to the city manager or his/her designee, in writing.

(2) If the applicant is a corporation or partnership, the full name and address of the corporation or partnership and the state of incorporation. Applicant must submit a copy of the articles of incorporation.

(3) If the property is mortgaged, the name and address of the mortgagee.

(4) The number of dwelling units and number of bathrooms and bedrooms in each unit.

(5) Whether the applicant and/or its principals has ever been cited for, or found in violation of any required housing standards and if so, the date, jurisdiction, nature of violation and disposition of violation.

(b) All applicants and permits shall be assigned a number, which may be an individual's social security number, a corporation's federal tax number, or such other uniform method of numbering selected by the city manager or his designee. For all applications involving apartment buildings within the City with ~~One Hundred Fifty (150)~~ **one hundred twenty (120)** or more units, a separate form, to be created by the city, shall be completed by the applicant containing the name of the on-site property manager and an acknowledgment that a daily log will be kept containing the name of the on-site armed off-duty police officer before a permit shall issue. **For applicants with units of eighty-five (85) up to one hundred and nineteen (119) units, a separate form to be created by the city shall be completed by the applicant containing the name of the on-site security officer before a permit shall be issued.**

(c) Statement of accuracy: The application form shall contain the following language:

"The undersigned has carefully reviewed this application and all facts, figures, statements contained in this application are true, correct, and complete. The applicant also acknowledges and understands that the issuance of the City Landlord Permit is contingent upon a compliance inspection and in conjunction with the issuance of a Certificate of Occupancy. The undersigned understands that failure to comply with the City's Ordinances may result in revocation of said Landlord Permit."

(d) The applicant shall print and sign his or her name on the application immediately after the statement required in subsection (c) above. In the case of a corporation, an officer shall be required to sign the application in his individual capacity and not solely as a corporate agent.

(e) Dwelling or dwelling units that are required to obtain a certificate of occupancy pursuant to § 110 of the Florida Building Code, must do so prior to the issuance of a landlord permit. The city shall honor any certificate of occupancy issued by Miami-Dade County provided that the occupancy for which the certificate was issued remains the same.

(f) State license, certification, registration required. All premises regulated by the state must submit a copy of their current state license, certification, and/or registration prior to the issuance of their landlord permit and thereafter each year at time of renewal. Only the state license itself or receipt therefor shall constitute proof of current state license.

(g) Landlord permits shall not be issued unless:

(1) There has been a site inspection of the dwelling or dwelling unit(s) by the city.

(2) The city has verified compliance with all applicable laws and regulations and has collected all applicable fees due to the city.

Section 4. Other Language Remaining Same. All other language set forth in Chapter 13 that is not otherwise amended herein shall remain the same.

Section 5. Conflict & Repealer.

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

Section 6. Severability.

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

Section 7. 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 8. Scrivener's Errors.

Sections of this Ordinance 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 without need of public hearing following review by the City Attorney, by filing a corrected or re-codified copy of same with the City Clerk.

Section 9. Effective Date.

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

PASSED FIRST READING this __ day of _____ 2025.

PASSED SECOND READING this __ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Santiago _____

Commissioner Ervin _____

Vice Mayor Kelley _____

Mayor Taylor _____



City of Opa-locka Agenda Cover Memo

City Manager:	Shamecca Lawson			CM Signature			
Commission Meeting Date:	10.8.2025		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
					X		
Fiscal Impact: (Enter X in box)	Yes	No	Resolution Reading: (Enter X in box)	1st Reading		2nd Reading	
		X		Public Hearing: (Enter X in box)	Yes	No	Yes
				X		X	
Funding Source: Account# :	(Enter Fund & Dept) Ex: N/A See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes		No	
				X			
Contract 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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING ORDINANCE 2020-20 REQUIRING ARMED SECURITY FOR ALL APARTMENT BUILDINGS WITH ONE HUNDRED FIFTY (150) UNITS OR MORE TO NOW REQUIRE ARMED SECURITY FOR ALL APARTMENT BUILDINGS WITH ONE HUNDRED TWENTY (120) UNITS AND SECURITY GUARDS ONSITE 24 HOURS A DAY AND 7 DAYS A WEEK FOR APARTMENT BUILDINGS WITH MORE THAN 85 UNITS.

Staff Summary:

Ordinance 2020-20 was enacted to address safety concerns in large multi-unit residential properties by mandating security measures based on property size. Since its implementation, observations and community feedback indicate a need to strengthen these requirements by adjusting thresholds and

ensuring consistent enforcement. Lowering the armed security threshold to 120 units will ensure properties with significant occupancy maintain a robust security presence while implementing semi-annual inspections will promote accountability and verify ongoing compliance.

The amendments shall read as follows:

Sec. 13-274. - Landlord permit required

(3) All apartment buildings within the city with ~~one hundred fifty (150)~~ one hundred twenty (120) of more units shall be required to have an onsite property manager who shall live on the premises and be responsible to residents for addressing life, health and safety issues. In addition, armed off-duty police officer security shall be required to protect the life, health, and safety of tenants. Units of eighty-five (85) or more shall have a security guard on-site twenty-four (24) hours a day and seven (7) days a week and further requires semi-annual inspections for compliance.

Sec. 13-278. - Application procedures

(b) All applicants and permits shall be assigned a number, which may be an individual's social security number, a corporation's federal tax number, or such other uniform method of numbering selected by the city manager or his designee. For all applications involving apartment buildings within the city with ~~one hundred fifty (150)~~ one hundred twenty (120) or more units, a separate form, to be created by the city, shall be completed by the applicant containing the name of the on-site property manager and an acknowledgment that a daily log will be kept containing the name of the on-site armed off-duty police officer before a permit shall issue. Units of eighty-five (85) or more a separate form, to be created by the city, shall be completed by the applicant containing the name of the on-site security officer before a permit shall be issued.

Financial Impact – There is no financial impact for this ordinance amendment.

Proposed Action:

Staff will adhere to the direction of the City Commission.
--

Attachment:

Ordinance 2020-20

Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 13 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", ARTICLE XIV ENTITLED "LANDLORD PERMIT", SPECIFICALLY AMENDING SECTION, 13-274(3) TO REQUIRE ALL APARTMENT BUILDINGS WITH ONE HUNDRED TWENTY (120) UNITS OR MORE TO NOW REQUIRE ARMED SECURITY AND A LIVE-IN PROPERTY MANAGER AND FURTHER REQUIRE THAT ALL APARTMENT BUILDINGS WITHIN THE CITY WITH EIGHTY FIVE (85) UNITS UP TO ONE HUNDRED NINETEEN (119) UNITS HAVE A SECURITY GUARD ON-SITE TWENTY FOUR HOURS A DAY AND SEVEN DAYS A WEEK REQUIRING SEMI-ANNUAL INSPECTIONS FOR COMPLIANCE; AMENDING SECTION 13-278(B) TO REQUIRE PERMIT APPLICANTS WITH ONE HUNDRED TWENTY (120) APARTMENT UNITS OR MORE TO COMPLETE A SEPARATE FORM TO BE CREATED BY CITY, CONTAINING THE NAME OF THE ON-SITE PROPERTY MANAGER AND ACKNOWLEDGMENT THAT A DAILY LOG WILL BE KEPT CONTAINING THE NAME OF THE ON-SITE OFF-DUTY POLICE OFFICER BEFORE A PERMIT SHALL ISSUE; FURTHER, ALL APPLICANTS WITH UNITS OF EIGHTY-FIVE (85) UP TO ONE HUNDRED NINETEEN (119) UNITS SHALL REQUIRE ON A SEPERATE FORM CREATED BY THE CITY AND COMPLETED BY THE APPLICANT CONTAINING THE NAME OF THE ON-SITE SECURITY OFFICER BEFORE A PERMIT SHALL BE ISSUED.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

¹ See Section 166.041(4)(c), Florida Statutes.

- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Opa-locka hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

THE PUBLIC PURPOSE OF THIS ORDINANCE AMENDMENT IS PRIMARILY TO ENHANCE PUBLIC SAFETY, ENSURE ACCOUNTABILITY IN RENTAL HOUSING OPERATIONS, AND IMPROVE THE QUALITY OF LIFE FOR RESIDENTS OF LARGER APARTMENT COMPLEXES IN THE CITY OF OPA-LOCKA.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

IT IS ESTIMATED THAT SEVEN APARTMENT BUILDINGS WITH RESIDENTIAL UNITS BETWEEN 85 AND 119 UNITS IN THE CITY WILL BE IMPACTED AS FOLLOWS. THIS WILL BE ADDITIONAL EXPENSE TO THE EXTENT THAT THESE PROPERTIES DON'T PROVIDE THESE SERVICES IN PART OR IN WHOLE.

ANNUAL IMPACT

SECURITY PRESENCE REQUIRED 24 HOURS PER DAY SEVEN DAYS PER WEEK - AT \$22.50 PER HOUR, ANNUAL COST WILL BE APPROXIMATELY \$197,000.

IT IS ESTIMATED THAT THERE ARE FOUR PROPERTIES BETWEEN 120 AND 149 RESIDENTIAL UNITS IN THE CITY THAT WILL NOW BE REQUIRED TO HAVE AN ONSITE PROPERTY MANAGER LIVING ON THE PROPERTY AND FULL-TIME ARMED OFF-DUTY POLICE OFFICER SECURITY. AGAIN, THIS WILL BE ADDITIONAL EXPENSE TO THE EXTENT THAT THESE PROPERTIES DON'T ALREADY PROVIDE THESE SERVICES IN PART OR IN WHOLE.

ANNUAL IMPACT

PROPERTY MANAGER COMPENSATION - \$50,000

LOST INCOME FROM PROPERTY MANAGER OCCUPYING A RESIDENTIAL UNIT - \$15,000

ARMED OFF-DUTY POLICE SECURITY PRESENCE REQUIRED 24 HOURS PER DAY SEVEN DAY PER WEEK - AT \$72.00 PER HOUR (CITY OF OPA-LOCKA RATE) ANNUAL COST WILL BE APPROXIMATELY \$630,700.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **15**

4. Additional information the governing body deems useful (if any): **N/A**

ORDINANCE NO. 2020-20

AN EMERGENCY ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 13 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", ARTICLE XIV ENTITLED "LANDLORD PERMIT", SPECIFICALLY AMENDING SECTION, 13-274(3) TO REQUIRE THAT ALL APARTMENT BUILDINGS WITH ONE HUNDRED FIFTY (150) UNITS OR MORE TO BE REQUIRED TO HAVE ONSITE ARMED OFF-DUTY POLICE OFFICER SECURITY; AMENDING SECTION 13-278(5)(b) TO REQUIRE PERMIT APPLICANTS WITH ONE HUNDRED FIFTY (150) OR MORE APARTMENT UNITS TO COMPLETE A SEPARATE FORM TO BE CREATED BY CITY CONTAINING AN ACKNOWLEDGMENT THAT A DAILY LOG WILL BE KEPT CONTAINING THE NAME OF THE ON-SITE ARMED OFF-DUTY POLICE OFFICER BEFORE A PERMIT SHALL ISSUE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka is concerned about the well-being of its citizens residing in apartment complexes; and

WHEREAS, this Ordinance was passed on first reading by the City Commission of the City of Opa-Locka on October 14, 2020; and

WHEREAS, due to scheduling errors, the Ordinance was not noticed in time to allow for proper publication to be read on at least two (2) separate days and run in a newspaper of general circulation within the municipality for at least 10 days prior to adoption; and

WHEREAS, pursuant to Section 166.041, Florida Statutes, the governing body of a municipality may, by a two-thirds vote, enact an emergency ordinance without complying with the requirements of Section 166.041(3)(a), so long as it does not establish or amend the actual zoning map designation of a parcel or parcels of land or that change the actual list of permitted, conditional, or prohibited uses within a zoning category; and

WHEREAS, in an effort to curtail a recent increase in crime and related offenses in apartment complexes with one hundred fifty (150) units or more, the City Commission deems it necessary for there to be armed off duty police officer security services to directly address the immediate concern of life, health, and safety of residents; and

WHEREAS, due to recent city events, including multiple shootings on November 18, 2020, the City finds that larger numbers of residents connected with larger unit apartment living warrants greater measures in place to curtail criminal activity; and

WHEREAS, the City Commission desires to incorporate additional requirements for security in connection with apartments buildings of one hundred fifty (150) or more units as a part of the City's permitting process; and

WHEREAS, Article VIII, Section 2 of the Florida Constitution and Chapter 166 of Florida Statutes, the City of Opa-Locka ("City") has been granted a broad exercise of home rule powers granted by the constitution which includes the power and authority

to enact regulations for valid governmental purposes that are not prohibited by general or special law; and

WHEREAS, the City Commission of the City of Opa-Locka desires to make certain amendments to Chapter 13, Article XIV of the City's Code of Ordinances entitled "Landlord Permit", to amend section 13-274(3) and requiring all apartment buildings with one hundred fifty (150) or more units to verify an onsite armed off-duty police officer as a part of the permit process.

WHEREAS, the City Commission of the City of Opa-Locka desires to Amend Chapter 13 "Licenses and Business Regulations", Article XIV entitled "Application procedures", to amend language of Section 13-278(5)(b) to require applicants with one hundred fifty (150) or more apartment units to complete a separate form, to be created by the City, containing the name of the on-site armed off-duty police officer; and

WHEREAS, the City Commission has determined that it will be in the best interest of the City to specifically amend the aforementioned sections of the City's Code of Ordinances.

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

Section 1. Adoption of Representations.

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

Section 2. Amending Chapter 13 "Licenses and Business Regulations", Article XIV
entitled "Landlord Permit", to amended Section 13-274(3) which shall read:

Chapter 13. Licenses and Business Regulations

ARTICLE XIV. - LANDLORD PERMIT

Sec. 13-274. - Landlord permit required.

Every owner of a dwelling or dwelling unit within the city, is required to apply for an annual landlord permit from the city manager or his/her designee prior to leasing, subleasing, renting or otherwise allowing the occupancy of any dwelling or dwelling unit for the purpose of tenancy of unit to another natural person or other natural persons, whether or not for consideration. In the case of multiple owners of any such dwelling or dwelling unit, it shall be sufficient for any one of the owners to have obtained a permit on the dwelling or unit. The application shall be in writing and on a form provided by the city.

(1) It is hereby deemed unlawful for any person to lease, sublease, rent or allow the occupancy of any dwelling or dwelling unit for the purpose of tenancy, whether or not for consideration, without first obtaining the required landlord permit.

(2) No structure, single-family dwelling, two-family dwelling, three-family dwelling, four-family dwelling, multiple-family dwelling, rooming house, dormitory or other dwelling or dwelling unit used for the purpose of tenancy or leasing, subleasing, or rental shall be occupied by anyone other than an owner or his/her family member(s), without first obtaining a landlord permit therefor, from the city as may be required herein.

(3) All apartment buildings within the City with one hundred fifty (150) or more units shall be required to have an onsite property manager who shall live on the premises and be responsible to residents for addressing life, health and safety issues. In addition, armed off-duty police officer security shall be required to protect the life, health, safety and of tenants.

Section 3. Amending Chapter 13 "Licenses and Business Regulations", Article XIV
entitled "Application procedures", to amend language of Section 13-278(5)(b) to require
applicants with one hundred fifty (150) or more apartment units to maintain a daily log
containing the name of the on-site armed off-duty police officer and shall read:

Sec. 13-278. - Application procedures.

(a) No landlord permit shall be issued or granted to any person unless an application is filed with the city manager, or his/her designee on forms provided for that purpose, disclosing the following:

(1) The landlord's name, address and telephone number, and any other emergency contact information. Any changes in such information during the period for which the landlord permit is issued shall be made to the city manager or his/her designee, in writing.

(2) If the applicant is a corporation or partnership, the full name and address of the corporation or partnership and the state of incorporation. Applicant must submit a copy of the articles of incorporation.

(3) If the property is mortgaged, the name and address of the mortgagee.

(4) The number of dwelling units and number of bathrooms and bedrooms in each unit.

(5) Whether the applicant and/or its principals has ever been cited for, or found in violation of any required housing standards and if so, the date, jurisdiction, nature of violation and disposition of violation.

(b) All applicants and permits shall be assigned a number, which may be an individual's social security number, a corporation's federal tax number, or such other uniform method of numbering selected by the city manager or his designee. For all applications involving apartment buildings within the City with one hundred fifty (150) or more units, a separate form to be created by the City shall be completed by the applicant containing the name of the on-site property manager and an acknowledgment that a daily log will be kept containing the name of the *on-site* armed *off-duty police officer* before a permit shall issue.

(c) Statement of accuracy: The application form shall contain the following language:

"The undersigned has carefully reviewed this application and all facts, figures, statements contained in this application are true, correct, and complete. The applicant also acknowledges and understands that the issuance of the City Landlord Permit is contingent upon a compliance inspection and in conjunction with the issuance of a Certificate of Occupancy. The undersigned understands that failure to comply with the City's Ordinances may result in revocation of said Landlord Permit."

(d) The applicant shall print and sign his or her name on the application immediately after the statement required in subsection (c) above. In the case of a corporation, an officer shall be required to sign the application in his individual capacity and not solely as a corporate agent.

(e) Dwelling or dwelling units that are required to obtain a certificate of occupancy pursuant to § 110 of the Florida Building Code, must do so prior to the issuance of a landlord permit. The city shall honor any certificate of occupancy issued by Miami-Dade County provided that the occupancy for which the certificate was issued remains the same.

(f) State license, certification, registration required. All premises regulated by the state must submit a copy of their current state license, certification, and/or registration prior to the issuance of their landlord permit and thereafter each year at time of renewal. Only the state license itself or receipt therefor shall constitute proof of current state license.

(g) Landlord permits shall not be issued unless:

(1) There has been a site inspection of the dwelling or dwelling unit(s) by the city.

(2) The city has verified compliance with all applicable laws and regulations and has collected all applicable fees due to the city.

Section 4. Other Language Remaining Same. All other language set forth in Chapter 13 that is not otherwise amended herein shall remain the same.

Section 5. Conflict & Repealer.

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

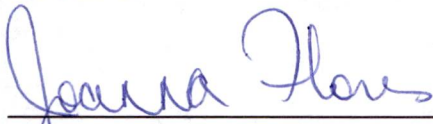
PASSED FIRST READING this 14th day of **October**, 2020.

PASSED SECOND READING this 19th day of **November**, 2020.



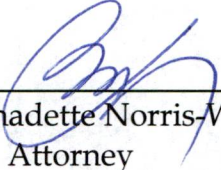
Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: COMMISSIONER KELLEY

Seconded by: VICE MAYOR DAVIS

VOTE: 5-0

Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES



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

Department Director:			Department Director Signature:				
City Manager:	John E. Pate		CM Signature:	<i>John E. Pate</i>			
Commission Meeting Date:	11.19.20		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
					X	X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept) Ex:</i>		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:

An emergency ordinance authorizing the City Manager to establish a requirement for apartment complexes with 150 units or more to have on-site off duty police officers on the property.

Staff Summary:

Due to the increase crime rate in the City of Opa-locka, primarily occurring at apartment complexes there is a great need for on-site off duty police in an effort to curtail crime and related offenses. It is necessary to approve this legislation to address the immediate concern of life, health, and safety of the residents.

Financial Impact- The City will incur no expense related to the proposed action.

Proposed Action:

Upon adoption of legislation staff will inform the management team for all apartment complexes with 150 units more of the requirements. ...

Attachment:

Ordinance No. 19-14

1st Reading/Public Hearing: October 9, 2019
2nd Reading/Public Hearing: November 13, 2019
Adopted: November 13, 2019
Effective Date: January 1, 2020
Sponsored By: Commissioner Kelley and Vice Mayor Davis

ORDINANCE NO. 19-14

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 13 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", ARTICLE XIV ENTITLED "LANDLORD PERMIT", SPECIFICALLY AMENDING SECTION, 13-274 TO ADD NEW SECTION (3) REQUIRING ALL APARTMENT BUILDINGS WITH FORTY (40) UNITS OR MORE TO BE REQUIRED TO HAVE AN ONSITE PROPERTY MANAGER AND 24 HOUR ARMED SECURITY SERVICES; AMENDING SECTION 13-278(5)(b) TO REQUIRE PERMIT APPLICANTS WITH FORTY (40) OR MORE APARTMENT UNITS TO COMPLETE A SEPARATE FORM TO BE CREATED BY CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka is concerned about the well-being of its citizens residing in apartment complexes; and

WHEREAS, in an effort to curtail crime and related offenses in apartment complexes with forty (40) units or more, the City Commission deems it necessary for there to be an on-site property manager, and armed twenty-four (24) hour security services to address the immediate concern of life, health, and safety of residents; and

WHEREAS, due to recent city events, including shootings, the City finds that larger numbers of residents connected with apartment living warrants greater measures in place to curtail criminal activity; and

WHEREAS, the City Commission desires to incorporate additional requirements for security in connection with apartments buildings of forty (40) or more units as a part of the City's permitting process; and

WHEREAS, Article VIII, Section 2 of the Florida Constitution and Chapter 166 of Florida Statutes, the City of Opa-Locka ("City") has been granted a broad exercise of home rule powers granted by the constitution which includes the power and authority to enact regulations for valid governmental purposes that are not prohibited by general or special law; and

WHEREAS, the City Commission of the City of Opa-Locka desires to make certain amendments to Chapter 13, Article XIV of the City's Code of Ordinances entitled "Landlord Permit", to add new section (3) to 13-274 and requiring all apartment buildings with forty or more units to verify an onsite property manager and twenty-four (24) hour armed security as a part of the permit process.

WHEREAS, the City Commission of the City of Opa-Locka desires to Amend Chapter 13 "Licenses and Business Regulations", Article XIV entitled "Application procedures", to add new language to Section 13-278(5)(b) to require applicants with forty (40) or more apartment units to complete a separate form to be created by the City; and

WHEREAS, the City Commission has determined that it will be in the best interest of the City to specifically amend the aforementioned sections of the City's Code of Ordinances.

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

Section 1. Adoption of Representations.

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

Section 2. Amending Chapter 13 "Licenses and Business Regulations", Article XIV entitled "Landlord Permit", to add new Section 13-274(3) which shall read:

Chapter 13. Licenses and Business Regulations

ARTICLE XIV. - LANDLORD PERMIT

Sec. 13-274. - Landlord permit required.

Every owner of a dwelling or dwelling unit within the city, is required to apply for an annual landlord permit from the city manager or his/her designee prior to leasing, subleasing, renting or otherwise allowing the occupancy of any dwelling or dwelling unit for the purpose of tenancy of unit to another natural person or other natural persons, whether or not for consideration. In the case of multiple owners of any such dwelling or dwelling unit, it shall be sufficient for any one of the owners to have obtained a permit on the dwelling or unit. The application shall be in writing and on a form provided by the city.

(1) It is hereby deemed unlawful for any person to lease, sublease, rent or allow the occupancy of any dwelling or dwelling unit for the purpose of tenancy, whether or not for consideration, without first obtaining the required landlord permit.

(2) No structure, single-family dwelling, two-family dwelling, three-family dwelling, four-family dwelling, multiple-family dwelling, rooming house, dormitory or other dwelling or dwelling unit used for the purpose of tenancy or leasing, subleasing, or rental shall be occupied by anyone other than an owner or his/her family member(s), without first obtaining a landlord permit therefor, from the city as may be required herein.

(3) All apartments buildings within the City with forty (40) or more units shall be required to have an onsite property manager who shall live on the premises and be responsible to residents

for addressing life, health and safety issues. In addition, twenty-four (24) hour armed security services shall be required to protect the life, health, safety and of tenants.

Section 3. Amending Chapter 13 "Licenses and Business Regulations", Article XIV entitled "Application procedures", to add new language to Section 13-278(5)(b) to require applicants with forty (40) or more apartment units to complete a separate form to be created by the City and shall read:

Sec. 13-278. - Application procedures.

(a) No landlord permit shall be issued or granted to any person unless an application is filed with the city manager, or his/her designee on forms provided for that purpose, disclosing the following:

(1) The landlord's name, address and telephone number, and any other emergency contact information. Any changes in such information during the period for which the landlord permit is issued shall be made to the city manager or his/her designee, in writing.

(2) If the applicant is a corporation or partnership, the full name and address of the corporation or partnership and the state of incorporation. Applicant must submit a copy of the articles of incorporation.

(3) If the property is mortgaged, the name and address of the mortgagee.

(4) The number of dwelling units and number of bathrooms and bedrooms in each unit.

(5) Whether the applicant and/or its principals has ever been cited for, or found in violation of any required housing standards and if so, the date, jurisdiction, nature of violation and disposition of violation.

(b) All applicants and permits shall be assigned a number, which may be an individual's social security number, a corporation's federal tax number, or such other uniform method of numbering selected by the city manager or his designee. For all applications involving apartment buildings within the City with forty (40) or more units, a separate form to be created by the City shall be completed by the applicant containing the name of the on-site property manager and the name of the armed security service before a permit shall issue.

(c) Statement of accuracy: The application form shall contain the following language:

"The undersigned has carefully reviewed this application and all facts, figures, statements contained in this application are true, correct, and complete. The applicant also acknowledges and understands that the issuance of the City Landlord Permit is contingent upon a compliance inspection and in conjunction with the issuance of a Certificate of Occupancy. The undersigned understands that failure to comply with the City's Ordinances may result in revocation of said Landlord Permit."

(d) The applicant shall print and sign his or her name on the application immediately after the statement required in subsection (c) above. In the case of a corporation, an officer shall be required to sign the application in his individual capacity and not solely as a corporate agent.

(e) Dwelling or dwelling units that are required to obtain a certificate of occupancy pursuant to § 110 of the Florida Building Code, must do so prior to the issuance of a landlord permit. The city shall honor any certificate of occupancy issued by Miami-Dade County provided that the occupancy for which the certificate was issued remains the same.

(f) State license, certification, registration required. All premises regulated by the state must submit a copy of their current state license, certification, and/or registration prior to the issuance of their landlord permit and thereafter each year at time of renewal. Only the state license itself or receipt therefor shall constitute proof of current state license.

(g) Landlord permits shall not be issued unless:

(1) There has been a site inspection of the dwelling or dwelling unit(s) by the city.

(2) The city has verified compliance with all applicable laws and regulations and has collected all applicable fees due to the city.

Section 4. Other Language Remaining Same. All other language set forth in Chapter 13 that is not otherwise amended herein shall remain the same.

Section 5. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith 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 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 on January 1, 2020 and upon approval by the State of Florida.

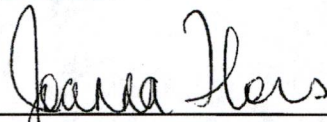
PASSED FIRST READING this 9th day of October, 2019.

PASSED SECOND READING this 13th day of November, 2019.



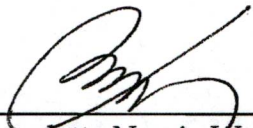
Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: Commissioner Kelley

Seconded by: Commissioner Bass

VOTE: 4-1

Commissioner Bass:	YES
Commissioner Burke:	YES
Commissioner Kelley:	YES
Vice-Mayor Davis:	YES
Mayor Pigatt:	NO

1st Reading: 02/25/2009
2nd Reading: 03/11/2009
Public Hearing: 03/11/2009
Adopted: 03/11/2009
Effective Date: 03/11/2009
Commissioner D. Johnson

ORDINANCE NO. 09-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OPA-LOCKA, FLORIDA; REPEALING ORDINANCE 07-02, CODIFIED AS CHAPTER 7, ARTICLE I, SECTION 7-12 OF THE OPA-LOCKA CODE OF ORDINANCES ENTITLED "APARTMENT BUILDINGS WITH TWENTY-FOUR UNITS OR MORE"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka ("City Commission") adopted Ordinance 07-02, which was later codified into the City of Opa-locka Code of Ordinances as Chapter 7, Article I, Section 7-12, entitled "Apartment Buildings with Twenty-Four Units or More"; and

WHEREAS, the City Commission has determined that it will be in the best interest of the City to specifically repeal Chapter 7, Article I, Section 7-12 of the City's Code of Ordinances entitled "Apartment Buildings with Twenty-Four Units or More".

THE COMMISSION OF THE CITY OF OPA-LOCKA HEREBY ORDAINS:

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

Section 2. Ordinance 07-02, later codified into the City of Opa-locka Code of Ordinances as Chapter 7, Article I, Section 7-12, entitled "Apartment Buildings With Twenty-Four (24) Units" is hereby repealed, and shall be of no further force and effect.

Ordinance No. 09-05

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

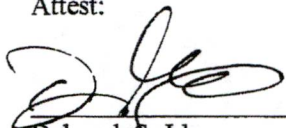
Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity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

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

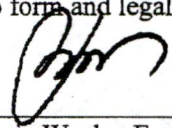
PASSED AND ADOPTED this 11 day of MARCH, 2009.


JOSEPH L. KELLEY
MAYOR

Attest:


Deborah S. Irby
City Clerk

Approved as to form and legal sufficiency:


Burnadette Norris-Weeks, Esq.
City Attorney

Moved by:	<u>JOHNSON</u>
Seconded by:	<u>TAYLOR</u>
Commission Vote:	<u>5-0</u>
Commissioner Tydus:	<u>YES</u>
Commissioner Holmes:	<u>YES</u>
Commissioner Johnson:	<u>YES</u>
Vice-Mayor Taylor:	<u>YES</u>
Mayor Kelley:	<u>YES</u>

1st Reading: DECEMBER 13, 2006
2nd Reading/Public Hearing: FEBRUARY 14, 2007
Adopted: february 14, 2007
Effective Date: FEBRUARY 14, 2007
Sponsored by: D. Johnson

Ordinance No. 07-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, ESTABLISHING A REQUIREMENT FOR ALL APARTMENT BUILDINGS WITH TWENTY-FOUR (24) UNITS OR MORE BE REQUIRED TO HAVE AN ON-SITE PROPERTY MANAGER AND ARMED SECURITY SERVICES; CONTAINING A REPEALER PROVISION AND SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND CODIFICATION THE CODE OF ORDINANCES

WHEREAS, the City Commission is concerned about the well-being of its citizens residing in apartment complexes; and

WHEREAS, in an effort to curtail crime and related offenses in complexes with twenty-four units or more, the City Commission deems it advisable to have an on-site property manager, and armed security services to address the immediate concern of life, health and safety of the residents.

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

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

Section 2. The City Commission hereby requires of all apartment buildings in the City of Opa-locka with twenty-four (24) units or more:

“All apartment buildings within the city with twenty-four (24) units or more shall be required to have an on site property manager who shall live on the premises and be responsible to residents for addressing all life, health, and safety issues pertaining to the general welfare and maintenance of the property. In addition, armed security services shall be required to protect the life, health and safety of the tenants.”

Section 3. Any ordinances or parts of ordinances in conflict herewith are hereby

repealed.

Section 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding in no way affects the validity of the remaining portions of this Ordinance.

Section 5. This Ordinance shall become effective in the manner provided by law.

Section 6. This ordinance shall, upon adoption, be codified in the City of Opa-locka Code of Ordinances.

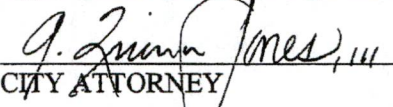
PASSED AND ADOPTED this 14 day of FEBRUARY, 2007.


MAYOR

Attest:

CITY CLERK

Approved as to form and legal sufficiency:


CITY ATTORNEY

2/8/07
DATE

Moved by: VICE MAYOR JOHNSON
Second by: COMMISSIONER TYDUS
Commission Vote: 3-1
Commissioner Holmes: NO
Commissioner Tydus: YES
Vice-Mayor: Johnson YES
Mayor Kelley: YES

D:Ordinance/Apartment buildings with Managers on site-revised-02-07

Part 1 Crime Stats for Complexes of 150 Units or more

Addresses	Barracks 220 Dunad Ave	Barracks 190 Fisherman Street	Barracks 193 Fisherman Street	Barracks 300 Fisherman St	Barracks 301 Fisherman St	Barracks 192 Sabur Lane	Barracks 200 Sabur Lane	Barracks 1125 Sharazad Blvd	Glorieta Gardens 13002 Alexandria Dr
Offenses									
22 - Stolen Vehicle	0	0	0	0	0	1	0	0	1
26 - Burglary	0	1	1	0	0	0	1	0	0
26 - Commerical Burglary	0	0	0	0	0	0	0	0	0
26 - Residential Burglary	0	0	0	0	0	0	0	0	0
26 - Burglary Vehicle	0	1	0	0	0	4	0	0	1
27 - Theft	0	0	0	0	0	0	0	1	0
29 - Robbery	0	0	0	0	0	0	0	0	0
29 Strongarm Robbery	0	0	0	0	0	0	0	0	0
30 - Shooting	0	0	0	0	0	0	0	0	0
31 - Homicide	0	0	0	0	0	0	0	0	0
32 - Aggravated Assault	1	0	0	0	1	0	0	1	0
32 Aggravated w/ injuries	0	0	0	1	0	0	0	0	0
33 - Sexual Offense	0	0	0	0	0	0	0	0	0
49 - Arson (Fire)	0	0	0	0	0	0	0	0	0

Aswan Apts 13105 N.W. 30th Avenue No Data to report

13124 N.W. 32nd Court

13235 Alexandria Drive No data

13006 Alexandria Drive No data

13010 Alexandria Drive No data

13112 Alexandria Drive No data

13114 Alexandria Drive No data

13116 Alexandria Drive No data

13122 NW. 32nd Court No data

13004 Alexandria Drive No Data

13006 Alexandria Drive No data

Created: 10/09/2020

Revised:

Part 1 Crime Stats for Complexes of 150 Units or more

	Glorieta Gardens	Glorieta Gardens	Glorieta Gardens	Glorieta Gardens
Addresses	13008 Alexandria Drive	13118 Alexandria Drive	13120 Alexandria Drive	13124 N.W. 32nd Court
Offenses				
22 - Stolen Vehicle	0	0	0	0
26 - Burglary	0	0	0	0
26 - Commerical Burglary	0	0	0	0
26 - Residential Burlgary	0	0	0	0
26 - Burglary Vehicle	0	1	0	0
27 - Theft	0	0	0	0
29 - Robbery	0	0	0	0
29 Strongarm Robbery	0	0	0	0
30 - Shooting	0	0	0	1
31 - Homicide	0	0	0	0
32 - Aggravated Assault	0	0	1	1
32 Aggravated w/ injuries	0	0	0	1
33 - Sexual Offense	0	0	0	0
49 - Arson (Fire)	1	0	0	0

Part 1 Crime Stats for Complexes of 150 Units or more

	Glorieta Gardens	Glorieta Gardens	Cordoba
Addresses	13128 N.W. 32nd Court	13144 N.W. 32nd Cout	13875 NW 22nd Ave
Offenses			
22 - Stolen Vehicle	0	0	5
26 - Burglary	0	1	0
26 - Commerical Burglary	0	0	0
26 - Residential Burlgary	0	0	0
26 - Burglary Vehicle	0	0	2
27 - Theft	0	0	1
29 - Robbery	0	0	0
29 Strongarm Robbery	0	0	1
30 - Shooting	0	0	7
31 - Homicide	0	0	0
32 - Aggravated Assault	1	0	10
32 Aggravated w/ injuries	0	0	2
33 - Sexual Offense	0	0	0
49 - Arson (Fire)	0	0	1

1st Reading/Public Hearing:
2nd Reading/Public Hearing:
Adopted:
Effective Date:
Sponsored by: City Manager

ORDINANCE NO. 25-XXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, FL adopted its 2024-2025 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 2024-18 and amended by Ordinance 25-02 and Ordinance 25-07; and

WHEREAS, pursuant to Florida Statute 166.241(5), the governing body of each municipality at any time within a fiscal year or within 60 days following the end of fiscal year may amend a budget for that year as follows:

- a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed;
- b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed;
- c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter; and

WHEREAS, pursuant to 4.7(c) of the City of Opa-Locka Charter, entitled "Appropriation Amendments During the Fiscal Year", the City Commission may otherwise amend the annual budget from time to time during the year, by ordinance, as it deems necessary to do so; and

WHEREAS, the City Commission desires to amend its 2024-2025 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit “A”.

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

SECTION 1. RECITALS ADOPTED

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

Pursuant to Article IV, Section 4.5 of the City Charter, the City Manager has recommended proposed Amended General, Proprietary and Special Revenue Funds Budgets to the City Commission for the Fiscal Year retroactive to October 1, 2024, a copy of which is attached hereto as Exhibit “A” and incorporated by reference herein.

The City Commission of the City of Opa-Locka hereby approves, adopts and ratifies the proposed Amended General, Proprietary and Special Revenue Funds Budgets for the Fiscal Year 2024-2025, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit “A”.

The City Manager is authorized to expend or contract for expenditures, pursuant to the City of Opa-Locka Charter and the adopted Code of Ordinances in accordance with the adopted Amended General, Proprietary and Special Revenue Funds Budgets for Fiscal Year 2024-2025.

The department/division expenditure allocations established by the City Manager, as revised and summarized in the budget attached as Exhibit “A”, are hereby adopted and ratified. Funds of the City for General, Proprietary and Special Revenue Funds Budgets shall be expended in accordance with the appropriations provided by the budget, which shall constitute an appropriation of amounts specified therein. Expenditure control shall be at the fund level. Funds may be expended by, and with the approval of, the City Manager and the City Commission, in accordance with the provisions of the City Charter, adopted Code of Ordinances and applicable laws. Supplemental appropriations and reduction of appropriations, if any, shall be made in accordance with the City Charter.

Any and all outstanding encumbrances as of September 30, 2024, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2024, but are not expected to be paid until after then. Receipts from sources not anticipated in the attached budget may be appropriated and expensed by Ordinance duly enacted by the City Commission in accordance with the applicable law. Adjustments within the same fund to departmental appropriations made in the attached Budget may be approved, from time to time, in the

appropriate lawful manner. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget and as otherwise consistent with the City of Opa-Locka's Code of Ordinances.

All Ordinances setting fees and charges, and all other fees and charges consistent with appropriations adopted herein, as may be amended during the fiscal year, are hereby ratified, confirmed and approved.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this ____ day of _____, 2025.

PASSED SECOND READING this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Santiago _____

Commissioner Ervin _____

Vice Mayor Kelley _____

Mayor Taylor _____



City of Opa-locka Agenda Cover Memo

Department Director:	Robert Anathan		Department Director Signature:	<i>R. Anathan</i>			
City Manager:	Sha'mecca Lawson		CM Signature:	<i>Sha'mecca Lawson</i>			
Commission Meeting Date:	11.12.2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
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
				X		X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> See Attachments		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:	Finance			

Short Title:

FY 25 Budget Amendment #3 – First Hearing

Staff Summary:

Issue/Recommendation: A year-end budget amendment is required to ensure that no expenditure account exceeds budget due to year-end charges. Staff recommends the City Commission approve FY 25 Budget Amendment #3 on the first hearing.

History: The City Commission adopted the City FY 2025 Budget on September 25, 2024 (Ordinance 24-18) which was approved by the State. This budget was composed of \$65.7 million of expenditures and \$20.1million of funding being transferred between various Funds, resulting in a total budget of \$85.8million.

On January 22, 2025 the Commission adopted Budget Amendment #1 (Ordinance 25-02). The primary purpose of Budget Amendment #1 was to rollover into FY 25 the portion of projects and programs which had been initiated in FY 24 but not completed by the fiscal year.

On June 25th the Commission adopted Budget Amendment #2 (Ordinance 25-07) with the following highlights:

1. Paying off the final payment due on the 2015 Bond	\$3,289,035
2. Recognizing a major revenue shortfall due to red light camera issues (\$ 987,072)	
3. Initiating the Niles Gardens Drainage project	\$ 450,000
4. Paying additional interest on the Solid Waste legal suit settlement	\$ 273,000
5. Increased Police Off-Duty revenue and expense	\$ 225,000
6. Cairo Lane Design Fees (Carryover from FY 24)	\$ 176,387
7. Increased Accrued Leave Payout for departing employees	\$ 150,800
8. Police Overtime, Including Milton Deployment	\$ 145,000
9. Town Center Security Services Extension	\$ 132,000
10. Water Meter Repair & Replacement	\$ 120,000

Current Activity: The purpose of the final Budget Amendment of the year is to ensure that no expenditure account becomes overspent at the last moment due to year-end charges, which results in many accounts being increased on a precautionary basis. With the fiscal year ended, there is \$1.3 million of Contingency available with most of it no longer needed. To simplify this amendment, changes are combined into twelve major categories, e.g. General Fund compensation, and in nearly every case the amendment is made through the use of Contingency. Consequently, no amendments are proposed involving Revenue, Fund Balances or Transfers.

Financial Impact:

Funding

Revenue	\$ -
Grants	-
Loans	-
Use Of Fund Balance	-
Total Funding – Excluding Transfers-In	-
Transfer-In	-
Total Funding	\$ -

Expenditure

New Expenditures – Excluding Compensation	\$ 379,405
Compensation	71,905
Other Savings	(149,792)
Use Of Contingency	(301,518)
Total Expenditure	-
Transfers-Out	-
Total Expenditure	\$ -

Additional details on the financial impact are provided in the attachments, Summary By Fund and Detail By Line Item, which contain accounting information for the State review which is a highly detailed accounting version of what is presented in the Overview and Summary By Line Item attachments.

Proposed Action:

Staff recommends that the City Commission approve the proposed amendments on first hearing.

Attachment:

1. Budget Amendment Summary By Line Item

FY 25 Budget Amendment #3 Summary By Line Item
First Hearing

#	Amount	Purpose	Primary Funding Source
1	270,772	Gen Fund Comp Adjustments	Use Of Contingency
2	(19,4830	Water-Sewer Fund Comp Adjustments	Addition To Contingency
3	(137,305)	Stormwater Comp Adjustments	Addition To Contingency
4	43,415	IT Phone, Internet, Other	IT Compensation Savings
5	59,500	13 Small Gen Fund Operating Expense	Use Of Contingency
6	30,000	Gen Fund Water & Electricity	Use Of Contingency
7	25,000	Police Computers	Use Of Contingency
8	16,000	5 Small Water-Sewer Operating Expense	Use Of Contingency
9	10,000	Town Center Water & Electricity	Town Center Building Improvements Savings
10	90,000	Possible Year-End Insurance Deductibles (Billed Quarterly)	Insurance Premium and Workers Comp Savings
11	30,000	Prior Year Shotspotter Bill	Special Law Enforcement Special Supplies Savings
12	20,000	Police Uniforms (New Officers)	Use Of Contingency
13	15,000	Efficiency Study	Grant Writing Savings

Sponsored by: City Manager

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 19, ARTICLE I, SECTION 19-4, ENTITLED "OBSTRUCTIONS GENERALLY", OF THE CITY'S CODE OF ORDINANCES, TO ESTABLISH STREET SWEEPING REGULATIONS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka adopted Resolution No. 25-080, which directed the City Manager to explore the feasibility of a street sweeping ordinance; and

WHEREAS, it has been determined that establishing street sweeping regulations will help the City of Opa-Locka ("City") maintain clean, safe, and environmentally friendly streets and ensure residents cooperate by keeping streets clear when cleaning is scheduled; and

WHEREAS, the City Manager has tasked the Public Works Department with street sweeping weekly in various zones which is in coordination with the stormwater and drain cleaning schedule; and

WHEREAS, Vehicle owners must ensure vehicles are moved from the street as designated by the street sweeping schedule. Parking signage will be installed to aid in identifying prohibited areas. Violators will be cited and/or towed at the owner's expense; and

WHEREAS, it has been determined that thirty-three (33) signs will be required at an estimated cost of Two Thousand, Five Hundred Dollars (\$2,500.00) to purchase. Additionally, it will be necessary to rent equipment to drill through concrete in some locations. Rental cost is anticipated to not exceed Five Hundred Dollars (\$500.00); and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to amend Chapter 19, Section 19-4 of the City's Code of Ordinances to formally establish Street Sweeping 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 as hereby made a specific part of this Ordinance.

SECTION 2. Amending Chapter 19, Article I, Section 19-4 of the City of Opa-Locka's Code of Ordinances. The City Commission hereby amends Chapter 19, Section 19-4 of the City's Code of Ordinances to formally establish Street Sweeping Regulations as follows:

Chapter 19 - STREETS AND SIDEWALKS

Sec. 19-4. - Obstructions generally.

No person shall place any trash, lumber, wood, glass or other obstruction in any public street, lane, alley or way, or on any sidewalk. Any person who shall place any obstruction as aforesaid in any sidewalk and fail to remove the same within six (6) hours after being notified by the chief of police or any police officer, or who, after having removed the obstruction, shall replace it or place similar obstructions, shall be guilty of a violation of this Code.

Vehicle owners shall ensure that vehicles are moved from the street as designated by the street sweeping schedule adopted by the City Commission. Parking signage shall be installed by City to aid in identifying prohibited areas. Violators will be cited and/or towed at the owner's expense with a fine imposed of \$100.00 per violation, not inclusive of applicable towing fees.

SECTION 4. Severability. The provisions of this Ordinance are severable, and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 5. Conflict and 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. Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent as

may be authorized by the City Manager without need of public hearing following review by the City Attorney, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 8. Effective Date. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this __ day of _____ 2025.

PASSED SECOND READING this __ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

City Manager:	Sha'mecca Lawson			CM Signature:			
Commission Meeting Date:	11.12.2025		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			
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
				X		X	
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes		No	
				X			
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address) 			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA
ESTABLISHING REGULATIONS AND COMPLIANCE FOR CITYWIDE STREET SWEEPING.**

Staff Summary:

The City Commission adopted Resolution No. 25-080, which directed the City Manager to explore the feasibility of a street sweeping ordinance. It has been determined that establishing a street sweeping ordinance will help the city maintain clean, safe, and environmentally friendly streets and ensure residents cooperate by keeping streets clear when cleaning is scheduled. The Public Works Department is tasked with street sweeping weekly in various zones which is in coordination with the stormwater and drain cleaning schedule.

The ordinance shall outline the regulations and penalties for street sweeping as follows:

Parking restrictions: Vehicle owners must ensure vehicles are moved from the street as designated by the street sweeping schedule. Parking signage will be installed to aid in identifying prohibited areas.

Enforcement- Violators will be cited and/or towed at the owner's expense.

Financial Impact: It has been determined that 33 signs will be required at an estimated cost of \$2,500 to purchase. This will be charged to the Streets & Sidewalks Division Road Materials & Supplies account, 41- 541530 with a FY 26 budget of \$35,000. Additionally, it will be necessary to rent equipment to drill through concrete in some locations. Rental cost is anticipated to not exceed \$500 and will be charged to General Expense, 41-541493 with a budget of \$1,000.

Proposed Action:

Staff recommends the approval of the street sweeping ordinance.

Attachment(s):

Street sweeping schedule

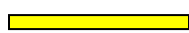


CITY OF OPA-LOCKA DEPARTMENT OF PUBLIC WORKS

WEEKLY STREET SWEEPING SCHEDULE

The following Street Sweeping schedule for the Stormwater Division has been established. Please follow the color-coded areas and the corresponding weeks outlined below:

ZONES AND SCHEDULES

 **YELLOW | ZONE 1 | FIRST WEEK OF MONTH**

 **RED | ZONE 2 | SECOND WEEK OF MONTH**

 **GREEN | ZONE 3 | THIRD WEEK OF MONTH**

 **BLUE | ZONE 4 | FOURTH WEEK OF MONTH**

ZONE 1: 1st week of every month (Yellow Area): Street Sweeping (Monday through Friday 8:00am to 5:00pm)

- Sharazad Blvd. from Ali-baba through NW 27th Avenue
- Ali-baba Avenue from 42nd/37th Avenue Connector through (NW) 27th Avenue (6 :00 a.m. to 8:00a.m.)
- Opa-locka Blvd from Sharazad thru (NW) 27th Avenue
- 27th Avenue from Dunad through (NW) 135th Street
- Sinbad Avenue from Atlantic Avenue through (NW) 135 Street
- Superior Street from Opa-locka Blvd through (NW) 27th Avenue
- Perviz Avenue from Dunad Avenue through Sharazad Blvd

ZONE 2: 2nd week of every month (Yellow Area): Street Sweeping (Monday through Friday 8:00 a.m. to 5:00 p.m.)

- Ali-baba Avenue from (NW) 27th Avenue through (NW) 22 Avenue connection (6:00 am to 8:00am)
- (NW) 27th Avenue Frontage Road from (NW) 147 Street through (NW) 151 Street
- (NW) 151st Street from (NW) 27th Avenue through (NW) 22nd Avenue
- (NW)22nd Avenue from (NW) 151st Street through S.R.9



- (NW) 22nd Avenue from S.R 9 through 135th Street
- Burlington Street from (NW) 26th Avenue through S.R 9
- (NW) 143rd Street from (NW) 23^{ct} through (NW) 22^{ct}
- (NW) 139 Street from (NW) 26th Avenue through (NW) 23rd Avenue
- Opa-locka Blvd. from (NW) 22nd Avenue through 27th Avenue
- Grant Avenue from (NW) 22nd Avenue through (NW) 151 Street
- Lincoln Avenue from (NW) 22nd Avenue through (NW) 151 Street
- Washington Avenue from (NW) 22nd Avenue through (NW) 151 Street
- Ali-baba Avenue from (NW) 22nd Avenue through (NW) 151 Street Connector
- Rutland Street from (NW) 20th Avenue through (NW) 18th Avenue
- York Street (NW) 2151 Avenue through Wilmington Street

ZONE 3: 3rd week of every month Green Area: Street Sweeping (Monday through Friday 8:00 a.m. to 5:00 p.m.)

- 37th Avenue /Douglas Road - Frontage Road from Harem Avenue through Oriental Blvd.
- Oriental Blvd. from 37th Avenue /Douglas Road - Frontage Road through (NW) 27th Avenue
- Perviz Avenue from Oriental Blvd through Dunad Avenue
- (NW) 27th Avenue from Oriental Blvd through Dunad Avenue

ZONE 4: 4th week of every month Blue Area: Street Sweeping (Monday through Friday 8:00 a.m. to 5:00 p.m.)

- (NW) 38^{ct} from (NW) 132 Street through (NW) 135th Street
- Port Said Road from (NW) 135th Street through (NW) 127th Street
- (NW) 29th Avenue from (NW) 132nd Street through 133rd Street
- (NW) 132nd Terrace from (NW) 29th Avenue through (NW) 28th Avenue
- 132nd Street from NW 30th Avenue through NW 27th Avenue
- (NW) 28th Avenue from (NW) 135th Street through (NW) 132nd Street
- (NW) 27th Avenue from (NW) 135th Street through (NW) 127th Street



**ZONE 1 | 1st WEEK
OF MONTH
Monday - Friday
8:00 to 5:00**

- Sharazad Blvd. from Ali-baba through NW 27th Avenue
- Ali-baba Avenue from 42nd/37th Avenue Connector through (NW) 27th Avenue (6 :00 a.m. to 8:00a.m.)
- Opa-locka Blvd from Sharazad thru (NW) 27th Avenue
- 27th Avenue from Dunad through (NW) 135th Street
- Sinbad Avenue from Atlantic Avenue through (NW) 135 Street
- Superior Street from Opa-locka Blvd through (NW) 27th Avenue
- Perviz Avenue from Dunad Avenue through Sharazad Blvd

**ZONE 2: 2ND WEEK OF
MONTH
Monday- Friday
8:00 to 5:00**

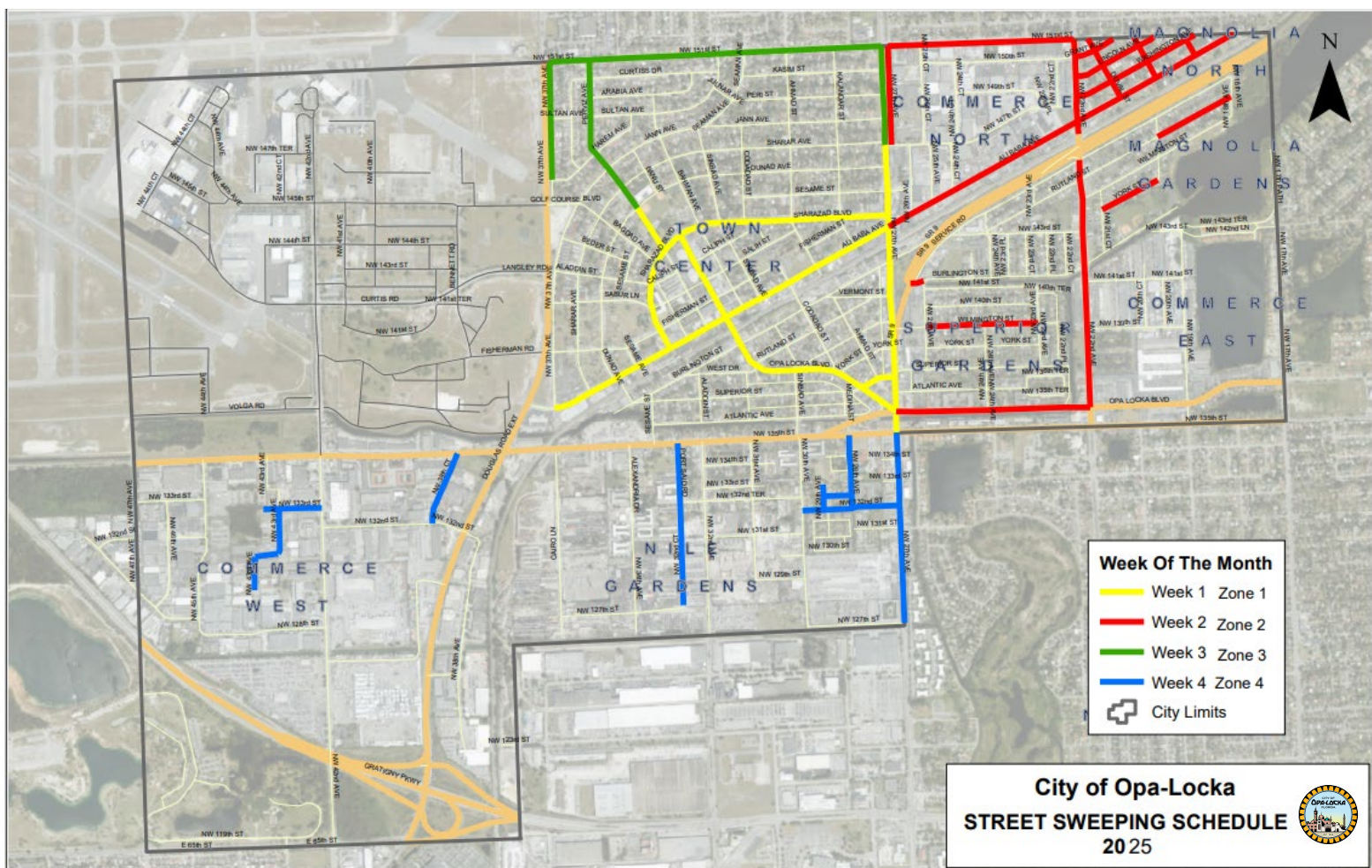
- Ali-baba Avenue from (NW) 27th Avenue through (NW) 22 Avenue connection (6:00 am to 8:00am)
- (NW) 27th Avenue Frontage Road from (NW) 147 Street through (NW) 151 Street
- (NW) 151st Street from (NW) 27th Avenue through (NW) 22nd Avenue
- (NW) 22nd Avenue from (NW) 151st Street through S.R.9
- (NW) 22nd Avenue from S.R 9 through 135th Street
- Burlington Street from (NW) 26th Avenue through S.R 9
- (NW) 143rd Street from (NW) 23ct though (NW) 22ct
- (NW) 139 Street from (NW) 26th Avenue through (NW) 23rd Avenue
- Opa-locka Blvd. from (NW) 22nd Avenue through 27th Avenue
- Grant Avenue from (NW) 22nd Avenue through (NW) 151 Street
- Lincoln Avenue from (NW) 22nd Avenue through (NW) 151 Street
- Washington Avenue from (NW) 22nd Avenue through (NW) 151 Street
- Ali-baba Avenue from (NW) 22nd Avenue through (NW) 151 Street Connector
- Rutland Street from (NW) 20th Avenue through (NW) 18th Avenue
- York Street (NW) 2151 Avenue through Wilmington Street

**ZONE 3: 3rd WEEK OF
MONTH
Monday- Friday
8:00 to 5:00**

- 37th Avenue /Douglas Road - Frontage Road from Harem Avenue through Oriental Blvd.
- Oriental Blvd. from 37th Avenue /Doug las Road - Frontage Road through (NW) 27th Avenue
- Perviz Avenue from Oriental Blvd through Dunad Avenue
- (NW) 27th Avenue from Oriental Blvd through Dunad Avenue

**ZONE 4: 4th WEEK OF
MONTH
Monday- Friday
8:00 to 5:00**

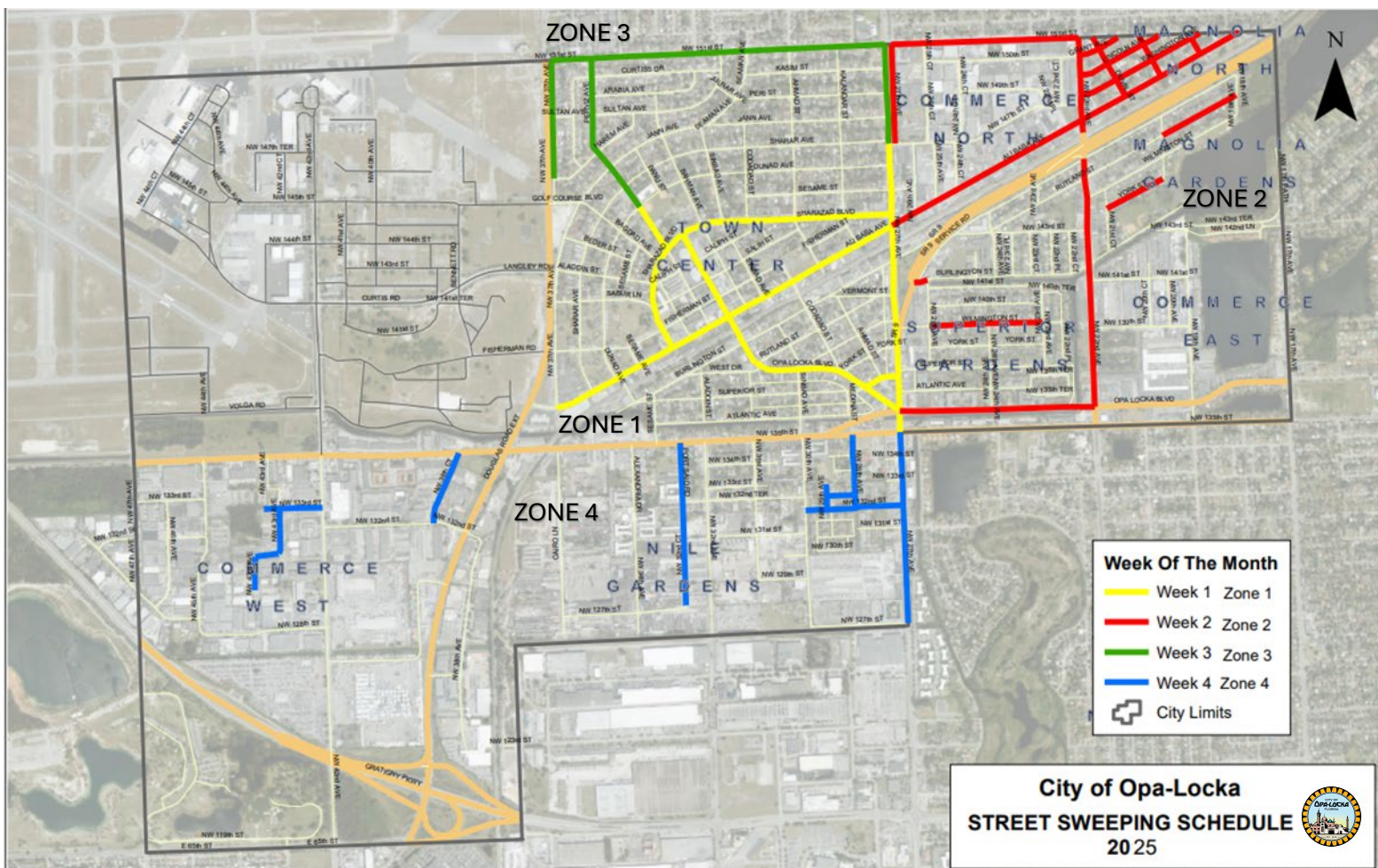
- (NW) 38^{ct} from (NW) 132 Street through (NW) 135th Street
- Port Said Road from (NW) 135th Street through (NW) 127th Street
- (NW) 29th Avenue form (NW) 132nd Street through 133rd Street
- (NW) 132nd Terrace from (NW) 29th Avenue through (NW) 28th Avenue
- 132nd Street from NW 30th Avenue through NW 27th Avenue
- (NW) 28th Avenue from (NW) 135th Street through (NW) 132nd Street
- (NW) 27th Avenue from (NW) 135th Street through (NW) 127th Street



Avenues run- North and South

Streets – East to West.

Courts/ Places- East to West- enclosed ,dead end or Cul-de-sac



Sponsored by: City Manager

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR CANAL MAINTENANCE, AT AN ANNUAL COST OF TWO HUNDRED FIFTY-TWO THOUSAND, ONE HUNDRED SIXTY-TWO DOLLARS (\$252,162.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Canal maintenance is a large portion of the City of Opa-Locka's Municipal Separate Storm Sewer Systems (MS4) compliance. The Florida Department of Environmental Protection (FDEP) views Miami-Dade County as the most proficient vendor for this task; and

WHEREAS, the City Manager recommends entering into an Interlocal Agreement with Miami-Dade County for stated services within the City of Opa-Locka ("City"), for an annual cost Two Hundred Fifty-Two Thousand, One Hundred Sixty-Two Dollars (\$252,162.00); and

WHEREAS, an agreement with Miami-Dade County will allow for the timely maintenance of the City's canal systems, which include debris removal, culvert cleaning above/below the water line, mechanical harvesting of accumulated waste, chemical/herbicide treatment, mowing of the banks/slopes, obstruction removal, flood control structure maintenance and as needed esthetical cleaning; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to execute an Interlocal Agreement with Miami-Dade County, attached hereto as Exhibit "A", for canal maintenance, for an annual cost of Two Hundred Fifty-Two Thousand, One Hundred Sixty-Two Dollars (\$252,162.00).

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 as hereby made a specific part of this Ordinance.

SECTION 2. Authorization. The City Commission of the City of Opa-Locka, Florida, hereby authorizes the City Manager to execute an Interlocal Agreement with Miami-Dade County, attached hereto as Exhibit "A", for canal maintenance,

for an annual cost Two Hundred Fifty-Two Thousand, One Hundred Sixty-Two Dollars (\$252,162.00).

SECTION 4. Severability. The provisions of this Ordinance are severable, and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 5. Conflict and Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent as may be authorized by the City Manager without need of public hearing following review by the City Attorney, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7. Effective Date. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this __ day of _____ 2025.

PASSED SECOND READING this __ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	Sha'mecca Lawson		CM Signature		
Commission Meeting Date:	11.12.2025	Item Type: (Enter X in box)	Resolution	Ordinance	Other
				X	
Fiscal Impact: (Enter X in box)	Yes	No	Resolution Reading: (Enter X in box)	1st Reading	2nd Reading
	X			X	
			Public Hearing: (Enter X in box)	Yes	No
				X	
Funding Source: Account#:	(Enter Fund & Dept) Ex: N/A See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes	No
				X	
ILA Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department:	Public Works	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR CANAL MAINTENANCE, AT AN ANNUAL COST OF \$252,162.00.

Staff Summary:

Issue / Recommendation This agreement will allow for the timely maintenance of the city canal systems, which includes debris removal, culvert cleaning above/below the water line, mechanical harvesting of accumulated waste, chemical/herbicide treatment, mowing of the banks/slopes, obstruction removal, flood control structure maintenance and as needed esthetical cleaning.

History – Canal maintenance is a large portion of our MS4 compliance, FDEP views Miami-Dade County as the most proficient vendor for this task.

Financial Impact

Account	Description	Available	Expenditure	Remaining Balance
43-538340	Other Contracted Services	\$682,000.00*	\$252,162.00	\$429,838.00

* Within the Other Contracted Services budget, \$300,000 was assumed for canal maintenance, with this agreement representing a \$47,838 savings. This contract is of an ongoing nature and will have a financial impact on future years.

Proposed Action:

Staff recommend the City Commission approve this ordinance for the city to remain compliant with all applicable regulations pertaining to Stormwater Management and our MS4 permit.

Attachment:

Draft Interlocal agreement



FIVE (5) YEAR INTERLOCAL AGREEMENT

between

**THE CITY OF OPA-LOCKA
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY
FOR
STORMWATER MANAGEMENT**

MIAMI-DADE COUNTY
STORMWATER UTILITY (305) 372-6688
701 NORTHWEST FIRST COURT, SUITE 500
MIAMI, FL 33136



**FIVE (5) YEAR
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OPA-LOCKA (CITY)
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)
FOR STORMWATER MANAGEMENT**

THIS FIVE (5) YEAR INTERLOCAL AGREEMENT, [the "Agreement"] by and between the Miami-Dade County Stormwater Utility, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "UTILITY",] and the City of Opa-locka, a Florida Municipal Corporation, through its governing body, the Opa-locka City Council of the City of Opa-locka, Florida [hereinafter sometimes referred to as "CITY",] is entered into as follows:

WITNESSETH

WHEREAS, Section 403.0893, Florida Statutes (F.S.), authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, did, by adoption of Miami-Dade County Ordinances No. 91-66 and Ordinance No. 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create a stormwater utility [hereinafter referred to as the "UTILITY"], and which UTILITY may operate within a municipality or municipalities; and

WHEREAS, it is the intent of the UTILITY and the CITY, through this Agreement, to establish relationships and responsibilities for the maintenance of shared stormwater systems by the CITY and the UTILITY; and

WHEREAS, the UTILITY and the CITY recognize that there are operating costs, as well as benefits, associated with maintaining shared stormwater drainage systems; and

WHEREAS, the UTILITY and the CITY want to share these costs in proportion to the drainage area, the service provided, and the benefits received,

Now, therefore, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

ARTICLE I PURPOSES

The UTILITY and the CITY enter into this Agreement to further the following purposes:

- (1) to protect and promote the public health, safety, and general welfare through the management of stormwater run-off;
- (2) to maintain and improve water quality and preserve and enhance the environmental quality of the receiving waters;
- (3) to control flooding that results from rainfall events;
- (4) to deter unmanaged rainwater from eroding sandy soils and causing sedimentation;
- (5) to deter the disruption of the habitat of aquatic plants and animals;
- (6) to promote intergovernmental cooperation in effectively and efficiently managing stormwater run-off;
- (7) to maintain and repair shared stormwater systems located within the limits of the drainage service areas in accordance with the approved plans. These include maintaining canals, and any required maintenance of flow control structures and stormwater pump stations and their mechanical and electrical components; maintaining stormwater systems as determined by conditions of the system, prevailing environmental conditions, and the level of service established.
- (8) to provide a mechanism for the UTILITY and the CITY to share and allocate the cost of maintaining and repairing shared stormwater drainage systems as stated in (7), above.

ARTICLE II DEFINITIONS

Agreement shall mean this document, including any written amendments, attachments, and other written documents, which are expressly incorporated by reference.

Stormwater Management Plans shall mean stormwater management plans developed by both the CITY and by the UTILITY, to meet the required level of service as established in their respective stormwater management programs or master plan pursuant to Florida Statute 403.0891.

CITY Stormwater Utility Budget shall mean the CITY's developed and approved fiscal year budget which includes a component for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the CITY's Stormwater Management Plans.

Utility Stormwater Budget shall mean the UTILITY's developed and approved fiscal year budget for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the Utility's Approved Plans.

Shared Stormwater Drainage System shall mean that portion of the drainage system owned by either the CITY or the UTILITY to which both the CITY and the UTILITY contribute stormwater runoff and which is further identified in Attachment "A".

Costs allocable to the CITY shall mean those portions of the actual maintenance and operating outlays budgeted by the UTILITY in its yearly budget process, which are allocated to the CITY based on the CITY's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the UTILITY.

Costs allocable to the Utility shall mean those portions of the actual maintenance and operating outlays budgeted by the CITY in its yearly budget process, which are allocated to the UTILITY based on the UTILITY's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the CITY.

Operating Outlays shall mean expenses budgeted by the CITY and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered reoccurring expenses to sustain yearly stormwater drainage operations.

Capital Outlays shall mean expenses budgeted by the CITY and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered non-reoccurring and producing a long term benefit to the users. The yearly charges allocable to the CITY or to the UTILITY shall be that amount prorated, plus interest charges and administrative fees, for no longer than the calculated useful life of the capitalized item in no case exceeding 20 years. A separate Interlocal Agreement is required for any approved Capital Outlays that may be amortized beyond the life of this Agreement.

Fiscal Year shall mean the period beginning on October 1 and ending on September 30 of the following year.

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subcontractors, third-party contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

Maintenance is defined by, and limited to, the tasks listed in the Attachment "B" or other related stormwater drainage tasks agreed to by both parties' Project Managers.

Project Manager shall mean the persons designated by the CITY and by the UTILITY to serve as the representative of each for the purposes of exchanging communications and to issue and receive directives pursuant to and within the powers provided under this Agreement.

Written notice shall mean written communication between the Project Managers.

ARTICLE III STATEMENT OF WORK

The CITY AND the UTILITY shall fully and timely perform all work tasks described in this Statement of Work:

The CITY shall maintain and repair shared stormwater systems located within the limits of the drainage service areas in accordance with this Agreement and the CITY's stormwater management plan. The CITY shall be responsible for maintaining aesthetic conditions only on canals and other water bodies within the CITY's boundary by providing for litter and minor debris removal as needed.

The UTILITY shall maintain, repair, and enhance shared stormwater management systems located within the limits of the drainage service areas in accordance with Attachment "A" and Attachment "B".

The CITY's relative stormwater runoff contribution to the UTILITY's shared drainage system and the UTILITY's relative stormwater runoff contribution to the shared drainage system is depicted in Attachment "A".

ARTICLE IV TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of five (5) years commencing on October 1, 2025 and ending on September 30, 2030, provided, however, either party may terminate this Agreement without cause prior to the expiration date upon one (1) year's advance written notice to the other party of its decision to terminate this Agreement.

ARTICLE V CITY AND UTILITY RESPONSIBILITIES

A. Upon the request of either the CITY or the UTILITY, each shall share information in matters related to operations, maintenance, design and construction costs and cost allocation determinations associated with shared drainage systems.

B. The CITY and the UTILITY shall provide notice to each other, as provided, in this Agreement designating their respective Project Manager. Each shall promptly notify each other of any change in the Project Manager designation by written notice as specified in this Agreement.

C. Commencing with fiscal year 2025-2026, and after approval of the Agreement, the costs allocable to the CITY and the costs allocable to the UTILITY based on the relative stormwater runoff contribution to each other's shared portion of the stormwater drainage systems

are included in this Agreement and presented as described in Attachment “B”. Estimated total expenditures for the five (5) year term of this Agreement are also included and shall not be exceeded.

D. The tasks and levels of service set forth in Attachment “B” may be adjusted by the UTILITY with prior notice to the CITY due to prevailing environmental conditions, maintenance needs, or ownership, provided that the total annual estimated expenditures are not exceeded. The CITY may also request modifications to the tasks or level of services set forth in Attachment “B”. Any such work requested by the CITY shall commence within reasonable time after the request has been made to the UTILITY. If the tasks and level of service must be adjusted in such a manner that the annual estimated expenditure will be exceeded in any given year, then prior written approval by both parties’ Project Managers must be obtained. However, the total two-year cost of the Agreement shall not be exceeded.

E. Payments by the CITY are to be made within 30 days after the bill presentation. In the event of a dispute on the billed amount, the CITY may notify the UTILITY of the nature of the dispute and the UTILITY shall make arrangements for the pertinent records to be made available for inspection by the CITY, as indicated under Article V (H) of this Agreement. Upon resolution of the dispute, payments by the CITY are to be made within 30 days. In the event of an overpayment by the CITY, the UTILITY shall reimburse the CITY within 30 days after verification of the overpayment by the UTILITY.

F. The CITY and the UTILITY shall maintain financial records pertaining to this Agreement for 5 years after the expiration of this Agreement, and shall make them available for inspection and copying at the place where the records are maintained within a reasonable time after receiving a records request.

G. The CITY and the UTILITY shall each be responsible for procuring independently all necessary permits in the performance of their respective work under this Agreement.

H. The CITY and the UTILITY shall each comply with all applicable regulations, ordinances and laws in effect in the performance of this Agreement.

I. If requested, the UTILITY will provide a tentative yearly maintenance schedule at the beginning of each fiscal year. As an update to the yearly maintenance schedule, the UTILITY will coordinate (via e-mail or telephone) with the CITY within 48 hours prior to commencing work in the CITY. The UTILITY contact for maintenance activities will be the Division Chief of the Miami-Dade County Department of Transportation and Public Works; Road, Bridge, and Canal Maintenance Division.

ARTICLE VI COMPENSATION/CONSIDERATION

A. It is the intent and understanding of the parties that this Agreement is solely for the CITY and the UTILITY. No person or entity other than the CITY or the UTILITY shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

ARTICLE VII DEFAULT

CITY Event of Default

Without limitation, the failure by the CITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "CITY event of default". The UTILITY shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the UTILITY determines that a CITY event of default has occurred, the UTILITY shall provide written notice of such default to the CITY and allow the CITY a thirty (30) calendar day period to rectify the "CITY event of default".

In the event that the UTILITY determines that the CITY event of default has not been rectified, the UTILITY shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to the CITY are terminated, effective upon such date as is designated by the UTILITY.
2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

UTILITY Event of Default

Without limitation, the failure by the UTILITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "UTILITY event of default". The CITY shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the CITY determines that a UTILITY event of default has occurred, the CITY shall provide written notice of such default to the UTILITY and allow the UTILITY a thirty (30) calendar day period to rectify the "UTILITY event of default".

In the event that the CITY determines that the UTILITY event of default has not been rectified, the CITY shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to the UTILITY are terminated, effective upon such date as is designated by the CITY.

2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

ARTICLE VIII GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The UTILITY and the CITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

ARTICLE IX ENTIRETY OF AGREEMENT

The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

ARTICLE X HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE XI RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reasons of this Agreement.

**ARTICLE XII
REPRESENTATION OF CITY**

The CITY represents that this Agreement has been duly authorized, executed and delivered by the City Commission of the City of Opa-locka, as the governing body of the CITY and it has the required power and authority to perform this Agreement and has granted the City Manager or the City Manager's Designee the required power and authority to perform this Agreement.

**ARTICLE XIII
REPRESENTATION OF UTILITY**

The UTILITY represents that this Agreement has been duly approved, executed and delivered by the Board of County Commissioners, as the governing body of the UTILITY, and it has granted the Miami-Dade County Mayor or the Mayor's Designee the required power and authority to perform this Agreement.

**ARTICLE XIV
WAIVER**

There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.

**ARTICLE XV
INVALIDITY OF PROVISIONS, SEVERABILITY**

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

**ARTICLE XVI
INDEPENDENT CONTRACTOR**

The CITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the UTILITY. CITY shall have control of the work performed in accordance with the terms of this Agreement and of all persons

performing the same, and CITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

The UTILITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the CITY. UTILITY shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and UTILITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

Nothing in this Agreement shall be construed as creating a partnership or joint venture between the UTILITY and the CITY.

ARTICLE XVII INDEMNIFICATION

The CITY shall indemnify and hold harmless the UTILITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the UTILITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CITY or its employees, agents, servants, partners, principals or subcontractors. CITY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the UTILITY, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the CITY shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the CITY arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the CITY.

The UTILITY does hereby agree to indemnify and hold harmless the CITY to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the UTILITY shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgements or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the UTILITY. However, nothing herein shall be deemed to indemnify the CITY from any liability or claim arising out of the negligent performance or failure of performance of the CITY or any unrelated third party.

IN WITNESS THEREOF, the parties hereto through their duly authorized representatives hereby execute this Agreement.

Attest:

CITY OF OPA-LOCKA, FLORIDA
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
Attn: Shamecca Lawson
City Manager
(305) 953-2821

City Clerk

Date

Authorized signature on behalf
of the City of Opa-locka, Florida.

By: _____
City Manager Date

MIAMI-DADE COUNTY BOARD OF COUNTY
COMMISSIONERS, FLORIDA AS GOVERNING
BODY OF THE MIAMI-DADE COUNTY
STORMWATER UTILITY

By: _____
Mayor or Mayor's
Designee Date

Stephen P. Clark Center
111 N.W. 1 Street
Miami, Florida 33128

JUAN FERNANDEZ-BARQUIN, CLERK
Attest:

By: _____
Deputy Clerk Date

ATTACHMENT “A”

A.1 - Percent Share Calculation Table

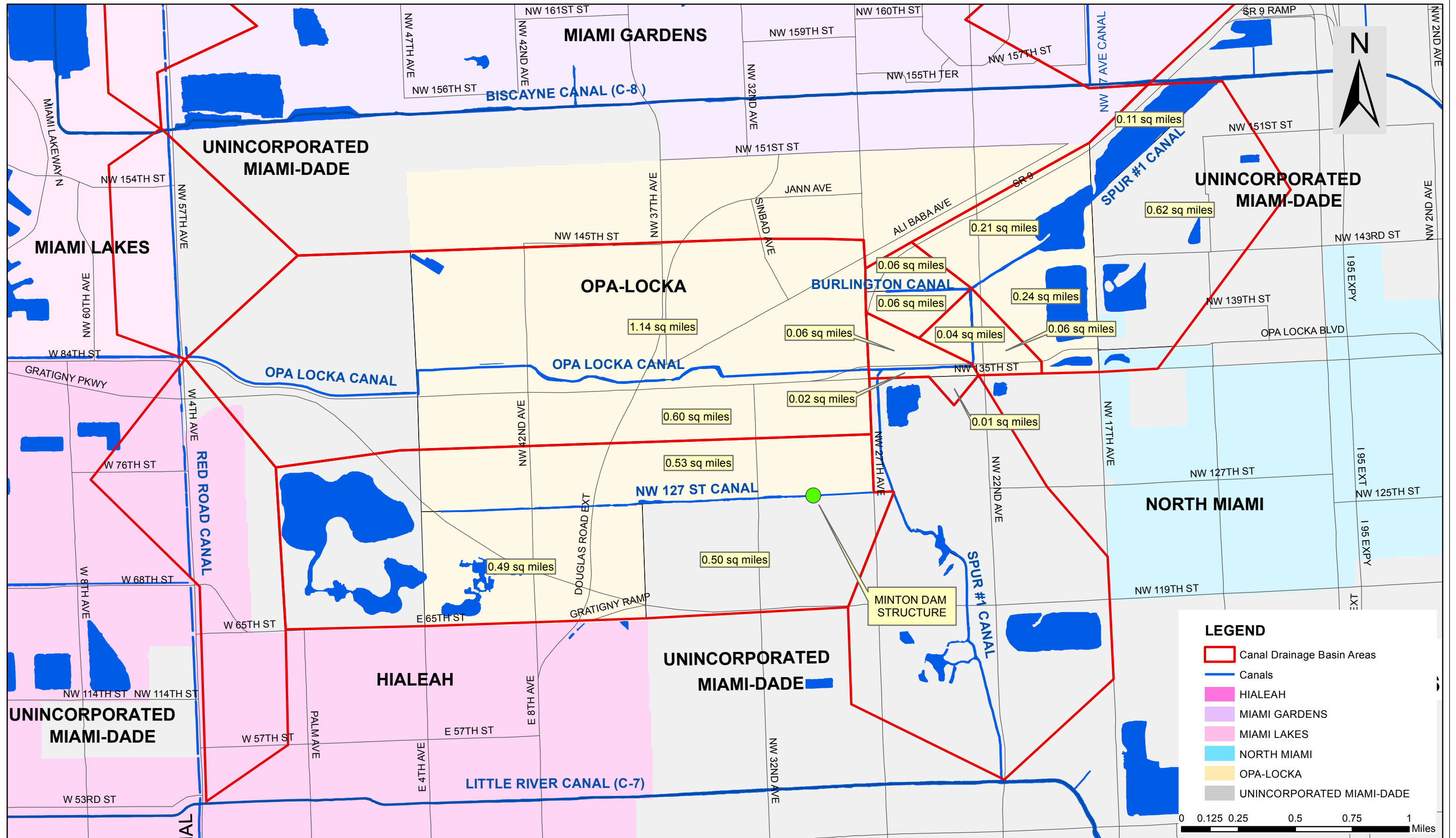
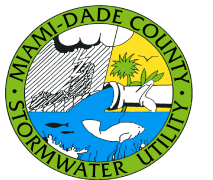
A.2 - Canals and Drainage Basins Map

ATTACHMENT "A.1"

CITY OF OPA-LOCKA
CANAL DRAINAGE AREAS and % SHARE

<u>CANAL</u>	<u>TOTAL AREA (SQ MILES)</u>	<u>SUB-AREAS</u>	<u>% SHARE</u>
<u>BURLINGTON CANAL (NW 22 Ct. to NW 26 Ave.)</u>			
1. Opa-locka	0.12	(0.06+0.06)	100%
2. Miami-Dade County	0.00	0	0%
<u>SPUR #1 CANAL (Biscayne Canal to NW 27 Ave.)</u>			
1. Opa-locka	0.63	(0.21+0.24+0.04+0.06+0.06+0.02)	46%
2. Miami-Dade County	0.74	(0.11+0.62+0.01)	54%
<u>OPA-LOCKA CANAL (NW 27 Ave. to NW 47 Ave.)</u>			
1. Opa-locka	1.74	(1.14+0.60)	100%
2. Miami-Dade County	0.00	0	0%
<u>NW 127 STREET CANAL (NW 27 Ave. to NW 47 Ave.)</u>			
1. Opa-locka	1.02	(0.53+0.49)	67%
2. Miami-Dade County	0.50	(0.50)	33%
<u>MINTON DAM - (on NW 127 St Canal, at 32 Ave)</u>			
1. Opa-locka			67%
2. Miami-Dade County			33%

**ATTACHMENT "A.2"
CITY OF OPA-LOCKA
CANAL DRAINAGE BASIN AREAS**



LEGEND

- ▬ Canal Drainage Basin Areas
- ▬ Canals
- HIALEAH
- MIAMI GARDENS
- MIAMI LAKES
- NORTH MIAMI
- OPA-LOCKA
- UNINCORPORATED MIAMI-DADE

0 0.125 0.25 0.5 0.75 1 Miles

ATTACHMENT “B”

Five (5) Year Cost Share Table

(see attached)

ATTACHMENT "B"**CITY OF OPA-LOCKA****Canal Maintenance Estimated Costs (FY 2026 to FY 2030)**

Selected Level of Service Shown Shaded

Culvert Cleaning - Above Water

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
Burlington (from NW 22 Ct to 26 Ave)	\$1,000	\$2,000	\$3,000	\$4,000	100	\$4,000
NW 127 Street (from NW 27 Ave to 45 Ave)	\$1,500	\$3,000	\$4,500	\$6,000	67	\$4,020
Opa-locka (from NW 27 Ave to 47 Ave)	\$1,500	\$3,000	\$4,500	\$6,000	100	\$6,000
Spur #1 (from Biscayne to NW 27 Ave)	\$2,000	\$4,000	\$6,000	\$8,000	46	\$3,680
sub-total	\$6,000	\$12,000	\$18,000	\$24,000		\$17,700

City Cost at Current Level of Service (4 cycles)**\$17,700****Culvert Cleaning - Below Water**

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
Burlington (from NW 22 Ct to 26 Ave)	\$1,000	\$2,000	\$3,000	\$4,000	100	\$1,000
NW 127 Street (from NW 27 Ave to 45 Ave)	\$2,000	\$4,000	\$6,000	\$8,000	67	\$1,340
Opa-locka (from NW 27 Ave to 47 Ave)	\$2,500	\$5,000	\$7,500	\$10,000	100	\$2,500
Spur #1 (from Biscayne to NW 27 Ave)	\$2,500	\$5,000	\$7,500	\$10,000	46	\$1,150
sub-total	\$8,000	\$16,000	\$24,000	\$32,000		\$5,990

City Cost at Current Level of Service (1 cycle)**\$5,990****Mechanical Harvesting (submerged, emergent, and bank acres treated)**

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
Burlington (from NW 22 Ct to 26 Ave)	\$8,000	\$16,000	\$24,000	\$32,000	100	\$24,000
NW 127 Street (from NW 27 Ave to 45 Ave)	\$0	\$0	\$0	\$0	67	\$0
Opa-locka (from NW 27 Ave to 47 Ave)	\$28,000	\$56,000	\$84,000	\$112,000	100	\$84,000
Spur #1 (from Biscayne to NW 27 Ave)	\$13,000	\$26,000	\$39,000	\$52,000	46	\$17,940
sub-total	\$49,000	\$98,000	\$147,000	\$196,000		\$125,940

City Cost at Current Level of Service (3 cycles)**\$125,940****Chemical/Herbicide Treatment (submerged, emergent, and bank acres treated)**

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
Burlington (from NW 22 Ct to 26 Ave)	\$1,000	\$2,000	\$3,000	\$4,000	100	\$4,000
NW 127 Street (from NW 27 Ave to 45 Ave)	\$5,500	\$11,000	\$16,500	\$22,000	67	\$14,740
Opa-locka (from NW 27 Ave to 47 Ave)	\$6,500	\$13,000	\$19,500	\$26,000	100	\$26,000
Spur #1 (from Biscayne to NW 27 Ave)	\$6,500	\$13,000	\$19,500	\$26,000	46	\$11,960
sub-total	\$19,500	\$39,000	\$58,500	\$78,000		\$56,700

City Cost at Current Level of Service (4 cycles)**\$56,700**

ATTACHMENT "B"**CITY OF OPA-LOCKA****Canal Maintenance Estimated Costs (FY 2026 to FY 2030)****Mowing - Flat**

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
Burlington (from NW 22 Ct to 26 Ave)	\$0	\$0	\$0	\$0	100	\$0
NW 127 Street (from NW 27 Ave to 45 Ave)	\$1,400	\$2,800	\$4,200	\$5,600	67	\$3,752
Opa-locka (from NW 27 Ave to 47 Ave)	\$1,400	\$2,800	\$4,200	\$5,600	100	\$5,600
Spur #1 (from Biscayne to NW 27 Ave)	\$500	\$1,000	\$1,500	\$2,000	46	\$920
sub-total	\$3,300	\$6,600	\$9,900	\$13,200		\$10,272

City Cost at Current Level of Service (4 cycles)**\$10,272****Mowing - Slope**

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
Burlington (from NW 22 Ct to 26 Ave)	\$0	\$0	\$0	\$0	100	\$0
NW 127 Street (from NW 27 Ave to 45 Ave)	\$1,500	\$3,000	\$4,500	\$6,000	67	\$4,020
Opa-locka (from NW 27 Ave to 47 Ave)	\$4,000	\$8,000	\$12,000	\$16,000	100	\$16,000
Spur #1 (from Biscayne to NW 27 Ave)	\$2,000	\$4,000	\$6,000	\$8,000	46	\$3,680
sub-total	\$7,500	\$15,000	\$22,500	\$30,000		\$23,700

City Cost at Current Level of Service (4 cycles)**\$23,700****Obstruction Removal (contingency)¹**

Canal Name	per Event				Municipality	
	1	2	3	4	% Share	Cost
Burlington (from NW 22 Ct to 26 Ave)	\$1,000	\$2,000	\$3,000	\$4,000	100	\$1,000
NW 127 Street (from NW 27 Ave to 45 Ave)	\$1,000	\$2,000	\$3,000	\$4,000	67	\$670
Opa-locka (from NW 27 Ave to 47 Ave)	\$1,000	\$2,000	\$3,000	\$4,000	100	\$1,000
Spur #1 (from Biscayne to NW 27 Ave)	\$2,500	\$5,000	\$7,500	\$10,000	46	\$1,150
sub-total	\$5,500	\$11,000	\$16,500	\$22,000		\$3,820

City Cost at Current Level of Service (1 event)**\$3,820****Flood Control Structure Maintenance**

Structure Name	Cycles per Year				Municipality	
	1	12	26	52	% Share	Cost
NW 127 St Canal Structure / Minton Dam	\$1,000	\$12,000	\$26,000	\$52,000	67	\$8,040
sub-total	\$1,000	\$12,000	\$26,000	\$52,000		\$8,040

City Cost at Current Level of Service (12 cycles)**\$8,040**

ATTACHMENT "B"

CITY OF OPA-LOCKA

Canal Maintenance Estimated Costs (FY 2026 to FY 2030)

Emergency Repair / Preventative Mitigation (contingency)²

Canal Name	per Event				Municipality	
	1	2	3	4	% Share	Cost
Burlington (from NW 22 Ct to 26 Ave)	\$20,000	\$40,000	\$60,000	\$80,000	100	\$20,000
Spur #1 (from Biscayne to NW 27 Ave)	\$20,000	\$40,000	\$60,000	\$80,000	46	\$9,200
Opa-locka (from NW 27 Ave to 47 Ave)	\$20,000	\$40,000	\$60,000	\$80,000	100	\$20,000
127 Street (from NW 27 Ave to 45 Ave)	\$20,000	\$40,000	\$60,000	\$80,000	67	\$13,400
sub-total	\$80,000	\$160,000	\$240,000	\$320,000		\$62,600

City Cost at Current Level of Service (1 event) **\$62,600**

Summary of Costs

TOTAL ANNUAL COST **\$317,700**

MDC STORMWATER UTILITY ANNUAL COST **\$65,538**

MDC STORMWATER UTILITY 5-YEAR COST **\$327,690**

MDC STORMWATER UTILITY 5-YEAR COST WITH 1 EMERGENCY REPAIR EVENT **\$345,090**

CITY OF OPA-LOCKA ANNUAL COST Annual **\$252,162**

CITY OF OPA-LOCKA 5-YEAR COST 5-Year **\$1,260,810**

CITY OF OPA-LOCKA MAXIMUM 5-YEAR COST WITH 1 EMERGENCY REPAIR EVENT **\$1,323,410**

NOTES:

1. May include tasks such as Debris Removal by Hand, Cut Vegetation, Obstruction Removal, and Remove Dead Animals

2. Requires City's written approval of cost-share estimate prior to performance of any such work (e.g. culvert blockage removal after a storm, canal bank stabilization, headwall repair) on the canal and its related appurtenances, in order to invoice the City for the work. Total cost = \$80,000: Opa-locka = \$62,600 & MDC SWU = \$17,400

Sponsored by: City Manager

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING CHAPTER 16, ARTICLE I, SECTION 16-1, ENTITLED "TEEN AND YOUNG ADULT ADVISORY BOARD", OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a review was conducted of the City of Opa-Locka's boards to ensure that the requirements and protocols of city boards align with the goals of the City of Opa-Locka's City Commission; and

WHEREAS, to revitalize boards and improve efficiency, the City Commission finds it necessary and appropriate to combine the duties of the Teen and Young Adult Advisory Board with the Community Relations Recreation and Activities Board; and

WHEREAS, to accomplish the intent of combining boards, the City Commission desires to repeal Chapter 16, Article I, Section 16-1 of the City's Code of Ordinances entitled "Teen and Young Adult Advisory Board."

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. Repeal of Chapter 16, Article I, Section 16-1 of the City of Opa-Locka's Code of Ordinances entitled "Teen and Young Adult Advisory Board."

The City Commission of the City of Opa-Locka, Florida hereby repeals

"Teen and Young Adult Advisory Board" as follows:

~~Sec. 16-1. -- Teen and young adult advisory board.~~

~~(a)~~

~~Created; membership; terms; officers; procedures.~~ There is hereby created and established a teen and young adult advisory board for participation by residents of the city between the ages of 16 and 21 years. The advisory board shall consist of five (5) members, one (1) of whom shall be selected and appointed by each member of the city commission. Terms of office shall correspond to the term of office of the appointing city commissioner. The advisory board shall select and designate from its membership a chairman and vice chairman. The board shall be governed by the rules of procedures applicable to all boards within the city.

~~(b)~~

~~Meetings; clerical help.~~ The advisory board shall meet once each month at a time to be selected by a majority of its membership. The city manager shall supply necessary clerical help in order to provide for the taking of minutes and reporting conclusions and recommendations to the city commission on a monthly basis.

~~(c)~~

~~Duties.~~ The advisory board shall advise the city commission in all matters involving the administration of the city government, commission policies, projects, activities and events wherein youth, teen and young adult participation is requested or desired. In addition, the board shall make recommendations on increasing youth, teen and young adult participation in local governments, seek ways to improve communication with students and young adults within the City, organize and perform services projects that benefit the City, recommend the creation of programs for youth, teens and young adults and assume and carry out such duties as may from time to time be directed by the city commission.

~~(d)~~

~~Filling vacancies.~~ Unexpired terms created by resignation, death or removal, shall be filled by the city commissioner or his successor originally making the appointment vacated.

SECTION 3. Severability. The provisions of this Ordinance are severable, and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that

this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 5. Conflict and 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. Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent as may be authorized by the City Manager without need of public hearing following review by the City Attorney, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 8. Effective Date. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this __ day of _____ 2025.

PASSED SECOND READING this __ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

Sponsored by: City Manager

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, ENTITLED "BOARDS, COMMISSIONS AND COMMITTEES", DIVISION 2, ENTITLED "COMMUNITY RELATIONS, RECREATION AND ACTIVITIES BOARD" SECTION 2-479 THROUGH 2-480 TO CHANGE THE NAME OF THE BOARD TO "TEEN, YOUNG ADULT AND COMMUNITY RELATIONS ADVISORY BOARD"; SPECIFICALLY AMENDING SECTION 2-479 TO INCLUDE A FOCUS ON POLICIES, PROJECTS, AND EVENTS INVOLVING YOUTH, TEEN AND YOUNG ADULT PARTICIPATION; PROVIDING FOR A REQUIREMENT TO MAKE RECOMMENDATIONS ON INCREASING YOUTH, TEEN AND YOUNG ADULT PARTICIPATION AND IMPROVE COMMUNICATIONS; AMENDING SECTION 2-480 TO REQUIRE THAT THE TWO MEMBERS CHOSEN AT-LARGE MEMBERS SHALL BE BETWEEN THE AGES OF 16 AND 21; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a review was conducted of the City of Opa-Locka's boards to ensure that the requirements and protocols of city boards align with the goals of the City Commission; and

WHEREAS, it was determined that several of the boards have duplicate powers and duties. Further, obtaining a quorum has proven difficult in some boards; and

WHEREAS, the City Commission desires to improve the efficiency of City Boards and specifically desires to incorporate teen and young adult concerns as a part of the currently existing Community Relations Recreation and Activities Advisory Board; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to incorporate teen and young adult concerns as a part of the currently existing Community Relations Recreation and Activities Advisory Board and amend the name to Teen, Young Adult and Community Relations Advisory Board.

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 as hereby made a specific part of this Ordinance.

SECTION 2. Amending Chapter 2, Article XI, Division 2 of the City of Opa-Locka's Code of Ordinances. The City Commission hereby amends Article XI, entitled "Boards, Commissions and Committees", Division 2, entitled "Community Relations, Recreation and Activities Board" Section 2-479 through 2-480 to expand the powers and duties to incorporate a focus on teen and young adult matters and amend the name as follows:

DIVISION 2. COMMUNITY RELATIONS, TEEN, AND YOUNG ADULT AND COMMUNITY RELATIONS ADVISORY RECREATION AND ACTIVITIES BOARD

Sec. 2-479. Power and duties.

The ~~community relations, teen, and young adult~~ and community relations advisory recreation and activities board shall be advisory to the city commission in regard to the following matters:

- (1) Operation and maintenance of parks and recreation programs, facilities, and activities in the community.
- (2) All matters pertaining to community relations, including but not limited to policies, projects, and events wherein youth, teen and young adult participation is requested or desired.
- (3) The board shall make recommendations on increasing youth, teen and young adult participation with local government, seek ways to improve communication with students and young adults within the City, organize and perform service projects, special activities and programs for the benefit of the city.

Sec. 2-480. Membership terms.

The ~~community relations, teen, and young adult~~ and community relations advisory recreation and activities board shall consist of seven (7) members, who shall be residents of the city, two (2) of whom shall be selected at-large by the city commission. As to the remaining five (5) members, one (1) shall be chosen by each member of the city commission, who shall serve a term which will coincide with that of the commissioner who selected them. ~~person.~~ The two (2) members chosen at-large shall be between the ages of 16 and 21 years and shall each serve a two (2) year term. Any member may be removed at any time, with or without cause, by the commissioner who appointed them, and in the case of the at-large member, they may

be removed at any time, with or without cause, by a vote of a majority of the members of the city commission. Members will not receive compensation for their services.

SECTION 4. Severability. The provisions of this Ordinance are severable, and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 5. Conflict and 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. Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent as may be authorized by the City Manager without need of public hearing following review by the City Attorney, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 8. Effective Date. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this __ day of _____ 2025.

PASSED SECOND READING this __ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	10.22.2025		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
				X		X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDIND ARTICLE XI ENTITLED " BOARDS, COMMISSIONS AND COMMITTEES" TO COMBINE THE COMMUNITY RELATIONS RECREATION AND ACTIVITIES BOARD WITH THE TEEN AND YOUNG ADULT ADVISORY BOARD.

Staff Summary:

An extensive review was conducted of the City's boards to ensure that the requirements and protocol aligned with the City Commission. It was determined that several of the boards possessed duplicate powers and duties and/or remained difficult to consistently obtain quorum; particularly the Community Relations Recreation and Activities Board and the Teen and Young Adult Advisory Board. To revitalize both boards, they shall be combined with the following amendments:

DIVISION 2. COMMUNITY RELATIONS, TEEN AND YOUNG ADULT ADVISORY ~~RECREATION AND ACTIVITIES~~ BOARD

Sec. 2-479. Power and duties.

The community relations, recreation and activities board shall be advisory to the city commission in regard to the following matters:

- (1) Operation and maintenance of parks and recreation programs, facilities, and activities in the community.
- (2) All matters pertaining to community relations *including but not limited to policies, projects, and events wherein youth, teen and young adult participation is requested or desired.*
- (3) *The board shall make recommendations on increasing youth, teen and young adult participation in local governments, seek ways to improve communication with students and young adults within the City, organize and perform services projects and* special activities and programs for the benefit of the city.

Sec. 2-480. Membership terms.

The community relations, recreation and activities board shall consist of seven (7) members, who shall be residents of the city, two (2) of whom shall be selected at-large by the city commission. As to the remaining five (5) members, one (1) shall be chosen by each member of the city commission, who shall serve a term which will coincide with that of the commissioner who selected them. The two (2) members chosen at-large *must be between the ages of 16 and 21 years and/or be appointed by Miami Dade County School personnel shall each* to serve a two (2) year term. Any member may be removed at any time, with or without cause, by the commissioner who appointed them, and in the case of the at-large member, they may be removed at any time, with or without cause, by a vote of a majority of the members of the city commission. Members will not receive compensation for their services.

~~Sec. 16-1. Teen and young adult advisory board.~~

- ~~(a) *Created; membership; terms; officers; procedures.* There is hereby created and established a teen and young adult advisory board for participation by residents of the city between the ages of 16 and 21 years. The advisory board shall consist of five (5) members, one (1) of whom shall be selected and appointed by each member of the city commission. Terms of office shall correspond to the term of office of the appointing city commissioner. The advisory board shall select and designate from its membership a chairman and vice chairman. The board shall be governed by the rules of procedures applicable to all boards within the city.~~
- ~~(b) *Meetings; clerical help.* The advisory board shall meet once each month at a time to be selected by a majority of its membership. The city manager shall supply necessary clerical help in order to provide for the taking of minutes and reporting conclusions and recommendations to the city commission on a monthly basis.~~
- ~~(c) *Duties.* The advisory board shall advise the city commission in all matters involving the administration of the city government, commission policies, projects, activities and events wherein youth, teen and young adult participation is requested or desired. In addition, the board shall make recommendations on increasing youth, teen and young adult participation in local governments, seek ways to improve communication with students and young adults within the City, organize and perform services projects that benefit the City, recommend the creation of programs for youth, teens and young adults and assume and carry out such duties as may from time to time be directed by the city commission.~~
- ~~(d) *Filling vacancies.* Unexpired terms created by resignation, death or removal, shall be filled by the city commissioner or his successor originally making the appointment vacated.~~

Financial Impact – There is no financial impact for this amendment.

Proposed Action:

Staff recommends the amendments to Community Relations Recreation and Activities Board and the Teen and Young Adult Advisory Board.

Attachment:

***DIVISION 2. COMMUNITY RELATIONS, TEEN AND YOUNG ADULT ADVISORY
~~RECREATION AND ACTIVITIES~~ BOARD***

Sec. 2-479. Power and duties.

The community relations, recreation and activities board shall be advisory to the city commission in regard to the following matters:

- (1) Operation and maintenance of parks and recreation programs, facilities, and activities in the community.
- (2) All matters pertaining to community relations *including but not limited to policies, projects, and events wherein youth, teen and young adult participation is requested or desired.*
- (3) *The board shall make recommendations on increasing youth, teen and young adult participation in local governments, seek ways to improve communication with students and young adults within the City, organize and perform services projects and* special activities and programs for the benefit of the city.

(Code 1983, § 2-479; Ord. No. 13-27, § 2, 9-25-2013)

Sec. 2-480. Membership terms.

The community relations, recreation and activities board shall consist of seven (7) members, who shall be residents of the city, two (2) of whom shall be selected at-large by the city commission. As to the remaining five (5) members, one (1) shall be chosen by each member of the city commission, who shall serve a term which will coincide with that of the commissioner who selected them. The two (2) members chosen at-large *must be between the ages of 16 and 21 years and/or be appointed by Miami Dade County School personnel shall each* to serve a two (2) year term. Any member may be removed at any time, with or without cause, by the commissioner who appointed them, and in the case of the at-large member, they may be removed at any time, with or without cause, by a vote of a majority of the members of the city commission. Members will not receive compensation for their services.

(Code 1983, § 2-480; Ord. No. 13-27, § 2, 9-25-2013)

Secs. 2-481—2-496. Reserved.

~~Sec. 16-1. Teen and young adult advisory board.~~

- ~~(a) *Created; membership; terms; officers; procedures.* There is hereby created and established a teen and young adult advisory board for participation by residents of the city between the ages of 16 and 21 years. The advisory board shall consist of five (5) members, one (1) of whom shall be selected and appointed by each member of the city commission. Terms of office shall correspond to the term of office of the appointing city commissioner. The advisory board shall select and designate from its membership a chairman and vice-chairman. The board shall be governed by the rules of procedures applicable to all boards within the city.~~

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- (b) ~~*Meetings; clerical help.*~~ The advisory board shall meet once each month at a time to be selected by a majority of its membership. The city manager shall supply necessary clerical help in order to provide for the taking of minutes and reporting conclusions and recommendations to the city commission on a monthly basis.
 - (c) ~~*Duties.*~~ The advisory board shall advise the city commission in all matters involving the administration of the city government, commission policies, projects, activities and events wherein youth, teen and young adult participation is requested or desired. In addition, the board shall make recommendations on increasing youth, teen and young adult participation in local governments, seek ways to improve communication with students and young adults within the City, organize and perform services projects that benefit the City, recommend the creation of programs for youth, teens and young adults and assume and carry out such duties as may from time to time be directed by the city commission.
 - (d) ~~*Filling vacancies.*~~ Unexpired terms created by resignation, death or removal, shall be filled by the city commissioner or his successor originally making the appointment vacated.

(Code 1955, § 2-36; Code 1983, § 16-1; Ord. No. 2023-06, § 2(16-1), 3-22-2023)