CITY OF OPA-LOCKA

The City of Bright Opportunities

REGULAR COMMISSION MEETING
Agenda

Wednesday, April 22, 2026
6:00 PM

Commission Chambers
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 athttps://www.youtube.com/user/CityofOpaLocka

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

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

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

AGENDA
REGULAR COMMISSION MEETING
April 22, 2026
6:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

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

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

City Commission and Charter Review Board Workshop Minutes — April 6, 2026
Regular Commission Meeting Minutes — April 8, 2026

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, APPROVING THE ANNUAL REPORT OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD, FOR JANUARY 1, 2025**

THROUGH DECEMBER 31, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL; 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, APPROVING CONSTRUCTION CHANGE ORDER NO. 1 FOR THE CAIRO LANE / NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT; 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, APPROVING CONSTRUCTION CHANGE ORDER NO. 2 FOR THE CAIRO LANE / NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT; 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 CONSTRUCTION CHANGE ORDER NO. 3 FOR THE CAIRO LANE / NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE**. S*ponsored by City Manager*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING CONSTRUCTION CHANGE ORDER NO. 4 FOR THE CAIRO LANE / NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE**. *Sponsored by City Manager*

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING CONSTRUCTION CHANGE ORDER NO. 5 FOR THE CAIRO LANE / NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT; 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, APPROVING CONSTRUCTION CHANGE ORDER NO. 6 FOR THE CAIRO LANE / NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING CONSTRUCTION CHANGE ORDER NO. 7 FOR THE**

CAIRO LANE / NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS TO EXPAND THE CITY'S CANAL MAINTENANCE INITIATIVES TO INCLUDE PINE TREE LAKE; FURTHER DIRECTING THE CITY MANAGER TO DEVELOP AND IMPLEMENT A MAINTENANCE AND AFTERCARE PLAN TO ENSURE THE LONG-TERM CLEANLINESS AND PRESERVATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REVIEW AND IDENTIFY OPPORTUNITIES TO DECREASE THE MILLAGE RATE DURING THE PREPARATION OF THE FISCAL YEAR 2026-2027 BUDGET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS FOR THE CITY OF OPA-LOCKA TO BECOME A CERTIFIED AUTISM CITY; FURTHER PROVIDING FOR STAFF TRAINING, COMMUNITY AWARENESS, AND INCLUSIVE PRACTICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

12. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO ESTABLISH A PROCESS FOR THE COLLECTION, TRACKING, AND ALLOCATION OF IMPACT FEES AND TO PROVIDE A TIMELINE FOR DISTRIBUTION TO ALL DESIGNATED CITY DEPARTMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

13. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO INSTALL ALLIGATOR WARNING SIGNAGE THROUGHOUT ALL CITY CANALS AND WATERWAYS, AS DEEMED NECESSARY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

14. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ALL NECESSARY AND APPROPRIATE ACTIONS TO ADDRESS NON-**

COMPLIANT DUMPSTERS, INCLUDING ENFORCEMENT AGAINST REPEAT VIOLATORS, AND TO PURSUE FINANCIAL PENALTIES AND POTENTIAL LIEN OR FORECLOSURE PROCEEDINGS TO THE EXTENT AUTHORIZED BY LAW; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley*

15. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, EXPRESSING STRONG OPPOSITION TO SENATE BILL 1134 AND HOUSE BILL 1001, AND FURTHER DIRECTING THE CITY CLERK TO TRANSMIT A CERTIFIED COPY TO THE FLORIDA LEAGUE OF CITIES, AND OTHER ENTITIES DEEMED APPROPRIATE BY THE CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN APPLICATION FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; 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, TO CONSIDER THE DEVELOPMENT AGREEMENT REQUEST FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 22, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE XII, DIVISION 5 ENTITLED "WATER AND SEWER IMPACT FEES", SPECIFICALLY AMENDING SECTION 22-379(F) ENTITLED "LEGISLATIVE FINDINGS" TO CHANGE THE NAME OF THE UPDATED RATE STUDY CONSULTANT TO STANTEC CONSULTING SERVICES INC; AMENDING SECTION 22-385 ENTITLED "COMPUTATION OF THE AMOUNT OF WATER AND SEWER IMPACT FEE" TO UPDATE WATER AND SEWER AND RELATED FACILITIES FEES; AMENDING SECTION 22-386 ENTITLED "PAYMENT OF FEE" TO UPDATE IMPACT FEE PAYMENT TERMS; 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 City Manager* ***Deferred from the April 8, 2026 Regular Commission Meeting***

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 22, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE XII, "IMPACT FEES", SPECIFICALLY AMENDING SECTION 22-310(F), ENTITLED "LEGISLATIVE FINDINGS" TO UPDATE THE METHODOLOGY AND ANALYSIS REPORT TITLE; AMENDING SECTION 22-316(A) ENTITLED "COMPUTATION OF THE AMOUNT OF PUBLIC SAFETY IMPACT FEE" TO UPDATE THE PUBLIC SAFETY FEE SCHEDULE; AMENDING SECTION 22-317 ENTITLED "PAYMENT OF FEE" TO UPDATE IMPACT FEE PAYMENT TERMS; 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 City Manager* ***Deferred from the April 8, 2026 Regular Commission Meeting***

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 22, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE XII, "IMPACT FEES", SPECIFICALLY AMENDING SECTION 22-344(F) ENTITLED "LEGISLATIVE FINDINGS" TO UPDATE THE METHODOLOGY AND ANALYSIS REPORT TITLE; AMENDING SECTION 22-350(A) ENTITLED "COMPUTATION OF THE AMOUNT OF PARK IMPACT FEE" TO UPDATE THE PARK IMPACT FEE SCHEDULE; AMENDING SECTION 22-351 ENTITLED "PAYMENT OF FEE" TO DELETE REFERENCE TO PARK IMPACT FEE DISTRICTS AND UPDATE IMPACT FEE PAYMENT TERMS; DELETING SECTION 22-352 ENTITLED "PARK IMPACT FEE DISTRICTS" TO DELETE REFERENCE TO PARK IMPACT FEE DISTRICTS; AMENDING SECTION 22-353(A) ENTITLED "PARK IMPACT FEE TRUST FUNDS ESTABLISHED" TO UPDATE THE AMOUNT OF PARK IMPACT FEE TRUST FUNDS; AMENDING SECTION 22-354 ENTITLED "USE OF FUNDS"**

TO DELETE REFERENCE TO PARK IMPACT FEE DISTRICTS; 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 City Manager* ***Deferred from the April 8, 2026 Regular Commission Meeting***

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE V, SECTION 22-116 OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING CERTAIN DEFINITIONS WITHIN SECTION 22-116, TO INCLUDE THE DEFINITION OF "TRAVEL TRAILER" TO REDUCE THE OVERALL BODY LENGTH FROM 40 FEET TO 35 FEET; TO AMEND THE DEFINITION OF "CAMPING TRAILER" TO REMOVE THE WORD "VEHICULAR" AND REQUIRE CAMPING TRAILERS TO BE LOADED ONTO OR AFFIXED TO WHEELS; TO REMOVE THE WORD "TRUCK" FROM "TRUCK CAMPER"; TO AMEND THE WORD "MOTOR HOME" TO REQUIRE A "BUILT ON" REQUIREMENT TO MOTOR VEHICLE CHASSIS; TO AMEND THE DEFINITION OF "SCREENED" TO ADD THE WORDS "THE CONDITION OF BEING" AND EXPAND THE DEFINITION OF SIGNIFICANTLY HIDDEN FROM VIEW TO ENCOMPASS A COMBINATION OF STRUCTURES; TO DELETE "RESIDENTIAL TOWNHOUSE DISTRICT", "MODERATE DENSITY RESIDENTIAL DISTRICT", "HIGH DENSITY RESIDENTIAL DISTRICT" AND CERTAIN RESIDENTIAL MIXED USE DESIGNATIONS BEARING THE PREFIX HDOD; CMU; AND MNMU; TO DELETE THE REQUIREMENT THAT RECREATIONAL VEHICLE PARKING AND STORAGE IS PROHIBITED BUT REQUIRES A CERTIFICATION PROCESS AND FEE OF $100.00 WITH AN ACCOMPANYING AFFIDAVIT THAT THE VEHICLE WILL NOT BE USED FOR OCCUPANCY; REQUIRING PROOF OF CURRENT TITLE AND REGISTRATION, AS REQUIRED BY APPLICABLE LAW; ALLOWING A RECREATIONAL VEHICLE NOT EXCEEDING 35 FEET IN LENGTH TO BE PARKED IN A SIDE YARD NOT CLOSER THAN 3 FEET FROM THE RESIDENCE WITH ALL EXPANDED PANELS RETRACTED; REQUIRING RECREATIONAL VEHICLES TO BE UNOBSTRUCTED, MOUNTED ON WHEELS AND EASILY MOVABLE; PROHIBITING RECREATIONAL VEHICLES PARKED ON RESIDENTIAL PROPERTY FROM BEING USED FOR LIVING, SLEEPING, COOKING OR STORAGE; ALLOWING NO MORE THAN ONE RECREATIONAL VEHICLE ON SINGLE FAMILY OR DUPLEX PROPERTY; REQUIRING THE RECREATIONAL VEHICLE OWNER TO HOLD A VALID LEASE AGREEMENT WITH THE PROPERTY OWNER; PROHIBITING UTILITY CONNECTIONS EXCEPT THROUGH AN EXTENSION CORD FOR BRIEF MAINTENANCE RELATED ACTIVITIES NOT TO EXCEED 24 HOURS; PROHIBITING PARKING ON TOWNHOUSE AND MULTIFAMILY PROPERTIES; AMENDING CHAPTER 2, ARTICLE XI, SECTION 2-570.33 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO DECREASE THE CIVIL PENALTY FOR NONCOMPLIANCE FINE AMOUNT FROM $500.00 TO $250.00 FOR THE FIRST OFFENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago*

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

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor, Jr.
*** Financial Oversight**

Vice Mayor Joseph L. Kelley
*** Fiscal Responsibility & Accountability**

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

Historic Environmental Preservation Board
1 Individual Appointment (Commissioner Santiago)
2 At-Large Appointments (Alternate Members)

Planning & Zoning Board
1 Individual Appointment (Vice Mayor Kelley)

Teen, Young Adult and Community Relations Advisory Board
1 Individual Appointment (Mayor Taylor)
1 Individual Appointment (Vice Mayor Kelley)
1 Individual Appointment (Commissioner Dr. Bass)
1 Individual Appointment (Commissioner Ervin)
2 At-Large Appointments

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **Opa-locka Community Redevelopment Agency Meeting, Tuesday, April 21, 2026 at 6:00 PM, Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.**

2. **The City of Opa-locka Mayor & Commission presents Earth Day Plant Giveaway, Wednesday, April 22, 2026 from 4:00 PM - 6:00 PM, Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.** *Hosted by Commissioner Dr. Sherelean Bass*

3. **The City of Opa-locka Mayor & Commission presents Book & Burgers, Thursday, April 23, 2026 from 4:00 PM - 6:00 PM, Opa-locka Government Center, 780 Fisherman Street, Opa-locka, Florida.** *Hosted by Mayor John H. Taylor, Jr. and co-hosted by Commissioner Dr. Sherelean Bass*

4. **The City of Opa-locka Mayor & Commission presents Fishing Fun Day, Saturday, April 25, 2026 from 9:00 AM - 1:00 PM, Ingram Park Lakefront, 2100 Burlington Street, Opa-locka, Florida.** *Hosted by Vice Mayor Joseph L. Kelley*

5. **Miami-Dade County Tax Collector Dariel Fernandez in partnership with City of Opa-locka Mayor John H. Taylor presents TConnect - Driving Service Closer to You, Friday, May 1, 2026 from 9:00 AM - 4:00 PM, Opa-locka Government Center, 780 Fisherman Street, Opa-locka, Florida.**

6. **The City of Opa-locka Mayor & Commission presents Community Chess & Dominoes Monthly Challenge, Sunday, May 3, 2026 from 3:00 PM - 5:00 PM, Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.** *Hosted by Commissioner Dr. Sherelean Bass and Commissioner Luis B. Santiago*

7. **The City of Opa-locka Mayor & Commission invites you to a Monthly Free Food and Resource Drive, Wednesday, May 6, 2026, from 9:30 AM - 12:30 PM, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. First come, first served — while supplies last.** *Hosted by Vice Mayor Joseph L. Kelley, co-hosted by Mayor John H. Taylor, Jr. Commissioner Natasha L. Ervin, Commissioner Dr. Sherelean Bass and Commissioner Luis B. Santiago*

8. **The City of Opa-locka Mayor & Commission presents Prayer in the Garden, Wednesday, May 6, 2026 at 12:05 PM, Rose Tydus Prayer Garden, corner of Sharazad Boulevard and Codadad Street, Opa-locka, Florida.** *Hosted by Vice Mayor Joseph L. Kelley*

9. **The City of Opa-locka Mayor & Commission presents National Day of Prayer, Thursday, May 7, 2026 at 12:00 PM & 6:00 PM, Historic City Hall, West Side, 777 Sharazad Boulevard, Opa-locka, Florida.** *Hosted by Vice Mayor Joseph L. Kelley and co-hosted by Commissioner Dr. Sherelean Bass and Commissioner Luis B. Santiago*

10. **The City of Opa-locka Mayor & Commission presents Arabian Nights Community Bingo — 100 Year Celebration, Friday, May 8, 2026 at 6:00 PM, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**

11. **Join Vice Mayor Joseph L. Kelley for Meet Me Monday, May 11, 2026, at 6:00 PM, at a location to be determined.**

12. **The City of Opa-locka Mayor & Commission presents 100th Birthday Commemorative Ceremony, Thursday, May 14, 2026 at 6:00 PM, Sherbondy Park, Historic City Hall, 777 Sharazad Boulevard, Opa-locka, Florida. Free Event**

13. **The City of Opa-locka Mayor & Commission presents a Monthly Free Food Distribution, Friday, May 15, 2026, from 9:30 AM - 12:30 PM, Segal Park, 2331 NW 143rd Street, Opa-locka, Florida. First come, first served — while supplies last.**

14. **The City of Opa-locka Mayor & Commission presents Florida Licensing on Wheels, Friday, May 15, 2026 from 9:30 AM - 1:00 PM, Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. DMV services conveniently within the community.** *Hosted by Vice Mayor Joseph L. Kelley*

15. **The City of Opa-locka Mayor & Commission presents the Centennial Masquerade Ball, Friday, May 15, 2026 at 6:00 PM, Hilton Miami Aventura, 2885 NE 191st Street, Aventura, FL. Tickets: $100 - purchase your tickets today at arabiannightsmusicfest.com.**

16. **The City of Opa-locka Mayor & Commission presents Arabian Nights Parade, Saturday, May 16, 2026 at 9:00 AM, Renewed Bethel Baptist Church, Southwest corner of NW 151st Street and NW 27th Avenue. Free Event**

17. **The City of Opa-locka Mayor & Commission presents Arabian Nights Fun Day, Saturday, May 16, 2026 (immediately following the parade), Ingram Park, 2100 Burlington Street, Opa-locka, Florida. Free Event**

18. **The City of Opa-locka Mayor & Commission presents Arabian Nights Music Fest, Saturday, May 16, 2026 at 3:00 PM, Sherbondy Park, 380 Bahman Street, Opa-locka, Florida. Free Event (performances commence at 5:00 PM).**

19. **The City of Opa-locka Mayor & Commission presents Arabian Nights Sunday Gospel Festival, Sunday, May 17, 2026 at 4:00 PM, Historic City Hall, 777 Sharazad Boulevard, Opa-locka, Florida. Free Event**

20. **Logos Women's Breakfast Dear Diary Edition, Saturday, May 23, 2026 at 10:00 AM, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida. A ticketed event.** *Hosted by Commissioner Natasha L. Ervin*

21. **The City of Opa-locka Mayor & Commission presents Haitian Heritage Month Reception, Wednesday, May 27, 2026 at 5:00 PM, Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.** *Hosted by Vice Mayor Joseph L. Kelley*

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

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

CITY COMMISSION & CHARTER REVIEW BOARD JOINT WORKSHOP
Monday, April 6, 2026
6:30 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 6:34 PM on Monday, April 6, 2026, at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor – Commission Chambers, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Dr. Sherelean Bass; Commissioner Natasha L. Ervin; Commissioner Luis B. Santiago; and Mayor John H. Taylor, Jr. The following members of the Charter Review Board were present: Chairwoman Sarah Allen; Vice Chairwoman Veronica J. Williams; Board Member Brian Dennis; Board Member Yulissa El Hassan; and Board Member Naomie Brea. Also in attendance were: City Manager Sha'mecca Lawson; Assistant City Attorney Candice Cobb; and Assistant City Clerk Floralba Valdes-Wright.

3. INVOCATION:

The invocation was delivered by Charter Review Board Chairwoman Sarah Allen.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. DISCUSSION ITEMS:

- Charter Review Board Recommendations
- Consider the potential placement of proposed charter amendments on the upcoming ballot
- City Charter
- Address any other related matters as deemed appropriate

Mayor Taylor invited Chair Allen to lead the discussion on the Charter Review Board Recommendations.

Chair Allen stated the Board had discussed increasing the salary to $1,000 and proposed having the city pay the individual's insurance premium. Chair Allen further stated that if the individual elected spouse or family coverage, the additional cost would be paid by the individual and deducted from the $1,000.

Commissioner Ervin asked whether elected officials would receive the same insurance benefit provided to city employees for dependent coverage. City Manager Lawson clarified that for city employees, the city paid 100% of the employee-only premium and 50% of dependent coverage, including spouse or children.

Board Member Dennis clarified that the recommendation was that for elected officials, any cost beyond the individual premium would be paid from the commissioner's salary.

Commissioner Santiago stated that in prior employment, dependent costs were deducted from employee pay and the employer did not cover those expenses. City Manager Lawson explained that the City of Opa-locka had continued providing a stronger benefit for many years by paying 100% of the employee-only premium and 50% of dependent coverage for employees.

Commissioner Santiago then further commented that the city offered valuable benefits and defended the city against criticism.

Board Member El Hassan stated the city was now hosting more events and visible progress had occurred. She expressed support for increased commissioner compensation and stated commissioners were regularly present at community events and contributing significant time and effort.

Vice Chair Williams stated that $1,000 was not enough and suggested a salary closer to $30,000 or $40,000 due to rising living costs. She stated that any increase would require public support and a strong marketing effort. Vice Chair Williams also supported the city paying 50% of dependent insurance costs as an added benefit, noting that many employers do not offer that coverage.

Commissioner Bass thanked the board and stated that $1,000 was not enough, while acknowledging the city's financial challenges. She stated that voters would have the final say and asked whether the proposal would allow the $1,000 benefit to cover 50% of spouse or dependent insurance, with the official paying the balance.

Board Member Dennis stated that the 50% contribution would follow the city's employee insurance policy and said the board was trying to restore benefits gradually. He added that a larger increase could be brought back, but voters would decide.

Commissioner Bass asked whether the city would pay the remaining 50% of spouse or dependent insurance costs beyond the $1,000 benefit. City Manager Lawson confirmed that the city would cover that portion if approved, but stated staff had not yet calculated the cost and would bring those numbers back to the City Commission.

Commissioner Santiago asked for clarification on how prior Commission benefits were removed and learned the change had occurred during state financial oversight, not by city management alone.

Board Member Brea asked whether Commissioners were considered city employees. City Manager Lawson affirmed.

Board Member Brea inquired whether future raises could be handled without a vote.

Assistant City Attorney Cobb replied that City Commission compensation was set by the City Charter and could only be changed by referendum.

Discussion followed about educating voters, improving public understanding, and carefully presenting the issue.

The City Commission and Board Members then discussed the proposed charter amendment to require elected officials to sit out two years after reaching the eight-year term limit.

Board Member Brea clarified that the charter already imposed an eight-year limit but did not clearly state the sit-out period, prompting the proposed revision.

Commissioner Santiago questioned how the rule applied when moving from Commissioner to Mayor, and discussion followed regarding whether the charter should treat those seats separately.

Board members and members of the City Commission also discussed whether appointed service should count toward term limits.

Assistant City Attorney Cobb stated the charter language had previously been reviewed by the court and found unambiguous.

Chair Allen stated that the proposed two-year sit-out period was intended to prevent the same people from moving from seat to seat for too long and to give others, especially younger residents, a chance to run. She added that once a person completed service, including any extended term, a two-year waiting period should apply before running again.

Discussion then turned to ballot timing.

Mayor Taylor stated the August deadline could not be met because the amendment would require two readings, so the earliest practical option would be the November 3 ballot, with a July 24 deadline for submission to the Supervisor of Elections.

Commissioner Bass asked whether the board would be sunset. Chair Allen clarified that the board had already sunset, meaning its work had ended. Commissioner Bass thanked the Board for their hard work.

6. PUBLIC COMMENTS:

Mayor Taylor opened public comment.

Audrey Dominguez, 1137 Jann Avenue, questioned whether a former officeholder who had completed eight years of service could return if a vacancy occurred, stating the charter language appeared unclear. She supported taking gradual steps on any proposed salary increase and asked whether the city was fully out of financial oversight, noting residents would likely consider that before supporting charter changes.

Mayor Taylor replied that the city remained under financial oversight and was currently conducting the required efficiency audit as the first step toward release.

Assistant City Attorney Cobb stated the court had interpreted the charter provision as applying to reelection and noted the charter did not specify any required sit-out period, meaning a former officeholder could potentially return after a short break in service.

Commissioner Santiago stated the city should focus first on resolving financial oversight before pursuing charter changes. Commissioner Santiago also expressed concern that, because mayoral and commission elections occurred on different cycles, a person could move from one seat to another and remain in office far longer than intended under the term-limit structure.

Mayor Taylor thanked the board members for their time and work on the issue.

Board Member Dennis clarified that the board had intentionally left appointment decisions to the City Commission's discretion in the event of a vacancy.

No virtual comments.

Mayor Taylor closed public input.

Board Member El Hassan thanked the City Commission for their commitment to the City.

7. ADJOURNMENT:

There being no further business to come before the City Commission and the Charter Review Board, it was moved by Commissioner Santiago, seconded by Commissioner Ervin to adjourn the meeting at 7:34 PM.

_____
John H. Taylor, Jr.
Mayor

ATTEST:

_____
Joanna Flores
City Clerk

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

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CITY OF OPA-LOCKA

"The City of Bright Opportunities"

REGULAR COMMISSION MEETING
Wednesday, April 8, 2026
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 6:11 PM on Wednesday, April 8, 2026, at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor Commission Chambers, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Dr. Sherelean Bass; Commissioner Luis B. Santiago; and Mayor John H. Taylor, Jr. Also, in attendance were City Manager Sha'mecca Lawson; Assistant City Attorney Candice Cobb; and City Clerk Joanna Flores. Vice Mayor Joseph L. Kelley and Commissioner Natasha L. Ervin were not in attendance.

3. INVOCATION:

The invocation was delivered by Assistant City Manager George Ellis.

4. PLEDGE OF ALLEGIANCE:

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

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

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

Commissioner Bass requested to pull item 13-6 from the Consent Agenda.

It was moved by Commissioner Santiago, seconded by Commissioner Bass, to approve the Consent Agenda (items approved under the consent agenda: 13-1, 13-2, 13-3, 13-4, 13-5, and 13-7).

There being no additional discussion, the motion to approve the Consent Agenda passed by a 3-0 vote.

Commissioner Santiago Yes

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Commissioner Bass Yes
Mayor Taylor Yes

7. APPROVAL OF AGENDA:

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

There being no discussion, the motion to approve the agenda passed by a 3-0 vote.

Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes — March 25, 2026

It was moved by Commissioner Bass, seconded by Commissioner Santiago, to approve the March 25, 2026 Regular Commission Meeting Minutes.

There being no discussion, the motion to approve the minutes passed by 3-0 vote.

Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

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

- Commissioner Raquel Regalado
  Miami-Dade County, District 7
  Re: Autism Awareness

Commissioner Raquel Regalado, Miami-Dade County District 7, addressed the City Commission regarding Autism Awareness and presented the Florida Neuroinclusion Toolkit, a free resource designed to help municipalities implement neuroinclusive practices using existing systems. Commissioner Regalado highlighted Miami-Dade County's work in staff training, sensory-inclusive programming, accessibility tools, and support services for neurodivergent individuals and families, and encouraged the City to consider similar efforts locally.

Mayor Taylor thanked Commissioner Regalado for the presentation and stated the City was proud to support inclusion efforts, including the recent Autism Acceptance flag raising at City Hall. Mayor Taylor also highlighted the South Florida School of Excellence, located in the City, and stated Opa-locka remained committed to supporting families and advancing inclusive opportunities for all residents.

DRAFT

Commissioner Santiago thanked Commissioner Regalado for the presentation, welcomed the partnership, and expressed support for future collaborative efforts to assist children and families in need throughout the community.

Commissioner Bass thanked Commissioner Regalado for the presentation and asked whether similar outreach had been provided in schools. Commissioner Regalado stated both virtual and in-person education efforts had been offered and emphasized the need for early transition planning, family support, and expanded programming in the northern part of the County.

10. PUBLIC PRESENTATIONS:

There were none.

11. CITIZENS' FORUM:

Agenda Item 11 was heard immediately following Agenda Item 12-1.

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

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

Mayor Taylor opened Citizens' Forum.

Marc Cooper, 6801 SW 75th Terrace, spoke about the property at 1700 Service Road and questioned whether the required cleanup standard had been clearly defined for residential rather than industrial use. Mr. Cooper cautioned the City to ensure the remediation obligations were fully clarified before responsibility for the site was assumed.

Audrey Dominguez, 1147 Jann Avenue, thanked Commissioner Bass for sponsoring the mini mobile community library item and stated Miami-Dade College periodically makes children's books available that could help support the program. Ms. Dominguez also requested Code Enforcement review parking conditions near Shannon and Corona, stating multiple vehicles, including a truck, were obstructing visibility near the stop sign and creating a safety concern.

Michel De Los Santos of 14735 NW 22nd Court, stated a recent warning had been issued regarding vehicles without tags and inoperable vehicles stored on private property. He said the situation had existed for many years and asked how staff and residents could work together to address the issue and find a solution.

Annie Alexander, 550 Jann Avenue, asked why sidewalk installation in the neighborhood had stopped before reaching the remaining homes on the block, including the residence on Jann Avenue.

Mayor Taylor closed Citizens' Forum.

Mayor Taylor stated the City previously worked with business owners to adopt regulations addressing vehicle storage and similar issues. Mayor Taylor stated Ms. Ashley Walker would coordinate a meeting with the City Manager's Office so the requirements could be explained.

Mayor Taylor stated the sidewalk work was being completed in phases and directed staff to review the project plan to determine where Ms. Alexander's property falls within the installation schedule.

Mayor Taylor also acknowledged Ms. Dominguez and Mr. Cooper's comments.

Agenda Item 12 was heard immediately following Agenda Item 9.

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, AUTHORIZING THE CITY MANAGER TO CONSIDER THE ESTABLISHMENT OF A MINI MOBILE COMMUNITY LIBRARY WITHIN THE PARKS AND RECREATION DEPARTMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Dr. Bass*

The above resolution was read by Assistant City Attorney Candice Cobb.

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

Commissioner Bass introduced the item and stated the mini mobile community library initiative was intended to serve residents and children throughout the City's parks system. Commissioner Bass noted the initiatives was expanded to include a mini mobile library at each park at no cost to the City. She asked residents to help support and maintain the book libraries.

There being no additional discussion, the motion passed by 3-0 vote.

Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

Mayor Taylor left the meeting at 6:53 PM so remaining items were deferred to the next Regular Commission Meeting due to the lack of a quorum.

13. ADMINISTRATION:

CONSENT AGENDA:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING EXECUTION OF AN ASSIGNMENT AND

ASSUMPTION PERTAINING TO A BROWNFIELD SITE REHABILITATION AGREEMENT FOR THE PROPERTY LOCATED AT 12705 NW 42ND AVE, AND TO TAKE ANY ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THE AGREEMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; 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 EXECUTION OF AN ASSIGNMENT AND ASSUMPTION PERTAINING TO A BROWNFIELD SITE REHABILITATION AGREEMENT FOR THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE, AND TO TAKE ANY ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THE AGREEMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; 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, APPROVING THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S (OCRA) PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, AS SET FORTH IN EXHIBIT "A"; REQUESTING THE EXECUTIVE DIRECTOR OR DESIGNEE TO TRANSMIT A COPY OF SAID BUDGET TO MIAMI-DADE COUNTY; 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, CORRECTING A SCRIVENER'S ERROR IDENTIFIED IN THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, AS REFLECTED IN EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING EXECUTION OF AN AMENDED ASSIGNMENT AND ASSUMPTION PERTAINING TO A BROWNFIELD SITE REHABILITATION AGREEMENT FOR 1700 SERVICE ROAD; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO CONSIDER THE ESTABLISHMENT OF A MINI MOBILE COMMUNITY LIBRARY WITHIN**

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THE PARKS AND RECREATION DEPARTMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Dr. Bass*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO IMPLEMENT AN ENTREPRENEURSHIP TRAINING INITIATIVE FOR RESIDENTS AND FURTHER AUTHORIZE ALLOCATION OF UP TO ONE THOUSAND, FIVE HUNDRED DOLLARS ($1,500.00) TO SUPPORT PROGRAM FACILITATION, MATERIALS, AND RELATED EXPENSES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Dr. Bass*

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

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 22, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE XII, DIVISION 5 ENTITLED "WATER AND SEWER IMPACT FEES", SPECIFICALLY AMENDING SECTION 22-379(F) ENTITLED "LEGISLATIVE FINDINGS" TO CHANGE THE NAME OF THE UPDATED RATE STUDY CONSULTANT TO STANTEC CONSULTING SERVICES INC; AMENDING SECTION 22-385 ENTITLED "COMPUTATION OF THE AMOUNT OF WATER AND SEWER IMPACT FEE" TO UPDATE WATER AND SEWER AND RELATED FACILITIES FEES; AMENDING SECTION 22-386 ENTITLED "PAYMENT OF FEE" TO UPDATE IMPACT FEE PAYMENT TERMS; 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 City Manager Deferred from the March 25, 2026 Regular Commission Meeting*

DRAFT

Deferred to the 04/22/2026 Regular Commission Meeting

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 22, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE XII, "IMPACT FEES", SPECIFICALLY AMENDING, SECTION 22-310(F), ENTITLED "LEGISLATIVE FINDINGS" TO UPDATE THE METHODOLOGY AND ANALYSIS REPORT TITLE; AMENDING SECTION 22-316(A) ENTITLED "COMPUTATION OF THE AMOUNT OF PUBLIC SAFETY IMPACT FEE" TO UPDATE THE PUBLIC SAFETY FEE SCHEDULE; AMENDING SECTION 22-317 ENTITLED "PAYMENT OF FEE" TO UPDATE IMPACT FEE PAYMENT TERMS; 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 City Manager Deferred from the March 25, 2026 Regular Commission Meeting*

   Deferred to the 04/22/2026 Regular Commission Meeting

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 22, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE XII, "IMPACT FEES", SPECIFICALLY AMENDING SECTION 22-344(F) ENTITLED "LEGISLATIVE FINDINGS" TO UPDATE THE METHODOLOGY AND ANALYSIS REPORT TITLE; AMENDING SECTION 22- 350(A) ENTITLED "COMPUTATION OF THE AMOUNT OF PARK IMPACT FEE" TO UPDATE THE PARK IMPACT FEE SCHEDULE; AMENDING SECTION 22-351 ENTITLED "PAYMENT OF FEE" TO DELETE REFERENCE TO PARK IMPACT FEE DISTRICTS AND UPDATE IMPACT FEE PAYMENT TERMS; DELETING SECTION 22-352 ENTITLED "PARK IMPACT FEE DISTRICTS" TO DELETE REFERENCE TO PARK IMPACT FEE DISTRICTS; AMENDING SECTION 22-353(A) ENTITLED "PARK IMPACT FEE TRUST FUNDS ESTABLISHED" TO UPDATE THE AMOUNT OF PARK IMPACT FEE TRUST FUNDS; AMENDING SECTION 22-354 ENTITLED "USE OF FUNDS" TO DELETE REFERENCE TO PARK IMPACT FEE DISTRICTS; 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 City Manager Deferred from the March 25, 2026 Regular Commission Meeting*

   Deferred to the 04/22/2026 Regular Commission Meeting

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

DRAFT

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE V, SECTION 22-116 OF THE CITY OF OPALOCKA'S LAND DEVELOPMENT REGULATIONS PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING CERTAIN DEFINITIONS WITHIN SECTION 22-116, TO INCLUDE THE DEFINITION OF "TRAVEL TRAILER" TO REDUCE THE OVERALL BODY LENGTH FROM 40 FEET TO 35 FEET; TO AMEND THE DEFINITION OF "CAMPING TRAILER" TO REMOVE THE WORD "VEHICULAR" AND REQUIRE CAMPING TRAILERS TO BE LOADED ONTO OR AFFIXED TO WHEELS; TO REMOVE THE WORD "TRUCK" FROM "TRUCK CAMPER"; TO AMEND THE WORD "MOTOR HOME" TO REQUIRE A "BUILT ON" REQUIREMENT TO MOTOR VEHICLE CHASSIS; TO AMEND THE DEFINITION OF "SCREENED" TO ADD THE WORDS "THE CONDITION OF BEING" AND EXPAND THE DEFINITION OF SIGNIFICANTLY HIDDEN FROM VIEW TO ENCOMPASS A COMBINATION OF STRUCTURES; TO DELETE "RESIDENTIAL TOWNHOUSE DISTRICT", "MODERATE DENSITY RESIDENTIAL DISTRICT", "HIGH DENSITY RESIDENTIAL DISTRICT" AND CERTAIN RESIDENTIAL MIXED USE DESIGNATIONS BEARING THE PREFIX HDOD, CMU, AND MNMU; TO DELETE THE REQUIREMENT THAT RECREATIONAL VEHICLE PARKING AND STORAGE IS PROHIBITED BUT REQUIRES A REGISTRATION PROCESS AND FEE OF $100.00 WITH AN ACCOMPANYING AFFIDAVIT THAT THE VEHICLE WILL NOT BE USED FOR OCCUPANCY; REQUIRING ALL RECREATIONAL VEHICLES TO DISPLAY CURRENT CITY REGISTRATION TO BE VISIBLE FROM THE STREET; ALLOWING A RECREATIONAL VEHICLE NOT EXCEEDING 35 FEET IN LENGTH TO BE PARKED IN A SIDE YARD NOT CLOSER THAN 3 FEET FROM THE RESIDENCE WITH ALL EXPANDED PANELS RETRACTED; REQUIRING RECREATIONAL VEHICLES TO BE UNOBSTRUCTED, MOUNTED ON WHEELS AND EASILY MOVABLE; PROHIBITING RECREATIONAL VEHICLES PARKED ON RESIDENTIAL PROPERTY FROM BEING USED FOR LIVING, SLEEPING, COOKING OR STORAGE; ALLOWING NO MORE THAN ONE RECREATIONAL VEHICLE ON SINGLE FAMILY OR DUPLEX PROPERTY; REQUIRING THE RECREATIONAL VEHICLE OWNER TO HOLD A VALID LEASE AGREEMENT WITH THE PROPERTY OWNER; PROHIBITING UTILITY CONNECTIONS EXCEPT THROUGH AN EXTENSION CORD FOR BRIEF MAINTENANCE RELATED ACTIVITIES NOT TO EXCEED 24 HOURS; PROHIBITING PARKING ON TOWNHOUSE AND MULTIFAMILY PROPERTIES; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO DECREASE THE CIVIL PENALTY FOR NONCOMPLIANCE FINE AMOUNT FROM $500.00 TO $250.00 FOR THE FIRST OFFENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 25, 2026).**

DRAFT

Sponsored by Commissioner Santiago Deferred from March 25, 2026 Regular Commission Meeting

Deferred to the 04/22/2026 Regular Commission Meeting

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:
Mayor John H. Taylor, Jr.

- **Financial Oversight**

Vice Mayor Joseph L. Kelley

- **Fiscal Responsibility & Accountability**

20. OFFICIAL BOARD APPOINTMENTS:

21. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Bass, seconded by Commissioner Santiago, to adjourn the meeting at 6:53 PM.

_____
John H. Taylor, Jr.
Mayor

ATTEST:

_____
Joanna Flores
City Clerk

DRAFT

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

DRAFT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE ANNUAL REPORT OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD, FOR JANUARY 1, 2025 THROUGH DECEMBER 31, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL; SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka, Florida, has established a Historic Preservation Ordinance, and the Historic Environmental Tree Preservation Board by Ordinance 16-13 in order to preserve and protect the City's historic and cultural heritage and to foster civic pride; and

WHEREAS, the Historic Environmental Preservation Board was also established to protect the green environment especially, the preservation of trees in the City in order to support Arbor Day principles; and

WHEREAS, the City is required to have a fully functional process as required by Miami-Dade County in order to maintain a separate, independent Historic Preservation Ordinance, adopted by Ordinance 2022-02. The purpose of the Ordinance was to establish minimum standards for municipal historic preservation programs, as set forth in the Miami-Dade County Historic Preservation Ordinance Section 16A-3.l; and

WHEREAS, municipalities that exercise jurisdiction of historic preservation shall annually file a report with the Clerk of the Board of the Miami-Dade County Commission; and

WHEREAS, this report shall briefly state the name, address and qualification of its historic preservation board members, when each member joined and if applicable left the board; The name, address and telephone number of its historic preservation staff members and consultants; and the number of designation reports and certificates of appropriateness prepared and considered in that year. Attached to the report shall be a copy of the agendas and minutes of the meetings of the municipality's historic preservation board for that year and a list of any designation reports prepared by its staff during that year in accordance with Ordinance 2022-02; and

WHEREAS, the Historic Environmental Preservation Board reviewed and approved the Annual Report, attached herein as Exhibit "A".

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

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 approves the Annual Report of the Historic Environmental Preservation Board, attached hereto as Exhibit "A." Upon City Commission approval, the attached Annual Report shall be transmitted and submitted to the Miami-Dade County Office of Historic Preservation.

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

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2026.

_____

John Taylor, Mayor

ATTEST:

_____

Joanna Flores, City Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____ _____

VOTE:

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

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**			
City Manager:	Shamecca Lawson			**CM Signature**			
Commission Meeting Date:	4.22.2026		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
						X	X
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**	
					X		
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:**		Planning and Community Development		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE HISTORIC PRESERVATION BOARD'S ANNUAL REPORT FROM JANUARY 1, 2025, THROUGH DECEMBER 31, 2025, TO BE SUBMITTED TO MIAMI DADE COUNTY'S OFFICE OF HISTORIC PRESERVATION.

Staff Summary:

Miami-Dade County municipalities are required to have a fully functional process as required by County Ordinance to maintain their separate, independent Historic Preservation Ordinance. The Annual Report briefly states the name, address and qualifications of Historic Environmental Preservation Board (HEPB) members, when each member joined and if applicable when they left the board. It also provides the name, address and telephone numbers of its historic preservation staff members and consultants. The report also provides the number of designation reports and certificates of appropriateness prepared and considered by the HEPB in that year.

Attached to the report is a copy of the agendas and minutes of the meetings of the municipality's historic preservation board for the year and a list of any designation reports prepared by its staff during that year.

Financial Impact: There is no financial impact associated with this item.

Proposed Action:

Planning and Community Development Staff recommends approval of this legislation.

Attachment:

Draft Resolution
Annual Report
HEPB Meeting Minutes (year in review)
HEPB COAs

CITY OF OPA-LOCKA HISTORIC AND ENVIRONMENTAL PRESERVATION BOARD

2025 Annual Report

NEWLY RESTORED OPA-LOCKA HISTORIC CITY HALL

PRESERVING OUR PAST

Introduction

The City of Opa-locka is considered as the crossroads of North Central Miami-Dade County.

The City of Opa-locka took an interest in the Historic and Environmental establishments within its municipal boundaries in 1981. The legislation to form the Historic Preservation Board was established in 1990.

ORDINANCE NO. 91- 2 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING ARTICLE 6 OF THE CITY OF OPA- LOCKA' s LAND DEVELOPMENT REGULATION CODE BY ESTABLISHING AN ARABIAN/ MOORISH MOTIF DISTRICT WITHIN THE CITY OF OPA- LOCKA;

CITY OF OPA- LOCKA established ARABIAN MOTIF ARCHITECTURAL REGULATIONS
The purpose of these regulations is to encourage and expand the creative use of the Arabian Motif Architectural style. The use of Arabian Motif Architectural design in the construction of new buildings, and in the renovation or additions of existing buildings, will enhance the image of the City by providing a visual linkage between contemporary development and the City's unique thematic appearance.

These regulations shall be applicable and available to any property owner who chooses to construct, reconstruct or restore a building using the Arabian Motif Architectural style as described herein provided such property is located within an “A”, or "C" Use District and is located within the following described areas:

1. An area described as all properties facing Opa-locka Boulevard from 17th Avenue to LeJeune Road.
2. An area described as all properties facing LeJeune Road from 151st Street to 127th Street.
3. An area described as all properties facing Douglas/LeJeune Connector from 151st Street to 127th Street.
4. An area described as all properties facing 22nd Avenue from Opa-locka Boulevard to 151 Street.
5. An area described as all properties facing 27th Avenue from 127th Street to 151st Street.

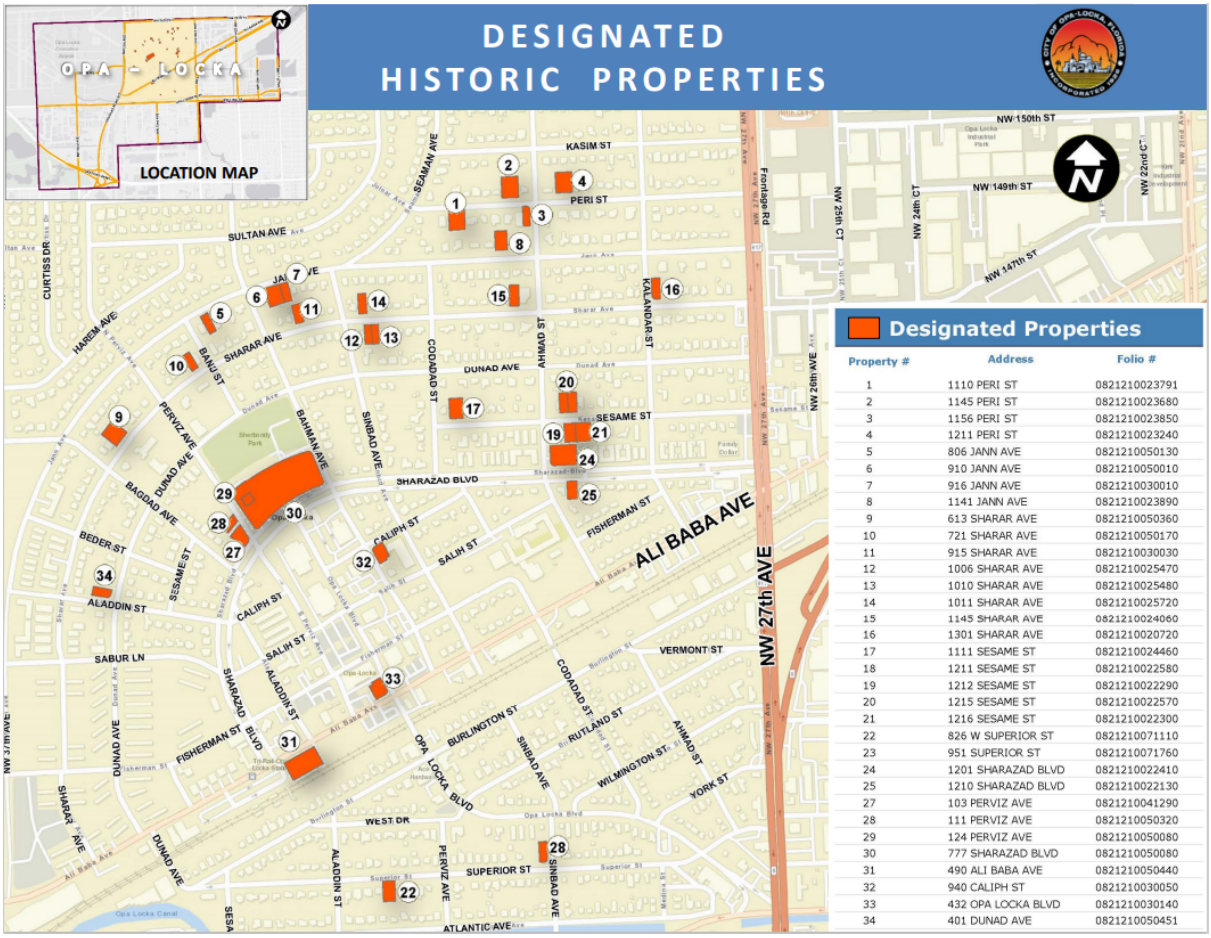
The first buildings to be considered as historic were:

1. Opa-locka City Hall, 777 Sharazad Boulevard*
2. Opa-locka Police and Fire Station, 124 Perviz Avenue
3. Hurt Building, 490 Opa-locka Boulevard*
4. Opa-locka Train Station, 490 Ali Baba Avenue*
5. Opa-locka Bank Building (First Baptist Church) 940 Caliph Street
6. Helm Stores and Apartments, 1201-17 Sharazad Boulevard*
7. King Trunk Factory and Showroom, 951 Superior Street*
8. Ram Investment, 103 Perviz Avenue
9. Root Building, 117 Perviz Avenue*
10. Higgens Duplex, 1210-12 Sesame Street*
11. Tabor Duplex, 1214-16 Sesame Street*
12. Baird House, 401 Dunad Avenue*
13. Cravaro House, 1011 Sharar Avenue*
14. Crouse House, 1156 Pen Street*
15. Adams House, 1145 Peri Street
16. Deer House, 1211 Peri Street
17. Etheredge House, 915 Sharar Avenue*
18. Griffiths House, 826 Superior Street*
19. Rodriguez House, 806 Jann Avenue
20. Bobbitt House, 910 Jann Avenue

21. Cook House, 916 Jann Avenue
22. Maislio House, 1141 Jann Avenue*
23. Helms House, 721 Sharar Avenue*
24. Billingsley House 1006 Sharar Avenue
25. Scott House 1010 Sharar Avenue
26. Piverger House, 1145 Sharar Avenue
27. Causey House, 1301 Sharar Avenue
28. Tinsman House, 1110 Peri Street*
29. Tooker House, 811 Dunad Avenue*
30. Wheeler House, 1035 Dunad Avenue*
31. Rios House, 1036 Dunad Avenue
32. Cash House 1141 Dunad Avenue
33. Jimenez House, 1111 Sesame Street
34. Long House, 613 Sharar Avenue*

(*) Listed on the National Register of Historical Sites

Opa-locka is known as *"the City with the largest collection of Moorish Revival Architectural Structures and Buildings in the Western hemisphere."* There were 34 structures declared as historic in 1992. Over the years, seven of these buildings were destroyed by natural causes or demolition by neglect. There are still ~~30~~ 27 structures that exist from the original 34 designated structures. There are approximately 30-40 more structures that could be declared as historic if these properties are rehabbed/restored.



Property #	Address	Folio #
1	1110 PERI ST	0821210023791
2	1145 PERI ST	0821210023680
3	1156 PERI ST	0821210023850
4	1211 PERI ST	0821210023240
5	806 JANN AVE	0821210050130
6	910 JANN AVE	0821210050010
7	916 JANN AVE	0821210030010
8	1141 JANN AVE	0821210023890
9	613 SHARAR AVE	0821210050360
10	721 SHARAR AVE	0821210050170
11	915 SHARAR AVE	0821210030030
12	1006 SHARAR AVE	0821210025470
13	1010 SHARAR AVE	0821210025480
14	1011 SHARAR AVE	0821210025720
15	1145 SHARAR AVE	0821210024060
16	1301 SHARAR AVE	0821210020720
17	1111 SESAME ST	0821210024460
18	1211 SESAME ST	0821210022580
19	1212 SESAME ST	0821210022290
20	1215 SESAME ST	0821210022570
21	1216 SESAME ST	0821210022300
22	826 W SUPERIOR ST	0821210071110
23	951 SUPERIOR ST	0821210071760
24	1201 SHARAZAD BLVD	0821210022410
25	1210 SHARAZAD BLVD	0821210022130
27	103 PERVIZ AVE	0821210041290
28	111 PERVIZ AVE	0821210050320
29	124 PERVIZ AVE	0821210050080
30	777 SHARAZAD BLVD	0821210050080
31	490 ALI BABA AVE	0821210050440
32	940 CALIPH ST	0821210030050
33	432 OPA LOCKA BLVD	0821210030140
34	401 DUNAD AVE	0821210050451

The City of Opa-locka was designated as a Tree City USA in 2014. In 2015, the HEPB was amended to include legislation to promote tree preservation. With the assistance of Opa-locka Code Enforcement, the City monitors the number of native trees that are more than 50 years old. Permits are required for the removal of native trees with a requirement for mitigation to relocate or replace historic trees. A tree survey is to be conducted once an arborist is hired.

I. Board

The first Opa-locka Historic Preservation Board [HBP] operated from 1992-2012.

RESOLUTION NO. 91- 1 RESOLUTION DESIGNATING PUBLIC AND PRIVATE PROPERTIES AS HISTORIC SITES PURSUANT TO OPA- LOCKA- CITY ORDINANCE 81- 13 AS AMENDED. THIS RESOLUTION RECINDS RESOLUTION 90- 1 DUE TO FORMAT AND CONTENT

When the City Code was rewritten, the HPB was not included in the legislation. In 2015, the City Commission passed legislation to allow the City Manager to make recommendations with support by the Planning and Community Development Staff.

Ordinance No. 15 -03 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AMENDING THE CITY' S HISTORIC PRESERVATION ORDINANCE AT SECTION 11. 1 -4 STYLED DEFINITIONS ", BY ADDING SECTION 11. 1 -4 (2)(C), ALLOWING THE CITY MANAGER TO ISSUE REGULAR AND SPECIAL CERTIFICATES OF APPROPRIATENESS, SUBJECT TO THE APPROVAL OF THE CITY COMMISSION; AMENDING 11. 1 -24, STYLED “APPEALS ", BY ADDING SUBSECTIONS 11. 1 -24 (1) AND 11. 1 -24 (2); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The new Historic and Environmental Preservation Board [HEPB] was reformed in June 2016 with the addition of professional board members to provide insight to environmental and tree preservation along with the preservation of historic structures.

ORDINANCE NO. 16- 13 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING A NEW ADVISORY BOARD TO THE CITY COMMISSION TO INCLUDE THE CONSOLIDATION AND ACTIVATION OF THE HISTORIC PRESERVATION BOARD AND THE ENVIRONMENTAL (TREE) PRESERVATION BOARD; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR A CONFLICT AND REPEALER CLAUSE AND RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Between 2016-2018, no board members were appointed to the new board. Between 2018 and 2021, a full board has been established. Between 2022 and 2024, we lost some board members due to non-renewal for membership and life transition. In the process of rebuilding the board.

2024-2025 Historic and Environmental Preservation Board - HEPB

Community members

1. Merrick Williams, resident [Appointed January 2024]
2. Maritza Hernandez, resident [Appointed January 2024]
3. Romer Ferguson, III, resident [Appointed January 2020] termed out 2024
4. Mykeshia Fenn, resident [Appointed December 2020] termed out 024
5. Nikisha Williams, resident [Appointed October 2021] resigned 2023
6. George Suarez, resident [Appointed January 2022] resigned 2023
7. Alex Van Mecl, resident [Appointed April 2022] resigned 2024

Professional board members

1. Zamarr Brown, Architect - Design2Form [Appointed February 2020]
2. Williams R. [Bob] Smith – Historic Advocate [Appointed 2022]
3. Nikitta Nixon - Civic Pride [Appointed April 2019] termed out 2023
4. Frances Dolly MacIntyre - Historic Advocate [Appointed August 2020] Resigned in Nov 2024 Passed away July 2025.

II. Staffing

The 2024-25 HEPB staff are comprised of:

Shamecca Lawson, City Manager
Gregory Gay, PCD Director
Gerald Lee, PCD Zoning Official
Sol Bankole, Economic Development Manager
Diane Cheng, PCD Administrative Assistant [Retired-May 2025]
Romany Branch, PCD Administrative Assistant

III. Historic Preservation

Certificates of Appropriateness [COA] to allow modifications, maintenance work, improvement, and demolition are presented by the City Manager on behalf of the HEPB recommendation to the City Commission for consideration and approval.

The PCD Staff are working on legislation to allow certain types of maintenance items and minimum modification to be allowed COA administratively by PCD staff and City Manager.

Over the past eight years, the City of Opa-locka has been working on preserving one structure while it lost two historic structures. In 2014, the City embarked on a plan to restore Historic City Hall to be used as a cultural community center. The status of the restoration project is as follows:

Historic City Hall

- On June 6th, 2022, the City Commission voted to accept the fee proposal of MC Harry and Associates for architectural and engineering drawings/services for the Rehabilitation of Historic City Hall and completion of the design as was first intended by the City.
- The agreement was signed on July 11th, 2022, and a Notice To Proceed was issued by the City on July 13th, 2022.
- 50% of Design Plans were received by the City on September 9th, 2022, and submitted for initial approval and permit review
- RFP was issued this past February 2023. The RFP will be presented to the City Commission on April 12th. We ~~antiocipate~~anticipate that the project will commence in the last week of May 2023 based on contract signatures and P.O. readiness. Substantial completion should be achieved by October and project completion is estimated by December 2024.
- This Historic City Hall Restoration Project is being implemented through the City of Opa-locka Public Works and Capital Improvement Department.
- Historic City Hall reopened in January 2025.

Other HEPB items.

- One property was designated as a new historic property, the first one in more than 30 years. 305 Dunad Street is the historic home of Harry Hurt. There is another historic building in Historic Downtown Opa-locka District named after this individual.
- Discussion was had to create new historic markers for the existing historic properties. Estimates need to be made and the manufacturer to be identified. Markers are done.
- Update of the color pallet for historic properties. The existing colors pallet was adopted in 2001, and residential paint colors have changed in name and hues. This updated color pallet needs to be based on today's color schemes.
- The City is offering grants up to $25,000.00 to assist in the maintenance and upkeep of historic properties in the City of Opa-locka. Six applied. Four properties were awarded.
    - 1211 Peri Street
    - 305 Dunad Avenue
    - 806 Jann Avenue

- 706 Sharar Avenue

The buildings that are presently designated as historic are:

1. Opa-locka City Hall, 777 Sharazad Boulevard*
2. Hurt Building, 432 Opa-locka Boulevard*
3. Opa-locka Train Station, 490 Ali Baba Avenue*
4. Opa-locka Bank Building (First Baptist Church) 940 Caliph Street
5. Higgens Duplex, 1210-12 Sesame Street*
6. Tabor Duplex, 1214-16 Sesame Street*
7. Baird House, 401 Dunad Avenue*
8. Cravaro House, 1011 Sharar Avenue*
9. Crouse House, 1156 Pen Street*
10. Adams House, 1145 Peri Street
11. Deer House, 1211 Peri Street
12. Etheredge House, 915 Sharar Avenue*
13. Griffiths House, 826 Superior Street*
14. Rodriguez House, 806 Jann Avenue
15. Bobbitt House, 910 Jann Avenue
16. Cook House, 916 Jann Avenue
17. Maislio House, 1141 Jann Avenue*
18. Long House, 613 Sharar Avenue*
19. Helms House, 721 Sharar Avenue*
20. Billingsley House 1006 Sharar Avenue
21. Scott House 1010 Sharar Avenue
22. Piverger House, 1145 Sharar Avenue
23. Causey House, 1301 Sharar Avenue
24. Tinsman House, 1110 Peri Street*
25. Tooker House, 811 Dunad Avenue*
26. Wheeler House, 1035 Dunad Avenue*
27. Rios House, 1036 Dunad Avenue
28. Cash House 1141 Dunad Avenue
29. Jimenez House, 1111 Sesame Street
30. **Hurt House, 305 Dunad Avenue** [new local designation]

(*) Listed on the National Register of Historical Sites

IV. Environmental Preservation

In 2014, the City of Opa-locka was designated as a Tree City USA community. The City of Opa-locka amended their legislation for the Historic Preservation Board to include environmental concerns and promote tree preservation. Since the designation, the PCD Staff have hosted several Arbor Day Events held annually at one of the Opa-locka schools [Ingram Elementary, Nathan B. Young and South Florida Artistic Schools of Excellence] at the end of April of each year. Additionally, in conjunction with Florida Department of Transportation, Miami-Dade County RER Tree Removal Remediation Program. The City is working in conjunction with Miami Dade County to plant additional trees within public areas and encourage private property owners to do their fair share in planting trees on their property. The City of Opa-locka received a grant for the Neat Streets Miami-Dade County program.

The City of Opa-locka has begun the process of undertaking several initiatives set forth in an effort to continually beautify the City. We undertake these initiatives in hopes of re-igniting the pride in Opa-locka. We want to keep our streets and city looking beautiful for all to enjoy.

This program was implemented through the City of Opa-locka Public Works and Capital Improvement Department.

V. Administrative Procedures and Interlocal Cooperation Agreement

Miami-Dade County adopted revisions to its historic preservation ordinance. Some of the revisions pertain to the minimum standards for municipal historic preservation ordinances. As per

the ordinance, municipalities with preexisting historic preservation ordinances and programs should ensure compliance with the County's minimum standards by December 31, 2017.

Please note that the checklist summarizes the standards. For the full language, please refer to Chapter 16A of the Code of Miami-Dade County, a copy of which is also enclosed. Section 16A-3.1 of the Code pertains to municipal historic preservation and includes the required minimum standards for your review.

In January 2022, the City of Opa-locka adopted addition legislation to the minimum standards for municipal historic preservation ordinances from Miami-Dade County Historic Preservation Office. This ordinance also identifies minimum operational standards for any municipal historic preservation program. Please be sure to review those required standards as well.

Section 16 - Miami-Dade County Historic Preservation Ordinance.
(Ord. No. 81-13, § 1, 2-17-81; Ord. No. 16-125, § 2, 11-1-16)

Sec. 16A-2. - Declaration of legislative intent.
It is hereby declared as a matter of public policy that the protection, enhancement and perpetuation of properties of historical, cultural, archaeological, paleontological, aesthetic and architectural merit are in the interests of the health, prosperity and welfare of the people of the County. Therefore, this Chapter is intended to:

(1) Effect and accomplish the protection, enhancement and perpetuation of buildings, structures, improvements, landscape features, paleontological and archaeological resources of sites and districts which represent distinctive elements of the County's cultural, social, economic, political, scientific, religious, prehistoric and architectural history.
(2) Safeguard the County's historical, cultural, archaeological, paleontological and architectural heritage, as embodied and reflected in such individual sites, districts and archaeological zones.
(3) Foster civic pride in the accomplishments of the past.
(4) Protect and enhance the County's attraction to visitors and the support and stimulus to the economy thereby provided; and
(5) Promote the use of individual sites and districts for the education, pleasure, and welfare of the people of the County.
(Ord. No. 81-13, § 2, 2-17-81; Ord. No. 03-38, § 1, 3-11-03; Ord. No. 16-125, § 2, 11-1-16)

Sec. 16A-3. - Scope of regulations.
(1) This Chapter is intended to and shall govern incorporated and unincorporated Miami-Dade County.
(2) The regulatory jurisdiction of the Miami-Dade County Historic Preservation Board pursuant to this Chapter shall extend to:
(a) all property located in the unincorporated areas of Miami-Dade County.
(b) all property located in incorporated areas of Miami-Dade County except where the municipality has enacted its own historic preservation ordinance in accordance with section 16A-3.1;
(c) archaeological and paleontological zones and sites in the incorporated and unincorporated areas of Miami-Dade County except where the municipality has enacted its own historic preservation ordinance in accordance with section 16A-3.1 and the ordinance (1) expressly retains jurisdiction over archaeological and paleontological zones and sites, (2) adopts regulations at least as protective of archaeological and paleontological zones and sites as those in this Chapter, and (3) commits the municipality to retain sufficient archeological personnel or consultants to enforce such regulations; and
(d) the enforcement of the minimum standards established by this Chapter as set forth in this Chapter.
(3) Nothing contained herein shall be deemed to supersede or conflict with applicable building and zoning codes. The provisions contained herein shall be cumulative and read in conjunction with other provisions of the Code.
(Ord. No. 81-13, § 3, 2-17-81; Ord. No. 82-99, § 1, 10-19-82; Ord. No. 03-38, § 2, 3-11-03; Ord. No. 16-125, § 2, 11-1-16)
Annotation— CAO 82-23.

Sec. 16A-3.1. - Municipal Historic Preservation.
(1) *County Technical and Legal Support for Municipal Preservation.* The County Historic Preservation Chief may provide a requesting municipality with technical assistance in preservation matters. Such assistance is not intended

to replace the municipality's own commitment of resources to preservation or to divert resources from the County's own preservation responsibilities.

(2) *Option for Municipalities to Enact Historic Preservation Ordinances.*
(a) Any municipality within Miami-Dade County may opt out of the County's historic preservation jurisdiction by enacting its own historic preservation ordinance consistent with the minimum standards of this Chapter. Within 30 days of the adoption of any such municipal ordinance, the municipality shall provide written notice to the County Historic Preservation Chief. Municipalities that do not adopt their own municipal historic preservation ordinances shall be governed by this Chapter, unless and until such time as they adopt their own historic preservation ordinances, as permitted in this subsection.
(b) A current list of all municipalities that have adopted their own historic preservation ordinances and programs shall be kept on file with the Office of Historic Preservation and shall be available for inspection.

(3) *Status of Designated Properties After Transition of Jurisdiction.* In the event that a municipality assumes jurisdiction of historic preservation from the County by enacting an ordinance as provided in this section, all properties previously designated by the Miami-Dade County Historic Preservation Board shall have the status and protections of properties designated under the municipality's historic preservation ordinance unless and until such designation is removed by formal action of the municipality pursuant to its ordinance. The same rule shall apply if the County assumes jurisdiction from a municipality.

(4) *Minimum Standards for Municipal Ordinances.* Pursuant to the authority granted in section 1.01(A)(18) of the Miami-Dade County Home Rule Charter, the County hereby adopts the provisions below as minimum standards for municipal historic preservation ordinances.

(a) To comply with the minimum standards for historic preservation ordinances, a municipal ordinance shall contain provisions:

(i) that establish a historic preservation board, separate and apart from the municipal governing body, which shall be empowered to designate individual sites or districts and to issue certificates of appropriateness and Certificates to Dig; or to advise the city commission regarding such matters. In this regard, this Chapter shall constitute authority for a municipality to delegate to its preservation board the power to designate sites and districts and issue certificates of appropriateness and Certificates to Dig. Appointees to the municipal historic preservation board shall consist of: architects; realtors; historians; lawyers; art historians; engineers; archaeologists; or other individuals from the business, financial, or other segments of the community who, by virtue of their professions, community involvement, or businesses, demonstrate knowledge of or concern for historic preservation. The municipal historic preservation board shall include not less than one architect or architectural historian, one real estate professional or attorney, and one other qualified professional.

(ii) that provide procedures for the municipality, its staff, the County Historic Preservation Chief, and private parties to recommend the initiation of designations of historic districts and individual historic sites, whether residential, commercial, industrial, archaeological, or other, pursuant to due notice to affected parties, legally-enforceable standards, quasi-judicial hearings, and appeals to court.

(iii) that protect designated sites or districts by providing criteria for considering demolition applications, as set forth in section 16A-11 of this Chapter, and preventing the issuance of building, construction, zoning, and demolition permits or the significant change of appearance of such sites or districts until a written certificate of appropriateness has been issued.

(iv) that protect property owners by procedures (1) to de-designate properties and (2) to vary or modify historical regulation based upon economic hardship pursuant to due notice to affected parties, legally-enforceable standards, quasi-judicial public hearings, and appeals to courts.

(iv) that provide economic incentives for preservation.

(v) that regulate and prevent the demolition of historic buildings by neglect.

(vi) that establish the Secretary of Interior's Standards for the Treatment of Historic Properties, as may be amended from time to time, as standards governing preservation, although a municipality may establish additional standards; and

(viii) that provide procedures for the municipal historic preservation board to review and make recommendations with respect to historically significant properties identified by any unsafe structures agency, prior to any demolition order being issued, as set forth in section 16A-11 of this Chapter.

(b) It is a violation of the minimum standards of this section for a municipal historic preservation ordinance:

(i) to exempt an otherwise historic property from historic regulation or designation on the basis that the owner did not consent to the regulation or designation.

(ii) to allow the issuance of a permit for the demolition of a historically-regulated property unless, after a public hearing pursuant to the ordinance, a variance based upon economic hardship has been granted or a certificate of appropriateness to demolish based on express standards in the ordinance has been issued. In this regard, it is a violation of the minimum standards of this section to permit the issuance of a certificate of appropriateness for demolition based solely upon the passage of a certain amount of time after the owner has applied to demolish.

(c) Municipalities that have already enacted historic preservation ordinances as of the effective date of Ordinance No. 16-125 shall have until December 31, 2017, to bring their ordinances into compliance with these minimum standards.

(5) *Minimum Operational Standards.* Pursuant to the authority granted in section 1.01(A)(18) of the Miami-Dade County Home Rule Charter, the County hereby adopts the provisions below as minimum operational standards for municipal historic preservation programs. To comply with the minimum operational standards for municipal historic preservation, a municipal historic preservation program shall:

(a) have a quorum appointed to its historic preservation board at least 9 months in any 12-month period.

(b) conduct public meetings of its historic preservation board no less than 4 times in every calendar year.

(c) provide qualified professional staff to assist the municipal historic preservation board in conducting its business, including evaluating properties and districts for designation, reviewing and issuing certificates of appropriateness, holding quasi-judicial hearings, and otherwise enforcing the terms of its historic preservation ordinance; for purposes of this subsection, "qualified staff" means not less than 1 person who has a bachelor's degree in historic preservation, architecture, architectural history, history, or other closely related field, and who has at least 3 years of professional experience in the field of historic preservation or as a historic preservation planner; or who has a master's degree in the above mentioned fields and who has at least 1 year of professional experience in the field of historic preservation or as a historic preservation planner;

(d) conduct a separate public hearing to consider for designation each property within its jurisdiction listed in the National Register of Historic Places.

(e) produce at least one designation report per calendar year and present it to the municipal historic preservation board for consideration, until all properties in its jurisdiction listed as historically significant on the municipality's or the County's previous surveys have been considered for designation.

(f) ensure that a historic survey to determine eligible properties and structures within the municipality is completed by municipal historic preservation staff within 2 years of the establishment of a municipal preservation ordinance; and

(g) update surveys of eligible historic resources from time to time, either independently or in conjunction with the County.

(6) *Municipality Shall File Annual Report.* Municipalities that exercise jurisdiction of historic preservation shall annually file a report with the County's Office of Historic Preservation, with a copy provided to the Clerk of the Board of the Miami-Dade County Commission. This report shall briefly state the name, address and qualifications of its historic preservation board members; when each member joined and, if applicable, left the board; the name, address and telephone number of its historic preservation staff members and consultants; and the number of designation reports and certificates of appropriateness prepared and considered in that year. Attached to the report shall be a copy of the agendas and minutes of the meetings of the municipality's historic preservation board for that year and a list of any designation reports prepared by its staff during that year.

(7) *Municipal Authority To Obtain Continuances Before Unsafe Structure Agencies.* A municipality that has enacted its own historic preservation ordinance in accordance with this section may obtain continuances before unsafe structure agencies as set forth in section 16A-11 (VI) (b) of this Chapter. For this limited purpose, "Director," "staff," and "Board" as used in that section shall refer to their counterparts in the municipality. The authority provided by this subsection shall be interpreted only to expand, and not to limit, the discretion of a municipality.

(8) *Municipalities Not in Compliance with Minimum Standards.* Pursuant to the authority granted in section 1.01(A)(18) of the Miami-Dade County Home Rule Charter regarding a municipal governmental unit's failure to comply with the County's minimum standards, if a municipality is not in compliance with the applicable provisions of this chapter, the following process shall apply:

(a) *Notice of non-compliance and opportunity for municipality to take curative action.* The County Historic Preservation Chief shall send notice of non-compliance to the municipality by certified mail, which shall inform the municipality of the nature of the non-compliance and the steps necessary for the municipality to correct the non-compliance within a 6-month time period.

(b) *Public hearing before Historic Preservation Board and authority to resume County jurisdiction over historic preservation within municipality.* If, after the 6-month time period above, a municipality has failed to correct the non-compliance, a public hearing shall be set before the Historic Preservation Board to address the non-compliance. A notice shall be sent to the municipality by certified mail setting the hearing for a date certain, which shall be no sooner than 30 days from the date of the notice. The municipality, as well as members of the public and other interested parties, shall have the opportunity to address the Historic Preservation Board. The Historic Preservation Board may take appropriate action to resolve the non-compliance, including revoking the municipality's authority over historic preservation and returning jurisdiction to the County. This provision shall not be construed to require a quasi-judicial proceeding, and the public hearing on municipal non-compliance shall not be quasi-judicial in nature.

(c) *Public hearing before the County Commission.* Within 30 days of any action taken by the Historic Preservation Board to address a municipality's non-compliance pursuant to subsection (8)(b) above, the municipality may file a request with the Office of Historic Preservation for a public hearing before the Board of

County Commissioners. The public hearing shall promptly be scheduled in coordination with the Clerk of the Board and placed on the next available County Commission agenda, as provided in section 2-1 of the Code. The municipality, as well as members of the public and other interested parties, shall have the opportunity to address the County Commission. The County Commission shall decide whether to affirm, modify, or reverse the action of the Historic Preservation Board. This provision shall not be construed to require a quasi-judicial proceeding, and the public hearing on municipal non-compliance shall not be quasi-judicial in nature.

(9) *Voluntary return of authority over municipal historic preservation to the County.* Upon repeal of a municipal historic preservation ordinance, jurisdiction of historic preservation functions and duties shall revert to the County. (Ord. No. 03-38, § 3, 3-11-03; Ord. No. 16-125, § 2, 11-1-16)

Historic Preservation Annual Report. Submit the report and required attachments to my office and the Miami-Dade County Clerk of the Board by March 31st of each year. The submittal of the annual report is required for your municipal historic preservation program to remain in good standing.

With the assistance of City Officials and County administration, the Opa-locka HEPB is prepared and looking forward to having an optimistic future. To quote former Mayor, Lady Myra Taylor, she believes that *"Something Good can come from Opa-locka!"* Under our new leadership, we seek to grow and transform the City of Opa-locka in a positive way and hope to show that ***"Something Great "IS" Happening in Opa-locka!"***

HISTORIC PRESERVATION ANNUAL REPORT
TO MIAMI-DADE COUNTY
JANUARY 1, 2025 THROUGH DECEMBER 31, 2025

Name of Local Government: **City of Opa-Locka**

Report Submitted By: Opa-locka Historic and Environmental Preservation Board.

Date Report Submitted: **April 30th,2026**

ANNUAL INFORMATION

1. Certified Local Government: Is your municipality a Certified Local Government (CLG)?
YES ☐ NO ☒

If not, would you like additional information on the State CLG program?
YES ☒ NO ☐

2. Ordinance: Were there any amendments to the Ordinance? YES ☒ NO ☐
If so, please briefly describe the changes below and provide a copy of the revised ordinance:

On January 2022, an Ordinance of the City Commission of the City of Opa-locka, Florida amending Chapter 2, Article XI, Division 13 Entitled "Historic Environmental Preservation Board" to establish minimum Standards for municipal Historic Preservation programs as set forth in the Miami-Dade County Historic {reservation ordinance section 16A-3.1; Providing for board organization and qualifications; board duties and administration and enforcement rules and regulations; site/district/zone designation process and procedures; demolition process and procedures; procedures for maintenance of designed properties; certificate to dig procedures; an appeal process; penalties and incentives; was adopted.

3. Rules of Procedure: Were there any changes/additions to the Rules of Procedure?
YES ☐ NO ☒
If yes, please briefly describe the changes below and provide a copy of the revised procedures:

4. Summary of Preservation Board Activities:

a. Number of new designations for this year: 1 **(Please attach a list of new designations, with addresses.)**
b. Number of Florida Master Site File forms submitted for new designations: 0

c. Number of National Register proposals reviewed: 0
d. Number of Special (Board) Certificates of Appropriateness reviewed: 2
e. Number of Administrative Certificates of Appropriateness reviewed: 2
f. Date and time of regularly scheduled board meetings: third Thursday of every quarter
g. Number of times your board met during this reporting period: 3

5. Preservation Board Members – Please list all your current Board Members, and their professions. Please **attach the resumes for any new Board Members appointed during the reporting period:**

Name	Address	Profession	Years of Service
Merrick Williams	1211 Peri Avenue	Resident	1
Maritza Hernandez	305 Dunad Avenue	Resident	1
Zamarr Brown		Architect	4
William Smith		Historic Preservation Specialist	3
Romer Ferguson		Resident	3-termed out
Frances Dolly MacIntyre		Historic Preservation Advocate	4-resigned /passed away
MyKeshia Fenn		Resident	4-termed out
George Suarez		Resident	1-resign
Alex Van Mecl		Resident	3-resign
Nikisha Williams		Resident	2-resign to another board

6. Total Number of **Locally Designated Properties:**

a. Number of Individual Resources: ~~30~~ 30
b. Number of Districts: 0
c. Number of Archaeological Sites and/or Zones: 1

7. Is your **Preservation Ordinance** and/or **Ad Valorem Tax Exemption Ordinance** on- line at the local government's website? _YES ☒ NO ☐
If so, what is the website address: https://library.municode.com/fl/opa-locka/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTXIBOCOCO_DIV13HIENPRBO

REQUIRED ATTACHMENTS

Please include the following attachments:

- ☒ Agendas of all 2025 HP Board meetings
- ☒ Minutes of all 2025 HP Board meetings
- ☒ Amended Ordinance (if applicable)
- ☐ Amended Rules of Procedure (if applicable)
- ☒ List of new designations (if applicable)
- ☒ Resumes of any new board members (if applicable)

SUBMITTAL

Please return the annual report and related materials either via email or mail to:

Sarah Cody, Historic Preservation Chief
Office of Historic Preservation
111 NW 1st Street, Mailbox # 114
Miami, FL 33128

scody@miamidade.gov

and provide a copy to:

Linda Cave, Director
Miami-Dade County
Clerk of the Board of County Commissioners
111 NW 1st Street, Suite 17-202
Miami, FL 33128

Clerk.board@miamidade.gov

In order for us to keep our information up to date, please complete the following information:

Name: Gregory D. Gay

Title: Director

Department Name: Planning and Community Development

Address: 780 Fisherman Street

City & Zip: Opa-locka, FL 33054

Phone: 305-953-2868 xt. 1501

E-Mail: ggay2@opalockafl.gov

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING CONSTRUCTION CHANGE ORDER NO. 1 FOR THE CAIRO LANE/NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City previously entered into a construction agreement with SAFA Construction for the Cairo Lane/NW 127th Street Roadway Reconstruction Project to address roadway deterioration, improve stormwater drainage performance, and enhance underground utility infrastructure serving the corridor; and

WHEREAS, as construction activities progressed, multiple unforeseen subsurface conditions and utility conflicts were encountered that could not have been reasonably verified during the design phase due to the age of the corridor and the presence of undocumented or previously modified underground infrastructure; and

WHEREAS, these conditions included structurally unsuitable native soils requiring removal and stabilization to prevent future pavement settlement; and

WHEREAS, change Order No. 1 - Subgrade Stabilization (NW 127th Street at Port Said Road) provides for removal of unsuitable native soils encountered during roadway excavation and installation of compacted limerock base to ensure pavement structural integrity in the amount of $45,676.00; and

WHEREAS, in order to maintain project progress and avoid significant schedule delays and associated cost escalation, certain corrective measures were implemented as field conditions were encountered, allowing the City to prevent extended construction impacts, avoid the need for future roadway excavation, and reduce long-term maintenance risks; and

WHEREAS, construction of the project remains on schedule, and the adjustments implemented are expected to improve long-term roadway durability, operational reliability of utility systems, and overall protection of the City's infrastructure investment; and

WHEREAS, the additional funding for the project will be addressed under anticipated Budget Amendment #2, after the City Commission's approval, with funding to be split between the Safe Neighborhood Fund in the amount of $256,450.00 and the Water &

Sewer Capital Projects Fund in the amount of $165,739.75.

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. APPROVAL. The City Commission of the City of Opa-Locka hereby approves Construction Change Order No. 1 - Subgrade Stabilization (NW 127th Street at Port Said Road) for the Cairo Lane/NW 127th Street Roadway Reconstruction Project in the amount of $45,676.00.

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

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

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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

Division Manager:	Adelina Gross			**Division Manager Signature:**			
City Manager:	Sha'mecca Lawson			**CM Signature:**			
Commission Meeting Date:	4.22.2026		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		Capital Improvements Program		

Short Title:

A RESOLUTION OF THE CITY COMMISSION APPROVING CHANGE ORDER NO. 1 FOR THE CAIRO LANE / NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT.

Staff Summary:

The City is currently undertaking the Cairo Lane / NW 127th Street Roadway Reconstruction Project to improve roadway conditions, drainage performance, and utility infrastructure.

During excavation activities at NW 127th Street and Port Said Road, unsuitable native soils were encountered that could not support the proposed pavement structure. These subsurface conditions were not identifiable during design due to limitations in geotechnical sampling coverage typical of urban corridors.

To ensure long-term roadway stability and prevent premature pavement failure, the contractor removed the unsuitable materials and installed compacted limerock base. This corrective action was necessary to maintain construction progress and avoid future structural deficiencies.

Summary of Construction Change Order

- **Change Order No. 1 – Subgrade Stabilization (NW 127th Street at Port Said Road)**
  Removal of unsuitable native soils encountered during roadway excavation and installation of compacted limerock base to ensure pavement structural integrity.
  Amount: $45,676.00

Importantly, a substantial portion of the costs associated with unforeseen conditions was absorbed through the project construction contingency, thereby minimizing the amount requiring Commission authorization. These types of adjustments are typical for underground infrastructure reconstruction projects where existing field conditions differ from available record information.

Construction of the project remains on schedule, and the adjustments implemented are expected to improve long-term roadway durability, operational reliability of utility systems, and overall protection of the City's infrastructure investment.

Financial Impact: This Change Order will require $45,676.00 in additional funding in the Safe Neighborhood Fund. The additional funding for the project will be addressed as part Budget Amendment #2. The total of all change orders is $422,189.75, with $256,450.00 charged to the Safe Neighborhood Fund, and $165,739.75 charged to the Water & Sewer Capital Projects Fund. Proposed Budget Amendment #2 changes will illustrate an allowance for this change order within this fund.

Proposed Action:

Staff recommends approval of the legislation.

Attachment:

Resolution No. 24-165 Accepting the Proposal from Safa Construction & Development LLC
Executed Contract with Safa Construction & Development
CIP Bi-weekly report 3-6-2026
Change Orders 1-7 Cairo Lane/NW 127th Street Project

CONSTRUCTION CHANGE ORDER

ROADWAY (44)

PROJECT NAME	**CAIRO LANE / NW 127th ST. - ROADWAY RECONSTRUCTION**		
LOCATION OF WORK	Cairo Lane / NW 127th St.	**CHANGE ORDER #.**	**CO - 1** (Subgrade Stabilization)
CONTRACT #.	2023-01-015	**RFI #.**	**11**
REQUESTING PARTY	SAFA Construction	**CONTRACTOR**	SAFA Construction
OWNER	City of Opa-locka	**ENGINEER**	300 Engineering
ARCHITECT			

CHANGE REQUEST OVERVIEW

REASON FOR CHANGE	**Subgrade Stabilization - NW 127th St. (east/west) at Port Said Rd.** During roadway excavation activities, the contractor encountered unsuitable native soils that lacked the structural capacity required for compaction and pavement support. The original design assumed the existing material could be stabilized in place with a 12-inch treated subgrade. However, field conditions demonstrated the material would not meet compaction and load-bearing requirements. To ensure pavement structural integrity and prevent future settlement or roadway failure, the deteriorated soil was removed and replaced with compacted limerock base material. The total cost associated with this condition was **$179,550.00**, of which **$133,874.00** was covered by project contingency, leaving **$45,676.00** to be processed through this change order.
SUPPORT & JUSTIFICATION DOCUMENTS	**See attached.**

CHANGE IN CONTRACT PRICE

NET CHANGES OF PREVIOUS CHANGE ORDERS	$ -	**NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS**	No impact
NET INCREASE / DECREASE	**$ 45,676.00**	**NET INCREASE / DECREASE**	No impact
TOTAL APPROVED CHANGE ORDERS	$ 45,676.00	**TOTAL CONTRACT TIME WITH APPROVED CHANGES**	No impact

APPROVAL

SUBMITTED BY CONTRACTOR	MD Rahman *SAFA Const. President*	**APPROVED BY:**	CITY COMMISSION
		Resolution #	
DATE		**DATE**	

SUBGRADE STABILIZATION

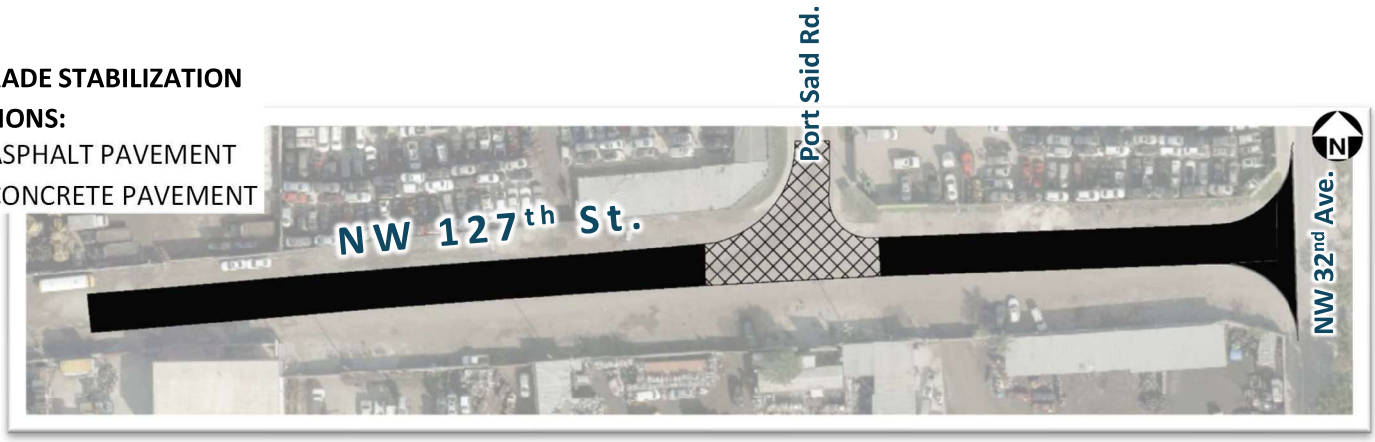
NOV. / DEC. 2025

CAIRO LANE / NW 127th ST.

SAFA CONSTRUCTION, LLC

SUBGRADE STABILIZATION LOCATIONS:

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT



Material Type	Description	Truck Count	Unit Cost Per Truck	Labor & Equipment Cost	Total Cost
Unsuitable Material Removal	Mixed Debris (wood, muck, fabric, etc.)	33	$1,250.00	$800.00	$67,650.00
	Mixed Debris (concrete, asphalt, etc.)	9	$1,500.00	$800.00	$20,700.00
Even Surface	LBR-40 (Sand)	12	$1,000.00	$300.00	$15,600.00
Base Material	Lime Rock	28	$1,200.00	$1,500.00	$75,600.00

TOTAL COST **$179,550.00**

CITY OF OPA-LOCKA

CAIRO LANE & NW 127TH STREET DRAINAGE, UTILITIES AND ROADWAY IMPROVEMENTS PROJECT SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 9th day of Dec., 2024, between:

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

and

SAFA CONSTRUCTION, LLC., a Florida Limited Liability Company, hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 CITY is in need of a CONTRACTOR to provide the services for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project.

1.2 CONTRACTOR has a strong commitment to provide the services with the necessary experience, qualifications, references, resources, approach and price proposal.

1.3 CITY issued ITB NO. 24-1114200 ("ITB"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of, November 20, 2024, the CITY evaluated CONTRACTOR to perform the services needed to conduct a Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services and at the City Commission meeting of November 20, 2024, the City Commission selected CONTRACTOR to perform the needed work.

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 ITB 24-1114200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", and the CONTRACTOR's proposal, attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in ITB 24-1114200.

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 ITB.

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 perform the services at a total cost to City of Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00) for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services.

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage (with statutory limits and Employer's Liability coverage with limits not less than One Hundred Thousand Dollars ($100,000) (Including Policy Number and Policy Period) 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 pursuant to the ITB and 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 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.

5.5 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: The Contractor shall provide and maintain performance security covering the faithful performance of the Contract including the corrections after completion and payment of all obligations arising under the Contract in the form of:

1. A performance bond of a company registered to conduct the business of a surety in the State of Florida, in the amount of one hundred percent (100%) of the Contract Price; and

2. A labor and materials payment bond of a company registered to conduct the business of a surety in the State of Florida, in the amount of one hundred percent (100%) of the Contract Price.

9.2 The performance bond and the labor and materials payment bond shall be written on a standard bond form, or on a form satisfactory to the City.

9.3 The Contractor shall provide the City with the required performance security before commencement of the Services or the Work.

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

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

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon execution of this Agreement and shall be effective for one year.

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; ITB 24-1114200, Exhibit "A", and the CONTRACTOR's Response to ITB, 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 County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

e. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054.**

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

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to 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:	Shahinur Rahman Safa Construction, LLC. 11186 SW 17th Manor Davie, FL 33324

Copy To: Registered Agent
Safa Construction, LLC.
11186 SW 17th Manor
Davie, FL 33324

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 E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through

E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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

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

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

City of Opa-Locka

ATTEST:

Joanna Flores
City Clerk

BY:

Sha'mecca Lawson
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Caroline Bell, Esq. For
Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

Aniss Nannan

BY:

MD Shahinur Rahman, Manager
Safa Construction, LLC., a Florida
Limited Liability Company

_____

ATTEST:

_____
SECRETARY

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Md Rahman as owner, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of Safa, 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 3rd day of Dec, 2024.

Ayesha Hack.
NOTARY PUBLIC

My Commission Expires:

AYESHA HACK
Notary Public - State of Florida
Commission # HH 222913
My Comm. Expires Apr 17, 2026
Bonded through National Notary Assn.

Sponsored By: Interim City Manager

RESOLUTION NO. 24-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF SAFA CONSTRUCTION, LLC FOR CAIRO LANE & NW 127TH STREET DRAINAGE, UTILITIES AND ROADWAY IMPROVEMENTS PROJECT SERVICES, PURSUANT TO ITB NO. 24-1114200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAFA CONSTRUCTION, LLC FOR SAME, IN AN AMOUNT NOT TO EXCEED FIVE MILLION, FOUR HUNDRED NINE THOUSAND, EIGHT HUNDRED SEVENTY-FOUR DOLLARS ($5,409,874.00) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 30, 2024, the City of Opa-Locka ("City") published Invitation to Bid (ITB) 24-1114200 for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services; and

WHEREAS, two (2) companies submitted proposal documents which were certified by the City Clerk on November 14, 2024;

WHEREAS, the ITB process emphasizes competitive pricing as the main criterion for selecting bidders; and

WHEREAS, after thoroughly evaluating the two bids, staff recommends Safa Construction, LLC ("Safa") for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services; and

WHEREAS, this decision was based on Safa's proven track record in executing similar projects and their submission of the lowest responsive project cost; and

WHEREAS, the invitation to bid solicitation document provided detailed specifications for the Project, highlighting the importance of quality and adherence to the Scope of Work; and

WHEREAS, Safa distinguished itself with its comprehensive approach and transparent pricing strategy; and

WHEREAS, Safa Construction, LLC has proposed Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00) for the Project and the City Commission desires to accept the proposal and further enter into an agreement with Safa Construction, LLC; and

WHEREAS, the City Commission finds that acceptance of Safa Construction, LLC proposal, , attached hereto as Exhibit "A", for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services and authorizing the Interim City Manager to enter into an agreement with Safa Construction, LLC, attached hereto as Exhibit "B", for same is in the best interest of the City of Opa-Locka and its residents.

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 proposal of Safa Construction, LLC, , attached hereto as Exhibit "A", relating to Request for Proposals (RFP) 24-1114200, for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services, and hereby authorizes the Interim City Manager, to enter into the agreement, attached hereto as Exhibit "B", in an amount not to exceed Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00).

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 20th day of November 2024.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Candice Caff, ESq. FOR

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Ervin

Seconded by: Commissioner Bass

VOTE: 5-0

Commissioner Bass	YES
Commissioner Kelley	YES
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	YES

CIP Division
Bi-weekly Report
Cairo Lane / NW 127th Street Roadway Reconstruction – Upcoming Change Orders

Project Progress and Field Activity Summary

The purpose of this memorandum is to provide advance notice and context regarding several construction change orders associated with the Cairo Lane / NW 127th Street Roadway Reconstruction Project. These items will be brought forward for formal Commission approval at a future meeting. Providing this information in advance allows Commission members to understand the nature of the changes, the reasons they were necessary, and the steps taken by staff to manage project costs and ensure infrastructure reliability.

Project Overview

The Cairo Lane / NW 127th Street project was initiated to address roadway deterioration and drainage deficiencies while improving underground utility infrastructure within the corridor. The project includes roadway reconstruction, stormwater system improvements, and coordination with existing water and sanitary sewer utilities serving the area.

As is common with underground infrastructure projects, certain **field conditions were encountered during construction that differed from those anticipated during design**, requiring adjustments to the construction scope in order to safely complete the project and ensure long-term infrastructure performance.

Summary of Change Orders

The upcoming change orders total **$422,189.75** and address several conditions encountered during construction as well as operational improvements requested by the **Public Works Department**. These adjustments fall into three primary categories:

• **Unforeseen subsurface conditions** affecting roadway structural stability
• **Conflicts with previously installed underground utilities** encountered during stormwater installation
• **Operational improvements and infrastructure protection measures** to improve long-term maintenance and system reliability

Each modification was reviewed and implemented in coordination with the contractor to maintain project progress while protecting the City's infrastructure investments.

Key Construction Conditions and Improvements

Subgrade Stabilization – NW 127th Street (Port Said Road and Alexandria Drive)
During excavation activities, sections of the existing native soil were found to be unsuitable for compaction and incapable of providing the structural support required for roadway construction. To prevent potential pavement failure or settlement, the unsuitable material was removed and replaced with compacted limerock base.

Stormwater System Installation – Utility Conflict (Cairo Lane)
While installing the new stormwater drainage system, an existing 3-inch force main installed by directional drilling was discovered directly within the proposed stormwater alignment. Removal of the conflicting utility and associated sewer connection was required to allow installation of the drainage infrastructure and maintain the construction schedule.

Sanitary Sewer System Improvements (Requested by Public Works Department)
The Public Works Department requested replacement of standard tee sewer connections with **WYE connectors**, which allow wastewater to enter the main line at a gradual angle and improve hydraulic performance. Additional cleanouts were also installed to provide improved access for maintenance and inspection of the sewer system.

Water Utility Protection Measures (Requested by Public Works Department)
Several water meter boxes were found to be damaged or missing due to vehicular traffic in areas where drivers frequently access informal parking areas. Protective steel bollards were installed at the meter locations to prevent further damage and reduce future maintenance costs.

Water Main Gate Valve Replacement
During stormwater construction, an existing 12-inch water main valve was exposed and found to have a damaged thrust nut. Because the infrastructure was already accessible, the valve was replaced at this time to avoid future excavation and service disruption.

Intersection and Commercial Access Stabilization
In several locations, large trucks and commercial delivery vehicles were traveling beyond the roadway edge due to turning radii at intersections and business entrances. Targeted asphalt paving and soil stabilization were completed to prevent roadway edge deterioration and improve traffic operations.

Fiscal Management

The total value of the change orders associated with these items is **$422,189.75**.

Importantly, a portion of the work required to address these conditions was **absorbed through the project's construction contingency**, which helped minimize the amount requiring formal approval.

Project Status

Construction activities for the Cairo Lane / NW 127th Street improvements remain **on schedule**, and the adjustments described above are being implemented to ensure the long-term durability and functionality of the roadway and utility infrastructure being installed.

These modifications represent **standard construction adjustments typically encountered in infrastructure projects involving underground utilities**, particularly when working within older corridors where subsurface conditions and undocumented utilities may be present.

The change orders described in this memorandum will be formally presented to the **City Commission for approval at an upcoming Commission meeting**. Staff is providing this update in advance as part of the bi-weekly report to ensure full transparency and to allow Commission members to become familiar with the scope and justification of the proposed adjustments.

CAIRO LANE / NW 127th St. - ROADWAY RECONSTRUCTION

Change Orders List

CO #	Name	Cost	Reason For Change
1	Subgrade Stabilization – NW 127th Street at Port Said Road	$ 45,676.00	Subgrade Stabilization - NW 127th St. (east/west) at Port Said Rd. During roadway excavation activities, the contractor encountered unsuitable native soils that lacked the structural capacity required for compaction and pavement support. The original design assumed the existing material could be stabilized in place with a 12-inch treated subgrade. However, field conditions demonstrated the material would not meet compaction and load-bearing requirements. To ensure pavement structural integrity and prevent future settlement or roadway failure, the deteriorated soil was removed and replaced with compacted limerock base material. The total cost associated with this condition was $179,550.00, of which $133,874.00 was covered by project contingency, leaving $45,676.00 to be processed through this change order.
2	Force Main Conflict – Cairo Lane Stormwater Installation	$ 11,600.00	Force Main Installation - Cairo Lane During installation of the proposed 24-inch stormwater drainage system, an unmapped 3-inch force main installed by directional drilling was discovered directly intersecting the footprint of a proposed catch basin structure and stormwater alignment. The force main conflicted with the stormwater system from the catch basin location through the alignment until east of Structure S-16. To maintain project progress and allow installation of the drainage infrastructure, the contractor was required to remove the existing force main and associated sewer lateral connection. The total cost for resolving this conflict was $150,400.00, of which $138,800.00 was paid through project contingency, leaving $11,600.00 to be processed under Change Order No. 2.
3	WYE Connector and Cleanout Installation	$ 106,334.00	WYE Connector and Cleanout Installation At the request of the City's Public Works Department, the contractor was directed to replace the originally specified tee sewer connections with WYE connectors along the Cairo Lane sanitary sewer system. The use of WYE fittings allows wastewater to enter the main line at a more gradual angle, improving hydraulic flow conditions and reducing turbulence when compared to traditional 90-degree tee connections. This configuration enhances system performance and reduces the likelihood of future blockages or maintenance issues. In addition, the Public Works Department requested the installation of cleanouts on the sewer lines serving Cairo Lane and Alexandria Drive to improve accessibility for inspection, maintenance, and operational servicing of the sanitary sewer system. These modifications were implemented to improve long-term operability and maintainability of the wastewater infrastructure.Total cost associated with this modification: $106,334.00.
4	Water Meter Protection Bollards	$ 38,000.00	Water Meter Bollards Installation During construction activities, several existing water meter boxes and covers were identified as damaged or missing, largely due to vehicles driving over the meter locations while accessing informal parking areas adjacent to the roadway. At the request of the City's Public Works Department, the contractor was directed to install protective steel bollards at each water meter location following the adjustment of the meter boxes to finished grade. The bollards provide physical protection against vehicular impact, reducing the likelihood of future damage to the water meter infrastructure and minimizing maintenance and replacement costs. This measure was implemented to ensure long-term protection and operational reliability of the City's water utility infrastructure.
5	Subgrade Stabilization – NW 127th Street at Alexandria Drive	$ 126,414.00	Subgrade Stabilization - NW 127th St. at Alexandria Dr. During roadway excavation and preparation activities at the intersection of NW 127th Street and Alexandria Drive, field conditions revealed that the existing native subgrade material was structurally unsuitable for compaction and long-term pavement support. The original construction plans anticipated stabilization of the existing soil using a 12-inch stabilized subgrade section composed of treated native material. However, field observations and compaction testing determined that the existing soils lacked the necessary structural capacity and moisture characteristics required to achieve the specified compaction and load-bearing requirements for roadway construction. In order to ensure the structural integrity and long-term performance of the reconstructed roadway, the contractor was directed to remove the unsuitable subgrade material and replace it with compacted limerock base material within the affected roadway section. This corrective measure was necessary to prevent potential future pavement settlement, structural failure, and maintenance issues, and to ensure compliance with roadway construction standards. The total cost associated with the removal of unsuitable soils and installation of stabilized limerock base is $126,414.00.
6	Water Main Gate Valve Replacement	$ 9,805.75	Water Main 12" Gate Valve Replacement. While installing stormwater infrastructure at the intersection of Alexandria Drive and NW 127th Street, the contractor exposed an existing 12-inch water main gate valve. Inspection revealed the thrust nut was damaged, which would have compromised the operability of the valve and future maintenance access. Because the valve was already exposed during construction, replacing it at this time represents the most cost-effective approach, preventing the need for future roadway excavation.
7	Asphalt and Soil Stabilization at Intersections and Commercial Entrances	$ 84,360.00	Asphalt & Soil Stabilization of Unpaved Areas. Field observations identified that large trucks and commercial delivery vehicles were routinely traveling beyond the paved roadway at certain intersections and business access points due to wide turning radii. To prevent roadway edge deterioration and improve traffic operations, the City authorized: • Asphalt paving in areas subject to truck overrun • Compaction and stabilization of adjacent shoulder areas This improvement enhances roadway durability, safety, and maintenance efficiency.
	Total	**$ 422,189.75**	

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING CONSTRUCTION CHANGE ORDER NO. 2 FOR THE CAIRO LANE/NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City previously entered into a construction agreement with SAFA Construction for the Cairo Lane/NW 127th Street Roadway Reconstruction Project to address roadway deterioration, improve stormwater drainage performance, and enhance underground utility infrastructure serving the corridor; and

WHEREAS, As construction activities progressed, multiple unforeseen subsurface conditions and utility conflicts were encountered that could not have been reasonably verified during the design phase due to the age of the corridor and the presence of undocumented or previously modified underground infrastructure; and

WHEREAS, These conditions included conflicts with an unmapped force main encountered during stormwater system installation; and

WHEREAS, Change Order No. 2 - Force Main Utility Conflict (Cairo Lane Stormwater Installation) provides for removal and modification of an unmapped 3-inch force main discovered within the proposed stormwater system alignment to allow installation of drainage infrastructure and maintain construction progress in the amount of $11,600.00; and

WHEREAS, In order to maintain project progress and avoid significant schedule delays and associated cost escalation, certain corrective measures were implemented as field conditions were encountered, allowing the City to prevent extended construction impacts, avoid the need for future roadway excavation, and reduce long-term maintenance risks; and

WHEREAS, Construction of the project remains on schedule, and the adjustments implemented are expected to improve long-term roadway durability, operational reliability of utility systems, and overall protection of the City's infrastructure investment; and

WHEREAS, The additional funding for the project will be addressed under anticipated Budget Amendment #2, after the City Commission's approval, with funding to be split between the Safe Neighborhood Fund in the amount of $256,450.00 and the Water & Sewer Capital Projects Fund in the amount of $165,739.75.

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. APPROVAL. The City Commission of the City of Opa-Locka hereby approves Construction Change Order No. 2 - Force Main Utility Conflict (Cairo Lane Stormwater Installation) for the Cairo Lane/NW 127th Street Roadway Reconstruction Project in the amount of $11,600.00.

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

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

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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

Division Manager:	Adelina Gross			**Division Manager Signature:**	Adelina Gross		
City Manager:	Sha'mecca Lawson			**CM Signature:**			
Commission Meeting Date:	4.22.2026		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		Capital Improvements Program		

Short Title:

A RESOLUTION OF THE CITY COMMISSION APPROVING CHANGE ORDER NO. 2 FOR THE CAIRO LANE / NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT.

Staff Summary:

The City is currently undertaking the Cairo Lane / NW 127th Street Roadway Reconstruction Project to improve roadway conditions, drainage performance, and utility infrastructure.

During installation of the stormwater system along Cairo Lane, an **unmapped 3-inch force main** was encountered within the proposed alignment.

This utility conflict was not reflected in available records and required immediate field modification to proceed with drainage installation.

The contractor performed removal and reconfiguration of the force main to avoid delays and maintain project continuity.Failure to address this conflict would have resulted in significant schedule impacts and potential redesign.

Summary of Construction Change Order

- **Change Order No. 2 – Force Main Utility Conflict (Cairo Lane Stormwater Installation) Removal and modification of an unmapped 3-inch force main discovered within the proposed stormwater system alignment to allow installation of drainage infrastructure and maintain construction progress.**

  Amount: $11,600.00

Importantly, a substantial portion of the costs associated with unforeseen conditions was absorbed through the project construction contingency, thereby minimizing the amount requiring Commission authorization. These types of adjustments are typical for underground infrastructure reconstruction projects where existing field conditions differ from available record information.

Construction of the project remains on schedule, and the adjustments implemented are expected to improve long-term roadway durability, operational reliability of utility systems, and overall protection of the City's infrastructure investment.

Financial Impact:

This Change Order will require $11,600.00 in additional funding in the Water & Sewer Capital Projects Fund. The additional funding for the project will be addressed as part Budget Amendment #2. The total of all change orders is $422,189.75, with $256,450.00 charged to the Safe Neighborhood Fund, and $165,739.75 charged to the Water & Sewer Capital Projects Fund. Proposed Budget Amendment #2 changes will illustrate an allowance for this change order within this fund. Proposed Budget Amendment #2 changes will illustrate an allowance for this change order within this fund.

Proposed Action:

Staff recommends approval of the legislation.

Attachment:

Resolution No. 24-165 Accepting the Proposal from Safa Construction & Development LLC
Executed Contract with Safa Construction & Development
CIP Bi-weekly report 3-6-2026
Change Orders 1-7 Cairo Lane/NW 127th Street Project

CONSTRUCTION CHANGE ORDER

WATER & SEWER (86)

PROJECT NAME	**CAIRO LANE / NW 127th ST. - ROADWAY RECONSTRUCTION**		
LOCATION OF WORK	Cairo Lane / NW 127th St.	**CHANGE ORDER #.**	**CO - 2** (Force Main Installation)
CONTRACT #.	2023-01-015	**RFI #.**	**12**
REQUESTING PARTY	SAFA Construction	**CONTRACTOR**	SAFA Construction
OWNER	City of Opa-locka	**ENGINEER**	300 Engineering

CHANGE REQUEST OVERVIEW

REASON FOR CHANGE	**Force Main Installation - Cairo Lane** During installation of the proposed 24-inch stormwater drainage system, an unmapped 3-inch force main installed by directional drilling was discovered directly intersecting the footprint of a proposed catch basin structure and stormwater alignment. The force main conflicted with the stormwater system from the catch basin location through the alignment until east of Structure S-16. To maintain project progress and allow installation of the drainage infrastructure, the contractor was required to remove the existing force main and associated sewer lateral connection. The total cost for resolving this conflict was **$150,400.00**, of which **$138,800.00** was paid through project contingency, leaving **$11,600.00** to be processed under Change Order No. 2.
SUPPORT & JUSTIFICATION DOCUMENTS	**See attached.**

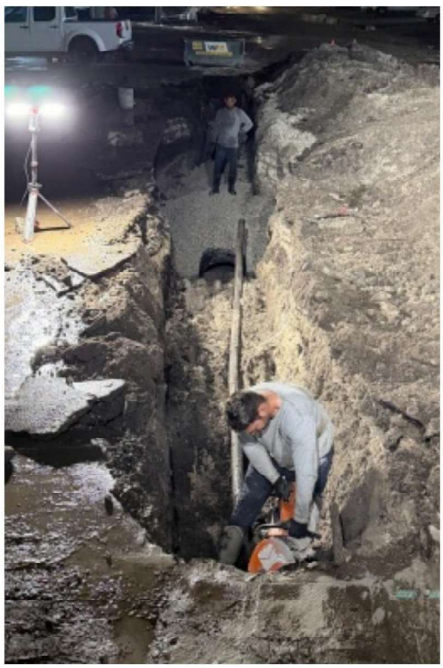
CHANGE IN CONTRACT PRICE

NET CHANGES OF PREVIOUS CHANGE ORDERS	$ 45,676.00	**NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS**	No impact
NET INCREASE / DECREASE	**$ 11,600.00**	**NET INCREASE / DECREASE**	No impact
TOTAL APPROVED CHANGE ORDERS	$ 57,276.00	**TOTAL CONTRACT TIME WITH APPROVED CHANGES**	No impact

APPROVAL

SUBMITTED BY CONTRACTOR	MD Rahman *SAFA Const. President*	**APPROVED BY:**	CITY COMMISSION
		Resolution #	
DATE		**DATE**	

EXISTING 3" FORCEMAIN CONFLICT WITH 24" STORMWATER PIPE



-- EXISTING 3" FORCE MAIN

3" FORCE MAIN SECTION IN CONFLICT (NEW INSTALLATION)

Material Type	Length (ft.)	Pipe / Fittings	Earthworks	Labor & Equipment Cost	Total Cost
3" HDPE	645	$25,000.00	$50,400.00	$75,000.00	**$150,400.00**

CITY OF OPA-LOCKA

CAIRO LANE & NW 127TH STREET DRAINAGE, UTILITIES AND ROADWAY IMPROVEMENTS PROJECT SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 9th day of Dec., 2024, between:

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

and

SAFA CONSTRUCTION, LLC., a Florida Limited Liability Company, hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 CITY is in need of a CONTRACTOR to provide the services for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project.

1.2 CONTRACTOR has a strong commitment to provide the services with the necessary experience, qualifications, references, resources, approach and price proposal.

1.3 CITY issued ITB NO. 24-1114200 ("ITB"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of, November 20, 2024, the CITY evaluated CONTRACTOR to perform the services needed to conduct a Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services and at the City Commission meeting of November 20, 2024, the City Commission selected CONTRACTOR to perform the needed work.

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 ITB 24-1114200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", and the CONTRACTOR's proposal, attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in ITB 24-1114200.

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 ITB.

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 perform the services at a total cost to City of Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00) for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services.

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage (with statutory limits and Employer's Liability coverage with limits not less than One Hundred Thousand Dollars ($100,000) (Including Policy Number and Policy Period) 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 pursuant to the ITB and 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 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.

5.5 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: The Contractor shall provide and maintain performance security covering the faithful performance of the Contract including the corrections after completion and payment of all obligations arising under the Contract in the form of:

1. A performance bond of a company registered to conduct the business of a surety in the State of Florida, in the amount of one hundred percent (100%) of the Contract Price; and

2. A labor and materials payment bond of a company registered to conduct the business of a surety in the State of Florida, in the amount of one hundred percent (100%) of the Contract Price.

9.2 The performance bond and the labor and materials payment bond shall be written on a standard bond form, or on a form satisfactory to the City.

9.3 The Contractor shall provide the City with the required performance security before commencement of the Services or the Work.

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

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

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon execution of this Agreement and shall be effective for one year.

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; ITB 24-1114200, Exhibit "A", and the CONTRACTOR's Response to ITB, 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 County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

e. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054.**

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

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to 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:	Shahinur Rahman Safa Construction, LLC. 11186 SW 17th Manor Davie, FL 33324

Copy To: Registered Agent
Safa Construction, LLC.
11186 SW 17th Manor
Davie, FL 33324

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 E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through

E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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

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

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

City of Opa-Locka

ATTEST:

Joanna Flores
City Clerk

BY:

Sha'mecca Lawson
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Caroline Bell, Esq. For
Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

Aniss Nannan

BY:

MD Shahinur Rahman, Manager
Safa Construction, LLC., a Florida
Limited Liability Company

_____

ATTEST:

_____
SECRETARY

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Md Rahman as owner, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of Safa, 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 3rd day of Dec, 2024.

Ayesha Hack.
NOTARY PUBLIC

My Commission Expires:

AYESHA HACK
Notary Public - State of Florida
Commission # HH 222913
My Comm. Expires Apr 17, 2026
Bonded through National Notary Assn.

Sponsored By: Interim City Manager

RESOLUTION NO. 24-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF SAFA CONSTRUCTION, LLC FOR CAIRO LANE & NW 127TH STREET DRAINAGE, UTILITIES AND ROADWAY IMPROVEMENTS PROJECT SERVICES, PURSUANT TO ITB NO. 24-1114200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAFA CONSTRUCTION, LLC FOR SAME, IN AN AMOUNT NOT TO EXCEED FIVE MILLION, FOUR HUNDRED NINE THOUSAND, EIGHT HUNDRED SEVENTY-FOUR DOLLARS ($5,409,874.00) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 30, 2024, the City of Opa-Locka ("City") published Invitation to Bid (ITB) 24-1114200 for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services; and

WHEREAS, two (2) companies submitted proposal documents which were certified by the City Clerk on November 14, 2024;

WHEREAS, the ITB process emphasizes competitive pricing as the main criterion for selecting bidders; and

WHEREAS, after thoroughly evaluating the two bids, staff recommends Safa Construction, LLC ("Safa") for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services; and

WHEREAS, this decision was based on Safa's proven track record in executing similar projects and their submission of the lowest responsive project cost; and

WHEREAS, the invitation to bid solicitation document provided detailed specifications for the Project, highlighting the importance of quality and adherence to the Scope of Work; and

WHEREAS, Safa distinguished itself with its comprehensive approach and transparent pricing strategy; and

WHEREAS, Safa Construction, LLC has proposed Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00) for the Project and the City Commission desires to accept the proposal and further enter into an agreement with Safa Construction, LLC; and

WHEREAS, the City Commission finds that acceptance of Safa Construction, LLC proposal, , attached hereto as Exhibit "A", for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services and authorizing the Interim City Manager to enter into an agreement with Safa Construction, LLC, attached hereto as Exhibit "B", for same is in the best interest of the City of Opa-Locka and its residents.

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 proposal of Safa Construction, LLC, , attached hereto as Exhibit "A", relating to Request for Proposals (RFP) 24-1114200, for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services, and hereby authorizes the Interim City Manager, to enter into the agreement, attached hereto as Exhibit "B", in an amount not to exceed Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00).

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 20th day of November 2024.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Candice Caff, ESq. FOR

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Ervin

Seconded by: Commissioner Bass

VOTE: 5-0

Commissioner Bass	YES
Commissioner Kelley	YES
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	YES

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING CONSTRUCTION CHANGE ORDER NO. 3 FOR THE CAIRO LANE/NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City previously entered into a construction agreement with SAFA Construction for the Cairo Lane/NW 127th Street Roadway Reconstruction Project to address roadway deterioration, improve stormwater drainage performance, and enhance underground utility infrastructure serving the corridor; and

WHEREAS, during construction, the Public Works Department requested targeted operational improvements intended to enhance long-term system performance, maintenance accessibility, and protection of City infrastructure assets; and

WHEREAS, these improvements included replacement of sanitary sewer tee connections with WYE fittings to improve hydraulic efficiency and installation of additional sewer cleanouts; and

WHEREAS, change Order No. 3 - WYE Connector and Cleanout Installation provides for replacement of sanitary sewer tee connections with WYE fittings and installation of additional cleanouts at the request of the Public Works Department to improve hydraulic performance and maintenance accessibility in the amount of $106,334.00; and

WHEREAS, in order to maintain project progress and avoid significant schedule delays and associated cost escalation, certain corrective measures were implemented as field conditions were encountered, allowing the City to prevent extended construction impacts, avoid the need for future roadway excavation, and reduce long-term maintenance risks; and

WHEREAS, construction of the project remains on schedule, and the adjustments implemented are expected to improve long-term roadway durability, operational reliability of utility systems, and overall protection of the City's infrastructure investment; and

WHEREAS, the additional funding for the project will be addressed under anticipated Budget Amendment #2, after the City Commission's approval, with funding to be split between the Safe Neighborhood Fund in the amount of $256,450.00 and the Water & Sewer Capital Projects Fund in the amount of $165,739.75.

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. APPROVAL. The City Commission of the City of Opa-Locka hereby approves Construction Change Order No. 3 - WYE Connector and Cleanout Installation for the Cairo Lane/NW 127th Street Roadway Reconstruction Project in the amount of $106,334.00.

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

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

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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

Division Manager:	Adelina Gross			**Division Manager Signature:**	Adelina Gross		
City Manager:	Sha'mecca Lawson			**CM Signature:**			
Commission Meeting Date:	4.22.2026		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		Capital Improvements Program		

Short Title:

A RESOLUTION OF THE CITY COMMISSION APPROVING CHANGE ORDER NO. 3 FOR THE CAIRO LANE / NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT.

Staff Summary:

The City is currently undertaking the Cairo Lane / NW 127th Street Roadway Reconstruction Project to improve roadway conditions, drainage performance, and utility infrastructure.

At the request of the Public Works Department, modifications were made to the sanitary sewer system to improve long-term functionality and maintenance.
The scope includes:

- Replacement of tee connections with WYE fittings
- Installation of additional cleanouts

These improvements enhance hydraulic efficiency, reduce clogging risks, and improve maintenance access. This change represents an operational upgrade beyond the original design and aligns with best practices for municipal sewer systems.

Summary of Construction Change Order

- **Change Order No. 3 – WYE Connector and Cleanout Installation**
  Replacement of sanitary sewer tee connections with WYE fittings and installation of additional cleanouts at the request of the Public Works Department to improve hydraulic performance and maintenance accessibility.

  Amount: $106,334.00

Importantly, a substantial portion of the costs associated with unforeseen conditions was absorbed through the project construction contingency, thereby minimizing the amount requiring Commission authorization. These types of adjustments are typical for underground infrastructure reconstruction projects where existing field conditions differ from available record information.

Construction of the project remains on schedule, and the adjustments implemented are expected to improve long-term roadway durability, operational reliability of utility systems, and overall protection of the City's infrastructure investment.

Financial Impact: This Change Order will require $106,334.00 in additional funding in the Water & Sewer Capital Projects Fund. The additional funding for the project will be addressed as part Budget Amendment #2. The total of all change orders is $422,189.75, with $256,450.00 charged to the Safe Neighborhood Fund, and $165,739.75 charged to the Water & Sewer Capital Projects Fund. Proposed Budget Amendment #2 changes will illustrate an allowance for this change order within this fund.

Proposed Action:

Staff recommends approval of the legislation.

Attachment:

Resolution No. 24-165 Accepting the Proposal from Safa Construction & Development LLC
Executed Contract with Safa Construction & Development
CIP Bi-weekly report 3-6-2026
Change Orders 1-7 Cairo Lane/NW 127th Street Project

CONSTRUCTION CHANGE ORDER

WATER & SEWER (86)

PROJECT NAME	**CAIRO LANE / NW 127th ST. - ROADWAY RECONSTRUCTION**		
LOCATION OF WORK	Cairo Lane / NW 127th St.	**CHANGE ORDER #.**	**CO - 3** (WYE & Cleanout Inst.)
CONTRACT #.	2023-01-015	**RFI #.**	**13**
REQUESTING PARTY	SAFA Construction	**CONTRACTOR**	SAFA Construction
OWNER	City of Opa-locka	**ENGINEER**	300 Engineering

CHANGE REQUEST OVERVIEW

REASON FOR CHANGE	**WYE Connector and Cleanout Installation** At the request of the City's Public Works Department, the contractor was directed to replace the originally specified tee sewer connections with WYE connectors along the Cairo Lane sanitary sewer system. The use of WYE fittings allows wastewater to enter the main line at a more gradual angle, improving hydraulic flow conditions and reducing turbulence when compared to traditional 90-degree tee connections. This configuration enhances system performance and reduces the likelihood of future blockages or maintenance issues. In addition, the Public Works Department requested the installation of cleanouts on the sewer lines serving Cairo Lane and Alexandria Drive to improve accessibility for inspection, maintenance, and operational servicing of the sanitary sewer system. These modifications were implemented to improve long-term operability and maintainability of the wastewater infrastructure.Total cost associated with this modification: **$106,334.00**.
SUPPORT & JUSTIFICATION DOCUMENTS	**See attached.**

CHANGE IN CONTRACT PRICE

NET CHANGES OF PREVIOUS CHANGE ORDERS	$ 57,276.00	**NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS**	No impact
NET INCREASE / DECREASE	**$ 106,334.00**	**NET INCREASE / DECREASE**	No impact
TOTAL APPROVED CHANGE ORDERS	$ 163,610.00	**TOTAL CONTRACT TIME WITH APPROVED CHANGES**	No impact

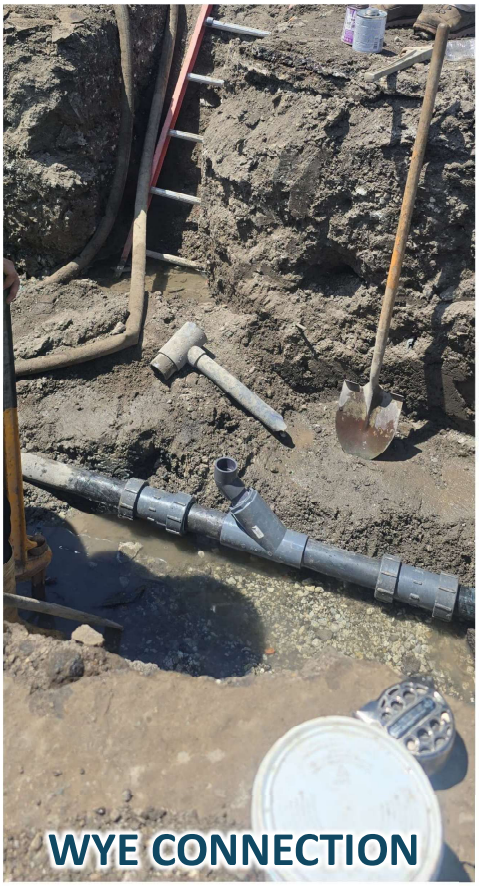
APPROVAL

SUBMITTED BY CONTRACTOR	MD Rahman *SAFA Const. President*	**APPROVED BY:**	CITY COMMISSION
		Resolution #	
DATE		**DATE**	

WYE Connector / Cleanout Installation

OCT. 2025

CAIRO LANE / NW 127th ST.



Item	Street Name	Qty. (EA)	Pipe / Fittings	Earthworks	Labor & Equipment Cost	Total Cost
Cleanout	Cairo Lane	3	$970.00	$1,100.00	$2,500	**$13,710.00**
	Alexandria Dr.	2	$970.00	$800.00	$2,500	**$8,540.00**
WYE Connectors	Cairo Lane	15	$522.00	$800.00	$2,500	**$57,330.00**
	Alexandria Dr.	7	$522.00	$800.00	$2,500	**$26,754.00**
					TOTAL	**$106,334.00**

CITY OF OPA-LOCKA

CAIRO LANE & NW 127TH STREET DRAINAGE, UTILITIES AND ROADWAY IMPROVEMENTS PROJECT SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 9th day of Dec., 2024, between:

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

and

SAFA CONSTRUCTION, LLC., a Florida Limited Liability Company, hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 CITY is in need of a CONTRACTOR to provide the services for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project.

1.2 CONTRACTOR has a strong commitment to provide the services with the necessary experience, qualifications, references, resources, approach and price proposal.

1.3 CITY issued ITB NO. 24-1114200 ("ITB"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of, November 20, 2024, the CITY evaluated CONTRACTOR to perform the services needed to conduct a Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services and at the City Commission meeting of November 20, 2024, the City Commission selected CONTRACTOR to perform the needed work.

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 ITB 24-1114200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", and the CONTRACTOR's proposal, attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in ITB 24-1114200.

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 ITB.

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 perform the services at a total cost to City of Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00) for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services.

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage (with statutory limits and Employer's Liability coverage with limits not less than One Hundred Thousand Dollars ($100,000) (Including Policy Number and Policy Period) 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 pursuant to the ITB and 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 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.

5.5 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: The Contractor shall provide and maintain performance security covering the faithful performance of the Contract including the corrections after completion and payment of all obligations arising under the Contract in the form of:

1. A performance bond of a company registered to conduct the business of a surety in the State of Florida, in the amount of one hundred percent (100%) of the Contract Price; and

2. A labor and materials payment bond of a company registered to conduct the business of a surety in the State of Florida, in the amount of one hundred percent (100%) of the Contract Price.

9.2 The performance bond and the labor and materials payment bond shall be written on a standard bond form, or on a form satisfactory to the City.

9.3 The Contractor shall provide the City with the required performance security before commencement of the Services or the Work.

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

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

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon execution of this Agreement and shall be effective for one year.

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; ITB 24-1114200, Exhibit "A", and the CONTRACTOR's Response to ITB, 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 County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

e. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054.**

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

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to 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:	Shahinur Rahman Safa Construction, LLC. 11186 SW 17th Manor Davie, FL 33324

Copy To: Registered Agent
Safa Construction, LLC.
11186 SW 17th Manor
Davie, FL 33324

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 E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through

E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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

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

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

City of Opa-Locka

ATTEST:

Joanna Flores
City Clerk

BY:

Sha'mecca Lawson
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Caroline Bell, Esq. For
Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

Aniss Nannan

BY:

MD Shahinur Rahman, Manager
Safa Construction, LLC., a Florida
Limited Liability Company

_____

ATTEST:

_____
SECRETARY

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Md Rahman as owner, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of Safa, 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 3rd day of Dec, 2024.

Ayesha Hack.
NOTARY PUBLIC

My Commission Expires:

AYESHA HACK
Notary Public - State of Florida
Commission # HH 222913
My Comm. Expires Apr 17, 2026
Bonded through National Notary Assn.

Sponsored By: Interim City Manager

RESOLUTION NO. 24-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF SAFA CONSTRUCTION, LLC FOR CAIRO LANE & NW 127TH STREET DRAINAGE, UTILITIES AND ROADWAY IMPROVEMENTS PROJECT SERVICES, PURSUANT TO ITB NO. 24-1114200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAFA CONSTRUCTION, LLC FOR SAME, IN AN AMOUNT NOT TO EXCEED FIVE MILLION, FOUR HUNDRED NINE THOUSAND, EIGHT HUNDRED SEVENTY-FOUR DOLLARS ($5,409,874.00) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 30, 2024, the City of Opa-Locka ("City") published Invitation to Bid (ITB) 24-1114200 for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services; and

WHEREAS, two (2) companies submitted proposal documents which were certified by the City Clerk on November 14, 2024;

WHEREAS, the ITB process emphasizes competitive pricing as the main criterion for selecting bidders; and

WHEREAS, after thoroughly evaluating the two bids, staff recommends Safa Construction, LLC ("Safa") for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services; and

WHEREAS, this decision was based on Safa's proven track record in executing similar projects and their submission of the lowest responsive project cost; and

WHEREAS, the invitation to bid solicitation document provided detailed specifications for the Project, highlighting the importance of quality and adherence to the Scope of Work; and

WHEREAS, Safa distinguished itself with its comprehensive approach and transparent pricing strategy; and

WHEREAS, Safa Construction, LLC has proposed Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00) for the Project and the City Commission desires to accept the proposal and further enter into an agreement with Safa Construction, LLC; and

WHEREAS, the City Commission finds that acceptance of Safa Construction, LLC proposal, , attached hereto as Exhibit "A", for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services and authorizing the Interim City Manager to enter into an agreement with Safa Construction, LLC, attached hereto as Exhibit "B", for same is in the best interest of the City of Opa-Locka and its residents.

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 proposal of Safa Construction, LLC, , attached hereto as Exhibit "A", relating to Request for Proposals (RFP) 24-1114200, for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services, and hereby authorizes the Interim City Manager, to enter into the agreement, attached hereto as Exhibit "B", in an amount not to exceed Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00).

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 20th day of November 2024.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Candice Caff, ESq. FOR
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Ervin

Seconded by: Commissioner Bass

VOTE: 5-0

Commissioner Bass	YES
Commissioner Kelley	YES
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	YES

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING CONSTRUCTION CHANGE ORDER NO. 4 FOR THE CAIRO LANE/NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City previously entered into a construction agreement with SAFA Construction for the Cairo Lane/NW 127th Street Roadway Reconstruction Project to address roadway deterioration, improve stormwater drainage performance, and enhance underground utility infrastructure serving the corridor; and

WHEREAS, during construction, the Public Works Department requested targeted operational improvements intended to enhance long-term system performance, maintenance accessibility, and protection of City infrastructure assets; and

WHEREAS, these improvements included installation of protective bollards at water meter locations subject to vehicular damage; and

WHEREAS, change Order No. 4 - Water Meter Protection Bollards provides for installation of protective steel bollards at water meter locations subject to vehicular impact to reduce damage and future maintenance costs, as requested by the Public Works Department in the amount of $38,000.00; and

WHEREAS, in order to maintain project progress and avoid significant schedule delays and associated cost escalation, certain corrective measures were implemented as field conditions were encountered, allowing the City to prevent extended construction impacts, avoid the need for future roadway excavation, and reduce long-term maintenance risks; and

WHEREAS, construction of the project remains on schedule, and the adjustments implemented are expected to improve long-term roadway durability, operational reliability of utility systems, and overall protection of the City's infrastructure investment; and

WHEREAS, the additional funding for the project will be addressed under anticipated Budget Amendment #2 after the City Commission's approval, with funding to be split between the Safe Neighborhood Fund in the amount of $256,450.00 and the Water & Sewer Capital Projects Fund in the amount of $165,739.75.

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. APPROVAL. The City Commission of the City of Opa-Locka hereby approves Construction Change Order No. 4 - Water Meter Protection Bollards for the Cairo Lane/NW 127th Street Roadway Reconstruction Project in the amount of $38,000.00.

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

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

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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

Division Manager:	Adelina Gross			**Division Manager Signature:**			
City Manager:	Sha'mecca Lawson			**CM Signature:**			
Commission Meeting Date:	4.22.2026		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		Capital Improvements Program		

Short Title:

A RESOLUTION OF THE CITY COMMISSION APPROVING CHANGE ORDER NO. 4 FOR THE CAIRO LANE / NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT.

Staff Summary:

The City is currently undertaking the Cairo Lane / NW 127th Street Roadway Reconstruction Project to improve roadway conditions, drainage performance, and utility infrastructure.

Public Works identified recurring damage to water meters caused by vehicular impact.
To mitigate ongoing maintenance costs and protect City infrastructure, this change order includes installation of **protective steel bollards** at vulnerable locations.
This improvement enhances asset protection and reduces long-term repair expenditures.

Summary of Construction Change Order

- **Change Order No. 4 – Water Meter Protection Bollards**
  Installation of protective steel bollards at water meter locations subject to vehicular impact to reduce damage and future maintenance costs, as requested by the Public Works Department.

  Amount: $38,000.00

Importantly, a substantial portion of the costs associated with unforeseen conditions was absorbed through the project construction contingency, thereby minimizing the amount requiring Commission authorization. These types of adjustments are typical for underground infrastructure reconstruction projects where existing field conditions differ from available record information.

Construction of the project remains on schedule, and the adjustments implemented are expected to improve long-term roadway durability, operational reliability of utility systems, and overall protection of the City's infrastructure investment.

Financial Impact: This Change Order will require $38,000.00 in additional funding in the Water & Sewer Capital Projects Fund. The additional funding for the project will be addressed as part Budget Amendment #2. The total of all change orders is $422,189.75, with $256,450.00 charged to the Safe Neighborhood Fund, and $165,739.75 charged to the Water & Sewer Capital Projects Fund. Proposed Budget Amendment #2 changes will illustrate an allowance for this change order within this fund.

Proposed Action:

Staff recommends approval of the legislation.

Attachment:

Resolution No. 24-165 Accepting the Proposal from Safa Construction & Development LLC
Executed Contract with Safa Construction & Development
CIP Bi-weekly report 3-6-2026
Change Orders 1-7 Cairo Lane/NW 127th Street Project

CONSTRUCTION CHANGE ORDER

WATER & SEWER (86)

PROJECT NAME	**CAIRO LANE / NW 127th ST. - ROADWAY RECONSTRUCTION**		
LOCATION OF WORK	Cairo Lane / NW 127th St.	**CHANGE ORDER #.**	**CO - 4** (Water Meter Bollards Installation)
CONTRACT #.	2023-01-015	**RFI #.**	**14**
REQUESTING PARTY	SAFA Construction	**CONTRACTOR**	SAFA Construction
OWNER	City of Opa-locka	**ENGINEER**	300 Engineering

CHANGE REQUEST OVERVIEW

REASON FOR CHANGE	**Water Meter Bollards Installation** During construction activities, several existing water meter boxes and covers were identified as damaged or missing, largely due to vehicles driving over the meter locations while accessing informal parking areas adjacent to the roadway. At the request of the City's Public Works Department, the contractor was directed to install protective steel bollards at each water meter location following the adjustment of the meter boxes to finished grade. The bollards provide physical protection against vehicular impact, reducing the likelihood of future damage to the water meter infrastructure and minimizing maintenance and replacement costs. This measure was implemented to ensure long-term protection and operational reliability of the City's water utility infrastructure.
SUPPORT & JUSTIFICATION DOCUMENTS	**See attached.**

CHANGE IN CONTRACT PRICE

NET CHANGES OF PREVIOUS CHANGE ORDERS	$ 163,610.00	**NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS**	No impact
NET INCREASE / DECREASE	**$ 38,000.00**	**NET INCREASE / DECREASE**	No impact
TOTAL APPROVED CHANGE ORDERS	$ 201,610.00	**TOTAL CONTRACT TIME WITH APPROVED CHANGES**	No impact

APPROVAL

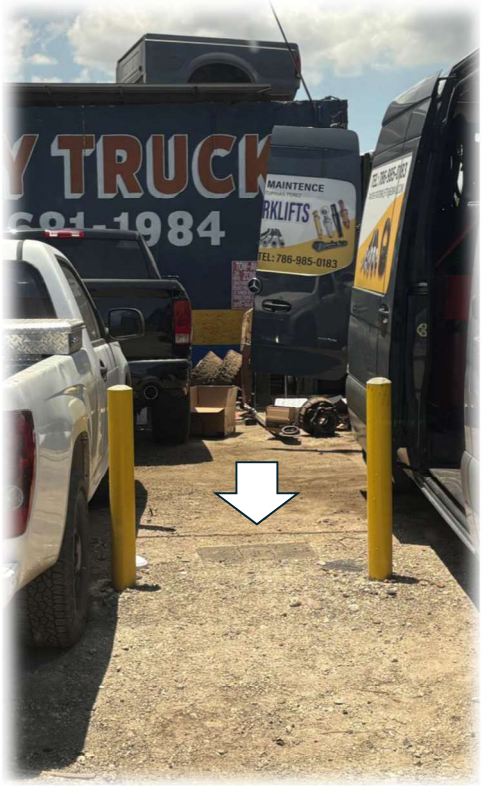
SUBMITTED BY CONTRACTOR	MD Rahman *SAFA Const. President*	**APPROVED BY:**	CITY COMMISSION
		Resolution #	
DATE		**DATE**	

Water Meter Bollards Installation

JUL. 2025

CAIRO LANE / NW 127th ST.

Vehicle Parked On Top of the Water Meter Box and Grate



Water Meter Box and Grate Protected by Bollards

Item	Street Name	Qty. (EA)	Material / Installation Cost (EA)	Total Cost
Bollard	Cairo Lane	29x(2)	$500.00	**$29,000.00**
	NW 127th St.	9x(2)	$500.00	**$9,000.00**
			TOTAL	**$38,000.00**

CITY OF OPA-LOCKA

CAIRO LANE & NW 127TH STREET DRAINAGE, UTILITIES AND ROADWAY IMPROVEMENTS PROJECT SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 9th day of Dec., 2024, between:

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

and

SAFA CONSTRUCTION, LLC., a Florida Limited Liability Company, hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 CITY is in need of a CONTRACTOR to provide the services for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project.

1.2 CONTRACTOR has a strong commitment to provide the services with the necessary experience, qualifications, references, resources, approach and price proposal.

1.3 CITY issued ITB NO. 24-1114200 ("ITB"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of, November 20, 2024, the CITY evaluated CONTRACTOR to perform the services needed to conduct a Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services and at the City Commission meeting of November 20, 2024, the City Commission selected CONTRACTOR to perform the needed work.

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 ITB 24-1114200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", and the CONTRACTOR's proposal, attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in ITB 24-1114200.

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 ITB.

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 perform the services at a total cost to City of Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00) for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services.

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage (with statutory limits and Employer's Liability coverage with limits not less than One Hundred Thousand Dollars ($100,000) (Including Policy Number and Policy Period) 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 pursuant to the ITB and 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 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.

5.5 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: The Contractor shall provide and maintain performance security covering the faithful performance of the Contract including the corrections after completion and payment of all obligations arising under the Contract in the form of:

1. A performance bond of a company registered to conduct the business of a surety in the State of Florida, in the amount of one hundred percent (100%) of the Contract Price; and

2. A labor and materials payment bond of a company registered to conduct the business of a surety in the State of Florida, in the amount of one hundred percent (100%) of the Contract Price.

9.2 The performance bond and the labor and materials payment bond shall be written on a standard bond form, or on a form satisfactory to the City.

9.3 The Contractor shall provide the City with the required performance security before commencement of the Services or the Work.

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

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

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon execution of this Agreement and shall be effective for one year.

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; ITB 24-1114200, Exhibit "A", and the CONTRACTOR's Response to ITB, 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 County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

e. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054.**

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

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to 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:	Shahinur Rahman Safa Construction, LLC. 11186 SW 17th Manor Davie, FL 33324

Copy To: Registered Agent
Safa Construction, LLC.
11186 SW 17th Manor
Davie, FL 33324

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 E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through

E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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

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

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

City of Opa-Locka

ATTEST:

Joanna Flores
City Clerk

BY:

Sha'mecca Lawson
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Caroline Bell, Esq. For
Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

Aniss Nannan

BY:

MD Shahinur Rahman, Manager
Safa Construction, LLC., a Florida
Limited Liability Company

_____

ATTEST:

_____
SECRETARY

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Md Rahman as owner, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of Safa, 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 3rd day of Dec, 2024.

Ayesha Hack.
NOTARY PUBLIC

My Commission Expires:

AYESHA HACK
Notary Public - State of Florida
Commission # HH 222913
My Comm. Expires Apr 17, 2026
Bonded through National Notary Assn.

Sponsored By: Interim City Manager

RESOLUTION NO. 24-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF SAFA CONSTRUCTION, LLC FOR CAIRO LANE & NW 127TH STREET DRAINAGE, UTILITIES AND ROADWAY IMPROVEMENTS PROJECT SERVICES, PURSUANT TO ITB NO. 24-1114200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAFA CONSTRUCTION, LLC FOR SAME, IN AN AMOUNT NOT TO EXCEED FIVE MILLION, FOUR HUNDRED NINE THOUSAND, EIGHT HUNDRED SEVENTY-FOUR DOLLARS ($5,409,874.00) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 30, 2024, the City of Opa-Locka ("City") published Invitation to Bid (ITB) 24-1114200 for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services; and

WHEREAS, two (2) companies submitted proposal documents which were certified by the City Clerk on November 14, 2024;

WHEREAS, the ITB process emphasizes competitive pricing as the main criterion for selecting bidders; and

WHEREAS, after thoroughly evaluating the two bids, staff recommends Safa Construction, LLC ("Safa") for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services; and

WHEREAS, this decision was based on Safa's proven track record in executing similar projects and their submission of the lowest responsive project cost; and

WHEREAS, the invitation to bid solicitation document provided detailed specifications for the Project, highlighting the importance of quality and adherence to the Scope of Work; and

WHEREAS, Safa distinguished itself with its comprehensive approach and transparent pricing strategy; and

WHEREAS, Safa Construction, LLC has proposed Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00) for the Project and the City Commission desires to accept the proposal and further enter into an agreement with Safa Construction, LLC; and

WHEREAS, the City Commission finds that acceptance of Safa Construction, LLC proposal, , attached hereto as Exhibit "A", for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services and authorizing the Interim City Manager to enter into an agreement with Safa Construction, LLC, attached hereto as Exhibit "B", for same is in the best interest of the City of Opa-Locka and its residents.

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 proposal of Safa Construction, LLC, , attached hereto as Exhibit "A", relating to Request for Proposals (RFP) 24-1114200, for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services, and hereby authorizes the Interim City Manager, to enter into the agreement, attached hereto as Exhibit "B", in an amount not to exceed Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00).

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 20th day of November 2024.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Candice Caff, ESq. FOR

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Ervin

Seconded by: Commissioner Bass

VOTE: 5-0

Commissioner Bass	YES
Commissioner Kelley	YES
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	YES

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING CONSTRUCTION CHANGE ORDER NO. 5 FOR THE CAIRO LANE/NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City previously entered into a construction agreement with SAFA Construction for the Cairo Lane/NW 127th Street Roadway Reconstruction Project to address roadway deterioration, improve stormwater drainage performance, and enhance underground utility infrastructure serving the corridor; and

WHEREAS, as construction activities progressed, multiple unforeseen subsurface conditions and utility conflicts were encountered that could not have been reasonably verified during the design phase due to the age of the corridor and the presence of undocumented or previously modified underground infrastructure; and

WHEREAS, these conditions included structurally unsuitable native soils requiring removal and stabilization to prevent future pavement settlement; and

WHEREAS, change Order No. 5 - Subgrade Stabilization (NW 127th Street at Alexandria Drive) provides for removal and replacement of unsuitable subgrade materials identified during roadway preparation to prevent future settlement and ensure long-term roadway performance in the amount of $126,414.00; and

WHEREAS, in order to maintain project progress and avoid significant schedule delays and associated cost escalation, certain corrective measures were implemented as field conditions were encountered, allowing the City to prevent extended construction impacts, avoid the need for future roadway excavation, and reduce long-term maintenance risks; and

WHEREAS, construction of the project remains on schedule, and the adjustments implemented are expected to improve long-term roadway durability, operational reliability of utility systems, and overall protection of the City's infrastructure investment; and

WHEREAS, the additional funding for the project will be addressed under anticipated Budget Amendment #2, after the City Commission's approval, with funding to be split between the Safe Neighborhood Fund in the amount of $256,450.00 and the Water & Sewer Capital Projects Fund in the amount of $165,739.75.

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. **APPROVAL**. The City Commission of the City of Opa-Locka hereby approves Construction Change Order No. 5 - Subgrade Stabilization (NW 127th Street at Alexandria Drive) for the Cairo Lane/NW 127th Street Roadway Reconstruction Project in the amount of $126,414.00.

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

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

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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

Division Manager:	Adelina Gross			**Division Manager Signature:**	Adelina Gross	
City Manager:	Sha'mecca Lawson			**CM Signature:**		
Commission Meeting Date:	4.22.2026		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*	
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐			
Sponsor Name	City Manager		**Department:**		Capital Improvements Program	

Short Title:

A RESOLUTION OF THE CITY COMMISSION APPROVING CHANGE ORDER NO. 5 FOR THE CAIRO LANE / NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT.

Staff Summary:

The City is currently undertaking the Cairo Lane / NW 127th Street Roadway Reconstruction Project to improve roadway conditions, drainage performance, and utility infrastructure.

Additional unsuitable subgrade materials were encountered at NW 127th Street and Alexandria Drive during roadway preparation.
Similar to Change Order No. 1, these materials posed a risk to pavement performance and required removal and stabilization.

The contractor replaced the subgrade with suitable structural material to ensure roadway durability and prevent future settlement.

This work was necessary to maintain project integrity and avoid long-term failures.

Summary of Construction Change Order

- **Change Order No. 5 – Subgrade Stabilization (NW 127th Street at Alexandria Drive) Removal and replacement of unsuitable subgrade materials identified during roadway preparation to prevent future settlement and ensure long-term roadway performance.**

  Amount: $126,414.00

Importantly, a substantial portion of the costs associated with unforeseen conditions was absorbed through the project construction contingency, thereby minimizing the amount requiring Commission authorization. These types of adjustments are typical for underground infrastructure reconstruction projects where existing field conditions differ from available record information.

Construction of the project remains on schedule, and the adjustments implemented are expected to improve long-term roadway durability, operational reliability of utility systems, and overall protection of the City's infrastructure investment.

Financial Impact: This Change Order will require $126,414.00 in additional funding in the Safe Neighborhood Fund. The additional funding for the project will be addressed as part Budget Amendment #2. The total of all change orders is $422,189.75, with $256,450.00 charged to the Safe Neighborhood Fund, and $165,739.75 charged to the Water & Sewer Capital Projects Fund. Proposed Budget Amendment #2 changes will illustrate an allowance for this change order within this fund.

Proposed Action:

Staff recommends approval of the legislation.

Attachment:

Resolution No. 24-165 Accepting the Proposal from Safa Construction & Development LLC
Executed Contract with Safa Construction & Development
CIP Bi-weekly report 3-6-2026
Change Orders 1-7 Cairo Lane/NW 127th Street Project

CONSTRUCTION CHANGE ORDER

ROADWAY (44)

PROJECT NAME	**CAIRO LANE / NW 127th ST. - ROADWAY RECONSTRUCTION**		
LOCATION OF WORK	Cairo Lane / NW 127th St.	**CHANGE ORDER #.**	**CO - 5** (Subgrade Stabilization)
CONTRACT #.	2023-01-015	**RFI #.**	**16**
REQUESTING PARTY	SAFA Construction	**CONTRACTOR**	SAFA Construction
OWNER	City of Opa-locka	**ENGINEER**	300 Engineering

CHANGE REQUEST OVERVIEW

REASON FOR CHANGE	**Subgrade Stabilization - NW 127th St. at Alexandria Dr.** During roadway excavation and preparation activities at the intersection of NW 127th Street and Alexandria Drive, field conditions revealed that the existing native subgrade material was structurally unsuitable for compaction and long-term pavement support. The original construction plans anticipated stabilization of the existing soil using a 12-inch stabilized subgrade section composed of treated native material. However, field observations and compaction testing determined that the existing soils lacked the necessary structural capacity and moisture characteristics required to achieve the specified compaction and load-bearing requirements for roadway construction. In order to ensure the structural integrity and long-term performance of the reconstructed roadway, the contractor was directed to remove the unsuitable subgrade material and replace it with compacted limerock base material within the affected roadway section. This corrective measure was necessary to prevent potential future pavement settlement, structural failure, and maintenance issues, and to ensure compliance with roadway construction standards. The total cost associated with the removal of unsuitable soils and installation of stabilized limerock base is **$126,414.00.**
SUPPORT & JUSTIFICATION DOCUMENTS	**See attached.**

CHANGE IN CONTRACT PRICE

NET CHANGES OF PREVIOUS CHANGE ORDERS	$ 201,610.00	**NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS**	No impact
NET INCREASE / DECREASE	**$ 126,414.00**	**NET INCREASE / DECREASE**	No impact
TOTAL APPROVED CHANGE ORDERS	$ 328,024.00	**TOTAL CONTRACT TIME WITH APPROVED CHANGES**	No impact

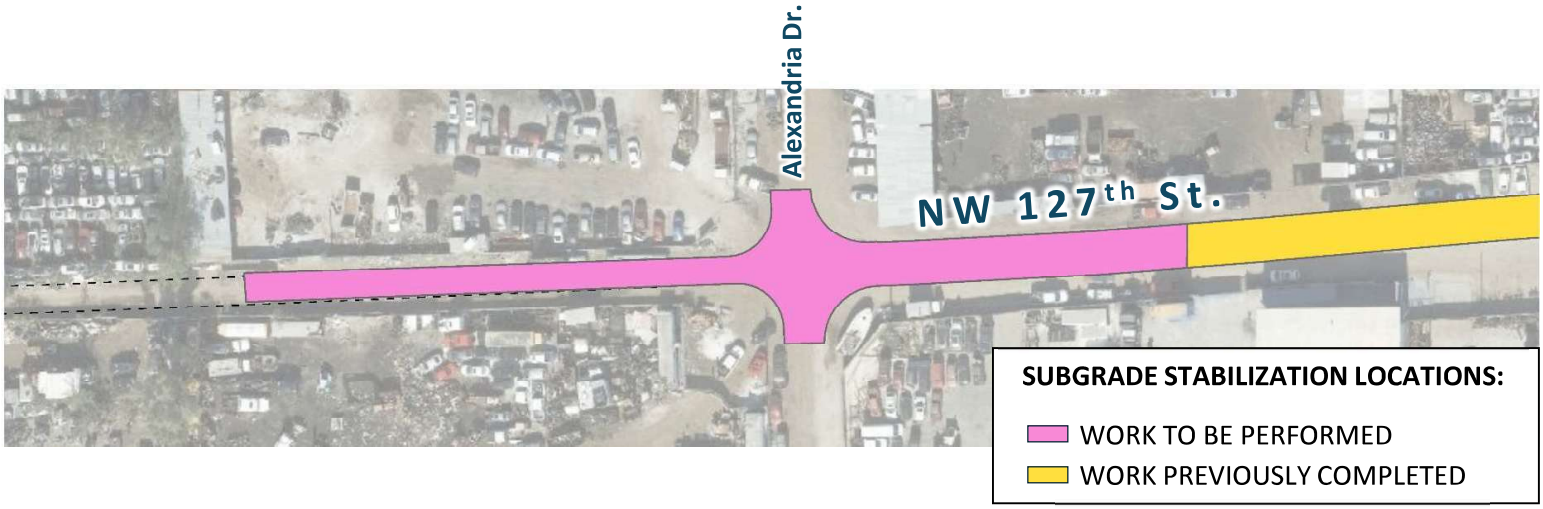
APPROVAL

SUBMITTED BY CONTRACTOR	MD Rahman *SAFA Const. President*	**APPROVED BY:**	CITY COMMISSION
		Resolution #	
DATE		**DATE**	

SUBGRADE STABILIZATION

NW 127th ST. / ALEXANDRIA DR.
(east / west)

CAIRO LANE / NW 127th ST.



Material Type	Description	Truck Count	Unit Cost Per Truck	Labor & Equipment Cost	Total Cost
Unsuitable Material Removal	Mixed Debris (wood, muck, fabric, etc.)	23	$1,250.00	$800.00	$47,629.47
	Mixed Debris (concrete, asphalt, etc.)	6	$1,500.00	$800.00	$14,573.99
Even Surface	LBR-40 (Sand)	8	$1,000.00	$300.00	$10,983.29
Base Material	Lime Rock	20	$1,200.00	$1,500.00	$53,226.73

TOTAL COST **$126,414.00**

CITY OF OPA-LOCKA

CAIRO LANE & NW 127TH STREET DRAINAGE, UTILITIES AND ROADWAY IMPROVEMENTS PROJECT SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 9th day of Dec., 2024, between:

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

and

SAFA CONSTRUCTION, LLC., a Florida Limited Liability Company, hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 CITY is in need of a CONTRACTOR to provide the services for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project.

1.2 CONTRACTOR has a strong commitment to provide the services with the necessary experience, qualifications, references, resources, approach and price proposal.

1.3 CITY issued ITB NO. 24-1114200 ("ITB"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of, November 20, 2024, the CITY evaluated CONTRACTOR to perform the services needed to conduct a Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services and at the City Commission meeting of November 20, 2024, the City Commission selected CONTRACTOR to perform the needed work.

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 ITB 24-1114200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", and the CONTRACTOR's proposal, attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in ITB 24-1114200.

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 ITB.

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 perform the services at a total cost to City of Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00) for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services.

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage (with statutory limits and Employer's Liability coverage with limits not less than One Hundred Thousand Dollars ($100,000) (Including Policy Number and Policy Period) 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 pursuant to the ITB and 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 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.

5.5 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: The Contractor shall provide and maintain performance security covering the faithful performance of the Contract including the corrections after completion and payment of all obligations arising under the Contract in the form of:

1. A performance bond of a company registered to conduct the business of a surety in the State of Florida, in the amount of one hundred percent (100%) of the Contract Price; and

2. A labor and materials payment bond of a company registered to conduct the business of a surety in the State of Florida, in the amount of one hundred percent (100%) of the Contract Price.

9.2 The performance bond and the labor and materials payment bond shall be written on a standard bond form, or on a form satisfactory to the City.

9.3 The Contractor shall provide the City with the required performance security before commencement of the Services or the Work.

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

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

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon execution of this Agreement and shall be effective for one year.

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; ITB 24-1114200, Exhibit "A", and the CONTRACTOR's Response to ITB, 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 County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

e. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054.**

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

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to 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:	Shahinur Rahman Safa Construction, LLC. 11186 SW 17th Manor Davie, FL 33324

Copy To: Registered Agent
Safa Construction, LLC.
11186 SW 17th Manor
Davie, FL 33324

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 E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through

E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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

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

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

City of Opa-Locka

ATTEST:

Joanna Flores
City Clerk

BY:

Sha'mecca Lawson
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Caroline Bell, Esq. For
Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

Aniss Nannan

BY:

MD Shahinur Rahman, Manager
Safa Construction, LLC., a Florida
Limited Liability Company

_____

ATTEST:

_____

SECRETARY

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Md Rahman as owner, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of Safa, 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 3rd day of Dec, 2024.

Ayesha Hack.
NOTARY PUBLIC

My Commission Expires:

AYESHA HACK
Notary Public - State of Florida
Commission # HH 222913
My Comm. Expires Apr 17, 2026
Bonded through National Notary Assn.

Sponsored By: Interim City Manager

RESOLUTION NO. 24-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF SAFA CONSTRUCTION, LLC FOR CAIRO LANE & NW 127TH STREET DRAINAGE, UTILITIES AND ROADWAY IMPROVEMENTS PROJECT SERVICES, PURSUANT TO ITB NO. 24-1114200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAFA CONSTRUCTION, LLC FOR SAME, IN AN AMOUNT NOT TO EXCEED FIVE MILLION, FOUR HUNDRED NINE THOUSAND, EIGHT HUNDRED SEVENTY-FOUR DOLLARS ($5,409,874.00) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 30, 2024, the City of Opa-Locka ("City") published Invitation to Bid (ITB) 24-1114200 for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services; and

WHEREAS, two (2) companies submitted proposal documents which were certified by the City Clerk on November 14, 2024;

WHEREAS, the ITB process emphasizes competitive pricing as the main criterion for selecting bidders; and

WHEREAS, after thoroughly evaluating the two bids, staff recommends Safa Construction, LLC ("Safa") for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services; and

WHEREAS, this decision was based on Safa's proven track record in executing similar projects and their submission of the lowest responsive project cost; and

WHEREAS, the invitation to bid solicitation document provided detailed specifications for the Project, highlighting the importance of quality and adherence to the Scope of Work; and

WHEREAS, Safa distinguished itself with its comprehensive approach and transparent pricing strategy; and

WHEREAS, Safa Construction, LLC has proposed Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00) for the Project and the City Commission desires to accept the proposal and further enter into an agreement with Safa Construction, LLC; and

WHEREAS, the City Commission finds that acceptance of Safa Construction, LLC proposal, , attached hereto as Exhibit "A", for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services and authorizing the Interim City Manager to enter into an agreement with Safa Construction, LLC, attached hereto as Exhibit "B", for same is in the best interest of the City of Opa-Locka and its residents.

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 proposal of Safa Construction, LLC, , attached hereto as Exhibit "A", relating to Request for Proposals (RFP) 24-1114200, for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services, and hereby authorizes the Interim City Manager, to enter into the agreement, attached hereto as Exhibit "B", in an amount not to exceed Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00).

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 20th day of November 2024.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Candice Caff, ESq. FOR

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Ervin

Seconded by: Commissioner Bass

VOTE: 5-0

Commissioner Bass	YES
Commissioner Kelley	YES
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	YES

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING CONSTRUCTION CHANGE ORDER NO. 6 FOR THE CAIRO LANE/NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City previously entered into a construction agreement with SAFA Construction for the Cairo Lane/NW 127th Street Roadway Reconstruction Project to address roadway deterioration, improve stormwater drainage performance, and enhance underground utility infrastructure serving the corridor; and

WHEREAS, During construction, the Public Works Department requested targeted operational improvements intended to enhance long-term system performance, maintenance accessibility, and protection of City infrastructure assets; and

WHEREAS, These improvements included replacement of a damaged water main gate valve exposed during excavation; and

WHEREAS, Change Order No. 6 - Water Main Gate Valve Replacement provides for replacement of a damaged 12-inch water main gate valve exposed during stormwater construction to avoid future excavation and service disruption in the amount of $9,805.75; and

WHEREAS, In order to maintain project progress and avoid significant schedule delays and associated cost escalation, certain corrective measures were implemented as field conditions were encountered, allowing the City to prevent extended construction impacts, avoid the need for future roadway excavation, and reduce long-term maintenance risks; and

WHEREAS, Construction of the project remains on schedule, and the adjustments implemented are expected to improve long-term roadway durability, operational reliability of utility systems, and overall protection of the City's infrastructure investment; and

WHEREAS, The additional funding for the project will be addressed under anticipated Budget Amendment #2, after the City Commission's approval, with funding to be split between the Safe Neighborhood Fund in the amount of $256,450.00 and the Water & Sewer Capital Projects Fund in the amount of $165,739.75.

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. APPROVAL. The City Commission of the City of Opa-Locka hereby approves Construction Change Order No. 6 - Water Main Gate Valve Replacement for the Cairo Lane/NW 127th Street Roadway Reconstruction Project in the amount of $9,805.75.

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

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

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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

Division Manager:	Adelina Gross			**Division Manager Signature:**			
City Manager:	Sha'mecca Lawson			**CM Signature:**			
Commission Meeting Date:	4.22.2026		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		Capital Improvements Program		

Short Title:

A RESOLUTION OF THE CITY COMMISSION APPROVING CHANGE ORDER NO. 6 FOR THE CAIRO LANE / NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT.

Staff Summary:

The City is currently undertaking the Cairo Lane / NW 127th Street Roadway Reconstruction Project to improve roadway conditions, drainage performance, and utility infrastructure.

During stormwater construction, a **damaged 12-inch water main gate valve** was exposed.
Given its condition and accessibility during excavation, immediate replacement was determined to be the most cost-effective approach.
Deferring this repair would have required future excavation, increased costs, and potential service disruption.
This change ensures system reliability and avoids future emergency work.

Summary of Construction Change Order

- **Change Order No. 6 – Water Main Gate Valve Replacement**
  of a damaged 12-inch water main gate valve exposed during stormwater construction to avoid future excavation and service disruption.
  Amount: $9,805.75

Importantly, a substantial portion of the costs associated with unforeseen conditions was absorbed through the project construction contingency, thereby minimizing the amount requiring Commission authorization. These types of adjustments are typical for underground infrastructure reconstruction projects where existing field conditions differ from available record information.

Construction of the project remains on schedule, and the adjustments implemented are expected to improve long-term roadway durability, operational reliability of utility systems, and overall protection of the City's infrastructure investment.

Financial Impact: This Change Order will require $9,805.75 in additional funding in the Water & Sewer Capital Projects Fund. The additional funding for the project will be addressed as part Budget Amendment #2. The total of all change orders is $422,189.75, with $256,450.00 charged to the Safe Neighborhood Fund, and $165,739.75 charged to the Water & Sewer Capital Projects Fund. Proposed Budget Amendment #2 changes will illustrate an allowance for this change order within this fund.

Proposed Action:

Staff recommends approval of the legislation.

Attachment:

Resolution No. 24-165 Accepting the Proposal from Safa Construction & Development LLC
Executed Contract with Safa Construction & Development
CIP Bi-weekly report 3-6-2026
Change Orders 1-7 Cairo Lane/NW 127th Street Project

CONSTRUCTION CHANGE ORDER

WATER & SEWER (86)

PROJECT NAME	**CAIRO LANE / NW 127th ST. - ROADWAY RECONSTRUCTION**		
LOCATION OF WORK	Cairo Lane / NW 127th St.	**CHANGE ORDER #.**	**CO - 6** (WM 12" Gate Valve)
CONTRACT #.	2023-01-015	**RFI #.**	**18**
REQUESTING PARTY	SAFA Construction	**CONTRACTOR**	SAFA Construction
OWNER	City of Opa-locka	**ENGINEER**	300 Engineering

CHANGE REQUEST OVERVIEW

REASON FOR CHANGE	**Water Main 12" Gate Valve Replacement.** While installing stormwater infrastructure at the intersection of Alexandria Drive and NW 127th Street, the contractor exposed an existing 12-inch water main gate valve. Inspection revealed the thrust nut was damaged, which would have compromised the operability of the valve and future maintenance access. Because the valve was already exposed during construction, replacing it at this time represents the most cost-effective approach, preventing the need for future roadway excavation.
SUPPORT & JUSTIFICATION DOCUMENTS	**See attached.**

CHANGE IN CONTRACT PRICE

NET CHANGES OF PREVIOUS CHANGE ORDERS	$ 328,024.00	**NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS**	No impact
NET INCREASE / DECREASE	**$ 9,805.75**	**NET INCREASE / DECREASE**	No impact
TOTAL APPROVED CHANGE ORDERS	$ 337,829.75	**TOTAL CONTRACT TIME WITH APPROVED CHANGES**	No impact

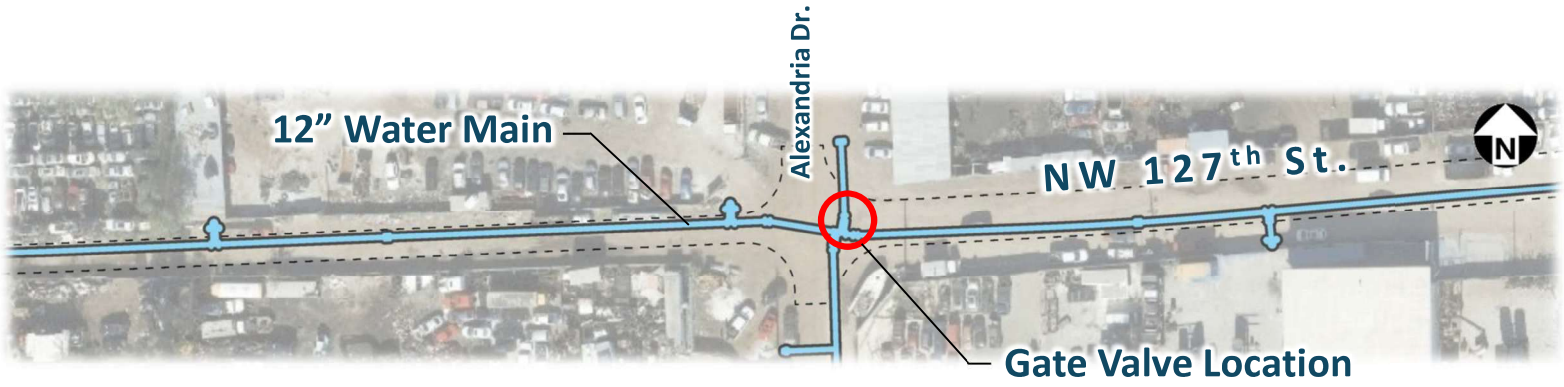
APPROVAL

SUBMITTED BY CONTRACTOR	MD Rahman *SAFA Const. President*	**APPROVED BY:**	CITY COMMISSION
		Resolution #	
DATE		**DATE**	

12” WATER MAIN GATE VALVE REPLACEMENT at ALEXANDRIA Dr. / NW 127th St.

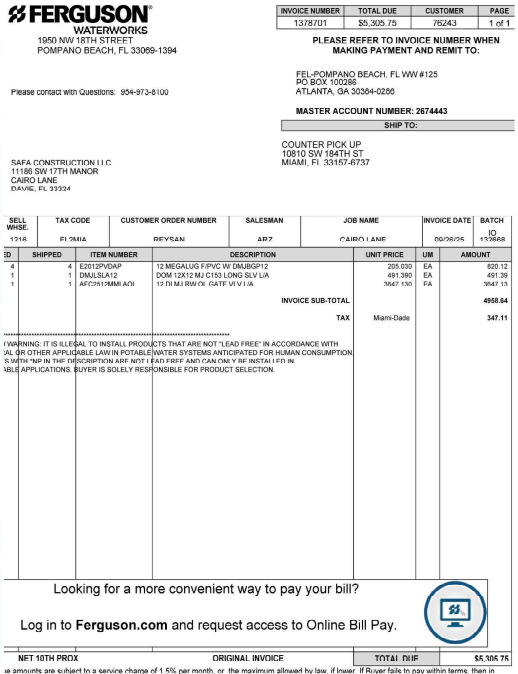
CAIRO LANE / NW 127th ST.

SAFA CONSTRUCTION, LLC



Damaged Thrust Nut

New Gate Valve



FERGUSON WATERWORKS
1950 NW 18TH STREET
POMPANO BEACH, FL 33069-1394

Please contact with Questions: 954-973-8100

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1378701	$5,305.75	76243	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-POMPANO BEACH, FL WW #125
PO BOX 100286
ATLANTA, GA 30384-0286

MASTER ACCOUNT NUMBER: 2674443

SHIP TO:

COUNTER PICK UP
10810 SW 184TH ST
MIAMI, FL 33157-6737

SAFA CONSTRUCTION LLC
11186 SW 17TH MANOR
CAIRO LANE
DAVIE, FL 33324

SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1316	FL2MIA	REYSAN	AR2	CAIRO LANE	06/26/25	ID 153868

ID	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
4	4	E2012PVDAP	12 MEGALUG F/PVC W/ DMJBGP12	205.030	EA	820.12
1	1	DMJLSLA12	DOM 12X12 MJ C153 LONG SLV L/A	491.390	EA	491.39
1	1	AFC2512MMI-ACI	12 DI MJ RW OS GATE W/ V L/A	3647.130	EA	3647.13
			INVOICE SUB-TOTAL			4958.64
			TAX Miami-Dade			347.11

WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH AL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. S WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN ABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

NET 10TH PROX ORIGINAL INVOICE TOTAL DUE $5,305.75

e amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available est or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

Gate Valve Invoice

Item	Unit Cost	Material, Labor & Equipment Cost	Total Cost
12” Gate Valve	$5,305.75	$ 4,500.00	**$9,805.75**

CITY OF OPA-LOCKA

CAIRO LANE & NW 127TH STREET DRAINAGE, UTILITIES AND ROADWAY IMPROVEMENTS PROJECT SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 9th day of Dec., 2024, between:

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

and

SAFA CONSTRUCTION, LLC., a Florida Limited Liability Company, hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 CITY is in need of a CONTRACTOR to provide the services for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project.

1.2 CONTRACTOR has a strong commitment to provide the services with the necessary experience, qualifications, references, resources, approach and price proposal.

1.3 CITY issued ITB NO. 24-1114200 ("ITB"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of, November 20, 2024, the CITY evaluated CONTRACTOR to perform the services needed to conduct a Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services and at the City Commission meeting of November 20, 2024, the City Commission selected CONTRACTOR to perform the needed work.

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 ITB 24-1114200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", and the CONTRACTOR's proposal, attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in ITB 24-1114200.

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 ITB.

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 perform the services at a total cost to City of Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00) for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services.

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage (with statutory limits and Employer's Liability coverage with limits not less than One Hundred Thousand Dollars ($100,000) (Including Policy Number and Policy Period) 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 pursuant to the ITB and 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 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.

5.5 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: The Contractor shall provide and maintain performance security covering the faithful performance of the Contract including the corrections after completion and payment of all obligations arising under the Contract in the form of:

1. A performance bond of a company registered to conduct the business of a surety in the State of Florida, in the amount of one hundred percent (100%) of the Contract Price; and

2. A labor and materials payment bond of a company registered to conduct the business of a surety in the State of Florida, in the amount of one hundred percent (100%) of the Contract Price.

9.2 The performance bond and the labor and materials payment bond shall be written on a standard bond form, or on a form satisfactory to the City.

9.3 The Contractor shall provide the City with the required performance security before commencement of the Services or the Work.

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

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

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon execution of this Agreement and shall be effective for one year.

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; ITB 24-1114200, Exhibit "A", and the CONTRACTOR's Response to ITB, 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 County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

e. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054.**

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

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to 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:	Shahinur Rahman Safa Construction, LLC. 11186 SW 17th Manor Davie, FL 33324

Copy To: Registered Agent
Safa Construction, LLC.
11186 SW 17th Manor
Davie, FL 33324

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 E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through

E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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

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

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

City of Opa-Locka

ATTEST:

Joanna Flores
City Clerk

BY:

Sha'mecca Lawson
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Caroline Bell, Esq. For
Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

Aniss Nannan

BY:

MD Shahinur Rahman, Manager
Safa Construction, LLC., a Florida
Limited Liability Company

_____

ATTEST:

_____

SECRETARY

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Md Rahman as owner, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of Safa, 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 3rd day of Dec, 2024.

Ayesha Hack.
NOTARY PUBLIC

My Commission Expires:

AYESHA HACK
Notary Public - State of Florida
Commission # HH 222913
My Comm. Expires Apr 17, 2026
Bonded through National Notary Assn.

Sponsored By: Interim City Manager

RESOLUTION NO. 24-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF SAFA CONSTRUCTION, LLC FOR CAIRO LANE & NW 127TH STREET DRAINAGE, UTILITIES AND ROADWAY IMPROVEMENTS PROJECT SERVICES, PURSUANT TO ITB NO. 24-1114200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAFA CONSTRUCTION, LLC FOR SAME, IN AN AMOUNT NOT TO EXCEED FIVE MILLION, FOUR HUNDRED NINE THOUSAND, EIGHT HUNDRED SEVENTY-FOUR DOLLARS ($5,409,874.00) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 30, 2024, the City of Opa-Locka ("City") published Invitation to Bid (ITB) 24-1114200 for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services; and

WHEREAS, two (2) companies submitted proposal documents which were certified by the City Clerk on November 14, 2024;

WHEREAS, the ITB process emphasizes competitive pricing as the main criterion for selecting bidders; and

WHEREAS, after thoroughly evaluating the two bids, staff recommends Safa Construction, LLC ("Safa") for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services; and

WHEREAS, this decision was based on Safa's proven track record in executing similar projects and their submission of the lowest responsive project cost; and

WHEREAS, the invitation to bid solicitation document provided detailed specifications for the Project, highlighting the importance of quality and adherence to the Scope of Work; and

WHEREAS, Safa distinguished itself with its comprehensive approach and transparent pricing strategy; and

WHEREAS, Safa Construction, LLC has proposed Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00) for the Project and the City Commission desires to accept the proposal and further enter into an agreement with Safa Construction, LLC; and

WHEREAS, the City Commission finds that acceptance of Safa Construction, LLC proposal, , attached hereto as Exhibit "A", for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services and authorizing the Interim City Manager to enter into an agreement with Safa Construction, LLC, attached hereto as Exhibit "B", for same is in the best interest of the City of Opa-Locka and its residents.

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 proposal of Safa Construction, LLC, , attached hereto as Exhibit "A", relating to Request for Proposals (RFP) 24-1114200, for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services, and hereby authorizes the Interim City Manager, to enter into the agreement, attached hereto as Exhibit "B", in an amount not to exceed Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00).

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 20th day of November 2024.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Candice Caff, ESq. FOR

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Ervin

Seconded by: Commissioner Bass

VOTE: 5-0

Commissioner Bass	YES
Commissioner Kelley	YES
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	YES

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING CONSTRUCTION CHANGE ORDER NO. 7 FOR THE CAIRO LANE/NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City previously entered into a construction agreement with SAFA Construction for the Cairo Lane/NW 127th Street Roadway Reconstruction Project to address roadway deterioration, improve stormwater drainage performance, and enhance underground utility infrastructure serving the corridor; and

WHEREAS, during construction, the Public Works Department requested targeted operational improvements intended to enhance long-term system performance, maintenance accessibility, and protection of City infrastructure assets; and

WHEREAS, these improvements included asphalt and soil stabilization improvements at intersections and commercial access points to prevent roadway edge deterioration caused by truck turning movements; and

WHEREAS, hange Order No. 7 - Asphalt and Soil Stabilization at Intersections and Commercial Access Points provides for targeted asphalt paving and soil stabilization improvements to address truck turning movements beyond roadway limits and prevent roadway edge deterioration in the amount of $84,360.00; and

WHEREAS, in order to maintain project progress and avoid significant schedule delays and associated cost escalation, certain corrective measures were implemented as field conditions were encountered, allowing the City to prevent extended construction impacts, avoid the need for future roadway excavation, and reduce long-term maintenance risks; and

WHEREAS, construction of the project remains on schedule, and the adjustments implemented are expected to improve long-term roadway durability, operational reliability of utility systems, and overall protection of the City's infrastructure investment; and

WHEREAS, the additional funding for the project will be addressed under Budget Amendment #2 after the City Commission's approval, with funding to be split between the Safe Neighborhood Fund in the amount of $256,450.00 and the Water & Sewer Capital Projects Fund in the amount of $165,739.75.

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. APPROVAL. The City Commission of the City of Opa-Locka hereby approves Construction Change Order No. 7 - Asphalt and Soil Stabilization at Intersections and Commercial Access Points for the Cairo Lane/NW 127th Street Roadway Reconstruction Project in the amount of $84,360.00.

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

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

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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

Division Manager:	Adelina Gross			**Division Manager Signature:**			
City Manager:	Sha'mecca Lawson			**CM Signature:**			
Commission Meeting Date:	4.22.2026		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		Capital Improvements Program		

Short Title:

A RESOLUTION OF THE CITY COMMISSION APPROVING CHANGE ORDER NO. 7 FOR THE CAIRO LANE / NW 127TH STREET ROADWAY RECONSTRUCTION PROJECT.

Staff Summary:

The City is currently undertaking the Cairo Lane / NW 127th Street Roadway Reconstruction Project to improve roadway conditions, drainage performance, and utility infrastructure.

Field observations identified deterioration at intersections and commercial access points due to heavy truck turning movements extending beyond pavement limits.
To address this, targeted improvements were implemented including:

- Asphalt reinforcement
- Soil stabilization

These enhancements prevent edge failure, improve roadway longevity, and reduce future maintenance needs. This scope ensures the project performs under real-world traffic conditions.

Summary of Construction Change Order

- **Change Order No. 7 – Asphalt and Soil Stabilization at Intersections and Commercial Access Points**
  Targeted asphalt paving and soil stabilization improvements to address truck turning movements beyond roadway limits and prevent roadway edge deterioration.
  Amount: $84,360.00

Importantly, a substantial portion of the costs associated with unforeseen conditions was absorbed through the project construction contingency, thereby minimizing the amount requiring Commission authorization. These types of adjustments are typical for underground infrastructure reconstruction projects where existing field conditions differ from available record information.

Construction of the project remains on schedule, and the adjustments implemented are expected to improve long-term roadway durability, operational reliability of utility systems, and overall protection of the City's infrastructure investment.

Financial Impact: This Change Order will require $84,360.00 in additional funding in the Safe Neighborhood Fund. The additional funding for the project will be addressed as part Budget Amendment #2. The total of all change orders is $422,189.75, with $256,450.00 charged to the Safe Neighborhood Fund, and $165,739.75 charged to the Water & Sewer Capital Projects Fund. Proposed Budget Amendment #2 changes will illustrate an allowance for this change order within this fund.

Proposed Action:

Staff recommends approval of the legislation.

Attachment:

Resolution No. 24-165 Accepting the Proposal from Safa Construction & Development LLC
Executed Contract with Safa Construction & Development
CIP Bi-weekly report 3-6-2026
Change Orders 1-7 Cairo Lane/NW 127th Street Project

CONSTRUCTION CHANGE ORDER

ROADWAY (44)

PROJECT NAME	**CAIRO LANE / NW 127th ST. - ROADWAY RECONSTRUCTION**		
LOCATION OF WORK	Cairo Lane / NW 127th St.	**CHANGE ORDER #.**	**CO - 7** (Asphalt & Soil Stabilization of Unpaved Areas)
CONTRACT #.	2023-01-015	**RFI #.**	**19**
REQUESTING PARTY	SAFA Construction	**CONTRACTOR**	SAFA Construction
OWNER	City of Opa-locka	**ENGINEER**	300 Engineering

CHANGE REQUEST OVERVIEW

REASON FOR CHANGE	**Asphalt & Soil Stabilization of Unpaved Areas.** Field observations identified that large trucks and commercial delivery vehicles were routinely traveling beyond the paved roadway at certain intersections and business access points due to wide turning radii. To prevent roadway edge deterioration and improve traffic operations, the City authorized: • Asphalt paving in areas subject to truck overrun • Compaction and stabilization of adjacent shoulder areas This improvement enhances roadway durability, safety, and maintenance efficiency.
SUPPORT & JUSTIFICATION DOCUMENTS	**See attached.**

CHANGE IN CONTRACT PRICE

NET CHANGES OF PREVIOUS CHANGE ORDERS	$ 337,829.75	**NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS**	No impact
NET INCREASE / DECREASE	**$ 84,360.00**	**NET INCREASE / DECREASE**	No impact
TOTAL APPROVED CHANGE ORDERS	$ 422,189.75	**TOTAL CONTRACT TIME WITH APPROVED CHANGES**	No impact

APPROVAL

SUBMITTED BY CONTRACTOR	MD Rahman *SAFA Const. President*	**APPROVED BY:**	CITY COMMISSION
		Resolution #	
DATE		**DATE**	

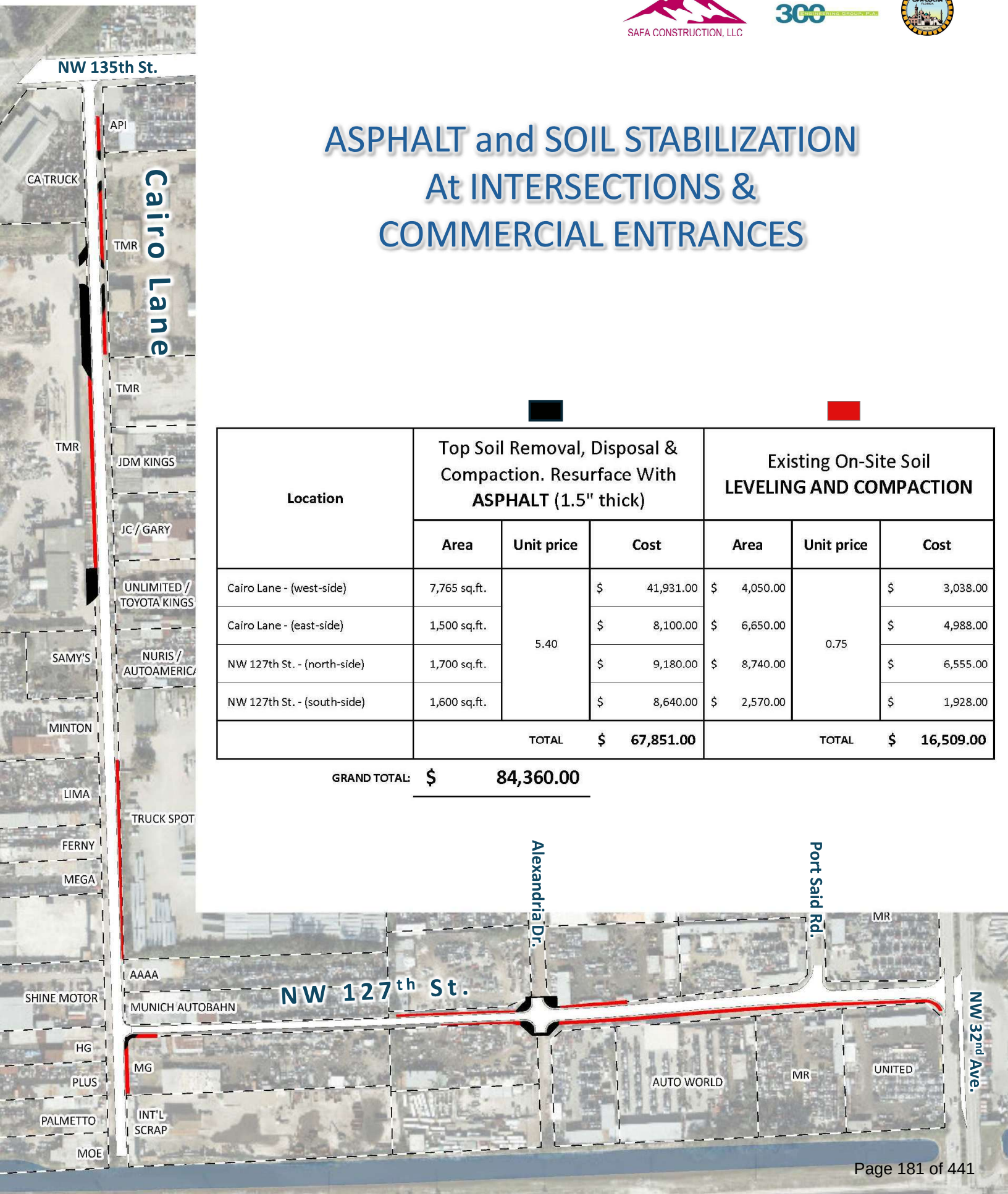
CAIRO LANE / NW 127th ST.

SAFA CONSTRUCTION, LLC

ASPHALT and SOIL STABILIZATION At INTERSECTIONS & COMMERCIAL ENTRANCES

Location	Top Soil Removal, Disposal & Compaction. Resurface With **ASPHALT** (1.5" thick)			Existing On-Site Soil **LEVELING AND COMPACTION**		
	Area	**Unit price**	**Cost**	**Area**	**Unit price**	**Cost**
Cairo Lane - (west-side)	7,765 sq.ft.	5.40	$ 41,931.00	$ 4,050.00	0.75	$ 3,038.00
Cairo Lane - (east-side)	1,500 sq.ft.		$ 8,100.00	$ 6,650.00		$ 4,988.00
NW 127th St. - (north-side)	1,700 sq.ft.		$ 9,180.00	$ 8,740.00		$ 6,555.00
NW 127th St. - (south-side)	1,600 sq.ft.		$ 8,640.00	$ 2,570.00		$ 1,928.00
		TOTAL	**$ 67,851.00**		**TOTAL**	**$ 16,509.00**

GRAND TOTAL: $ 84,360.00



CITY OF OPA-LOCKA

CAIRO LANE & NW 127TH STREET DRAINAGE, UTILITIES AND ROADWAY IMPROVEMENTS PROJECT SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 9th day of Dec., 2024, between:

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

and

SAFA CONSTRUCTION, LLC., a Florida Limited Liability Company, hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 CITY is in need of a CONTRACTOR to provide the services for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project.

1.2 CONTRACTOR has a strong commitment to provide the services with the necessary experience, qualifications, references, resources, approach and price proposal.

1.3 CITY issued ITB NO. 24-1114200 ("ITB"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of, November 20, 2024, the CITY evaluated CONTRACTOR to perform the services needed to conduct a Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services and at the City Commission meeting of November 20, 2024, the City Commission selected CONTRACTOR to perform the needed work.

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 ITB 24-1114200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", and the CONTRACTOR's proposal, attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in ITB 24-1114200.

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 ITB.

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 perform the services at a total cost to City of Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00) for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services.

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage (with statutory limits and Employer's Liability coverage with limits not less than One Hundred Thousand Dollars ($100,000) (Including Policy Number and Policy Period) 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 pursuant to the ITB and 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 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.

5.5 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: The Contractor shall provide and maintain performance security covering the faithful performance of the Contract including the corrections after completion and payment of all obligations arising under the Contract in the form of:

1. A performance bond of a company registered to conduct the business of a surety in the State of Florida, in the amount of one hundred percent (100%) of the Contract Price; and

2. A labor and materials payment bond of a company registered to conduct the business of a surety in the State of Florida, in the amount of one hundred percent (100%) of the Contract Price.

9.2 The performance bond and the labor and materials payment bond shall be written on a standard bond form, or on a form satisfactory to the City.

9.3 The Contractor shall provide the City with the required performance security before commencement of the Services or the Work.

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

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

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon execution of this Agreement and shall be effective for one year.

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; ITB 24-1114200, Exhibit "A", and the CONTRACTOR's Response to ITB, 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 County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

e. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054.**

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

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to 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:	Shahinur Rahman Safa Construction, LLC. 11186 SW 17th Manor Davie, FL 33324

Copy To: Registered Agent
Safa Construction, LLC.
11186 SW 17th Manor
Davie, FL 33324

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 E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through

E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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

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

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

City of Opa-Locka

ATTEST:

Joanna Flores
City Clerk

BY:

Sha'mecca Lawson
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Caroline Bell, Esq. For
Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

Aniss Nannan

BY:

MD Shahinur Rahman, Manager
Safa Construction, LLC., a Florida
Limited Liability Company

_____

ATTEST:

_____
SECRETARY

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Md Rahman as owner, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of Safa, 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 3rd day of Dec, 2024.

Ayesha Hack.
NOTARY PUBLIC

My Commission Expires:

AYESHA HACK
Notary Public - State of Florida
Commission # HH 222913
My Comm. Expires Apr 17, 2026
Bonded through National Notary Assn.

Sponsored By: Interim City Manager

RESOLUTION NO. 24-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF SAFA CONSTRUCTION, LLC FOR CAIRO LANE & NW 127TH STREET DRAINAGE, UTILITIES AND ROADWAY IMPROVEMENTS PROJECT SERVICES, PURSUANT TO ITB NO. 24-1114200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAFA CONSTRUCTION, LLC FOR SAME, IN AN AMOUNT NOT TO EXCEED FIVE MILLION, FOUR HUNDRED NINE THOUSAND, EIGHT HUNDRED SEVENTY-FOUR DOLLARS ($5,409,874.00) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 30, 2024, the City of Opa-Locka ("City") published Invitation to Bid (ITB) 24-1114200 for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services; and

WHEREAS, two (2) companies submitted proposal documents which were certified by the City Clerk on November 14, 2024;

WHEREAS, the ITB process emphasizes competitive pricing as the main criterion for selecting bidders; and

WHEREAS, after thoroughly evaluating the two bids, staff recommends Safa Construction, LLC ("Safa") for the Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services; and

WHEREAS, this decision was based on Safa's proven track record in executing similar projects and their submission of the lowest responsive project cost; and

WHEREAS, the invitation to bid solicitation document provided detailed specifications for the Project, highlighting the importance of quality and adherence to the Scope of Work; and

WHEREAS, Safa distinguished itself with its comprehensive approach and transparent pricing strategy; and

WHEREAS, Safa Construction, LLC has proposed Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00) for the Project and the City Commission desires to accept the proposal and further enter into an agreement with Safa Construction, LLC; and

WHEREAS, the City Commission finds that acceptance of Safa Construction, LLC proposal, , attached hereto as Exhibit "A", for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services and authorizing the Interim City Manager to enter into an agreement with Safa Construction, LLC, attached hereto as Exhibit "B", for same is in the best interest of the City of Opa-Locka and its residents.

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 proposal of Safa Construction, LLC, , attached hereto as Exhibit "A", relating to Request for Proposals (RFP) 24-1114200, for Cairo Lane & NW 127th Street Drainage, Utilities and Roadway Improvements Project Services, and hereby authorizes the Interim City Manager, to enter into the agreement, attached hereto as Exhibit "B", in an amount not to exceed Five Million, Four Hundred Nine Thousand, Eight Hundred Seventy-Four Dollars ($5,409,874.00).

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 20th day of November 2024.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Candice Caff, ESq. FOR

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Ervin

Seconded by: Commissioner Bass

VOTE: 5-0

Commissioner Bass	YES
Commissioner Kelley	YES
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	YES

Sponsored by: Mayor Taylor

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS TO EXPAND THE CITY'S CANAL MAINTENANCE INITIATIVES TO INCLUDE PINE TREE LAKE; FURTHER DIRECTING THE CITY MANAGER TO DEVELOP AND IMPLEMENT A MAINTENANCE AND AFTERCARE PLAN TO ENSURE THE LONG-TERM CLEANLINESS AND PRESERVATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission of the City of Opa-Locka is committed to protecting and enhancing the City's natural resources, waterways, and environmental quality; and

WHEREAS, Pine Tree Lake is a small, HOA established neighborhood in Opa-Locka, Florida, known for its mid-century homes and low-density housing; and

WHEREAS, Pine Tree Lake is situated within a private residential development consisting of forty-six single-family homes. This body of water is not part of the City of Opa-locka's canal system. Although the community previously operated under a homeowner's association (HOA), that entity has since been dissolved; and

WHEREAS, should the City elect to proceed with assuming maintenance responsibilities for the lake, such maintenance would be coordinated through the Miami-Dade County Parks Department's Lake Management program. Given that Pine Tree Lake is not hydraulically connected to the City's canal system, the South Florida Water Management District does not have jurisdiction or a vested regulatory interest in its maintenance; and

WHEREAS, Pine Tree Lake is a vital local waterway that requires regular maintenance and environmental stewardship to prevent pollution, debris accumulation, and ecological degradation; and

WHEREAS, recognizing the need for canal clean-up of Pine Tree Lake, the City desires to expand the City's maintenance initiatives to include Pine Tree Lake in furtherance of its desire for improved water quality, aesthetics, and public health within the community; and

WHEREAS, expanding the City's canal maintenance initiatives to include Pine Tree Lake will further promote environmental sustainability, flood mitigation, and community pride; and

WHEREAS, the City Commission directs the City Manager to implement a maintenance and aftercare plan to ensure the long-term cleanliness and preservation of the Pine Lake canal; and

WHEREAS, The City Commission finds that it is in the best interest of the City and its residents to expand the City canal maintenance initiative for Pine Tree Lake and develop and implement a maintenance and aftercare plan.

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 take all necessary steps to expand the City's canal maintenance initiatives to include Pine Tree Lake, and further direct the City Manager to develop and implement a maintenance and aftercare plan for long-term cleanliness and preservation.

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

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

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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:	4.22.2026		**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** / **No**
						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		
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	Mayor Taylor		**Department:**		City Commission		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA DIRECTING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS TO EXPAND THE CITY'S CANAL CLEAN-UP INITIATIVE TO INCLUDE PINE TREE LAKE; FURTHER DIRECTING THE CITY MANAGER TO DEVELOP AND IMPLEMENT A MAINTENANCE AND AFTERCARE PLAN TO ENSURE THE LONG-TERM CLEANLINESS AND PRESERVATION.

Staff Summary:

The Mayor and City Commission is committed to protecting and enhancing the City's natural resources, waterways, and environmental quality. A canal clean-up initiative has contributed to improved water quality, aesthetics, and public health within the community. Pine Tree Lake is a vital local waterway that requires regular maintenance and environmental stewardship to prevent pollution, debris accumulation, and ecological degradation. A one-time restoration of Pine Tree Lake will further promote environmental sustainability, flood mitigation, and community pride. Thereafter, all clean ups will be administered through a Special Taxing District. Pine Tree Lake is situated within a private residential development consisting of forty-six single-family homes. Although the community previously operated under a homeowner's association (HOA), that entity has since been dissolved. Should the City elect to proceed with assuming maintenance responsibilities for the lake, such maintenance would be coordinated through the Miami-Dade County Parks Department's Lake Management program. Given that Pine Tree Lake is not hydraulically connected to the City's canal system, the South Florida Water Management District does not have jurisdiction or a vested regulatory interest in its maintenance.

Financial Impact – There is no fiscal impact with the approval of this legislation. However, this will lead to additional expenses in future budgets depending on the plan(s) implemented.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Sponsored by: Mayor Taylor

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REVIEW AND IDENTIFY OPPORTUNITIES TO DECREASE THE MILLAGE RATE DURING THE PREPARATION OF THE FISCAL YEAR 2026-2027 BUDGET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka is committed to maintaining fiscal responsibility while ensuring the continued delivery of high-quality municipal services; and

WHEREAS, the City Commission recognizes the importance of reducing the tax burden on taxpayers without compromising essential services or long-term financial stability; and

WHEREAS, during the preparation process for the Fiscal Year 2026-2027 budget, the City Manager shall be directed to explore viable opportunities to decrease the millage rate, where feasible, while maintaining the City's service levels, fiscal health, and reserve requirements; and

WHEREAS, any reduction in millage will negatively impact revenues; Fiscal Year 2025-2026 Ad Valorem Tax revenues represent sixty-six percent (66%) of the City's overall funding, and of the City's four major sources of revenue—Ad Valorem Tax, Franchise Fees, Fines and Forfeitures, and License/Permits—Ad Valorem Taxes account for seventy-two percent (72%) of receipts; therefore, a future reduction in millage for the City of Opa-Locka will mandate a reduction or elimination of expenditures, whether operating cost or capital projects, to offset the unreceived future revenues; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to direct the City Manager to explore viable opportunities during the preparation of the Fiscal Year 2026-2027 budget to decrease the millage rate.

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 review and identify opportunities to decrease the millage rate during the preparation of the Fiscal Year 2026-2027 budget, where feasible, while maintaining the City's service levels, fiscal health, and reserve requirements.

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

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

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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:	4.22.2026		**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			
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					X			
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		Bus. & Economic Development Qual. of Life & City Image			
Sponsor Name	Mayor Taylor		**Department:**		City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REVIEW AND IDENTIFY OPPORTUNITIES TO DECREASE THE MILLAGE RATE DURING THE PREPARATION OF THE FISCAL YEAR 2026–2027 BUDGET.

Staff Summary:

The City Commission is committed to maintaining fiscal responsibility while ensuring the continued delivery of high-quality municipal services. The sponsor recognizes the importance of reducing the tax burden on taxpayers without compromising essential services or long-term financial stability. During the preparation process for the FY2026-2027 budget the City Manager shall be directed to explore viable opportunities to decrease the millage rate, where feasible, while maintaining the City's service levels, fiscal health, and reserve requirements.

Financial Impact:

Financial Impact- Any reduction in millage will negatively impact revenues. For example, FY26 Ad Valorem Tax revenues represent 66% of the City's overall funding. There are four major sources of revenues. They are, in order of most significance, Ad Valorem Tax, Franchise Fees, Fines and Forfeitures and License/Permits. Of these four sources of revenue, Ad Valorem Taxes accounts for 72% of receipts. Therefore, a future reduction in millage for the City of Opa-locka will mandate a reduction or elimination of expenditures (Operating Cost or Capital Projects) to offset the unreceived future revenues.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Sponsored by: Mayor Taylor

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS FOR THE CITY OF OPA-LOCKA TO BECOME A CERTIFIED AUTISM CITY; FURTHER PROVIDING FOR STAFF TRAINING, COMMUNITY AWARENESS, AND INCLUSIVE PRACTICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka is committed to fostering an inclusive, accessible, and supportive environment for all residents, including individuals with autism spectrum disorder and other sensory sensitivities; and

WHEREAS, autism spectrum disorder affects individuals and families across all communities, and creating autism-friendly environments enhances quality of life, public safety, and civic participation; and

WHEREAS, becoming a Certified Autism City demonstrates the City's dedication to inclusivity through staff training, public education, and the adoption of sensory-friendly and accessible practices; and

WHEREAS, there is no fiscal impact with the approval of this legislation; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to direct the City Manager to take all necessary steps for the City of Opa-Locka to become a Certified Autism City, including staff training, community awareness, and inclusive practices.

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 take all necessary steps for the City of Opa-Locka to become a Certified Autism City, including staff training, community awareness, and inclusive practices.

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

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

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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:	4.22.2026		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
					X		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	Mayor Taylor		**Department:**		City Commission		

Short Title:

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, DIRECTING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS FOR THE CITY OF OPA-LOCKA TO BECOME A CERTIFIED AUTISM CITY; FURTHER PROVIDING FOR STAFF TRAINING, COMMUNITY AWARENESS, AND INCLUSIVE PRACTICES; PROVIDING FOR IMPLEMENTATION.

Staff Summary:

The City Commission of the City of Opa-locka is committed to fostering an inclusive, accessible, and supportive environment for all residents, including individuals with autism spectrum disorder and other sensory sensitivities. Autism spectrum disorder affects individuals and families across all communities, and creating autism-friendly environments enhances quality of life, public safety, and civic participation. Becoming a Certified Autism City demonstrates the City's dedication to inclusivity through staff training, public education, and the adoption of sensory-friendly and accessible practices.

Financial Impact- There is no fiscal impact with the approval of this legislation.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Sponsored by: Vice Mayor Kelley

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO ESTABLISH A PROCESS FOR THE COLLECTION, TRACKING, AND ALLOCATION OF IMPACT FEES, AND TO PROVIDE A TIMELINE FOR DISTRIBUTION TO ALL DESIGNATED CITY DEPARTMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, whenever a new development is being constructed within City of Opa-Locka city limits, impact fees are collected by the City to support infrastructure and public service needs associated with growth and development; and

WHEREAS, it is essential to ensure transparency, accountability, and proper allocation of such funds for their intended purposes; and

WHEREAS, the City Commission desires to establish a process for the collection, tracking and allocation of impact fees. Additionally, the City Commission desires to direct the City Manager to maintain and provide a timeline for the distribution of impact fees to all designated city departments; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to direct the City Manager to establish a process for the collection, tracking, and allocation of impact fees, and to further provide a timeline for distribution to designated departments.

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 establish a process for the collection, tracking, and allocation of impact fees, and to provide a timeline for distribution of impact fees to all designated city departments.

SECTION 3. SCRIVENER'S ERRORS. Sections of this Resolution may be renumbered or

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

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

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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:	4.22.2026		**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** / **No**
						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		
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	Vice Mayor Kelley		**Department:**		City Commission		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA DIRECTING THE CITY MANAGER TO ESTABLISH A PROCESS FOR THE COLLECTION, TRACKING, AND ALLOCATION OF IMPACT FEES, AND TO PROVIDE A TIMELINE FOR THEIR DISTRIBUTION TO DESIGNATED DEPARTMENTS.

Staff Summary:

When new development is being constructed within city limits, impact fees are collected by the City to support infrastructure and public service needs associated with growth and development. It is essential to ensure transparency, accountability, and proper allocation of such funds to their intended purposes. Therefore, the City Manager shall be directed to develop and implement a standardized process for the collection, monitoring, allocation and compliance of all impact fees collected by the City.

Financial Impact – There is no fiscal impact to adopt this legislation.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Sponsored by: Vice Mayor Kelley

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO INSTALL ALLIGATOR WARNING SIGNAGE THROUGHOUT ALL CITY CANALS AND WATERWAYS, AS DEEMED NECESSARY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City of Opa-Locka ("City") contains numerous canals and waterways that may serve as natural habitats for alligators; and

WHEREAS, in late March, there was an alligator sighting in the Burlington Street Canal; and

WHEREAS, these reptiles pose a significant danger to the patrons and animals that frequent the area; and

WHEREAS, to ensure the community is adequately informed, the City Commission desires to install warning signage throughout the City. This preventative measure will aid in protecting the residents and create awareness near the City's canal and waterways; and

WHEREAS, the City Commission finds that it is in the best interest of the City of Opa-Locka and its residents to direct the City Manager to install alligator warning signage throughout all City canals and waterways, as deemed necessary.

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. EXPRESSION OF OPPOSITION. The City Commission of the City of Opa-Locka hereby directs the City Manager to install alligator warning signage throughout all City canals and waterways, as deemed necessary.

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

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

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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:	4.22.2026		**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** / **No**
						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		
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	Vice Mayor Kelley		**Department:**		City Commission		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA DIRECTING THE CITY MANAGER TO INSTALL ALLIGATOR WARNING SIGNAGE THROUGHOUT ALL CITY CANALS AND WATERWAYS, AS DEEMED NECESSARY.

Staff Summary:

The City contains numerous canals and waterways that may serve as natural habitats for alligators. In late March, there was an alligator sighting in the Burlington Street Canal. These reptiles poses a significant danger to the patrons and animals that frequent the area. To ensure the community is adequately informed, the sponsor desires to install warning signage throughout the city. This preventative measure will aid in protecting the residents and create awareness near the city's canal and waterways.

Financial Impact – The cost to install 10 alligator signage is approximately $520.00

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Sponsored by: Vice Mayor Kelley

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ALL NECESSARY AND APPROPRIATE ACTIONS TO ADDRESS NON-COMPLIANT DUMPSTERS, INCLUDING ENFORCEMENT AGAINST REPEAT VIOLATORS, AND TO PURSUE FINANCIAL PENALTIES AND POTENTIAL LIEN OR FORECLOSURE PROCEEDINGS TO THE EXTENT AUTHORIZED BY LAW; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the improper placement, maintenance, and screening of dumpsters within the City of Opa-Locka ("City") can create public health, safety, and aesthetic concerns; and

WHEREAS, several properties have been identified as non-compliant pursuant to applicable Code of Ordinances, including repeat violations; and

WHEREAS, the City Commission desires to ensure consistent enforcement and compliance in order to protect the community and uphold citywide standards; and

WHEREAS, the City Commission further desires to authorize the City Manager and City Attorney to take necessary legal actions against repeat violators in a manner appropriate without further action from the City Commission being required; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to direct the City Manager and City Attorney to take all necessary and appropriate actions to address non-compliant dumpsters.

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 and City Attorney to take necessary actions to address non-compliant dumpsters, including enforcement against repeat violators, and pursue all actions authorized by law without further action from the City Commission.

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

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

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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:	4.22.2026		**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**	**No**
						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			
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	Vice Mayor Kelley		**Department:**		City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA DIRECTING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ALL NECESSARY AND APPROPRIATE ACTIONS TO ADDRESS NON-COMPLIANT DUMPSTERS, INCLUDING ENFORCEMENT AGAINST REPEAT VIOLATORS, AND TO PURSUE FINANCIAL PENALTIES AND POTENTIAL LIEN OR FORECLOSURE PROCEEDINGS WHEN WARRANTED.

Staff Summary:

The improper placement, maintenance, and screening of dumpsters within the City can create public health, safety, and aesthetic concerns. Several properties have been identified as non-compliant with applicable Code of Ordinances including repeat violations. It is in the best interest of the City to ensure consistent enforcement and compliance to protect the community and uphold citywide standards. The City Manager and City Attorney shall be authorized to take the necessary actions to address non-compliance. Enforcement shall include but is not limited to:

- Identifying dumpsters that are not in compliance with City codes and regulations
- Imposition of fines, administrative penalties, and any other remedies authorized by law.
- Legal action against repeat violators such as placement of liens against the subject properties and initiation of foreclosure proceedings,

Financial Impact – There is no fiscal impact to approval this legislation.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Sponsored by: Vice Mayor Kelley

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, EXPRESSING STRONG OPPOSITION TO SENATE BILL 1134 AND HOUSE BILL 1001, AND FURTHER DIRECTING THE CITY CLERK TO TRANSMIT A CERTIFIED COPY TO THE FLORIDA LEAGUE OF CITIES, AND OTHER ENTITIES DEEMED APPROPRIATE BY THE CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as it relates to municipalities, HB 1001 prohibits the act of funding or promoting or taking official action as it relates to diversity, equity and inclusion; prohibits the expenditure of funds for diversity, equity and inclusion offices or for diversity, equity and inclusion officers; prohibits municipalities from providing or authorizing funds to be used to promote diversity, equity and inclusion initiatives; authorizes a cause of action against municipalities; requires potential recipients of municipal contracts or grants to make certain certification to the municipality before being awarded such contract or grant; and

WHEREAS, as it relates to municipalities, Senate Bill 1134 prohibits funding or promoting or taking official action as it relates to diversity, equity, and inclusion; provides that certain ordinances, resolutions, rules, regulations, programs, and policies are void; and provides that a member of the governing body of a municipality, or any other municipal official acting in an official capacity who violates certain provisions commits misfeasance or malfeasance in office; and

WHEREAS, the City Commission of the City of Opa-Locka has reviewed the provisions and potential impacts of these bills and finds that Senate Bill 1134 and House Bill 1001 would negatively affect municipal authority, local governance, and/or the ability of the City to effectively serve its residents; and

WHEREAS, The City Commission of the City of Opa-Locka deems it necessary and appropriate to formally express the City's strong opposition to said legislation as it does not align with the City's overall goals for fairness; and

WHEREAS, The City Commission finds that it is in the best interest of the City of Opa-Locka and its residents to express its strong opposition to Senate Bill 1134 and House Bill 1001.

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. EXPRESSION OF OPPOSITION. The City Commission of the City of Opa-Locka hereby expresses its strong opposition to Senate Bill 1134 and House Bill 1001.

SECTION 3. TRANSMITTAL. The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Florida League of Cities and all other entities deemed appropriate by the City Manager.

SECTION 4. SCRIVENER'S ERRORS. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney, without the need for public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 5. 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 _____, 2026.

_____
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:	4.22.2026		**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		
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
					X		
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		Bus. & Economic Development Qual. of Life & City Image		
Sponsor Name	Vice Mayor Kelley		**Department:**		City Commission		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA EXPRESSING STRONG OPPOSITION TO SENATE BILL 1134 AND HOUSE BILL 1001, AND FURTHER DIRECTING THE CITY CLERK TO TRANSMIT A CERTIFIED COPY TO THE FLORIDA LEAGUE OF CITIES AND ANY OTHER INTERESTED PARTIES.

Staff Summary:

House Bill 1001 prohibits counties & municipalities, from funding, promoting, or taking official action as it relates to diversity, equity, & inclusion, diversity, equity, & inclusion offices or for diversity, equity, & inclusion officers. Additionally, it requires potential recipients of county or municipal contracts or grants to make certain certification to county or municipality before being awarded such contract or grant.

Senate Bill 1134 prohibits counties and municipalities, respectively, from funding , promoting or taking official action as it relates to diversity, equity, and inclusion; providing that certain ordinances, resolutions, rules, regulations, programs, and policies are void; providing that a county commissioner, a member of the governing body of a municipality, or any other county or municipal official acting in an official capacity who violates certain provisions commits misfeasance or malfeasance in office.

The sponsor has reviewed the provisions and potential impacts of these bills; and finds that Senate Bill 1134 and House Bill 1001 would negatively affect municipal authority, local governance, and/or the ability of the City to effectively serve its residents. Therefore, Vice Mayor Kelley deems it necessary and appropriate to

formally express its strong opposition to such legislation as he believes it does not align with the City's mission.

Financial Impact:

Financial Impact- There is no fiscal impact to adopt this legislation.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Sponsored by: City Manager

RESOLUTION NO. 25-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN APPLICATION FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, LDM Florida, LLC., intends to construct a 5,250 square foot, office and mechanical repair building and the renovation of the parking area at 14800 NW 24th Court and provide adequate parking and landscaping in accordance with the City's Land Development Regulations; and

WHEREAS, the Applicant, has submitted a Site Plan Application to construct an Office and mechanical repair building in the Industrial Planned Zoning District (I-2), within the Innovation District; and

WHEREAS, the Planning & Community Development staff for the City of Opa-Locka has reviewed the application of the LDM Florida, LLC., and determined that the applicant provided all information required by Section 22-55(I) of the City of Opa-Locka's Land Development Code for proper consideration by the Planning and Zoning Board; and

WHEREAS, the Planning and Zoning Board has reviewed this request and recommended approval of the development agreement application at a public hearing held on March 3, 2026, with a 3-0 vote; and

WHEREAS, the City Commission considered the Site Plan Application and the recommendation of the Planning & Zoning Board at a public meeting and the City Commission hereby approves / denies the Site Plan application request.

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

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

SECTION 2. APPROVAL/DENIAL.
Approval/Denial of the Site Plan. The City Commission of the City of Opa-Locka, Florida hereby approves / denies a request for Site Plan approval for the Construction of a 5,250 square foot, Office and mechanical repair building and the renovation of the parking area and provide adequate parking and landscaping in accordance with the City's Land Development Regulations, for the property located at 14800 NW 24th Court and identified by folios 08-2122-025-0510 and 08-2122-025-0500 in the I-2 Zoning District, within the Innovation District as set forth in Exhibit "A" attached to herein.

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

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

PASSED AND ADOPTED this _____ day of _____, 2026.

_____
John H. Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A

Moved by: _____

Seconded by: _____

VOTE:

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

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**				
City Manager:	Sha'mecca Lawson			**CM Signature**				
Commission Meeting Date:	April 22, 2026		**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			
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					X			
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		Bus. & Economic Development Qual. of Life & City Image			
Sponsor Name	City Manager		**Department:**		Planning & Community Development			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN APPLICATION FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The applicant, LDM Florida, LLC, proposes to construct a 5,250-square-foot office and mechanical repair building and to renovate the existing parking area at 14800 NW 24th Court. The project also includes providing adequate parking and landscaping in accordance with the City's Land Development Regulations ("City").

The applicant has submitted a Site Plan Application requesting approval to construct the proposed office and mechanical repair building within the Industrial Planned Zoning District (I-2) and within the Innovation District.

The Planning & Community Development Department staff for the City of Opa-locka has reviewed the application submitted by LDM Florida, LLC and has determined that the applicant has provided all required information pursuant to Section 22-55(I) of the City of Opa-locka Land Development Code for proper consideration by the Planning and Zoning Board.

The Planning and Zoning Board of the City of Opa-locka reviewed the request at a duly noticed public hearing held on March 3, 2026, and determined that approval of the site plan is in the best interest of the City and its residents. The Board voted 3-0 to recommend approval of the application.

Approval Criteria for Site Plan Review

In evaluating this request, the following criteria were considered:

1. The proposed development is consistent with the Comprehensive Plan, aligns with applicable area or neighborhood studies, and serves a public benefit that justifies approval at the time of consideration.
2. The proposed development will have a positive impact on the City's economy.
3. The proposed development will efficiently utilize, and not unduly burden, public facilities such as water, sewer, solid waste disposal, recreation, and education systems, whether existing or planned and budgeted.
4. The proposed development will efficiently utilize, and not adversely impact, public transportation infrastructure, including mass transit, roads, streets, and highways. The site will be accessible via public and/or private roadways.

Financial Impact:

Financial Impact- The approval of this site plan will not have a financial impact on City Administration.

Proposed Action:

Staff recommends approval of the Site Plan Review Request.

Attachment:

Draft Resolution
Planning & Zoning Board Application Package
Planning & Zoning Board Meeting Minutes 3-3-26

CITY OF OPA-LOCKA

The City of Bright Opportunities

PLANNING & ZONING BOARD MEETING
Agenda

Tuesday, March 3, 2026
6:00 PM

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

<u>Planning and Zoning Board</u>
Audrey Dominguez, Board Member
Claudienne Hibbert Smith, Board Member
Dawn Mangham, Board Member
Aldo Mata, Board Member

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

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

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

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

FLORIDA STATUTES, CHAPTER 285.0105

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

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

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

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

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

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

AGENDA
PLANNING & ZONING BOARD MEETING
March 3, 2026
6:00 PM

1. ROLL CALL:

2. INVOCATION:

3. PLEDGE OF ALLEGIANCE:

4. APPROVAL OF MINUTES:

Planning & Zoning Board Meeting Minutes - November 4, 2025

5. PUBLIC HEARING:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN APPLICATION FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE DEVELOPMENT AGREEMENT REQUEST FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

6. ADJOURNMENT:

For further information, please contact the Planning & Zoning Board Clerk by email at rbranch@opalockafl.gov or by telephone at (305) 953-2868 Ext 1504.

CITY OF OPA-LOCKA
NOTICE OF PLANNING & ZONING BOARD MEETING

NOTICE IS HEREBY GIVEN that a meeting of the Opa-locka Planning & Zoning Board will be held on Tuesday, March 3, 2026, at 6:00 p.m., at 780 Fisherman Street, 3rd Floor, Opa-locka, Florida. The purpose of the Planning & Zoning Board Meeting is to discuss and consider the following:

1) **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN APPLICATION FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

2) **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE DEVELOPMENT AGREEMENT REQUEST FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

****

Procedures for Public Participation

Planning & Zoning Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Planning & Zoning Board may do so in person or virtually.

To participate virtually, please register online by 5:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

How to watch the meeting
Members of the public can watch City of Opa-locka public meetings at https://www.youtube.com/user/CityofOpaLocka.

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

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Clerk of the Planning & Zoning Board at (305) 953-2868 Ext 1504 for assistance at least 24 hours prior to the proceeding. TTY users may call via 711 (Florida Relay Service) prior to the proceeding. For questions and/or additional information, please contact the Planning & Zoning Board by email at rbranch@opalockafl.gov

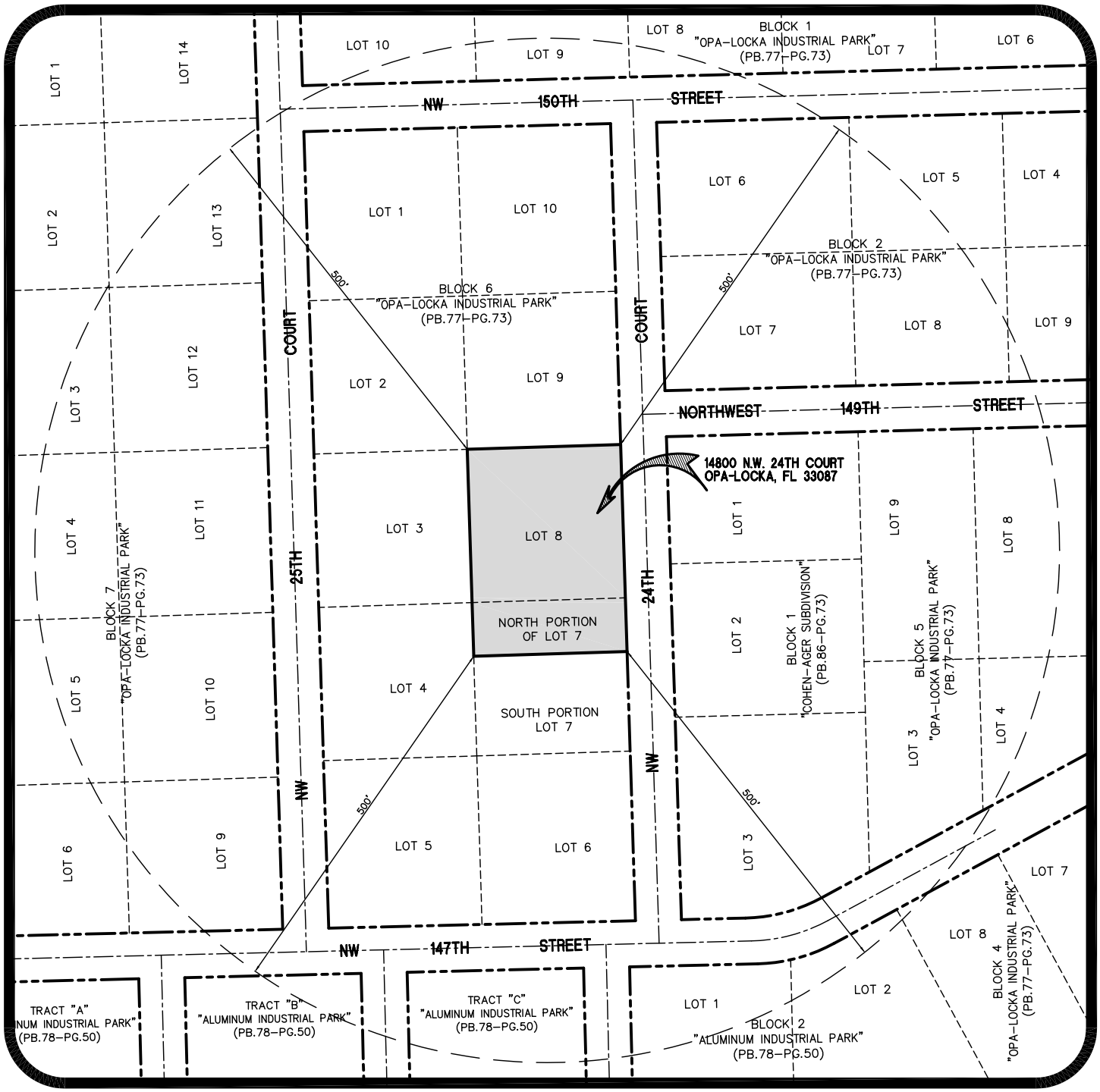
Romany A. Branch

Board Clerk

RADIUS MAP

A PORTION OF THE N.W. 1/4 SECTION 22-52-41
MIAMI-DADE COUNTY

SCALE: 1" = 150'



SURVEYOR'S CERTIFICATE:

I hereby certify: That this "RADIUS MAP & OWNER'S LIST" was performed under my direction and is true and correct to the best of my knowledge and belief. This is not a Survey.

BENIGNO J. SUAREZ License Number 6583 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by BENIGNO J SUAREZ
Date: 2025.04.30 12:09:33 -04'00'

By: _____

Benigno J. Suarez, PSM Date:
Registered Surveyor and Mapper LS6583
State of Florida

THIS SHEET IS NOT VALID WITHOUT THE OTHERS

DATE:	RADIUS MAP 14800 N.W. 24th COURT OPA-LOCKA, FL 33054	BENNY SUAREZ SURVEYING INC. 4170 S.W. 152nd PATH, MIAMI, FLORIDA 33185 PH:(305)807-8319 Email: benysuarez@msn.com	SHEET 1 OF 3 SHEETS
04/30/2025			
SCALE:			
1"=20'			

OWNER'S LIST

OWNER'S NAME	LOT	BLOCK	TRACT		P.B. NUMBER
PLS REALTY INC.	13	7		OPA LOCKA INDSUTRIAL PARK	77-73
SOLID FUTURE LLC	12	7		OPA LOCKA INDSUTRIAL PARK	77-73
MURRY GRANEK &EDITH GRANEK ET AL	11	7		OPA LOCKA INDSUTRIAL PARK	77-73
MIAMI-DADE COUNTY ISD/REDD	10	7		OPA LOCKA INDSUTRIAL PARK	77-73
MIAMI-DADE COUNTY ISD/REDD	9	7		OPA LOCKA INDSUTRIAL PARK	77-73
MIAMI-DADE COUNTY ISD/REDD	8	7		OPA LOCKA INDSUTRIAL PARK	77-73
MIAMI-DADE COUNTY ISD/REDD	7	7		OPA LOCKA INDSUTRIAL PARK	77-73
MIAMI-DADE COUNTY ISD/REDD	6	7		OPA LOCKA INDSUTRIAL PARK	77-73
MIAMI-DADE COUNTY ISD/REDD	5	7		OPA LOCKA INDSUTRIAL PARK	77-73
MURRY GRANEK & EDITH GRANEK ET AL	4	7		OPA LOCKA INDSUTRIAL PARK	77-73
SOLID FUTURE LLC	3	7		OPA LOCKA INDSUTRIAL PARK	77-73
PLS REALTY INC	2	7		OPA LOCKA INDSUTRIAL PARK	77-73
MIAMI-DADE COUNTY	1 & 14	7		OPA LOCKA INDSUTRIAL PARK	77-73
ADOLFO HOLDINGS INC	5	2		OPA LOCKA INDSUTRIAL PARK	77-73
2388 NW 150TH LLC	6	2		OPA LOCKA INDSUTRIAL PARK	77-73
SHAI MARKETING RESEARCH INC	7	2		OPA LOCKA INDSUTRIAL PARK	77-73
BIARRITZ LLC	8	2		OPA LOCKA INDSUTRIAL PARK	77-73
T & J ACCOUNT LLC	1	1		COHEN-AGER SUBDIVISION	86-73
14785 NW 24TH CT LLC	2	1		COHEN-AGER SUBDIVISION	86-73
14715 NW 24TH CT LLC	3	1		COHEN-AGER SUBDIVISION	86-73
MAJG OPA LOCKA LLC	3	5		OPA LOCKA INDSUTRIAL PARK	77-73
INFANTE INVESTMENT CORP	9	5		OPA LOCKA INDSUTRIAL PARK	77-73
EDUARDO R GOMEZ &W CLARA R	1	6		OPA LOCKA INDSUTRIAL PARK	77-73
TVG MANAGEMENT LLC	2	6		OPA LOCKA INDSUTRIAL PARK	77-73
TVG MANAGEMENT LLC	3	6		OPA LOCKA INDSUTRIAL PARK	77-73
FIVF III FL1 LLC	4	6		OPA LOCKA INDSUTRIAL PARK	77-73
KODA CONTINENTAL	5	6		OPA LOCKA INDSUTRIAL PARK	77-73
KODA CONTINENTAL	6	6		OPA LOCKA INDSUTRIAL PARK	77-73
SF INVESTMENT PROPERTIES LLC	7 SOUTH	6		OPA LOCKA INDSUTRIAL PARK	77-73
LDM FLORIDA LLC	7 NORTH	6		OPA LOCKA INDSUTRIAL PARK	77-73
LDM FLORIDA LLC	8	6		OPA LOCKA INDSUTRIAL PARK	77-73
RAMON GONZALEZ TRS	9	6		OPA LOCKA INDSUTRIAL PARK	77-73
GNC PROPERTY INVESTMENTS LLC	10	6		OPA LOCKA INDSUTRIAL PARK	77-73

THIS SHEET IS NOT VALID WITHOUT THE OTHERS

DATE:	OWNER'S LIST 14800 N.W. 24th COURT OPA-LOCKA, FL 33054	BENNY SUAREZ SURVEYING INC. 4170 S.W. 152nd PATH, MIAMI, FLORIDA 33185 PH:(305)807-8319 Email: benysuarez@msn.com	SHEET 2 OF 3 SHEETS
04/30/2025			
SCALE:			
1"=20'			

OWNER'S LIST

OWNER'S NAME	LOT	BLOCK	TRACT		P.B. NUMBER
PALM SPRINGS INVESTMENT CORP	10	1		OPA LOCKA INDUSTRIAL PARK	77–73
4D HOLDINGS LLC	9	1		OPA LOCKA INDUSTRIAL PARK	77–73
2358 NW 151 LLC	8	1		OPA LOCKA INDUSTRIAL PARK	77–73
2358 NW 151 LLC	7	1		OPA LOCKA INDUSTRIAL PARK	77–73
2358 NW 151 LLC	6	1		OPA LOCKA INDUSTRIAL PARK	77–73
ENVIRONMENTAL PACKER CORPORATION	4	1		COHEN–AGER SUBDIVISION	86–73
ENVIRONMENTAL PACKER CORPORATION	7	1		OPA LOCKA INDUSTRIAL PARK	86–73
AMERICAN FEDERATED TITLE CORP	1	2		OPA LOCKA INDUSTRIAL PARK	78–50
ZACK INVESTMENTS OPA LOCKA LLC	2	2		OPA LOCKA INDUSTRIAL PARK	78–50
REFERENCE ONLY	TRACT A			OPA LOCKA INDUSTRIAL PARK	78–50
MEDINA PROPERTIES ONE LLC	TRACT B			OPA LOCKA INDUSTRIAL PARK	78–50
DOUBLE E INVESTMENT GROUP INC	TRACT C			OPA LOCKA INDUSTRIAL PARK	78–50

THIS SHEET IS NOT VALID WITHOUT THE OTHERS

DATE: 04/30/2025

SCALE: 1"=20'

OWNER'S LIST
14800 N.W. 24th COURT
OPA-LOCKA, FL 33054

BENNY SUAREZ
SURVEYING INC.
4170 S.W. 152nd PATH, MIAMI, FLORIDA 33185
PH:(305)807-8319 Email: benysuarez@msn.com

SHEET 3 OF 3 SHEETS

1ST DRAFT

MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
MARCH 3, 2026, 6:00 P.M.

CALL TO ORDER

The Planning and Zoning Board meeting was called to order at 6:11 P.M. on March 3, 2026. Board Member Dominquez agreed to serve as Acting Chair.

1. ROLL CALL

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

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, City Attorney Pam Booker (via phone), and Planning and Zoning Board Clerk Romany Branch.

2. INVOCATION

There was no Invocation.

3. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES

- **PZAB Minutes – November 4, 2025**

Motion made by Board Member Hibbert Smith, seconded by Board Member Mata, to approve the minutes from the November 4, 2025 meeting. In a roll call vote, the **motion** passed unanimously (3-0).

5. PUBLIC HEARING:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN APPLICATION FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

Planning and Community Development Director Gay read the Resolution into the record.

Zoning Official Lee presented the project location within an industrial area and identified a total site area of approximately 54,000 square feet. He stated the site plan complied with development standards for setbacks and building height and noted the plan provided twelve (12) off-street parking spaces with required landscaping. Zoning Official Lee stated development included unification of two parcels. He noted a prior warehouse fire and prior unpermitted activity on-site. Zoning Official Lee stated staff supported the project and recommended approval.

Acting Chair Dominguez asked about parking, whether parking would be inside, the timeline for development, and the anticipated opening for business operations. Zoning Official Lee stated the business would operate as a satellite property supporting another site and stated company vehicles would be brought to the site for repair or maintenance. He noted repairs would occur inside the building and stated an office area would support operations. Permitting would follow Planning and Zoning Board and City Commission approvals and development could be substantially underway within one year.

Zoning Official Lee also reconfirmed 12 spaces included spaces for trucks and employees. Acting Chair Dominguez asked if trucks would park outside on the street and Zoning Official Lee responded no.

Board Member Hibbert Smith asked what type of vehicles would be repaired and Zoning Official Lee replied tractors.

Board Member Mata asked if repairs would be limited to company vehicles and Zoning Official Lee confirmed company vehicles only and no public repair service.

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

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE DEVELOPMENT AGREEMENT REQUEST FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE**

Planning and Community Development Director Gay read the Resolution into the record. Board Member Hibbert Smith noted the project involved new construction and raised an edit regarding use of the word “renovation.” Director Gay clarified renovation language

related to the parking area while the building constituted new construction. He described typical development agreement provisions including development scheduling and job opportunities for City residents, including encouragement of job fair activity.

Motion made by Board Member Hibbert Smith, seconded by Acting Chair Dominguez, to approve the Resolution. In a roll call vote, the **motion** passed unanimously (3-0).

6. ADJOURNMENT

Director Gay apologized for late distribution of packets due to technical difficulties and stated the City planned to move toward paperless distribution of meeting packets via email for Board review on electronic devices. Acting Chair Dominguez asked if a paper copy could be requested and Director Gay affirmed.

Although no motion was made, the meeting was adjourned at 6:27 P.M.

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

PLANNING & ZONING BOARD

March 3rd,

2026

CONSTRUCTION/OPERATION: Site Plan

Staff Report

APPLICANT'S REQUEST:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN APPLICATION FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

  Folio: 08-2122-025-0510
  22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73
  LOT 8 BLK 6 LOT SIZE 40000 SQ FT OR 12952-2660 0786 2

  Folio: 08-2122-025-0500
  22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 7 LESS BEG SE COR OF LOT 7
  TH N 01 DEG W 130FT S 88 DEG W 200FT S 01 DEG E 130FT N 88 DEG E 200FT TO POB BLK 6
  LOT SIZE 14000 SQ FT OR 17543-3898 0297 4

- The subject properties are currently owned by LDM FLORIDA, LLC., according to the Miami-Dade County Property appraiser's website. The subject Properties have been vacant but have been used for an unlicensed truck parking business. The current property owner has submitted a letter of intent to build a new building with office spaces and a bay for the mechanical repair of their trucks. They will also make renovations of the existing parking area that will include drainage system improvements and new landscape design. The improvements will be developed as per City of Opa-locka requirements and codes.

  This parcel was developed as a warehouse with parking per the zoning code of the time. This building was destroyed by fire and no new construction plans, or development documents were submitted to the City of Opa-locka until now. The two parcel site at 14800 NW 24th Court consist of (parcel 1) folio: 08-2122-025-0510, with a lot size of 40,0000 square feet; (parcel 2) folio: 08-2122-025-0500, with a lot size of 14,000 square feet. The parcels that comprise this site are zoned Industrial Planned (I-2 Zoning District) and total approximately 54,000 square feet and ingress and egress is through NW 24th Court.

- The property owner proposes to develop this parcel through site plan and development agreement review to build a 5,250 square foot warehouse mechanical repair bay and office space, provide parking and landscaping in accordance with the City's Land Development Regulations for the logistic use of this business at this location.

- The owner/applicant has submitted the following application requests: (1) Final Site Plan Review; (2) Development Agreement Review.

SOUTH **NW 24TH COURT** **NORTH**

SOUTH **NW 24TH COURT** **NORTH**

II. Project Details

- **Applicant's intent**

The applicant intends to develop and improve the property for an industrial use that incorporates the 5,250 square foot office / mechanical repair warehouse building space, and provides the required parking spaces for this business and provides landscaping in accordance with the Land Development Regulations.

The City of Opa-locka's Comprehensive Plan, Future Land Use Plan map provides that the property has a land use designation of "Industrial" which allows for an industrial use, including the operation of an office and a logistics and company vehicle repair operation on this site. The improvements indicated on the site plan represents the minimum required to develop this property site.

Site Computations & Land Development Regulation / Zoning Code	Table 1
Applicant	LDM FLORIDA, LLC.,
Folio Number (s)	Opa-locka: 08-2122-025-0510; 08-2122-025-0500;
Address Location	14800 NW 24th Court, Opa-locka, FL 33054
Building (s) Footprint	**Total Site Area –** 1.24 Acres or 54,000 SF **Office Bldg. & Warehouse - 1,490SF Office; 3,760SF Warehouse/Repair Bay** **Parking Area –** Provides 12 parking spaces **Square Feet of Green Space (open space) Area –** 14,006 SF
Floor Area	Total Approximately 4,250 SF
Zoning	**I-2 – Industrial Planned**
Zoning Code Consistency	The proposed use of this property for an office and warehouse for storage and repair of their company vehicles inside a wholly enclosed building is consistent with the I-2 Zoning Code.
Existing Land Use	Industrial
Future Land Use Designation	Industrial

Comprehensive Plan Consistency	- The proposed use for an office and warehouse for storage and repair of company vehicles is consistent with the Comprehensive Plan and with the zoning designation of I-2.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article IV Sec. 22-81, Article 22-95, & Article X - Ord. No. 14-16 Sign Regulations		
SET BACKS/ YARD	**REQUIRED**	**PROPOSED**	**COMPLIANCE**
Front/Street Side (East)	**25 Feet**	**110'-6"**	**YES**
Rear (West)	**25 Feet**	**27' 3"**	**YES**
Side (North)	**15 Feet**	**170'-1"**	**YES**
Side (South)	**15 Feet**	**15'-0"**	**YES**
Lot Coverage	**75%**	**73% (39,166 SF)**	**YES**
Lot Density	**N/A**	**N/A**	**N/A**
Lot Size	**20,000 SF (0.46 Acres)**	**54,000 SF (1.24 Acres)**	**YES**
Lot Width	**N/A**	**N/A**	**N/A**
Building Height	**3 Stories or 45 Feet whichever less**	**Office Building:** 1 Stories/ 16'-0" Feet	**YES**
Structure Length	**N/A**	**N/A**	**N/A**
Other Vehicular Use Area Landscaping	**N/A**		
Parking Details	**Office buildings:** pursuant to the Land Development Regulation Ordinance 15-31: Article VI, section 22-91. One (1) Parking per 400 square feet of office area. **Warehouse building:** One (1) Parking per 2,500 square feet - spaces required	**Office /Warehouse Bldg.** 1,490 SF 3.7 PS **Warehouse Parking Lot: Total Space Provided:** 8.1 PS **12 Total Spaces**	**YES** **12 Parking Spaces**
Landscape/ Pervious Lot Coverage	**25% minimum required pervious**	**26% provided**	**YES**
Notification Requirement	This request will be properly noticed pursuant to state law and city charter by the city clerk's office. - A copy of notice for advertisement titles were given to the Clerk's Office on Tuesday, January 30th, 2026. To be advertised at least 10 days prior to this Planning and Zoning Board meeting on Thursday, February 12th, 2026. - City Commission Meeting: TBD		
Local Government Action Required	The City Commission must review this site plan and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.		

- ## Overall Analysis

Existing Conditions:

- The Subject Property is bordered on the North by industrial use, bordered on the East and South by industrial uses and bordered on the West by industrial uses.
- There are currently no sidewalks that border this property
- The property site is identified by folios 08-2122-025-0510; 08-2122-025-050 was being used for a truck parking business without any approvals from the City of Opa-locka. This action will provide for lawful use of this site for an new business.

Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Low Density Residential	Low Density Residential	R-1 (Single Family Residential)
South	Industrial	Industrial	I-2 Industrial Planned
East	Industrial	Industrial	I-2 Industrial Planned
West	Low Density Residential / Industrial	Low Density Residential / Industrial	R-1 / I-2

Surrounding Zoning Designation Map
The Site is Highlighted in image

- **General Character / Neighborhood Compatibility:** The proposed development use will be in Harmony with the general character of the surrounding neighborhood considering population density, design, scale, and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions?
  - **Findings:**

COMPLIES

- The proposed development use 'Office and warehouse use" is in harmony with the general characteristic of the surrounding neighborhood: Industrial Uses

- **Tree Preservation:** Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

COMPLIES

  - **Findings:**
    - The Applicant is proposing to include landscaping in accordance with the LDR. *(Please see attached Landscape Plan for Trees detailed information*).

- **Fence:** All fences constructed on property perimeters shall comply with the requirements of the City Land Development Regulations. Fences shall be constructed in a way so as not to obstruct or impair the view of any vehicle driver's ability to see other vehicles or pedestrians within two hundred (200) feet of any intersection within the district.
  - **Findings:**
    - The Applicant is not required to have fencing however the applicant has provided through the site plan that he intends to install perimeter fencing.

- **Future Land Use:** Industrial (Industrial Land Use Category).
  - **Findings:**
    - According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Industrial land use designation category location.

COMPLIES

- **I-2 (Industrial Planned) Permitted Uses:** Project Specific: *Office and warehousing for storage and maintenance of company vehicles.*

COMPLIES

  - **Findings:**
    - According to the City's Land Development Regulation/ Zoning Code I-2 (Industrial Planned) allows for an Office and warehousing and storage for the maintenance of company vehicles is permitted in this zoning district. It will also include employee vehicle parking. The applicant has submitted requests for Site Plan approval and Development Agreement Approval.

- **Community Comments/Petitions:** The Applicant verbally informed the Planning and Community development Department that petitions were submitted to the surrounding businesses for signatures, comments or possible opposition.
  - **Findings:** The Planning and Community Development Department has not received signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

COMPLIES

III. Project Need Assessment / other Required Approvals

1. Site Plan Review
2. Development Agreement
   - Application submitted for Planning & Zoning Board Meeting (this meeting) Thursday, February12th, 2026

IV. Development Review Committee (DRC): *Meeting Review Comments Pending*

1. **Capital Improvement Project (CIP):**
   - No issues reported for the proposed Site Plan

2. **Building:**
   - N/A
3. **Police:**
   - N/A
4. **Community Redevelopment Agency (CRA):**
   - N/A
5. **City Manager's Office (CMO):**
   - N/A
6. **Code Enforcement:**
   - N/A
7. **City Attorney's Office:**
   - Development Agreement under review
8. **Public works:**
   - N/A
9. **Inter-jurisdictional Review:**
   - N/A

V. Staff Recommendation:

- Staff recommend approval of this Site Plan including the following:

  - All signage shall comply with the City's Sign Code Ordinance no. 14-16/Ordinance 15/31 Article X;
  - All landscaping and parking areas must be provided and maintained as shown in the Site Plan;
  - Trees to be planted uniformly placed. (avg. oc.).
  - Agree to provide employment opportunities for City residents through the City Work Force Office and any area educational/vocational training facilities as provided in the Development Agreement.
  - Maintain 100% the use, and function as shown on the site plan.
  - All trash & garbage containers shall comply with the City dumpster enclosure requirements, including proper screening as shown on site plan.
  - Must comply with Miami-Dade County's input/recommendations as appropriate.
  - Requirements of the City LDR and Comprehensive Plan
  - Follow any conditions recommended by the Planning & Zoning Board for the development of this industrial development.

VI. **Attachments:**

- Site Plan

Planning and Community Development Department

	Name and Title	Initials
Economic Development Coordinator	Solomon Bankole	
Zoning Official	Gerald J. Lee	
Planning and Community Development Dept. Director	Gregory D. Gay	

VII. Staff Report Updated After the City Commission Meeting on (Pending). *Reflected Actions:*

I. Planning and Zoning Board Decision: **(PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)**

Resolution No. 2026-02-12-01,

A RESOLUTION OF THE PLANNING & ZONING BOARD FOR THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF THE FINAL SITE PLAN FOR THE CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED APPROXIMATELY AT NW 148TH STREET AND NW 24 COURT AND IDENTIFIED BY FOLIO 08-2122-025-0510; 08-2122-025-0500 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, applicant has appeared before this Board for the request in the application, and all evidence, documents and exhibits have been received and marked pursuant to the Code of Ordinance of the City of Opa-locka.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1) That the request in the application by the applicant be and the same is hereby recommended:

a. APPROVED ☐ DATE: 02-12-2026

b. DENIED ☐

c. NOT DETERMINE ☐ until additional consideration at the regular meeting to be held on__ / __ / ___

2) That the following special condition be and they are hereby imposed, conditioning the determination aforementioned:

a.

b.

*** The Planning and Zoning Board Approval Recommendation of this request was by a - vote***

I HEREBY CERTIFY that the resolution containing the determination of this Board is a true and correct copy as is reflected upon the public records of the City of Opa-locka this 18th day of January, 2022.

_____

Chairperson or Designee

The Following changes/recommendations are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed expansion and renovation of the office, ROW dedications, and landscaping improvements.

Sponsored by: City Manager

RESOLUTION NO. 26-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE DEVELOPMENT AGREEMENT REQUEST FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the applicant, LDM Florida, LLC., intends to construct a 5,250 square foot, Office and mechanical repair building and the renovation of the parking area at 14800 NW 24th Court and provide adequate parking and landscaping in accordance with the City's Land Development Regulations ("City"); and

WHEREAS, the Applicant, has submitted a request for development agreement review to construct an Office and mechanical repair building in the Industrial Planned Zoning District (I-2), within the Innovation District; and

WHEREAS, Planning & Community Development staff for the City of Opa-Locka reviewed the application of the LDM Florida, LLC., and determined that the applicant provided all information required by Section 22-55(I) of the City of Opa-Locka's Land Development Code for proper consideration by the Planning and Zoning Board; and

WHEREAS, the Planning and Zoning Board reviewed this request and recommended approval of the development agreement application by the applicant at a public hearing held on March 3, 2026, with a 3-0 vote; and

WHEREAS, the City Commission considered the Development Agreement application and the recommendation of the Planning & Zoning Board at a public meeting and the City Commission hereby approves / denies the Development Agreement application request.

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

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

SECTION 2. APPROVAL/DENIAL.
Approval/Denial of the Development Agreement Review. The City Commission of the City of Opa-Locka, Florida hereby approves / denies a request for Development Agreement approval for the Construction of a 5,250 square foot, Office and mechanical repair building and the renovation of the parking area and provide adequate parking and landscaping in accordance with the City's Land Development Regulations ("City"), for the property at 14800 NW 24th Court and identified by folios 08-2122-025-0510 and 08-2122-025-0500 in the I-2 Zoning District, within the Innovation District as set forth in Exhibit "A" attached to herein.

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

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

PASSED AND ADOPTED this _____ day of _____, 2026.

_____
John H. Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A

Moved by: _____

Seconded by: _____

VOTE:

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

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**			
City Manager:	Sha'mecca Lawson			**CM Signature**			
Commission Meeting Date:	4.22.2026		**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		
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
					X		
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		Bus. & Economic Development Qual. of Life & City Image		
Sponsor Name	City Manager		**Department:**		Planning & Community Development		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE DEVELOPMENT AGREEMENT REQUEST FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

LDM Florida, LLC (the "Applicant") proposes to construct a 5,250-square-foot office and mechanical repair building and renovate the existing parking area at 14800 NW 24th Court. The project includes the provision of adequate parking and landscaping in accordance with the City's Land Development Regulations.

The Applicant has submitted a Development Agreement application seeking approval to develop the proposed office and mechanical repair building within the Industrial Planned Zoning District (I-2) and the Innovation District.

The Planning and Community Development Department of the City of Opa-locka has reviewed the application and determined that the Applicant has provided all required information pursuant to Section 22-55(l) of the City's Land Development Code for proper consideration by the Planning and Zoning Board.

The Planning and Zoning Board reviewed the request at a duly noticed public hearing on March 3, 2026, and determined that approval of the Development Agreement is in the best interest of the City and its residents. The Board voted 3-0 to recommend approval.

Financial Impact:

Financial Impact-The approval of this site plan will not have a financial impact on City Administration.

Proposed Action:

Staff recommends approval of the Site Plan Review Request.

Attachment:

Draft Resolution
Planning & Zoning Board Development Agreement Application Package
Planning & Zoning Board Meeting Minutes 3-3-26
Development Agreement

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: LDM Florida LLC

PROPERTY OWNER'S ADDRESS: 16 W 20 79th ST Burr Ridge, IL 60527
Number/Street City State/Zip Code

APPLICANT'S NAME: Sonia Gonzalez

APPLICANT'S ADDRESS: 4100 N. 58th Ave #109 Hollywood, FL 33021
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305-796-0141 HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: 14800 NW 24 CT Opa-Locka, FL 33054
Number/Street

TAX FOLIO NUMBER: 08-2122-025-0500/0510 PRESENT ZONING: 7300 Industrial

LEGAL DESCRIPTION: See attached MDC Property Appraiser

Please check specific request:

___Tentative Plat
___Final Plat
___Comprehensive Plan Amendment: ___Small Scale; ___Large Scale *(please specify type of amendment below)*
___ Rezoning
___Drainage Plan
___Fill Permit Request
___Preliminary Site Plan Review
___Final Site Plan Review
___Conditional Use Permit – No Plans
___Conditional Use Permit – With Plans
___Special Exception – No Plans
___Special Exception – With Plans
✓ Development Agreement
___Restrictive Covenant
___Other – Please specify: _____

Add any additional information that may be of importance to this request:

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
(Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

_____Completed application form

_____Application fee payable to the City of Opa-locka by check, cashier's check or money order

_____Copy of property owner's and/or applicant's photo not including a driver's license also provide Incorporation Documents (Inc., LLC, ...)

_____Affidavit (**see below**), and power of attorney of the property owner (**page 3**) (**Both must be Notarized**)

_____ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).

_____All preliminary and final site plans, along with property survey, signed and notarized application(s) must be submitted on flash drive in PDF format.

_____Fifteen (15) certified boundary and topographic surveys of the property (two copies size 36 x 24 inches & 13 copies 11 x 17 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)

_____Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (two copies size 36 x 24 inches & 13 copies size 11 x 17 inches & at least 7 original Sealed Copies)

_____Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100" scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)

_____Narrative concept must be submitted with application

AFFIDAVIT

I, Vic Dodevski, being first duly sworn, depose and say that I am the **OWNER** of the property ,and I understand that this application must be complete and accurate before a public hearing can be advertised.

Signature

05/16/2025
Date

Sworn to and subscribed before me:

This 16 day of MAY, 2025

Angelina Gavatski
Notary Public

OFFICIAL SEAL
ANGELINA GAVATSKI
Notary Public, State of Illinois
Commission No. 835210
My Commission Expires
April 04, 2028

My commission expires 04/04/2028

Attach copy of identification

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From: Vic Dodevski

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Vic Dodevski, being first duly sworn, depose and say that I am the owner of the property legally described as:

Sole Member

I do give to Jorge Fiallo, PE the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Jorge Fiallo, PE to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature

05/16/2025
Date

Sworn to and subscribed before me:

This 16 day of May, 2025

Angelina Gavatski
Notary Public

OFFICIAL SEAL
ANGELINA GAVATSKI
Notary Public, State of Illinois
Commission No. 835210
My Commission Expires
April 04, 2028

My commission expires: 04/04/2028

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Record and Return to:
(enclose self-addressed stamped envelope)

SMGQ LAW
Javier E. Fernandez, ESQ.
.201 Alhambra Circle, Suite 1205,
Coral Gables, FL 33134

This Instrument Prepared by:
Burnadette Norris-Weeks
City Attorney
780 Fisherman Street
4th Floor
Opa-locka, Florida 33054

SPACE ABOVE THIS LINE FOR RECORDING DATA

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND LDM FLORIDA, LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") is made, and entered into this___day of_____2025 ("Execution Date") by and between **LDM FLORIDA, LLC** (the "Owner"), a Florida limited liability company with the mailing address of 16 W 020 79TH ST, BURR RIDGE, IL 60527 and the City of Opa-Locka, Florida, a municipal corporation and a political subdivision of the State of Florida ("City"), with a mailing address of 780 Fisherman Street, Opa Locka, Florida 33054.

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of approximately 1.24 acres of land located at approximately 14800 NW 24TH CT within the municipal boundaries of the City and identified by Miami Dade County Tax Folio Nos. 08-2122-025-0500; 08-2122-025-0510, (the "Property"), the legal description of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the City Commission adopted Resolution Number _____, approving a Site Plan, for the Proposed Development which includes the construction of ONE WAREHOUSE building that includes 12 parking spaces FOR OFFICE/EMPLOYEE/ CUSTOMER PARKING, as well as planting 21 trees and 280 shrubs and 13,500 square feet of landscaped area through-out the property in accordance with the **LDM FLORIDA, LLC** approved site plan; and

WHEREAS, according to Sections 163.3220 through 163.3243, F.S., known as the Florida Local Government Development Agreement Act, the Florida Legislature has determined that the lack of certainty in the development process can result in a waste of economic and land development resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, the Florida Legislature has declared that assurances to an Owner that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, the Owner and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish identifiable parameters for future development; and

WHEREAS, the City Commission pursuant to Resolution No.____ , adopted on _____ , authorizes the City Manager to execute this Agreement upon the terms and conditions set forth and listed below, and the Owner is authorized to execute this Agreement upon the terms and conditions set forth by the City Commission and as listed below; and

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein set forth, the Owners and City agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

2. Consideration. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.

3. Definitions.
   a. "Additional Term" anyone or more additional term(s) approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.
   b. "Agreement" means this Chapter 163, F.S., Development Agreement between the City and Owner.
   c. "City" means the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies, and instrumentalities subject to the jurisdiction thereof.
   d. "Comprehensive Plan" means the plan adopted by the City pursuant to Chapter 163, F.S.
   e. "Owner" means the persons or entities undertaking the development of the Property, defined in the preamble to this Agreement, **LDM FLORIDA, LLC**., (the "Owner"), a Florida limited liability company, with the mailing address of 16W 020 79th ST, BURR RIDGE, IL 60527 and/or any of its respective successors, assigns, or heirs thereof.
   f. Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.

g. 'Development Permit" includes any building permit, zoning or subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

h. "Effective Date" is the date this Agreement is recorded with the clerk of the Circuit Court in and for Miami-Dade County,

i. "Entire Term" is the total term of this Agreement, combining the Initial Term (thirty (30) years) and the Additional Term, as defined herein

j. "Execution Date" is the date that all parties have affixed their signatures to this Agreement.

k. "Existing Zoning" means (a) all entitlements associated with the City's approval of the Development Group, LLC/INC/ETC., Site Plan, at approximately 14800 NW 24TH CT, and (b) the provisions of the Charter, Comprehensive Plan and Laws of the City of Opa-locka, including the City of Opa-locka's Unified Land Development Regulation Code and the Ordinance, as amended through the Effective Date.

l. "Final Site Plan" means the **LDM FLORIDA, LLC**., Site Plan, at approximately 14800 NW 24 CT, OPA-LOCKA, FL 33054 "Final Site Plan" approved by the City Commission via Resolution No._____ for the Proposed Development which includes the construction of a WAREHOUSE building containing 5,250 SF and provides 12 parking spaces, as well as planting 21 trees and 280 shrubs and 13,500 sf of landscaped open space through-out the property in accordance with the **LDM FLORIDA, LLC** approved site plan;

m. as may be amended from time to time.

n. "Governing Body" means the City of Opa-Locka's City Commission.

o. "Initial Term" is thirty (30) years commencing on the Effective Date.

p. "Land" means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land, except as provided herein.

q. "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land in effect as of the Effective Date.

r. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by the City of Opa-Locka affecting the development of land in effect as of the Effective Date, including Opa-Locka's Land Development Regulation Code, the Ordinance 15-31.

s. "Parties" means the City and the **LDM FLORIDA, LLC**.

t. "Project" shall mean the construction and development of the Property in accordance with the Final Site Plan for the Proposed Development, which has been deemed consistent with Industrial Planned (I-2) zoning district regulations for this property and all applicable laws.

u. "Property" shall mean the parcel of real property defined in the preamble to this Agreement, and legally described in Exhibit "A" hereto.

v. "Public Facilities" means major capital improvements, including, but not limited to transportation, transit, sanitary sewer, solid waste, drainage, potable water, educational facilities, parks and recreational, and health systems and facilities for which the City's Comprehensive Plan sets forth required levels of service.

w. "Resolution" shall mean City of Opa-Locka Resolution Number _____ and _____ approving the Project and this Agreement.

4. Intent. It is the intent of the Owner and the City that this Agreement shall be construed and implemented as a development agreement among the parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3220 through 163,3243, F.S., ("Act"), in compliance with Article V, Section 22-112 of the City of Opa-locka's Land Development Regulation Code, the Ordinance, and the Resolution.

5. Effective Date. Immediately upon approval by the City and execution by all parties, the City shall record, with recording fees paid by the Owner, the Agreement with the clerk of the Circuit Court for Miami-Dade County. This Agreement shall become binding on the Effective Date. Notwithstanding the Effective Date provided herein and required by Section 163.3239, F.S., the City, and the Owner shall act in good faith to carry out the intent of the Agreement upon the Execution Date.

6.Term of Agreement and Binding Effect. This Agreement shall run with the land, remain in full force and effect, and be binding on all parties (including the Owner) and all persons claiming under it for an Initial Term of thirty (30) years from the Effective Date, and may be extended for one or more Additional Term(s) thereafter by mutual consent of the parties subject to two public hearings pursuant to Section 163.3225, F.S. Consent to any extension or modification of this Agreement requires approval of both parties to this Agreement. No notice of termination shall be required by either party upon the expiration of this Agreement and thereafter the parties hereto shall have no further obligations under this Agreement. The obligations imposed pursuant to this Agreement upon the parties and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and/or assigns.

7. Termination. No notice of termination shall be required by either Party upon the expiration of this agreement and thereafter the Parties hereto shall have no further obligations under this agreement.

8. Expiration / Termination / Default Upon the expiration of the Agreement, the City shall have ability and the rights under its police power to adopt Land Development Regulations not inconsistent with the rights granted hereunder. In the event of termination or default, no further rights under this Agreement shall exist, whether brought under a claim of vested right, estoppel or otherwise.

9. Development Conditions. In accordance with Section 163.3227(c), F.S., the Owner agrees as follows:

a. All impacted Public Facilities shall be adequate to serve the Property at an acceptable level of service prior to the issuance of a Certificate of Occupancy for the Project and shall be served by water and sanitary sewer main extensions as required by the city in accordance with Miami-Dade County permitting requirements.

b. All Public Facility improvements required by the City, by Miami-Dade County, Florida, or voluntarily proposed by the Owner to be installed by Owner shall be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project.

c. All signage shall comply with all city sign code ordinance requirements.

d. Owner will abide by and not deviate from the terms of its graphic and verbal representation submitted to the City Commission in order to receive approval of the Project. Such items include but are not specifically limited to:
   1) Design of all physical structures, water bodies, private and public improvements and
   2) The color and dimensional characteristics of all building materials
   3) All landscaping, loading areas and parking spaces must be provided and maintained as shown on the site plan

e. Owner shall preserve and maintain all buildings and structures consistent with the Project's Final Site Plan, or to cause any tenant of the Property to do so, for the entire period in which the Owner owns or controls at least 51% ownership of the Property, or controls at least 10% of any entity to which this Agreement has been assigned, sold or otherwise transferred. Any new owner must abide by the terms of this Agreement until the expiration of the Term of this Agreement as provided in paragraph 6 above. In the event of a force majeure or in the event of a casualty, the then owner has the option but is not obligated to rebuild, provided that the Property is cleared and maintained in accordance with City Code requirements. It is expressly understood by the Owner that the development of a project that is not substantially in accordance with the Final Site Plan shall require new approvals and be derivative of a Moorish design theme in accordance with City Code requirements. In addition, Owner shall maintain the Property in a manner consistent with Section 14-2 of the City Code. The landscaping and common areas of the Property shall be maintained by the Owner, its successors or assigns, or by a property owners' association pursuant to reciprocal easement agreement(s) ("REAs"), and /or a combination thereof. The entity or entities responsible for such maintenance shall be determined by the Owner at its discretion. Owner shall provide the City with contact information of the entities or persons responsible for

maintenance of the Property pursuant to this Paragraph. Any new owner must abide by the terms of this agreement until April 2052.

f. At the request of the City, Owner shall submit an annual report and shall provide additional documentation to the City as required by the Resolution to verify continuing compliance with the Resolution and this Agreement. A copy of the City's form of annual report is attached as Exhibit "B".

g. The Owner will not physically alter or substitute the design of structures, materials and colors included in the Project's Final Site Plan except as approved by the City in the City's sole discretion. In the event that building materials or colors are no longer available, the burden shall be on the Owner to prove that said materials or colors are in fact unavailable.

h. Owner agrees that the City may enter onto the Property to confirm compliance with the terms of this Agreement.

i. Owner agrees to use commercially reasonable efforts to:

1) Cooperate with the City on any City-initiated efforts with area economic development and educational organizations, including the Beacon Council, The Meek Foundation, Miami-Dade County Public Schools, and Miami-Dade College, to expand vocational and technical training programs for residents within the City through December 31, 2026; and
2) Recruit and employ qualified applicants who are City residents through the assistance of the Career Source South Florida office in coordination with the City of Opa-locka, and encourage all contractors retained to develop the Project to do the same, as follows:
    a) Prepare and provide the City with an outreach plan that outlines the Owner's anticipated commercially reasonable efforts to provide construction-related and permanent jobs to Opa-locka residents, prior to the issuance of the first building permit for vertical construction within the Property ("Outreach Plan"). Said Outreach Plan, at a minimum, shall require that local job fair(s) ("local" shall mean within the municipal boundaries of the City of Opa-locka; hereinafter "Local Job Fair") be held as described herein and shall outline job training opportunities within the Project.
    b) Host or require its general contactor(s) to host a Local Job Fair and provide a list of construction job openings to the City to post on the City's website, prior to the issuance of the first building permit for vertical construction. The

general contractor shall advise the City of any local new hires following its Local Job Fair(s).

j. All trash and garbage containers shall comply with all city dumpster enclosure requirements.

k. The following timelines shall be complied with by Owner, **LDM FLORIDA, LLC** Said entity must work immediately to seek all applicable permits immediately upon approval of this Agreement and shall:
   1) Apply for building permits: within 6 months from the execution of the Development Agreement. The City Manager may grant a single 6 month extension for good cause shown.
   2) Must start construction: within 18 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.
   3) Must complete project: within 24 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.

10. Development Permits. In accordance with Section 163.3227(t), F.S., the City may need to approve the following additional development permits upon proper submission of all requirements, and City review or inspections, in order for the Owner to develop the Project:

(a) Site plan approvals;
(b) Modifications to existing approvals and permits, including the Project Site Plan;
(c) Water, sewer, paving and drainage permits
(d) Building permits
(e) Sign permits
(f) Certificates of use and occupancy; and
(g) Any other official action of the City and/or Miami-Dade County, Florida or other applicable regulatory agencies having the effect of permitting the development of land or providing permits required for the development of Property.
(h) Any City liens, fees, code violations or unpaid assessments shall be satisfied prior to the execution of this agreement for this Property.
(i) All currently non-complaint physical structures or vehicles if applicable, shall be removed prior to the execution of this agreement.

11. Public Services and Facilities; Concurrence. In accordance with Section 163.3227(d), F.S., the City and the Owner anticipate that the Property and the Project will be served by those public services and facilities currently in existence as provided by the State of Florida, Miami-Dade County, the City, and/or as contemplated by the Applications. The Property and the Project will

also be served by all public facilities provided in the City's Comprehensive Plan, specifically including but not limited to, those public facilities described in the Comprehensive Plan's Capital Improvements Element. For the purposes of concurrency, the City hereby agrees to provide, reserve, and allocate sufficient public facility capacity, including but not limited to water, sanitary sewer, solid waste, drainage, fire and police to serve the development of the Project on the Property for the period of this Agreement. The Owner shall be bound by the City impact fees and assessments in existence as of the Effective Date of this Agreement. Nothing in this paragraph shall relieve the Owner of the requirement to pay impact fees and assessments.

12. Consistency with Comprehensive Plan. In accordance with Section 163.3227(g), FS., the City hereby finds and declares that the Owners development of the Project on the Property complies with the Laws, ordinances, regulations and policies of the City of Opa-Locka, and is consistent with the City's Laws, Comprehensive Plan and Land Development Regulations.

13. Reservation of Development Rights. Except as otherwise provided in the Act for the Entire Term of this Agreement, the City hereby agrees that it shall permit the development of the Project in accordance with the Laws of the City of Opa-Locka, including the City's Comprehensive Plan and Land Development Regulations, as of the Effective Date of this Agreement, subject to the conditions of this Agreement. Except as otherwise provided in the Act, the City's Laws and policies governing the development of the Property as of the Effective Date of this Agree Tent shall govern the development of the Property for the entire term of this Agreement unless terminated. Development of the Property as outlined herein shall not be subject to any future changes to the Laws of the City, including the City's Land Development Regulations and Comprehensive Plan designation after the Effective Date and during the Entire Term of this Agreement, except to the extent that Owner's consent to such changes and except as otherwise provided in the Act. The City may apply subsequently adopted laws or policies to the Property only as permitted or required by the Act or as provided above or upon this Agreement being terminated or having expired.

14. Zoning and Other Approvals. The parties hereto recognize and agree that certain provisions of this Agreement require the City and its boards, departments, or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement shall be construed to prohibit the City from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Property.

15. Necessity of Complying, with Local Regulations Relative to Development Permits.

a) In accordance with Section 163.3227(i), F.S., this Agreement is not and shall not be construed as a development permit or authorization to commence development. The Owner and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve Owner of the necessity of complying with any and all regulations governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Owner to develop the Property in a manner that is inconsistent with the Laws of the City of Opa-Locka in existence as of the Effective Date.

b) In the event that the City asserts that the terms of this Agreement are not being complied with, then, in addition to any other remedies available to the City, the City may stay the effectiveness of this Agreement as to the portion of the Property associated with the alleged non-compliance. However, before staying the effectiveness of this Agreement as to the Property or a tract or portion thereof, and before withholding permits, inspections, or approvals throughout or upon the entire Property based on a failure to comply with this Agreement, the City shall send written notice containing the nature of the purported violation and provide a reasonable time-frame within which the Owner may correct the violation. These requirements for notice and an opportunity to cure shall not apply and shall not be construed to limit: (i) the City's ability to take any action to prevent or ameliorate any immediate danger to the public health, safety, or welfare; or (ii) the City's or the County's authority and available remedies to enforce violations of the Code or of other applicable regulations.

16. Good Faith; Further Assurances. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. In that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement, provided that the foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial capacity.

17. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by a recognized courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

If to the City at: City Manager

City of Opa Locka
780 Fisherman Street
Opa Locka, Florida 33054

With a copy to: Law Offices of Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Ft. Lauderdale, FL 33311

If to the Developer at: **LDM FLORIDA, LLC**
14800 NW 24TH CT,
OPA-LOCKA, FL 33054

And

With a copy to: SMGQ LAW
Javier E. Fernandez, ESQ.
201 Alhambra Circle, Ste. 1205
Coral Gables, FL 33134

18. Governing Laws, Construction and Litigation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owners/Owners and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

Pursuant to Section 163.3241, F.S., if state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, such Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

19. Severability. In the event that any term or provision of this Agreement is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as

such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

20. Entire Agreement. This Agreement sets forth the entire Agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Owner and the City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement and this Agreement may not be amended or modified except by written instrument signed by both parties hereto and in accordance with Section 163.3225, F.S.

21. Indemnification. The Owners shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and assigns from and against any claims or litigation arising from this Agreement instituted by third parties.

22. Periodic Review of Agreement. Pursuant to Section 163.3235, F.S., the City shall review the Property subject to this Agreement at least once every 12 months to determine if there has been demonstrated, good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the City, subject to the notice and cure provision contained in paragraph 15(b), above

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY:

CITY OF OPA-LOCKA FLORIDA

ATTEST: _____
City Clerk

By: _____
City Manager

Dated: _____day of _____, 2025.

Approved for form and legal sufficiency:

City Attorney: _____

LDM FLORIDA, LLC.
., a Florida limited liability company

WITNESS:

_____
Signature

By: _____
Owner/Agent
Title: Manager

_____
Print Name

_____
Signature

_____
Print Name

STATE OF FLORIDA)
:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ___ online notarization, on this _____ day of _____, 2025 by _____ _____ as Manager of **LDM FLORIDA, LLC**, a Florida limited liability company. He is:

___ personally known to me, or
___ produced identification. Type of identification produced _____.

_____
Notary Public, State of Florida at Large

_____
Print Name

My Commission Expires:

EXHIBIT A

Legal Description

EXHIBIT B
CITY'S ANNUAL REPORT FORM

City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida 33054

CITY OF OPA-LOCKA
ANNUAL REPORT FORM

Reporting Period: _____ to _____
Month/Day/Year Month/Day/Year

Name and Title of Individual Completing Report: _____

Address : _____
Street Location

_____
City, State, Zip

1. Describe any changes made to the proposed plan of development, during the Reporting Period, as approved by the City of Opa-Locka City Commission ("City") pursuant to Resolution No._____, passed and adopted on _____, 2022.

2. Describe any changes, if any, to the Development Agreement between the City of Opa-Locka, Florida, and Prologis Logistics Services Incorporated as approved by the City of Opa-Locka City Commission pursuant to Resolution No. _____, passed and adopted on
_____, 2022 (the "Development Agreement").

3. Provide a list of development permits for vertical construction issued by the City during the Reporting Period.

4. Provide a list of certificates of occupancy within the project that have been issued by the City during the Reporting Period.

5. Describe compliance with Paragraph 9 (Development Conditions (a)-(k)) of the Development Agreement during the Reporting Period.

6. Provide a statement confirming that all persons have been sent copies of the annual report in conformance with Section 17 of the Development Agreement.

CITY OF OPA-LOCKA
NOTICE OF PLANNING & ZONING BOARD MEETING

NOTICE IS HEREBY GIVEN that a meeting of the Opa-locka Planning & Zoning Board will be held on Tuesday, March 3, 2026, at 6:00 p.m., at 780 Fisherman Street, 3rd Floor, Opa-locka, Florida. The purpose of the Planning & Zoning Board Meeting is to discuss and consider the following:

1) **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN APPLICATION FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

2) **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE DEVELOPMENT AGREEMENT REQUEST FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

****

Procedures for Public Participation

Planning & Zoning Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Planning & Zoning Board may do so in person or virtually.

To participate virtually, please register online by 5:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

How to watch the meeting
Members of the public can watch City of Opa-locka public meetings at https://www.youtube.com/user/CityofOpaLocka.

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

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Clerk of the Planning & Zoning Board at (305) 953-2868 Ext 1504 for assistance at least 24 hours prior to the proceeding. TTY users may call via 711 (Florida Relay Service) prior to the proceeding. For questions and/or additional information, please contact the Planning & Zoning Board by email at rbranch@opalockafl.gov

Romany A. Branch

Board Clerk

CITY OF OPA-LOCKA

The City of Bright Opportunities

PLANNING & ZONING BOARD MEETING
Agenda

Tuesday, March 3, 2026
6:00 PM

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

<u>Planning and Zoning Board</u>
Audrey Dominguez, Board Member
Claudienne Hibbert Smith, Board Member
Dawn Mangham, Board Member
Aldo Mata, Board Member

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

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

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

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

FLORIDA STATUTES, CHAPTER 285.0105

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

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

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

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

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

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

AGENDA
PLANNING & ZONING BOARD MEETING
March 3, 2026
6:00 PM

1. ROLL CALL:

2. INVOCATION:

3. PLEDGE OF ALLEGIANCE:

4. APPROVAL OF MINUTES:

Planning & Zoning Board Meeting Minutes - November 4, 2025

5. PUBLIC HEARING:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN APPLICATION FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE DEVELOPMENT AGREEMENT REQUEST FOR THE RENOVATION AND CONSTRUCTION OF A 5,250 SQUARE FOOT OFFICE AND MECHANICAL REPAIR BUILDING AND THE RENOVATION OF THE PARKING AREA ON THE PROPERTIES LOCATED AT 14800 NW 24TH COURT AND IDENTIFIED BY FOLIOS 08-2122-025-0510 AND 08-2122-025-0500, IN THE I-2 ZONING DISTRICT AND WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

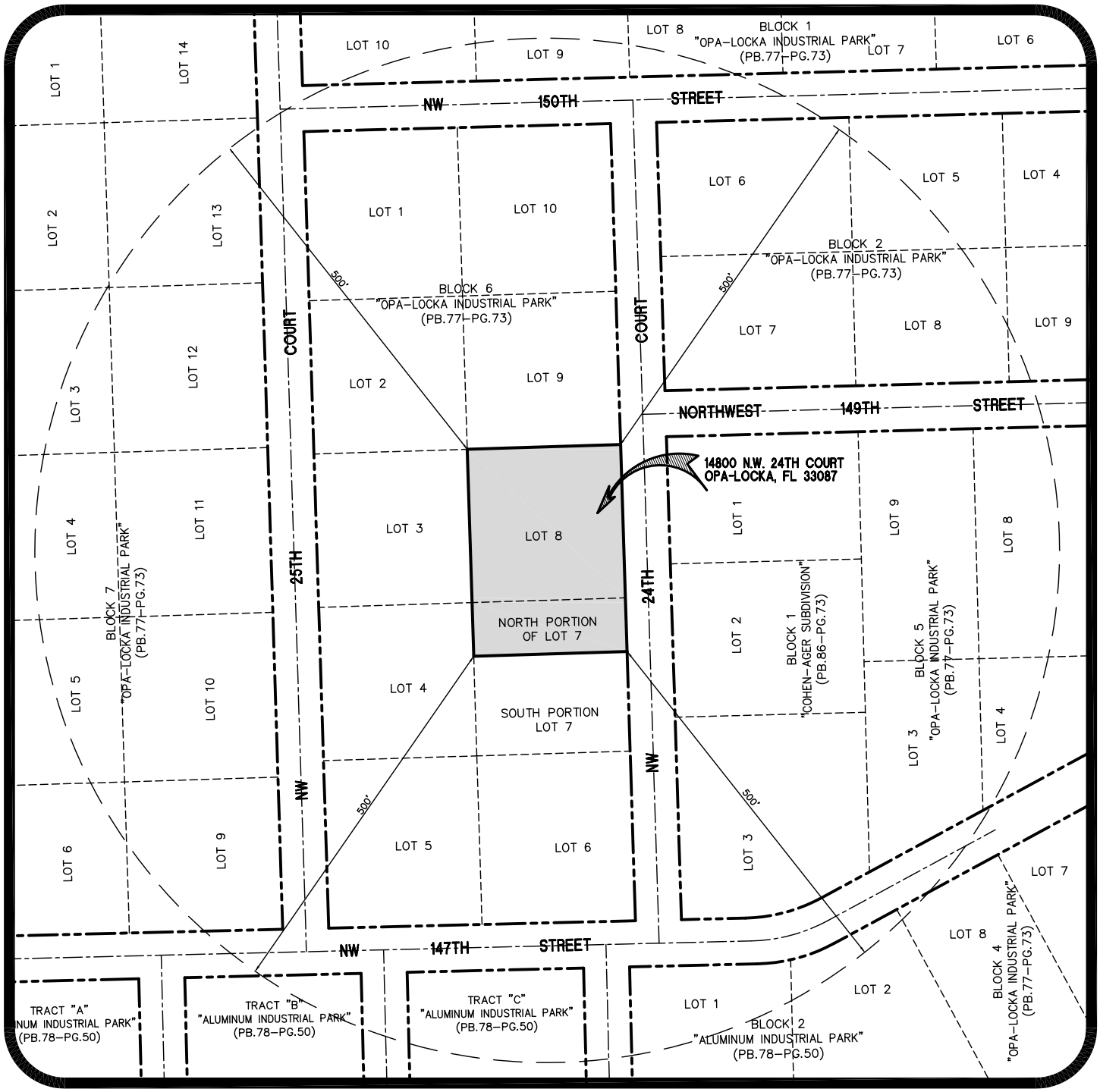
6. ADJOURNMENT:

For further information, please contact the Planning & Zoning Board Clerk by email at rbranch@opalockafl.gov or by telephone at (305) 953-2868 Ext 1504.

RADIUS MAP

A PORTION OF THE N.W. 1/4 SECTION 22-52-41
MIAMI-DADE COUNTY

SCALE: 1" = 150'



SURVEYOR'S CERTIFICATE:

I hereby certify: That this "RADIUS MAP & OWNER'S LIST" was performed under my direction and is true and correct to the best of my knowledge and belief. This is not a Survey.

BENIGNO J. SUAREZ License Number 6583 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by BENIGNO J SUAREZ
Date: 2025.04.30 12:09:33 -04'00'

By: _____

Benigno J. Suarez, PSM Date:
Registered Surveyor and Mapper LS6583
State of Florida

THIS SHEET IS NOT VALID WITHOUT THE OTHERS

DATE:	RADIUS MAP 14800 N.W. 24th COURT OPA-LOCKA, FL 33054	BENNY SUAREZ SURVEYING INC. 4170 S.W. 152nd PATH, MIAMI, FLORIDA 33185 PH:(305)807-8319 Email: benysuarez@msn.com	SHEET 1 OF 3 SHEETS
04/30/2025			
SCALE:			
1"=20'			

OWNER'S LIST

OWNER'S NAME	LOT	BLOCK	TRACT		P.B. NUMBER
PLS REALTY INC.	13	7		OPA LOCKA INDSUTRIAL PARK	77-73
SOLID FUTURE LLC	12	7		OPA LOCKA INDSUTRIAL PARK	77-73
MURRY GRANEK &EDITH GRANEK ET AL	11	7		OPA LOCKA INDSUTRIAL PARK	77-73
MIAMI-DADE COUNTY ISD/REDD	10	7		OPA LOCKA INDSUTRIAL PARK	77-73
MIAMI-DADE COUNTY ISD/REDD	9	7		OPA LOCKA INDSUTRIAL PARK	77-73
MIAMI-DADE COUNTY ISD/REDD	8	7		OPA LOCKA INDSUTRIAL PARK	77-73
MIAMI-DADE COUNTY ISD/REDD	7	7		OPA LOCKA INDSUTRIAL PARK	77-73
MIAMI-DADE COUNTY ISD/REDD	6	7		OPA LOCKA INDSUTRIAL PARK	77-73
MIAMI-DADE COUNTY ISD/REDD	5	7		OPA LOCKA INDSUTRIAL PARK	77-73
MURRY GRANEK & EDITH GRANEK ET AL	4	7		OPA LOCKA INDSUTRIAL PARK	77-73
SOLID FUTURE LLC	3	7		OPA LOCKA INDSUTRIAL PARK	77-73
PLS REALTY INC	2	7		OPA LOCKA INDSUTRIAL PARK	77-73
MIAMI-DADE COUNTY	1 & 14	7		OPA LOCKA INDSUTRIAL PARK	77-73
ADOLFO HOLDINGS INC	5	2		OPA LOCKA INDSUTRIAL PARK	77-73
2388 NW 150TH LLC	6	2		OPA LOCKA INDSUTRIAL PARK	77-73
SHAI MARKETING RESEARCH INC	7	2		OPA LOCKA INDSUTRIAL PARK	77-73
BIARRITZ LLC	8	2		OPA LOCKA INDSUTRIAL PARK	77-73
T & J ACCOUNT LLC	1	1		COHEN-AGER SUBDIVISION	86-73
14785 NW 24TH CT LLC	2	1		COHEN-AGER SUBDIVISION	86-73
14715 NW 24TH CT LLC	3	1		COHEN-AGER SUBDIVISION	86-73
MAJG OPA LOCKA LLC	3	5		OPA LOCKA INDSUTRIAL PARK	77-73
INFANTE INVESTMENT CORP	9	5		OPA LOCKA INDSUTRIAL PARK	77-73
EDUARDO R GOMEZ &W CLARA R	1	6		OPA LOCKA INDSUTRIAL PARK	77-73
TVG MANAGEMENT LLC	2	6		OPA LOCKA INDSUTRIAL PARK	77-73
TVG MANAGEMENT LLC	3	6		OPA LOCKA INDSUTRIAL PARK	77-73
FIVF III FL1 LLC	4	6		OPA LOCKA INDSUTRIAL PARK	77-73
KODA CONTINENTAL	5	6		OPA LOCKA INDSUTRIAL PARK	77-73
KODA CONTINENTAL	6	6		OPA LOCKA INDSUTRIAL PARK	77-73
SF INVESTMENT PROPERTIES LLC	7 SOUTH	6		OPA LOCKA INDSUTRIAL PARK	77-73
LDM FLORIDA LLC	7 NORTH	6		OPA LOCKA INDSUTRIAL PARK	77-73
LDM FLORIDA LLC	8	6		OPA LOCKA INDSUTRIAL PARK	77-73
RAMON GONZALEZ TRS	9	6		OPA LOCKA INDSUTRIAL PARK	77-73
GNC PROPERTY INVESTMENTS LLC	10	6		OPA LOCKA INDSUTRIAL PARK	77-73

THIS SHEET IS NOT VALID WITHOUT THE OTHERS

DATE:	OWNER'S LIST 14800 N.W. 24th COURT OPA-LOCKA, FL 33054	BENNY SUAREZ SURVEYING INC. 4170 S.W. 152nd PATH, MIAMI, FLORIDA 33185 PH:(305)807-8319 Email: benysuarez@msn.com	SHEET 2 OF 3 SHEETS
04/30/2025			
SCALE:			
1"=20'			

OWNER'S LIST

OWNER'S NAME	LOT	BLOCK	TRACT		P.B. NUMBER
PALM SPRINGS INVESTMENT CORP	10	1		OPA LOCKA INDUSTRIAL PARK	77–73
4D HOLDINGS LLC	9	1		OPA LOCKA INDUSTRIAL PARK	77–73
2358 NW 151 LLC	8	1		OPA LOCKA INDUSTRIAL PARK	77–73
2358 NW 151 LLC	7	1		OPA LOCKA INDUSTRIAL PARK	77–73
2358 NW 151 LLC	6	1		OPA LOCKA INDUSTRIAL PARK	77–73
ENVIRONMENTAL PACKER CORPORATION	4	1		COHEN–AGER SUBDIVISION	86–73
ENVIRONMENTAL PACKER CORPORATION	7	1		OPA LOCKA INDUSTRIAL PARK	86–73
AMERICAN FEDERATED TITLE CORP	1	2		OPA LOCKA INDUSTRIAL PARK	78–50
ZACK INVESTMENTS OPA LOCKA LLC	2	2		OPA LOCKA INDUSTRIAL PARK	78–50
REFERENCE ONLY	TRACT A			OPA LOCKA INDUSTRIAL PARK	78–50
MEDINA PROPERTIES ONE LLC	TRACT B			OPA LOCKA INDUSTRIAL PARK	78–50
DOUBLE E INVESTMENT GROUP INC	TRACT C			OPA LOCKA INDUSTRIAL PARK	78–50

THIS SHEET IS NOT VALID WITHOUT THE OTHERS

DATE: 04/30/2025

SCALE: 1"=20'

OWNER'S LIST
14800 N.W. 24th COURT
OPA-LOCKA, FL 33054

BENNY SUAREZ
SURVEYING INC.
4170 S.W. 152nd PATH, MIAMI, FLORIDA 33185
PH:(305)807-8319 Email: benysuarez@msn.com

FOLIO	SITE ADDRESS	CITY	ZIP CODE	PROPERTY DESCRIPTION	LOT SIZE	LEGAL DESCRIPTION
0821220260070	2400 NW 147 ST	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	59677	22 52 41 1.37 AC M/L ALUMINUM INDUSTRIAL PK PB 78-50 TRACT C LOT SIZE 59677 SQUARE FEET OR 20935-3053 1202 1
0821220250460	14945 NW 25 CT	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	40000	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 3 BLK 6 LOT SIZE 40000 SQUARE FEET OR 19643-3657 04 2001 5 (2) COC 25544-0525 04 2007 6
0821220250060	2358 NW 151 ST	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	120000	22 52 41 OPA LOCKA INDUSTRIAL PARK PB 77-73 LOTS 6-7 & 8 BLK 1 LOT SIZE 120000 SQ FT
0821220260010	14701 NW 27 AVE	Opa-locka	33054-0000	MULTIFAMILY 10 UNITS PLUS : MULTIFAMILY 3 OR MORE UNITS	164822	ALUMINUM INDUSTRIAL PARK PB 78-50 LOTS 1 & 2 BLK 1 & LOTS 5 & 10 BLK 7 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT SIZE 164822 SQ FT M/L OR 12594-2522 0885 5
0821220250500	14800 NW 24 CT	Opa-locka	33054-0000	VACANT LAND - INDUSTRIAL : EXTRA FEA OTHER THAN PARKING	14000	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 7 LESS BEG SE COR OF LOT 7 TH N 01 DEG W 130FT S 88 DEG W 200FT S 01 DEG E 130FT N 88 DEG E 200FT TO POB BLK 6 LOT SIZE 14000 SQ FT OR 17543-3898 0297 4
0821220250430	2370 NW 149 ST	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	45000	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 9 BLK 5 LOT SIZE 45000 SQUARE FEET OR 19341-1576 1000 1
0821220250160	2388 NW 150 ST	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	43808	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 6 BLK 2 LOT SIZE 43808 SQUARE FEET OR 9583 1478 COC 22239-0020 04 2004 5
0821220250520	14900 NW 24 CT	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	40000	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 9 BLK 6 LOT SIZE 40000 SQUARE FEET OR 10560-246 1079 5 COC 24782-2950 06 2006 1
0821220270030	14715 NW 24 CT	Opa-locka	33054-0000	HEAVY INDUSTRIAL : HEAVY IND OR LUMBER YARD	59961	COHEN-AGER SUBDIVISION PB 86-73 LOT 3 BLK 1 LOT SIZE 59961 SQUARE FEET
0821220260030	2390 NW 147 ST	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	60674	22 52 41 ALUMINUM INDUSTRIAL PK PB 78-50 LOT 1 BLK 2 LOT SIZE 60674 SQUARE FEET OR 18039-2289 0398 1
0821220250440	2450 NW 150 ST	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	44054	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 1 BLK 6 LOT SIZE 44054 SQUARE FEET OR 18640-2571 0599 1
0821220020220	14565 NW 26 AVE	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	131677	OPA LOCKA CENTER PB 45-71 LOTS 1 TO 6 & 16 TO 21 INC BLK 310 & TRACT B ALUMINUM IND PK PB 78-50 OR 16531-0649 0994 1
0821220250370	2351 NW 147 ST	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	35400	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 3 BLK 5 LOT SIZE 35400 SQUARE FEET OR 15081-2777 0691 4 COC 22235-1303 04 2004 1
0821220270010	2390 NW 149 ST	Opa-locka	33054-0000	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	41500	COHEN-AGER SUBDIVISION PB 86-73 LOT 1 BLK 1 LOT SIZE 41500 SQUARE FEET OR 21824-2260 112003 5(3)
0821220250610	14940 NW 25 CT	Opa-locka	33054-0000	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	43000	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 12 BLK 7 LOT SIZE 43000 SQUARE FEET OR 17820-4090 1097 5 COC 21725-0153 09 2003 1
0821220250470	14735 NW 25 CT	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	40000	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 4 BLK 6 LOT SIZE 40000 SQUARE FEET OR 20504-1147 0602 4
0821220250090	2450 NW 151 ST	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	40000	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 9 BLK 1 LOT SIZE 40000 SQUARE FEET OR 17532-0856 0297 1

0821220250620	Null	Opa-locka	33054-0000	VACANT LAND - INDUSTRIAL : VACANT LAND	43000	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 13 BLK 7 LOT SIZE 43000 SQUARE FEET OR 19881-3191 0801 2(2) COC 23267-0771 04 2005 1
0821220250530	2400 NW 150 ST	Opa-locka	33054-0000	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	43844	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 10 BLK 6 LOT SIZE 43844 SQUARE FEET COC 25868-3893 08 2007 6
0821220250170	2385 NW 149 ST	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	43649	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 7 BLK 2 LOT SIZE 43649 SQUARE FEET 75R44392 COC 21727-2860 10 2003 1
0821220260040	2375 ALI BABA AVE	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	83311	22 52 41 ALUMINUM INDUSTRIAL PK PB 78-50 LOT 2 BLK 2 LOT SIZE 83311 SQUARE FEET OR 18381-3108 1298 1 COC 25065-4656 10 2006 1
0821220250501	14760 NW 24 CT	Opa-locka	33054-0000	VACANT LAND - INDUSTRIAL : EXTRA FEA OTHER THAN PARKING	26000	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 PORT OF LOT 7 DESC BEG SE COR OF LOT 7 TH N 01 DEG W 130FT S 88 DEG W 200FT S 01 DEG E 130FT N 88 DEG E 200FT TO POB BLK 6 LOT SIZE 26000 SQ FT OR 17719-4591 0797 2 (2) COC 26324-3141 11 2007 1
0821220250560	14935 NW 27 AVE	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	43000	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 3 BLK 7 OR 17966-2922 0298 1
0821220270020	14785 NW 24 CT	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	49800	COHEN-AGER SUBDIVISION PB 86-73 LOT 2 BLK 1 LOT SIZE 49800 SQUARE FEET OR 25447-1867/25842-4863 0307 4
0821220250480	14705 NW 25 CT	Opa-locka	33054-0000	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	87976	OPA LOCKA INDUSTRIAL PK PB 77-73 LOTS 5 & 6 BLK 6 LOT SIZE 87976 SQ FT OR 17719-4591 0797 2 (2) COC 22684-4067 09 2004 2
0821220250150	2370 NW 150 ST	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	35000	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 5 BLK 2 LOT SIZE 35000 SQUARE FEET OR 18988-1251 0200 2 (3)
0821220250510	14800 NW 24 CT	Opa-locka	33054-0000	VACANT LAND - INDUSTRIAL : VACANT LAND	40000	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 8 BLK 6 LOT SIZE 40000 SQ FT OR 12952-2660 0786 2
0821220250570	14851 NW 27 AVE	Opa-locka	33054-0000	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	86000	PB 77-73 OPA LOCKA INDUSTRIAL PK LOT 4 & LOT 11 BLK 7 LOT SIZE 86000 SQUARE FEET OR 14279-885/19058-2322-25 0989 4
0821220250100	2470 NW 151 ST	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	45456	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 10 BLK 1 LOT SIZE 45456 SQUARE FEET OR 15850-0609 0393 1
0821220250450	14945 NW 25 CT	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	40000	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 2 BLK 6 LOT SIZE 40000 SQUARE FEET COC 25544-0525 04 2007 6
0821220250180	2375 NW 149 ST	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	35000	22-52-41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 8 BLK 2 LOT SIZE 35000 SQ FT OR 16399-2305 0694 5
0821220270070	2350 NW 149 ST	Opa-locka	33054-0000	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	89400	COHEN-AGER SUBDIVISION PB 86-73 LOTS 4 & 7 BLK 1 LOT SIZE 89400 SQ FT OR 18750-1906 0899 6

2026 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L21000498452

Entity Name: LDM FLORIDA LLC

FILED
Jan 29, 2026
Secretary of State
9618364752CC

Current Principal Place of Business:

520 SE 5TH AVE
UNIT 2512
FT. LAUDERDALE, FL 33301

Current Mailing Address:

16W020 79TH ST
BURR RIDGE, IL 60527 US

FEI Number: 87-3731889

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DODEVSKI, SANDRA
520 SE 5TH AVE
UNIT 2512
FT. LAUDERDALE, FL 33301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	LDM HOLDING LLC
Address	16 W 020 79TH ST
City-State-Zip:	BURR RIDGE IL 60527

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: VIC DODEVSKI — MANAGER — 01/29/2026

Electronic Signature of Signing Authorized Person(s) Detail — Date

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 14800 NW 24th CT

LEGAL DESCRIPTION: FOLIO # 08-2122-025-0500 and #08-2122-025-0510
Details for Each is attached

I SUPPORT THIS DEVELOPMENT REQUEST ✓

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Vic Dodevski PHONE: 773-406-3674
LDM Florida LLC

ADDRESS (If different): 16 W 020 79 ST, Burr Ridge, IL 60527

Signature

Signature of Owner/Representative/Agent | Print and Title: Trui Schutter owner | Company/Business Name: 14785 NW 24th LLC | Date: 8/30/2024

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 14800 NW 24th CT

LEGAL DESCRIPTION: FOLIO # 08-2122-025-0500 and #08-2122-025-0510
Details for Each is attached

I SUPPORT THIS DEVELOPMENT REQUEST ✓

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Vic Dodevski PHONE: 773-406-3671
LDM Florida LLC

ADDRESS (If different): 16 W 020 79 ST, Burr Ridge, IL 60527

Signature

Signature of Owner/Representative/Agent Print and Title: Javier Jimenez Company/Business Name: Date: 8/30/24

FIALLOS MEP DESIGN INC

The efficient design to save environments.

LETTER OF INTENT

City of Opa Locka Building Department
780 Fisherman St, Opa-Locka, FL 330154

Reference: New office/mech building and trucks parking.
14800 NW 24th Ct, Miami FL 33054.
Folios: 08-2122-025-0500 & 08-2122-025-0510

To City of Opa Locka, Planning and Community Development.

We have been hired by Victor Dodevski, owner of "LDM Florida, LLC" and mailing address of: 520 SE 5 Avenue, suite 2512, Fort Lauderdale, FL 33301 with the intent to renovate the above property, the proposed renovation consists in a new building with office spaces and mechanical bay and adjacent parking lot. Also, renovation of the existing parking to be trucks parking. The two lots will be joined. Plans for new landscape design, drainage system and parking lot area will be developed as per City requirements and governing codes. For this purpose and further after zoning approval, we will develop all required construction documents to obtain the permit for construction.

If I can be of any further assistance in this matter, please feel free to contact me at (305) 877-1845. Thank You.

Sincerely,

Jorge Fiallo, PE
Professional Engineer
FL PE No. 65527

Sponsored By: City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 22, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE XII, DIVISION 5 ENTITLED "WATER AND SEWER IMPACT FEES", SPECIFICALLY AMENDING SECTION 22-379(F) ENTITLED "LEGISLATIVE FINDINGS" TO CHANGE THE NAME OF THE UPDATED RATE STUDY CONSULTANT TO STANTEC CONSULTING SERVICES INC; AMENDING SECTION 22-385 ENTITLED "COMPUTATION OF THE AMOUNT OF WATER AND SEWER IMPACT FEE" TO UPDATE WATER AND SEWER AND RELATED FACILITIES FEES; AMENDING SECTION 22-386 ENTITLED "PAYMENT OF FEE" TO UPDATE IMPACT FEE PAYMENT TERMS; 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 ("City") pursuant to Resolution Number 23-139, the City of Opa-Locka retained Stantec Consulting Services Inc. (Stantec) to conduct a comprehensive impact fee study related to new land development for water and sewer and related facilities; and

WHEREAS, based upon data collected, infrastructure needs and growth projections, Stantec updated water study and recommended modifications to the City's water and sewer impact fees; and

WHEREAS, the Impact Fee Study was presented to the City Commission on December 10, 2025; and

WHEREAS, the recommended amendments to water and sewer and related facilities impact fees are necessary to ensure that adequate levels of service are provided and maintained for growth in residential, commercial and industrial areas.

WHEREAS, the City desires to amend Chapter 22, Article XII, of the City of Opa-Locka's Land Development Regulations entitled "Impact Fees", specifically Section 22-379(f) entitled "Legislative Findings" to replace the name of the Study Consultant to reflect Stantec Consulting Services Inc; and

WHEREAS, the City further desires to amend Section 22-385 to update the water and sewer and related facilities impact fees to be consistent with the Impact Fee Study conducted by Stantec Consulting Services Inc; and

WHEREAS, the City Commission has determined that it would be in the best interests of the City to amend the Land Development Regulations as set forth herein.

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

SECTION 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Chapter 22, Article XII, Section 22-379(f) of the City of Opa-Locka's Land Development Regulations entitled "Impact Fees", specifically Section 22-379(f) entitled "Legislative Findings" as follows:

Sec. 22-379. Legislative findings.

The city commission finds, determines, and declares:

A. The city must expand its water and sewer system in order to maintain current standards if new development is to be accommodated without decreasing current levels of service. This must be done in order to promote and protect the public health, safety and welfare.

B. The state legislature through the enactment of F.S. § 3202(3) has sought to encourage the city to enact impact fees.

C. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare;

D. Each of the types of land development described in section 22-385, will create demand for the expansion of road drainage capacity and the construction of road drainage improvements.

E. The impact fees established by section 22-385 are derived from, are based upon, and do not exceed the costs of providing additional water and sewer capacity and improvements necessitated by the new land developments for which the impact fees are levied.

F. The city retained Stantec Consulting Services Inc. ~~Burton and Associates~~ to conduct a study on the need for water and sewer impact fees and the methods for calculating such fees, and that study, which was presented to the city commission on December 10, 2025, is hereby incorporated reference in its entirety.

Section 3. Amending Chapter 22, "Land Development Regulations,"Article XII, Division 5 entitled "Water and Sewer Impact Fees" of the City of Opa-Locka's Land Development Regulations entitled "Impact Fees", specifically Section 22-385 entitled "Computation of the Amount of Water and Sewer Impact Fee" as follows:

Sec. 22-385. Computation of the amount of water and sewer impact fee.

The total combined water and sewer impact fees are ~~$2,715.00~~ $3,009.00. A table presenting the calculated impact fee assuming one hundred (100) percent cost recovery from this study is presented below:

Effective Date	Water
Oct. 1, 2026	$1,570
Oct. 1, 2027	$1,701
Oct. 1, 2028	$1,701
Oct. 1, 2029	$1,701

~~Calculated Water & Sewer Impact Fees per ERU~~		
~~Water~~	~~Sewer~~	~~Combined~~
~~$1,439.00~~	~~$1,276.00~~	~~$2,715.00~~

Water meter size is used to determine ERUs for water and sewer customers. Single-family homes represent one ERU as they typically have a three-quarter (¾) inch by five-eighths (⅝) inch water meter. For larger meter sizes, the following table shows the ERUs for each meter size and the resulting water and sewer impact fees by meter size. The ERUs for each meter size are determined by the AWWA maximum flow criteria for each meter size. (See the table below and the attached impact fee study).

Water Meter Size	ERU Equivalency	10/1/26 Water & Sewer Impact Fee	10/1/27 Water & Sewer Impact Fee	10/1/28 Water & Sewer Impact Fee	10/1/29 Water & Sewer Impact Fee
5/8 inch	1	$3,009	$3,300	$3,460	$3,620
1 inch	2.5	$7,523	$8,250	$8,650	$9,050
1 1/2 inch	5	$15,045	$16,500	$17,300	$18,100
2 inch	8	$24,072	$26,400	$27,680	$28,960
3 inch	21.8	$65,596	$71,940	$75,428	$78,916
4 inch	37.5	$112,838	$123,750	$129,750	$135,750
6 inch	80	$240,720	$264,000	$276,800	$289,600
8 inch	140	$421,260	$462,000	$484,400	$506,800

~~Water Meter Size~~	~~ERUs~~	~~Water Impact Fee~~	~~Sewer Impact Fee~~	~~Combined: Water and Sewer Impact Fee~~
~~¾ inch~~	~~1~~	~~1,439~~	~~1,276~~	~~2,715~~
~~1 inch~~	2.5	~~3,598~~	~~3,190~~	~~6,788~~
~~1 ½ inch~~	~~5~~	~~7,195~~	~~6,380~~	~~13,575~~
~~2 inch~~	~~8~~	~~11,512~~	~~10,208~~	~~21,720~~
~~3 inch~~	~~16~~	~~23,024~~	~~20,416~~	~~43,440~~
~~4 inch~~	~~25~~	~~35,975~~	~~31,900~~	~~67,875~~
~~6 inch~~	~~50~~	~~71,950~~	~~63,800~~	~~135,750~~
~~8 inch~~	~~80~~	~~115,120~~	~~102,080~~	~~217,200~~

SECTION 4. Amending Chapter 22, "Land Development Regulations,"Article XII, Division 5 entitled "Water and Sewer Impact Fees" of the City of Opa-Locka's Land Development Regulations entitled "Impact Fees", specifically Section 22-386 entitled "Payment of fee" as follows:

Sec. 22-386. - Payment of fee.

A. The feepayer shall pay the water and sewer impact fee prior to the issuance of a permit.

B. The water and sewer impact fee required by this ordinance to the administrative official or his/her designee, prior to the issuance of a temporary certificate of occupancy, certificate of occupancy, or other final approval.

C. All applicable impact fees imposed by this Article shall be paid in full prior to the issuance of any building permit for the subject development.
D. No building permit, development permit, or other authorization for construction shall be issued until all required impact fees have been paid.
E. Failure to pay impact fees when due shall result in:

(a) Withholding of permits or certificates of occupancy;

(b) Stop-work orders;

(c) Imposition of liens as authorized by law.

~~C~~F. All funds collected shall be promptly transferred for deposit in the water and sewer impact fee trust fund account as determined in section 22-388 and used solely for the purposes specified in this division.

SECTION 5. Authorization of City Commission. The City Commission of the City of Opa-Locka, Florida hereby authorizes the update of the amendments as set forth herein.

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. Conflict and Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8. 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 9. 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 10. 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 _____ 2026.

PASSED SECOND READING this __ day of _____ 2026.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**			
City Manager:	Sha'mecca Lawson			**CM Signature**			
Commission Meeting Date:	3.11.2026		**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: 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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Business & Economic Development**		
Sponsor Name	City Manager		**Department:**		Planning & Community Development		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING ORDINANCE 15-24 RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE INCORPORATED AREAS OF THE CITY OF OPA LOCKA, FLORIDA; IMPOSING AN IMPACT FEE ON LAND DEVELOPMENT IN THE CITY OF OPA LOCKA FOR PROVIDING FOR NEW WATER AND SEWER AND RELATED FACILITIES NECESSITATED BY SUCH NEW DEVELOPMENT; STATING THE AUTHORITY FOR ADOPTION OF THE ORDINANCE; PROVIDING DEFINITIONS; PROVIDING FINDINGS AND DECLARATIONS OF THE CITY COMMISSION; PROVIDING FOR THE PAYMENT AND TIME OF PAYMENT OF A WATER AND SEWER IMPACT FEE; PROVIDING FOR REVIEW OF WATER AND SEWER IMPACT FEES AND THE FEE SCHEDULES; PROVIDING FOR THE ESTABLISHMENT OF A WATER AND SEWER IMPACT FEE DISTRICT; PROVIDING FOR THE PLACEMENT OF REVENUE COLLECTED FROM WATER AND SEWER IMPACT FEES INTO THE WATER AND SEWER IMPACT FEE TRUST FUND ESTABLISHED FOR THAT PURPOSE; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING FOR REFUND OF UNEXPENDED FUNDS; PROVIDING FOR USE OF FUNDS DERIVED FROM WATER AND SEWER IMPACT FEES; PROVIDING THAT WATER AND SEWER IMPACT FEES MAY BE PLEDGED TOWARD PAYMENT OF BOND ISSUES AND SIMILAR DEBT

INSTRUMENTS; PROVIDING FOR PENALTIES FOR VIOLATION OF THIS ORDINANCE; CONTAINING A REPEALER PROVISION FOR SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

Staff Summary:

Water and sewer services are essential to maintain an elevated quality of life. Impact fees should be reviewed and updated every five years to ensure they remain sufficient to meet current and projected demands, however the City's fees have been in effect for nearly a decade.

The City Commission previously adopted Ordinance No. 15-24 which imposed impact fees on new land development for water and sewer related facilities.

Pursuant to Resolution No. 23-139, the City retained Stantec Consulting Services to conduct a comprehensive impact fee study. Based on current data, infrastructure needs, and growth projections, Stantec recommended modifications to the City's water and sewer impact fees. The Impact Fee Study was presented to the City Commission on December 10, 2025, and is incorporated herein by reference.

The recommended amendments to the water and sewer and related facilities impact fees are necessary to ensure that adequate levels of service are provided and maintained for new growth in residential, commercial, and industrial areas. The existing impact fees—$1,439 per Equivalent Residential Unit (ERU) for water and $1,276 per ERU for sewer—are insufficient to meet the City's current and future infrastructure needs.

Accordingly, Stantec recommended a four-year phased-in increase to the water and sewer impact fees, as outlined below:

Phase In Year	Date Range	Water Impact Fee	Sewer Impact Fee	Total Impact Fee
Year 1	July 1, 2026-June 30, 2027	$1,570	$1,439	$3,009
Year 2	July 1, 2027-June 30, 2028	$1,701	$1,599	$3,300
Year 3	July 1, 2028-June 30, 2029	$1,701	$1,759	$3,460
Year 4	July 1,2029-June 30, 2030	$1,701	$1,919	$3,620

Financial Impact- With a Water Impact fee increase of $131.00 or 9% and the Sewer Impact fee of $160.00 or 13%. Cumulatively this equates to $291.00 or 11% increase. Future Impact Fee revenues could increase at the same rate or more depending on new development in the City.

Proposed Action:

Planning and Community Development staff recommend the approval of this legislation.

Attachment:

Draft Ordinance
Stantec Impact Fee Study and Recommendations
Ordinance 04-09
Ordinance 15-24

Stantec

Opa-Locka, FL

Impact Fee Study

Background

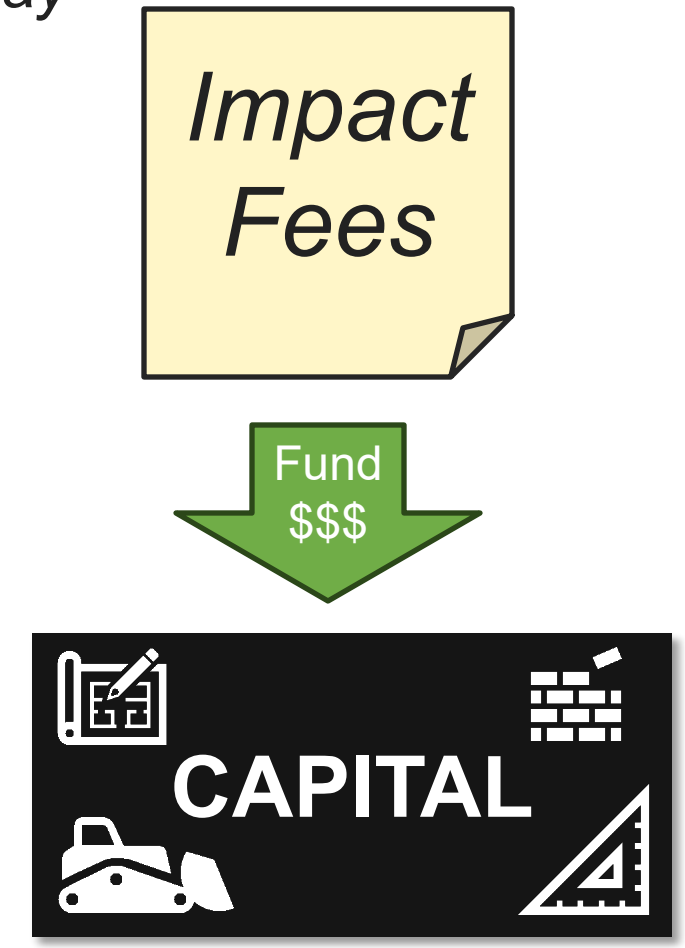
- City of Opa-Locka impact fees unchanged since 2015 Study performed by Stantec
  - Parks
  - Police
  - Stormwater
  - Water
  - Sewer

Scope of Study: Re-calculate all existing impact fees

Background

- Impact fees allow new development to *"pay its own way"*
  - Funds expansion related capital costs
  - Not for operations, maintenance, or replacement

- Without impact fees:
  1) Facilities may not be constructed
  2) Facilities may be funded by existing taxpayers



Background

Current Fee schedule (adopted in 2015)

	Parks	Public Safety	Stormwater	Water	Sewer
Charge	$0.998	$0.17	$829	$1,439	$1,279
Unit	SQFT	SQFT	ERU	ERU	ERU

Calculation

US CPI Growth since ‘15 = 32%

	Cost Basis	Capacity	Single Family Impact Fee	Existing (2015)	%
Parks	$12.6 M	Existing Residential Served	**$1.31**	$0.998	31%
Public Safety	$3.8 M	Existing Served	**$0.20**	$0.17	18%
Stormwater	$15.1 M	Existing Impervious ERUs + 15yr Growth	**$835**	$829	1%
Water	$26.3 M	Equivalent Residential Connections	**$1,701**	$1,439	18%
Sewer	$30.3 M	Equivalent Residential Connections	**$2,405**	$1,279	88%

Totals – Single Family

	Existing Fee (2015)	Proposed Impact Fee	Change $	Change %
Parks*	$1,497	**$1,965**	+$468	31%
Public Safety*	$255	**$300**	+$45	18%
Stormwater **	$829	**$829**	$0	0%
Water	$1,439	**$1,701**	+$262	18%
Sewer ***	$1,279	**$1,919**	+$640	50%
Total	$5,299	**$7,315**	+$1,415	38%

* Single Family average of 1,500 SF

** Recommend no change

*** Capped at 50%

Reforms to Florida Impact Fee Law

"Phase-In Limitations" on Impact Fee Increases

- ☑ ≤ 25% Two Equal Annual Increments
- ☑ >25% ≤ 50% Four Increments
- ☑ >50% Not Allowed
- ☑ Increase only once every 4 years

Exceeding the Limitations

1. A special study that outlines ***extraordinary circumstances***
2. Two publicly noticed workshops
3. Two-thirds approval

Parks and Recreation Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Parks & Recreation Impact Fee	31%	4 Year	$ 0.998	$ 1.08	$ 1.15	$ 1.23	$ 1.31

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Parks & Recreation Impact Fee		*$ 0.08*	*$ 0.07*	*$ 0.08*	*$ 0.08*

Public Safety Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Public Safety Impact Fee	18%	2 Years	$ 0.17	$ 0.19	$ 0.20	$ 0.20	$ 0.20

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Public Safety Impact Fee		*$ 0.02*	*$ 0.01*	$ -	$ -

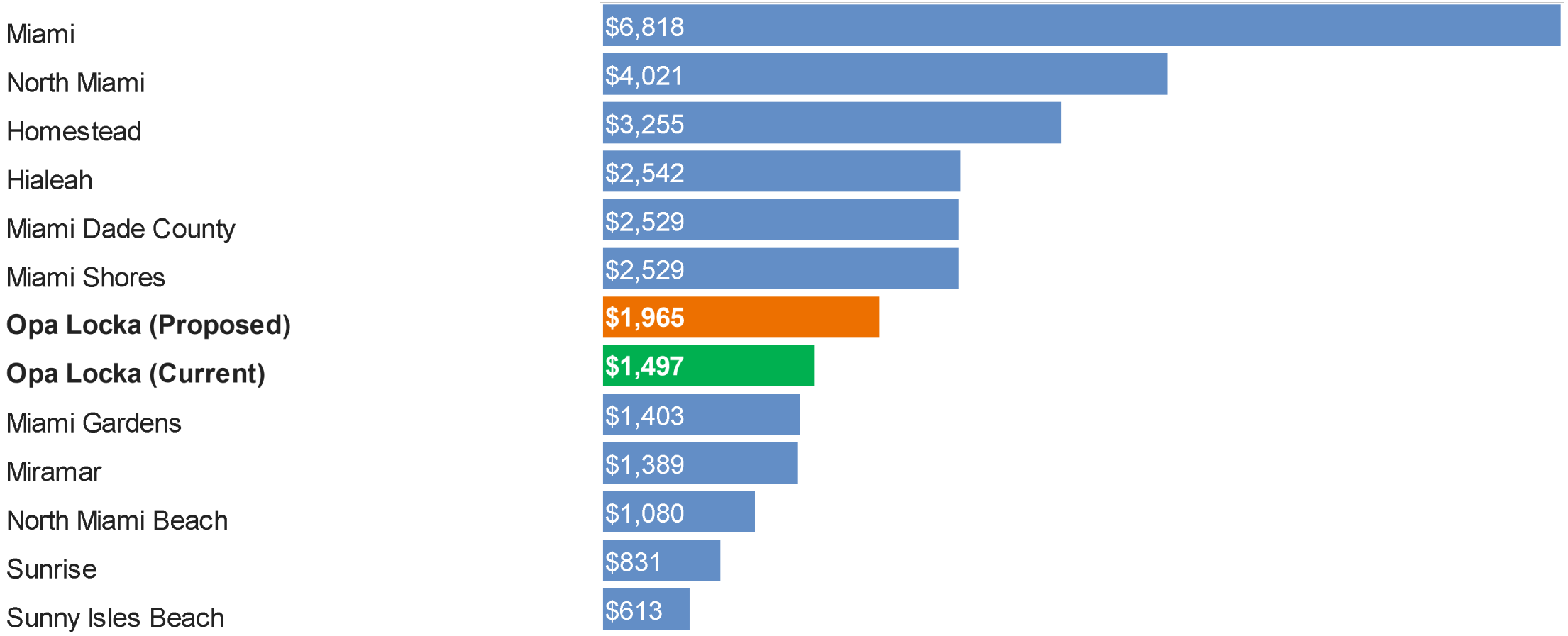
Water/Sewer Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Water Impact Fee	18%	2 Year	$ 1,439.00	$ 1,570.00	$ 1,701.00	$ 1,701.00	$ 1,701.00
Sewer Impact Fee	50% [1]	4 Year	$ 1,279.00	$ 1,439.00	$ 1,599.00	$ 1,759.00	$ 1,919.00

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Water Impact Fee		*$ 131.00*	*$ 131.00*	*$ -*	*$ -*
Sewer Impact Fee		*$ 160.00*	*$ 160.00*	*$ 160.00*	*$ 160.00*

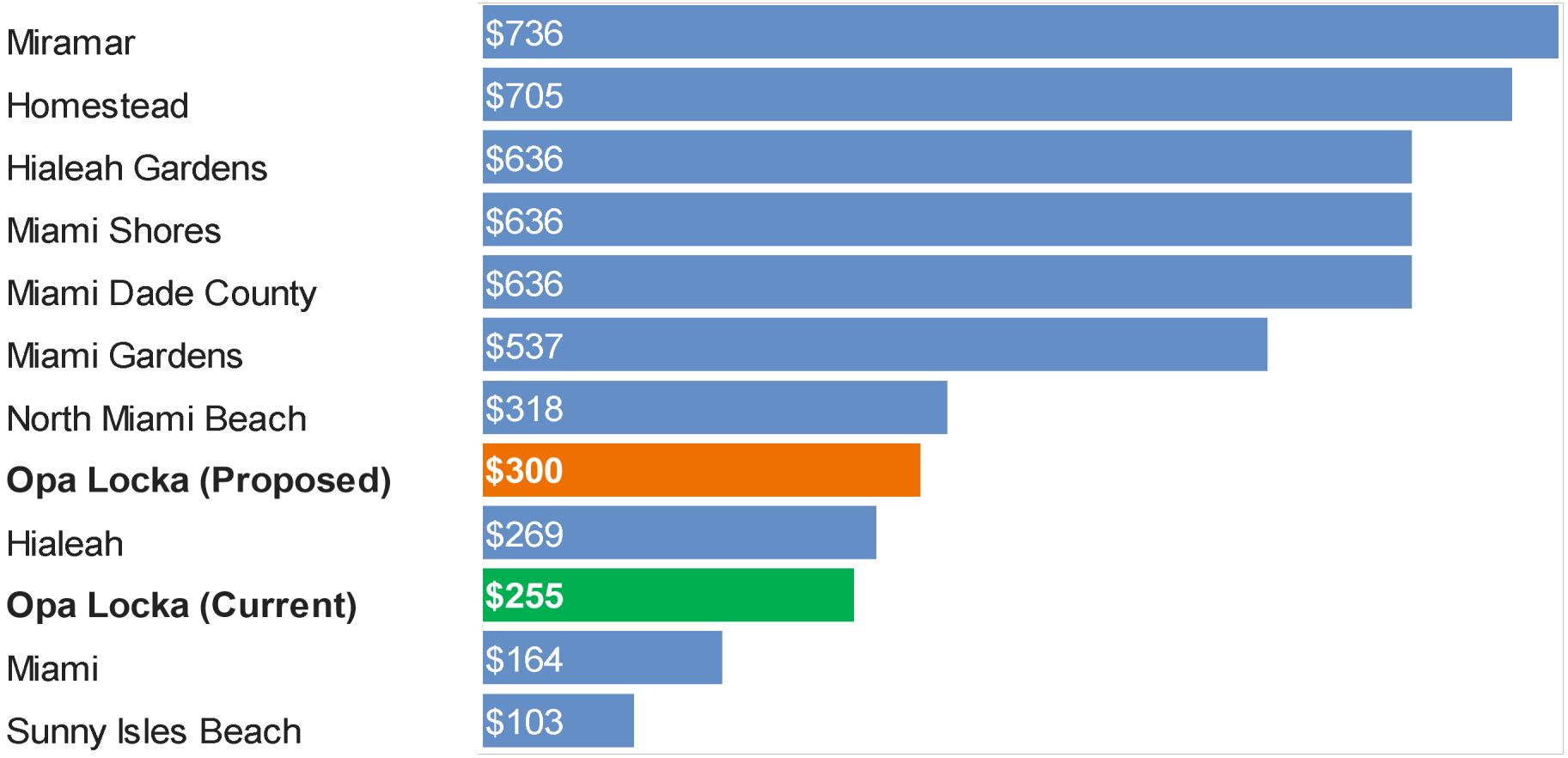
[1] Sewer Impact Fee increase limited to 50% according to limits set by Florida State Statues

Parks and Recreation Impact Fee Survey – Single Family



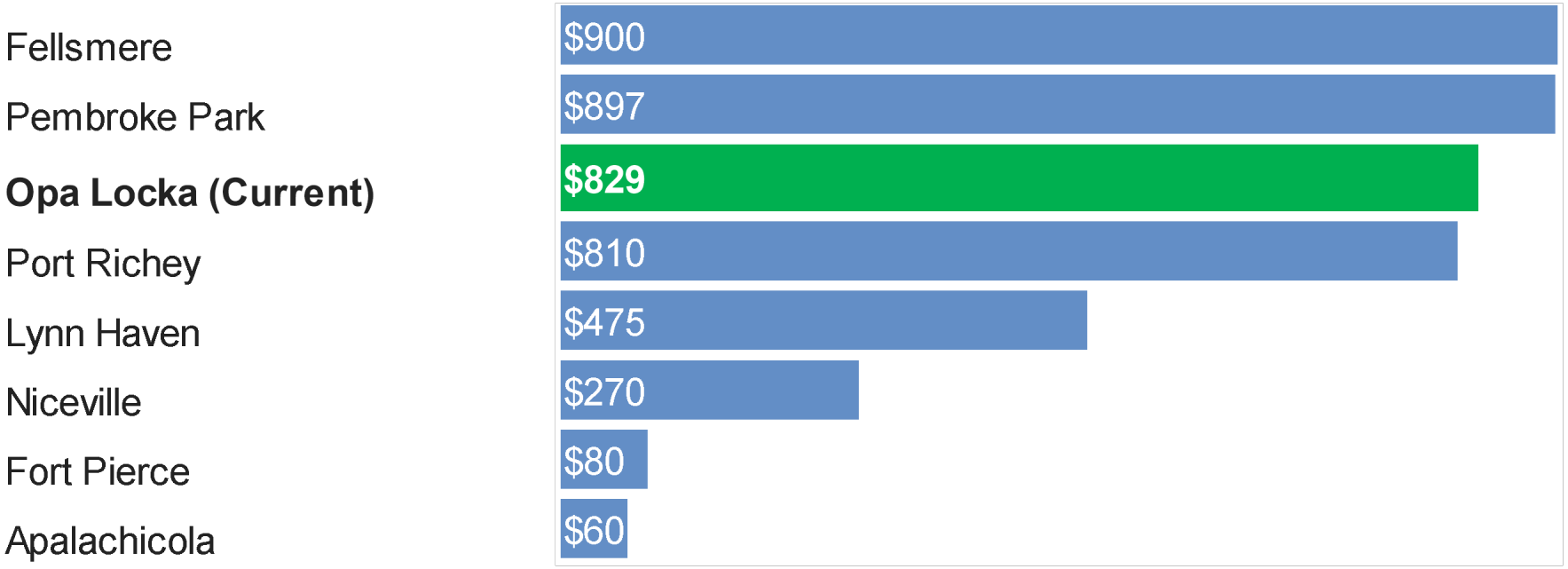
Based on Single Family average square footage of 1,500

Public Safety Impact Fee Survey – Single Family



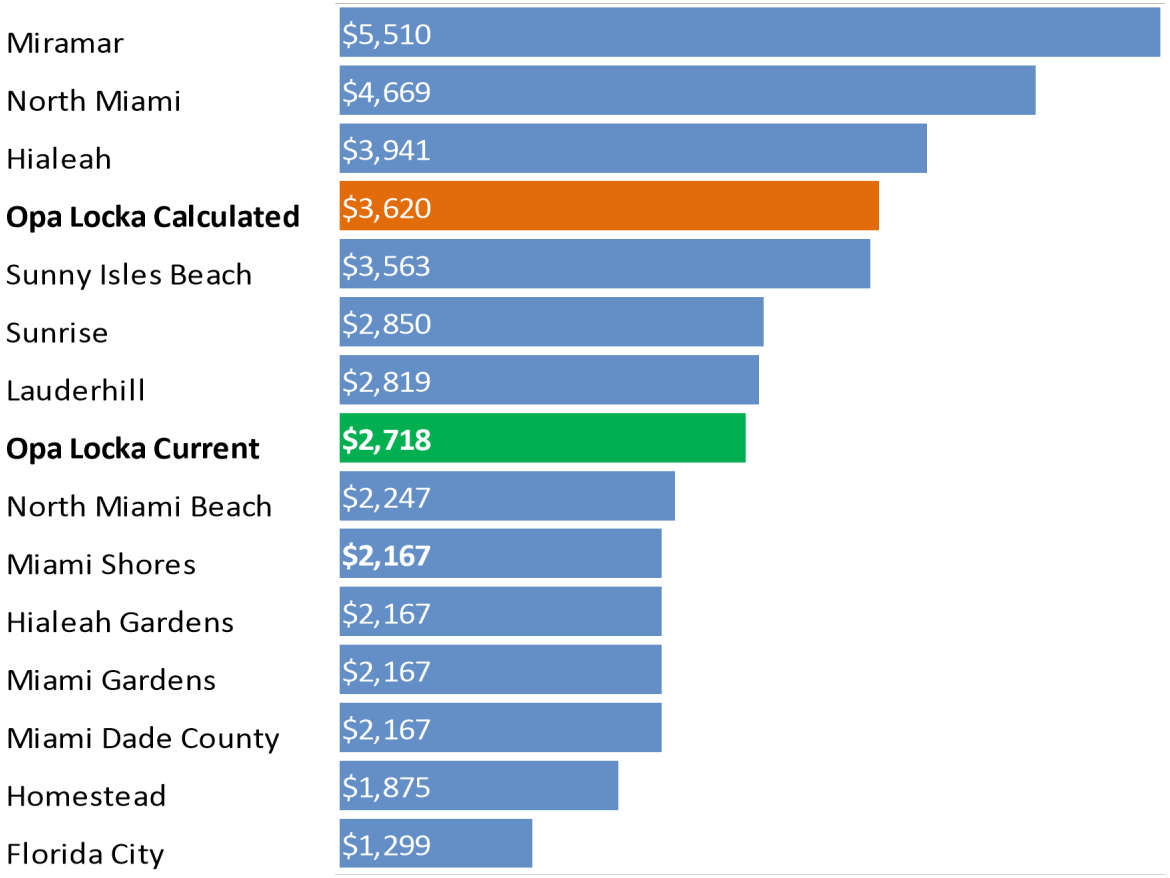
Based on Single Family average square footage of 1,500

Stormwater Impact Fee Survey – Single Family



Water/Sewer Impact Fee Survey – Single Family

Single Family Water Sewer Impact Fee Survey



Based on Single Family average square footage of 1,500

Next Steps

- Consider adopting the updated schedule of calculated impact fees as presented herein
- Notice required **90 days** before the effective date
- Update impact fees in four years

Questions?

Peter Napoli
Senior Manager
Peter.Napoli@stantec.com

1st Reading: June 24, 2015
2nd Reading: July 22, 2015
Public Hearing: July 22, 2015
Adopted: July 22, 2015
Effective Date: July 22, 2015
Sponsored by: City Manager

ORDINANCE NO. 15-24

WATER AND SEWR IMPACT FEE ORDINANCE

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE INCORPORATED AREAS OF THE CITY OF OPA LOCKA, FLORIDA; IMPOSING AN IMPACT FEE ON LAND DEVELOPMENT IN THE CITY OF OPA LOCKA FOR PROVIDING FOR NEW WATER AND SEWER AND RELATED FACILITIES NECESSITATED BY SUCH NEW DEVELOPMENT; STATING THE AUTHORITY FOR ADOPTION OF THE ORDINANCE; PROVIDING DEFINITIONS; PROVIDING FINDINGS AND DECLARATIONS OF THE CITY COMMISSION; PROVIDING FOR THE PAYMENT AND TIME OF PAYMENT OF A WATER AND SEWER IMPACT FEE; PROVIDING FOR REVIEW OF WATER AND SEWER IMPACT FEES AND THE FEE SCHEDULES; PROVIDING FOR THE ESTABLISHMENT OF A WATER AND SEWER IMPACT FEE DISTRICT; PROVIDING FOR THE PLACEMENT OF REVENUE COLLECTED FROM WATER AND SEWER IMPACT FEES INTO THE WATER AND SEWER IMPACT FEE TRUST FUND ESTABLISHED FOR THAT PURPOSE; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING FOR REFUND OF UNEXPENDED FUNDS; PROVIDING FOR USE OF FUNDS DERIVED FROM WATER AND SEWER IMPACT FEES; PROVIDING THAT WATER AND SEWER IMPACT FEES MAY BE PLEDGED TOWARD PAYMENT OF BOND ISSUES AND SIMILAR DEBT INSTRUMENTS; PROVIDING FOR PENALTIES FOR VIOLATION OF THIS ORDINANCE; CONTAINING A REPEALER PROVISION FOR SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1: Legislative Findings

The City Commission of the City of Opa-locka finds, determines, and declares:

A. The City of Opa-locka must expand its water and sewer system in order to maintain current standards if new development is to be accommodated without decreasing current levels of service. This must be done in order to promote and protect the public health, safety and welfare.

B. The Florida Legislature through the enactment of Florida Statutes, Chapter 163, Part II, Section 3202(3) has sought to encourage the City of Opa-locka to enact impact fees.

C. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare;

D. Each of the types of land development described in Section 7 hereof, will create demand for the expansion of road drainage capacity and the construction of road drainage improvements.

E. The impact fees established by Section 7 are derived from, are based upon, and do not exceed the costs of providing additional water and sewer capacity and improvements necessitated by the new land developments for which the impact fees are levied.

F. The City retained Burton and Associates to conduct a study on the need for water and sewer impact fees and the methods for calculating such fees, and that study, which was presented to the City Commission on May 5th, 2015, is hereby incorporated reference in its entirety.

Section 2. Short Title and Authority

A. This ordinance shall be known and may be cited as the "The City of Opa-locka Water and Sewer Impact Fee Ordinance."

B. The City Commission of the City of Opa-locka has the authority to adopt this ordinance pursuant to Article IV of the Constitution of the State of Florida, and Chapter 125 of the Florida Statutes.

C. This ordinance shall apply in the incorporated area of the City of Opa-locka.

Section 3: Intents and Purposes

A. This ordinance is intended to assist in the implementation of the City of Opa-locka Comprehensive Plan.

B. The purpose of this ordinance is to regulate the use and development of land so

as to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide water and sewer improvements in the City of Opa-locka.

Section 4: Rules of Construction

A. The provisions of this ordinance shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety and welfare.

B. For the purposes of administration and enforcement of this ordinance, unless otherwise stated in this ordinance, the following rules of construction shall apply to the text of this ordinance:

(1) In case of any difference of meaning or implication between the text of this ordinance and any caption, illustration, summary table, or illustrative table, the text shall control.

(2) The word "shall" is always mandatory and not discretionary; the word "may" is permissive.

(3) Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.

(4) The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for."

(5) The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.

(6) Unless the context clearly indicates the contrary, where a regulation involves two (2) or more items, conditions, provisions, or events connected by the conjunction "and", "or" or "either...or", the conjunction shall be interpreted as follows:

(a) "And" indicates that all the connected terms, conditions, provisions or events shall apply.

(b) "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.

(c) "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.

(7) The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

(8) "Administrative Official" means the Director of the Building & License Department and the Building Official or his/her designee who will carry out the administration of this ordinance.

Section 5: Definitions

A. A "fee payer" is a person applying for the issuance of a building permit.

B. "Building permit" is the approval issued by the City of Opa-locka that authorizes the construction or placement of a building, dwelling, mobile home, recreational vehicle or other structure on a site, where the purposes of the building or structure is for the occupancy by humans. This would include temporary as well as permanent occupancy.

C. A "capital improvement" includes planning, land acquisition, site improvements, the construction of new or expanded road drainage facilities, and the acquisition of equipment, but excludes maintenance and operation.

D. "Development Order" means a regulatory approval by the City of Opa-locka.

E. "Square Footage" shall be measured in terms of heated or air-conditioned floor area.

Section 6: Imposition of Water and Sewer Impact Fee

A. Any person who, after the effective date of this ordinance, seeks to develop land within the City of Opa-locka, Florida, by applying for a building permit is hereby required to pay a water and sewer impact fee in the manner and amount set forth in this ordinance.

B. No Certificate of Occupancy for any activity requiring payment of a Road Drainage Impact Fee pursuant to Section 7 of this ordinance shall be issued unless and until the Water and Sewer Impact Fee hereby required has been paid.

C. No extension of a building permit issued prior to the effective date of this ordinance for any activity requiring payment of a Road Drainage Impact Fee pursuant to Section 7 of this ordinance shall be granted unless and until the Water and Sewer Impact Fee hereby required has been paid.

Section 7: Computation of the Amount of Water and Sewer Impact Fee

The total combined water and sewer impact fees are $2,715. A table presenting the calculated impact fee assuming 100% cost recovery from this study is presented below.

Calculated Water & Sewer Impact Fees per ERU		
Water	**Sewer**	**Combined**
$1,439	**$1,276**	**$2,715**

Water meter size is used to determine ERU's for water and sewer customers. Single-Family homes represent one ERU as they typically have a 3/4" x 5/8" water meter. For larger meter sizes, the

following table shows the ERU's for each meter size and the resulting water and sewer impact fees by meter size. The ERU"s for each meter size are determined by the AWWA maximum flow criteria for each meter size. (See the table below and the attached Impact Fee Study).

Water Meter Size	ERU's	Water Impact Fee	Sewer Impact Fee	Combined: Water & Sewer Impact Fee
¾ inch	1	1,439	1,276	2,715
1 inch	2.5	3,598	3,190	6,788
1-1/2 inch	5	7,195	6,380	13,575
2 inch	8	11,512	10,208	21,720
3 inch	16	23,024	20,416	43,440
4 inch	25	35,975	31,900	67,875
6 inch	50	71,950	63,800	135,750
8 inch	80	115,120	102,080	217,200

Section 8: Payment of Water and Sewer Impact Fee

A. The fee payer shall pay the Water and Sewer Impact Fee prior to the issuance of a permit.

B. The Water and Sewer Impact Fee required by this ordinance to the Administrative Official or his/her designee, prior to the issuance of a Temporary Certificate of Occupancy, Certificate of Occupancy, or other final approval.

C. All funds collected shall be promptly transferred for deposit in the Water and Sewer Impact Fee Trust Fund account as determined in Section 10 of this ordinance and used solely for the purposes specified in this ordinance.

Section 9: Water and Sewer Impact Fee Districts

There is hereby established one (1) Water and Sewer Impact Fee Benefit District which includes all land within the City of Opa-locka jurisdictional boundary.

Section 10: Water and Sewer Impact Fee Trust Fund Established

A. There is hereby established one (1) Water and Sewer Impact Fee Trust Fund, established by Section 9 of this Ordinance.

B. Funds withdrawn from this account must be used in accordance with the provisions of Section 11 of this ordinance.

Section 11: Use of Funds

A. Funds collected from Water and Sewer Impact Fees shall be used solely for the purpose of acquiring and/or making capital improvements to water & sewer infrastructure under the jurisdiction of the City of Opa-locka, the County, or the State of Florida, and shall not be used for City day to day operations or road maintenance.

B. Funds shall be used exclusively for acquisitions, expansions, or capital improvements within the City-wide Water and Sewer Impact Fee District, which the funds were collected. Funds shall be expended in the order in which they are collected.

C. In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which Water and Sewer Impact Fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided are of the type described in Paragraph A above.

D. At least once each fiscal period the Administrative Official shall present to the City Commission a proposed capital improvement program for road drainage, assigning funds, including any accrued interest, to specific road drainage improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the Water and Sewer Impact Fee Trust Fund until the next fiscal period except as provided by the refund provisions of this ordinance.

E. Funds may be used to provide refunds as described in Section 12.

Section 12: Refund of Water and Sewer Impact Fees Paid

A. If a building permit expires without commencement of construction, then the fee payer shall be entitled to a refund, without interest, of the Water and Sewer Impact Fee paid as a condition for its issuance except that the City shall retain three percent (3%) or $100.00 of the fee, whichever is greater, to offset a portion of the costs of collection and refund. The fee payer must submit an application for such a refund to the Administrative Official thirty (30) days, prior to the expiration of the permit.

B. Any funds not expended or encumbered by the end of the calendar quarter immediately following six (6) years from the date the Water and Sewer Impact Fee was paid shall, upon application of the then current land owner, be returned to such landowner with interest at the rate of three percent (3%) per annum, provided that the land owner submits an application for a refund to the Administrative Official within 180 days of the expiration of the six (6) year period. An extension of the six (6) year period, of an additional four (4) years may be permitted, at the City Commission's discretion, for projects or improvements that entail long range planning and design.

Section 13: Exemptions and Credits

A. Exemptions. The following shall be exempted from payment of Water and Sewer Impact Fees:

(1) Alterations or expansion of an existing building where no additional square footage is created, where the use is not changed, and/or where no additional demand for Water & Sewer facilities or applicable improvements will be created, as determined by the Administrative Official.

(2) The construction of accessory buildings or structures, unless such construction is determined by the Administrative Official to be an expansion or extension of the principal use for which Road Drainage Impact Fees are payable.

(3) The replacement of a building or structure with a new building or structure of the same size and use.

(4) The installation of a replacement mobile home on a lot or other such site when a Water and Sewer Impact Fee for such mobile home site has previously been paid pursuant to this ordinance or where a mobile home legally existed on such site on or prior to the effective date of this ordinance.

(5) The installation of a mobile unit for temporary construction purposes.

Any claim of exemption must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

B. Credits. Any claim for credit under these provisions shall be made on an official Impact Fee Credit Application provided by the City of Opa-locka, and submitted along with all other required documentation to the Administrative Official. Credit against required Water & Sewer Impact Fees shall be subject to the following:

(1) Water and Sewer land and/or road drainage capital improvements may be offered by the fee payer as total or partial payment of the required Water & Sewer Impact Fee. The offer must specifically request or provide for a Water & Sewer Impact Fee credit. If the Administrative Official accepts such an offer, whether the acceptance is before or after the effective date of this ordinance, the credit shall be determined and provided in the following manner:

(a) Credit for the dedication of land shall be valued at:

(i) 115% of the most recent assessed value by the Miami-Dade County Property Appraiser; or

(ii) by fair market value established by a private, certified appraiser acceptable to the City. At the City's option, a second appraisal may be contracted at the City's expense. Credit for the dedication of water & sewer land shall be provided when the property has been conveyed at no charge to, and accepted by, the City in a manner satisfactory to the City Commission; or

(iii) by such other appropriate method as the City Commission may have accepted prior to the effective date of this ordinance for particular water & sewer facility improvements.

(b) Applicants for credit for construction of water & sewer facilities improvements shall:

(i) submit acceptable engineering drawings and specifications, and construction cost estimates to the Administrative Official;

(ii) the Administrative Official shall, within a reasonable period of time, determine credit for construction based upon either these cost estimates, or upon alternative engineering criteria and construction cost estimates if the Administrative Official determines that such estimates submitted by the applicant are either unreliable or inaccurate;

(iii) the Administrative Official shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate and return such signed document to the Administrative Official before credit will be given;

(iv) the failure of the applicant to sign, date, and return such document within sixty (60) days shall nullify the credit.

(c) Except as provided in subparagraph (d), credit against Water and Sewer Impact Fees otherwise due will not be provided until:

(i) the construction is completed and accepted by the City, the County, or the State, whichever is applicable;

(ii) a suitable maintenance and warranty bond is received and approved by the City Clerk, the City Manager and the City Attorney of the City of Opa-locka, when applicable.

(d) Credit may be provided before completion of specified water & sewer improvements if adequate assurances are given by the applicant that the standards set out in subparagraph (c) (i) , (ii) will be met and if the fee payer posts security as provided below for the costs of such construction. Security in the form of a performance bond, irrevocable letter of credit or escrow agreement shall be posted with and approved by the City of Opa-locka in an amount determined by the Administrative Official. If the water & sewer construction project will not be constructed within one (1) year of the acceptance of the offer by the Administrative Official, the amount of the security shall be increased by ten percent (10%) compounded, for each year of the life of the security. The security shall be reviewed and approved by the City Commission prior to acceptance of the security. If the water & sewer construction project is not to be completed within five (5) years of the date of the fee payer's offer, the City Commission must approve the water & sewer construction project and its scheduled completion date prior to the acceptance of the offer by the Administrative Official.

(2) Any claim for credit must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived. The fee

payer may apply for credit prior to the issuance of a building permit, however, credit shall only be applied against building permits issued subsequent to the application for credit. Refunds shall be made only to the person(s) or entity who made the creditable payment or contribution.

(3) Credits shall not be transferable from one project or development to another without the approval of the City Commission and may only be transferred to a different development upon a finding by the City Commission that the dedication for which the credit was given benefits such different development.

(4) No credit shall exceed the amount due for the applicable Water and Sewer Impact Fee required.

(5) The right of credit shall run with the land and be claimed only by the owners of the land for which credit is claimed.

Section 14: Appeals

A. Any fee payer aggrieved by a decision of the Administrative Official made pursuant to this ordinance shall have the right to appeal to the City Commission. Prior to any such appeal, the aggrieved fee payer shall file a request for reconsideration with the Administrative Official who shall act upon such request within fifteen (15) days.

B. If, after reconsideration by the Administrative Official, the fee payer chooses to continue with an official appeal, the fee payer, within fifteen (15) days of the Administrative Official's decision on the request for reconsideration, may file with the Administrative Official a Notice of Appeal specifying the grounds, therefore. The Administrative Official shall forthwith transmit to the City Commission all papers constituting the record upon which the action appealed from is taken. The Mayor and City Commission shall thereafter establish a reasonable date and time for a hearing on the appeal, give due notice thereof, and decide the same within a reasonable period of time following the hearing. Any fee payer submitting a Notice of Appeal shall have the right to appear at the hearing, to present evidence, and be represented by counsel.

C. A fee payer may pay a Water and Sewer Impact Fee under protest to obtain a building permit and by making such payment shall not be estopped from:

(1) Exercising the right of appeal provided for in this Section, or

(2) Receiving a refund of any amount deemed to have been erroneously collected.

Section 15: Review

The Water and Sewer Impact Fee Schedule contained in Section 7 (A) shall be reviewed by the City Commission at least once each fiscal biennium.

Section 16: Penalty Provision

A violation of this ordinance shall be prosecuted in the same manner as misdemeanors are prosecuted and upon conviction the violator shall be punishable according to law; however in addition to or in lieu of any criminal prosecution, the City of Opa-locka shall have the power to initiate legal action in civil court to enforce the provisions of this ordinance.

Section 17: Repealer Provision:

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 18: Severability:

If any section, phrase, sentence 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 thereof.

PASSED AND ADOPTED THIS 22nd DAY OF July, 2015.

Myra Taylor
Mayor

ATTEST TO:

Joanna Flores
City Clerk

Approved as to form and sufficiency:

Vincent T. Brown, Esq.
Brown Law Group, LCC
City Attorney

Moved by: COMMISSIONER KELLEY
Second by: COMMISSIONER SANTIAGO

Commission Vote: 4-0

Commissioner Kelley:	YES
Commissioner Pinder:	OUT OF ROOM
Commissioner Santiago:	YES
Vice Mayor Holmes:	YES
Mayor Taylor:	YES

Sponsored by: City Manager

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 22, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE XII, "IMPACT FEES", SPECIFICALLY AMENDING, SECTION 22-310(F), ENTITLED "LEGISLATIVE FINDINGS" TO UPDATE THE METHODOLOGY AND ANALYSIS REPORT TITLE; AMENDING SECTION 22-316(A) ENTITLED "COMPUTATION OF THE AMOUNT OF PUBLIC SAFETY IMPACT FEE" TO UPDATE THE PUBLIC SAFETY FEE SCHEDULE; AMENDING SECTION 22-317 ENTITLED "PAYMENT OF FEE" TO UPDATE IMPACT FEE PAYMENT TERMS; 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 ("City") desires to maintain adopted levels of service for new growth within the City, including water, sewer, road drainage, parks, and public safety services. The City's impact fees are outdated and, as a matter of sound public policy, should be reviewed and updated every five years to ensure they reflect current conditions and projected growth; and

WHEREAS, the City Commission previously adopted Ordinance No. 15-22, which amended Ordinance 04-10 enacting the request for payment of impact fees on new land development within the City in order to provide and maintain adequate levels of public safety services necessitated by residential, commercial, and industrial growth; and

WHEREAS, the City retained Stantec Consulting Services to conduct a comprehensive impact fee study. Based on current data, service demands, and growth projections, Stantec recommended modifications to the City's impact fee structure. The Stantec Impact Fee Study was presented to the City Commission on December 10, 2025, and is incorporated herein by reference; and

WHEREAS, the recommended amendments are necessary as the current public safety impact fee of $0.166 per square foot is insufficient to meet these needs; and

WHEREAS, Stantec further recommended a four-year phased-in increase to the public safety impact fee; and

WHEREAS, the City Commission has determined that it would be in the best interest of the City to amend the following sections of the City's Land Development Regulations.

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

Section 1. Adoption of Representations.

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

Section 2. Amending Chapter 22, Article XII, Section 22-310(F) of the City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 3 entitled "Public Safety Impact Fee", specifically Section 22-310(F) entitled "Legislative findings" as follows:

Sec. 22-310. Legislative findings.

A. The city must expand its public safety capital facilities in order to maintain current standards if new development is to be accommodated without decreasing current standards. This must be done in order to promote and protect the public health, safety and welfare.

B. The state legislature, through the enactment of F.S. § 163.3202(3) has sought to encourage the city to enact impact fees.

C. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of public safety capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare.

D. Each of the types of land development described in section 22-316, will create a need for the construction, equipping, or expansion of public safety capital facilities.

E. The fees established by section 22-316 are derived from, are based upon, and do not exceed the costs of providing additional public safety necessitated by the new land developments for which the fees are levied.

F. The report entitled "Methods and Data Used to Calculate Police, Park & Recreation and Public Works Impact Fees", dated July 19, 2004, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs for additional public safety in the city.

Section 3. Amending Chapter 22, Article XII, Section 22-316(A) of the City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 3 entitled "Public Safety Impact Fee", specifically Section 22-316(A) entitled "Computation of the amount of public safety impact fee" as follows:

Sec. 22-316. Computation of the amount of public safety impact fee.

A. A. At the option of the feepayer, the amount of the public safety impact fee may be determined by the following fee schedules:

Public safety fee schedule
Residential floor area
Cost per sq. ft.…$0.166
Business floor area
Cost per sq. ft.…$0.166

Section 4. Amending Chapter 22, Article XII, Section 22-317 of the City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 3 entitled "Public Safety Impact Fee", specifically Section 22-317 entitled "Payment of fee" as follows:

Sec. 22-317. - Payment of fee.

A. The feepayer shall pay the public safety impact fee required by this division to the city manager or his/her designee prior to the issuance of a building permit.

B. All applicable impact fees imposed by this Article shall be paid in full prior to the issuance of any building permit for the subject development.

C. No building permit, development permit, or other authorization for construction shall be issued until all required impact fees have been paid.

D. Failure to pay impact fees when due shall result in:

(a) Withholding of permits or certificates of occupancy;

(b) Stop-work orders;

(c) Imposition of liens as authorized by law.

~~B~~E. All funds collected shall be properly identified by and promptly transferred for deposit in the public safety impact fee trust fund to be held in separate accounts as determined in section 22-319 and used solely for the purposes specified in this division.

SECTION 5. 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 6. Conflict and Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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 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 _____ 2026.

PASSED SECOND READING this __ day of _____ 2026.

_____

John Taylor, Mayor

ATTEST:

_____

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Santiago _____

Commissioner Ervin _____

Vice Mayor Kelley _____

Mayor Taylor _____

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**		
City Manager:	Sha'mecca Lawson			**CM Signature**		
Commission Meeting Date:	3.25.2026		**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: 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)* **Business & Economic Development**	
	X					
Sponsor Name	City Manager		**Department:**		Planning & Community Development	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING ORDINANCE 15-22 PROVIDING FOR PAYMENT OF AN IMPACT ON LAND DEVELOPMENT IN THE CITY OF OPA-LOCKA FOR PROVIDING PUBLIC SAFETY NECESSITATED BY SUCH NEW DEVELOPMENT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City of Opa-locka desires to maintain adopted levels of service for new growth within the City, including water, sewer, road drainage, parks, and public safety services. The City's impact fees are outdated and, as a matter of sound public policy, should be reviewed and updated every five years to ensure they reflect current conditions and projected growth.

The City Commission previously adopted Ordinance No. 15-22, which amended Ordinance 04-10 enacting the request for payment of impact fees on new land development within the City in order to provide and maintain adequate levels of public safety services necessitated by residential, commercial, and industrial growth.

The City retained Stantec Consulting Services to conduct a comprehensive impact fee study. Based on current data, service demands, and growth projections, Stantec recommended modifications to the City's impact fee structure. The Stantec Impact Fee Study was presented to the City Commission on December 10, 2025, and is incorporated herein by reference.

The recommended amendments are necessary as the current public safety impact fee of $0.166 per square foot is insufficient to meet these needs.

Stantec further recommended a four-year phased-in increase to the public safety impact fee, as set forth below.

Fee Type	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Public Safety	4 Year	$0.166 (.17)	$0.19	$0.20	$0.20	$0.20

Financial Impact- The increase in the Public Safety Impact Fee will incrementally increase the City revenues over the 4-year period with new development within the City.

Proposed Action:

Planning and Community Development staff recommend the approval of this legislation.

Attachment:

Draft Ordinance
Stantec Impact Fee Study and Recommendations
Ordinance 04-10
Ordinance 15-22

1st Reading/Public Hearing: SEPTEMBER 8, 2004
2nd Reading/Public Hearing: SEPTEMBER 22, 2004
Adopted: SEPTEMBER 22, 2004
Effective Date: DECEMBER 22, 2004
Sponsored By: City Manager

ORDINANCE NO. 04-10

PUBLIC SAFETY IMPACT FEE ORDINANCE

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE INCORPORATED AREAS OF THE CITY OF OPA-LOCKA, FLORIDA; IMPOSING AN IMPACT FEE ON LAND DEVELOPMENT IN THE CITY OF OPA-LOCKA FOR PROVIDING PUBLIC SAFETY NECESSITATED BY SUCH NEW DEVELOPMENT; STATING THE AUTHORITY FOR ADOPTION OF THE ORDINANCE; PROVIDING DEFINITIONS; PROVIDING FINDINGS AND DECLARATIONS OF THE CITY COMMISSION; PROVIDING FOR THE PAYMENT AND TIME OF PAYMENT OF A PUBLIC SAFETY IMPACT FEE; PROVIDING FOR REVIEW OF PUBLIC SAFETY IMPACT FEES AND THE FEE SCHEDULES; PROVIDING FOR THE PLACEMENT OF REVENUE COLLECTED FROM PUBLIC SAFETY IMPACT FEES INTO A PUBLIC SAFETY IMPACT FEE TRUST FUND ESTABLISHED FOR THAT PURPOSE; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING FOR REFUND OF UNEXPENDED FUNDS; PROVIDING FOR USE OF FUNDS DERIVED FROM PUBLIC SAFETY IMPACT FEES; PROVIDING THAT PUBLIC SAFETY IMPACT FEES MAY BE PLEDGED TOWARD PAYMENT OF BOND ISSUES AND SIMILAR DEBT INSTRUMENTS; PROVIDING FOR PENALTIES FOR VIOLATION OF THIS ORDINANCE; CONTAINING A REPEALER PROVISION, SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section One: Legislative Findings

The City Commission of the City of Opa-locka finds, determines and declares that:

A. The City of Opa-locka must expand its Public Safety capital facilities in order to maintain current standards if new development is to be accommodated without decreasing current standards. This must be done in order to promote and protect the public health, safety and welfare;

B. The Florida Legislature, through the enactment of Florida Statutes Chapter 163 163.3202 (3) has sought to encourage Opa-locka to enact impact fees.

C. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of Public Safety capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare.

D. Each of the types of land development described in Section Seven hereof, will create a need for the construction, equipping, or expansion of Public Safety capital facilities.

E. The fees established by Section Seven are derived from, are based upon, and do not exceed the costs of providing additional Public Safety necessitated by the new land developments for which the fees are levied.

F. The report entitled "Methods and Data Used to Calculate Police, Park & Recreation and Public Works Impact Fees", dated July 19, 2004, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs for additional Public Safety in the City of Opa-locka.

Section Two: Short Title, Authority and Applicability.

A. This ordinance shall be known and may be cited as the "The City of Opa-locka Public Safety Impact Fee Ordinance."

B. The City Commission of the City of Opa-locka has the authority to adopt this ordinance pursuant to Article IV of the Constitution of the State of Florida, and Chapter 166 of the Florida Statutes.

C. This ordinance shall apply in the incorporated area of the City of Opa-locka.

Section Three: Intents and Purposes

A. This ordinance is intended to assist in the implementation of the City of Opa-locka Comprehensive Plan.

B. The purpose of this ordinance is to regulate the use and development of land so as to

assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide Public Safety in the City of Opa-locka.

Section Four: Rules of Construction

A. The provisions of this ordinance shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety and welfare.

B. For the purposes of administration and enforcement of this ordinance, unless otherwise stated in this ordinance, the following rules of construction shall apply to the text of this ordinance:

(1) In case of any difference of meaning or implication between the text of this ordinance and any caption, illustration, summary table, or illustrative table, the text shall control.

(2) The word "shall" is always mandatory and not discretionary; the word "may" is permissive.

(3) Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.

(4) The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for".

(5) The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.

(6) Unless the context clearly indicates the contrary, where a regulation involves two (2) or more items, conditions, provisions, or events connected by the conjunction "and", "or" or "either...or", the conjunction shall be interpreted as follows:

(a) "And" indicates that all the connected terms, conditions, provisions or events shall apply.

(b) "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.

(c) "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.

(7) The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind

or character.

(8) "City Manager" means the City Manager municipal officials he/she may designate to carry out the administration of this ordinance.

Section Five: Definitions

A. A "feepayer" is a person applying for the issuance of a building permit.

B. "Building permit" is the approval issued by the City of Opa-locka that authorizes the construction or placement of a building, dwelling, mobile home, recreational vehicle or other structure on a site.

C. "Capital Equipment" is buildings, vehicles, weapons, and communications equipment, all with an expected use life of three years or more. "Capital Equipment" shall include the cost of training new police officers when such new officers constitute a net expansion of the Opa-locka protective force.

D. "Development Order" means a regulatory approval by the City of Opa-locka.

Section Six: Imposition of Public Safety Impact Fee

A. Any person who, after the effective date of this Ordinance seeks to develop land within the City of Opa-locka, Florida, by applying for a building permit, is hereby required to pay a Public Safety impact fee in the manner and amount set forth in this ordinance.

B. No new building permit for any activity requiring payment of an impact fee pursuant to Section Seven of this ordinance shall be issued unless and until the Public Safety impact fee hereby required has been paid.

C. No extension of a building permit issued prior to the effective date of this Ordinance for any activity requiring payment of an impact fee pursuant to Section Seven of this ordinance shall be granted unless and until the Public Safety impact fee hereby required has been paid.

Section Seven: Computation of the Amount of Public Safety Impact Fee

A. At the option of the feepayer, the amount of the Public Safety impact fee may be determined by the following fee schedules.

Public Safety Fee Schedule	
Residential Floor Area	
Cost Per Sq. Ft.	$0.116
Business Floor Area	
Cost Per Sq. Ft.	$0.116

(1). If a building permit is requested for mixed uses, then the fee shall be determined through using the above schedules by apportioning the space committed to uses specified on the schedules.

(2). If the type of development activity that a building permit is applied for is not specified on the above fee schedules, the City Manager shall use the fee applicable to the most nearly comparable type of land use on the above fee schedules.

The City Manager shall be guided in the selection of a comparable type by the City of Opa-locka Comprehensive Plan, supporting documents of the City of Opa-locka Comprehensive Plan, and the City of Opa-locka Zoning Ordinance. If the City Manager determines that there is no comparable type of land use on the above fee schedules then the City Manager shall determine the fee by considering demographic or other documentation which is available from the City of Opa-locka planning Department, and state and regional authorities.

(3). In the case of change of use, redevelopment, or expansion or modification of an existing use which requires the issuance of a building permit, the impact fee shall be based upon the net positive increase in the impact fee for the new use as compared to the previous use. The City Manager shall be guided in this determination by the sources and agencies listed above.

B. If a feepayer opts not to have the impact fee determined according to paragraph (A) of this section, then the feepayer shall prepare and submit to the City Manager an independent fee calculation study for the land development activity for which a building permit is sought. The documentation submitted shall show the basis upon which the independent fee calculation was made. The City Manager shall consider the documentation submitted by the feepayer but is not required to accept such documentation as he/she shall reasonably deem to be inaccurate or not reliable and may, in the alternative, require the feepayer to submit additional or different documentation for consideration. If an acceptable independent fee calculation study is not presented, the feepayer shall pay Public Safety impact fees based upon the schedule shown in paragraph (A) of this section. If an acceptable independent fee calculation study is presented, the City Manager may adjust the fee to that appropriate to the particular development. Determinations made by the City Manager pursuant to this paragraph may be appealed to the City Commission by filing a written request with the City Manager within ten (10) days of the City Manager's determination.

Section Eight: Payment of Fee

A. The feepayer shall pay the Public Safety impact fee required by this ordinance to the City Manager or his/her designee prior to the issuance of a building permit.

B. All funds collected shall be properly identified by and promptly transferred for deposit in the Public Safety Impact Fee Trust Fund to be held in separate accounts as determined in Section Ten of this ordinance and used solely for the purposes specified in this ordinance.

Section Nine: Public Safety Impact Fee Trust Fund Established

A. There is hereby established a Public Safety Impact Fee Trust Fund.

B. Funds withdrawn from this account must be used in accordance with the provisions of Section Ten of this ordinance.

Section Ten: Use of Funds

A. Funds collected from Public Safety impact fees shall be used solely for the purpose of acquiring, equipping, and/or making capital improvements to Public Safety facilities under the jurisdiction of the City of Opa-locka, the County, or the State of Florida, and shall not be used for maintenance or operations.

B. In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which Public Safety impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided are of the type described in paragraph A above.

C. At least once each fiscal period the City Manager shall present to the City Commission a proposed capital improvement program for Public Safety, assigning funds, including any accrued interest, from the several Public Safety Impact Fee Trust Funds to specific Public Safety improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the Public Safety Impact Fee Trust Fund until the next fiscal period except as provided by the refund provisions of this ordinance.

D. Funds may be used to make refunds required under any Development Order hereto-before or hereafter issued or entered into by the City of Opa-locka as such refunds pertain to the subject matter of this ordinance.

E. Funds may be used to provide refunds as described in Section Twelve.

Section Eleven: Refund of Fees Paid

A. If a building permit expires without commencement of construction, then the feepayer shall be entitled to a refund, without interest, of the impact fee paid as a condition for its issuance except that the City shall retain three percent (3 %) of the fee to offset a portion of the costs of collection and refund. The feepayer must submit an application for such a refund to the City Clerk of the City of Opa-locka within 30 days of the expiration of the permit.

B. Any funds not expended or encumbered by the end of the calendar quarter immediately following six (6) years from the date the Public Safety impact fee was paid shall, upon application of the then current landowner, be returned to such landowner with interest at the rate of three percent (3 %) per annum, provided that the landowner submits an application for a refund to the City Clerk of the City of Opa-locka within 180 days of the expiration of the six year period.

Section Twelve: Exemptions and Credits

A. The following shall be exempted from payment of the impact fee:

(1) Alterations or expansion of an existing building where no additional units are created and where the use is not changed.

(2) The construction of accessory buildings or structures.

(3) The replacement of a building or structure with a new building or structure of the same size and use.

(4) The installation of a replacement mobile home on a lot or other such site when a Public Safety impact fee for such mobile home site has previously been paid pursuant to this ordinance or where a mobile home legally existed on such site on or prior to the effective date of this Ordinance.

Any claim of exemption must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

B. Credits:

(1) Public Safety land and/or Public Safety capital improvements may be offered by the feepayer as total or partial payment of the required impact fee. The offer must request or provide for a Public Safety impact fee credit. If the City Manager accepts such an offer, whether the acceptance is before or after the effective date of this ordinance, the credit shall be determined and provided in the following manner:

(a) Credit for the dedication of land shall be valued at:

within one (1) year of the acceptance of the offer by the City Manager, the amount of the security shall be increased by ten per cent (10%) compounded, for each year of the life of the security. The security shall be reviewed and approved by the City Commission prior to acceptance of the security. If the Public Safety construction project is not to be completed within 5 years of the date of the fee-payer's offer, the City Commission must approve the Public Safety construction project and its scheduled completion date prior to the acceptance of the offer by the City Manager.

(2) Any claim for credit must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

(3) Determinations made by the City Manager pursuant to the credit provisions of this section may be appealed to the City Commission by filing a written request with the City Manager within ten (10) days of the City Manager's determination.

Section Thirteen: Review

The fees contained in Section Seven (A) shall be reviewed by the City Commission at least once each fiscal biennium.

Section Fourteen: Penalty Provision

A violation of this ordinance shall be prosecuted in the same manner as misdemeanors are prosecuted and upon conviction the violator shall be punishable according to law; however, in addition to or in lieu of any criminal prosecution, the City of Opa-locka shall have the power to sue in civil court to enforce the provisions of this ordinance.

Section Fifteen: Repealer Provision

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section Sixteen: Severability

If any section, phrase, sentence 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 thereof.

(i) 115% of the most recent assessed value by the Property Appraiser, or

(ii) by such other appropriate method as the City Commission may have accepted prior to the effective date of this ordinance for particular Public Safety improvements, or

(iii) by fair market value established by private appraisers acceptable to the City. Credit for the dedication of Public Safety land shall be provided when the property has been conveyed at no charge to, and accepted by, the City in a manner satisfactory to the City Commission.

(b) Applicants for credit for construction of Public Safety improvements shall submit acceptable engineering drawings and specifications, and construction cost estimates to the City Manager. The City Manager shall determine credit for construction based upon either these cost estimates or upon alternative engineering criteria and construction cost estimates if the City Manager determines that such estimates submitted by the applicant are either unreliable or inaccurate. The City Manager shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate and return such signed document to the City Manager before credit will be given. The failure of the applicant to sign, date, and return such document within sixty (60) days shall nullify the credit.

(c) Except as provided in subparagraph (d), Credit against impact fees otherwise due will not be provided until:

(i) the construction is completed and accepted by the City, the County, or the State, whichever is applicable;

(ii) a suitable maintenance and warranty bond is received and approved by the City Clerk of the City of Opa-locka, when applicable.

(d) Credit may be provided before completion of specified Public Safety improvements if adequate assurances are given by the applicant that the standards set out in Subparagraph (c) will be met and if the feepayer posts security as provided below for the costs of such construction. Security in the form of a performance bond, irrevocable letter of credit or escrow agreement shall be posted with and approved by the City Clerk of the City of Opa-locka in an amount determined by the City Manager. If the Public Safety construction project will not be constructed

Section Seventeen: Effective Date

This ordinance shall become effective on December 22, 2004.

PASSED AND DULY ADOPTED THIS 22 Day of SEPT., 2004.

MAYOR

ATTEST:

CITY CLERK

Approved as to form and legal sufficiency:

CITY ATTORNEY

DATE 9/10/04

Moved by: COMMISSIONER TYDUS
Second by: VICE MAYOR JOHNSON
Commission Vote: 4-0
Commissioner Tydus YES
Commission Holmes: YES
Vice-Mayor Johnson: YES
Mayor Kelley: YES

1st Reading: June 24, 2015
2nd Reading: July 22, 2015
Public Hearing: July 22, 2015
Adopted: July 22, 2015
Effective Date: July 22, 2015
Sponsored by: City Manager

ORDINANCE NO. 15-22

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING ORDINANCE 04-10 PROVIDING FOR PAYMENT OF AN IMPACT ON LAND DEVELOPMENT IN THE CITY OF OPA LOCKA FOR PUBLIC SAFETY NECESSITATED BY SUCH NEW DEVELOPMENT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka passed Ordinance 04-1O, imposing impact fees on new land development in the City to provide and maintain an adequate level of Public safety in the residential, commercial and industrial sectors in the City; and

WHEREAS, the City Commission's legislative findings justifying the imposition of such impact fee, as well as the data and studies used to calculate that fee are incorporated by reference herein; and

WHEREAS, The City retained Burton and Associates to conduct a comprehensive study on impact fees and they recommend modifications based on current data and projections. Their report was presented to the City on May 5th, 2015 and is incorporated by reference herein; and

WHEREAS, This recommended Amendment to the Public Safety Impact Fees is necessary in order to provide and maintain a level of service; and

WHEREAS, The current public safety impact fee is outdated and as a matter of public policy should be updated every five years; and

WHEREAS, The current public safety impact fee of $0.116 per square foot is not adequate to provide for the needed level of services; and

Ordinance No. 15-22

WHEREAS, An impact fee of $0.166 per square foot for public safety is needed to provide adequate police officers and equipment to take into account growth in residential. Commercial and industrial areas.

NOW, THEREFORE, BE IT DULY 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. Ordinance 04-10 imposing an impact fee on land development to provide for adequate public safety is hereby Amended to change the impact fee for public safety to be imposed on new land development to $0.166 per square foot.

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. CODIFICATION. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 6. EFFECTIVE DATE. This Ordinance shall upon adoption, become effective immediately.

PASSED AND ADOPTED this 22nd day of July, 2015.

Myra L. Taylor
Mayor

Ordinance No. 15-22

Attest to:

Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

Vincent T. Brown
The Brown Law Group
City Attorney

Moved by: COMMISSIONER KELLEY
Seconded by: COMMISSIONER SANTIAGO
Commissioner Vote: 4-0
Commissioner Kelley: YES
Commissioner Pinder: OUT OF ROOM
Commissioner Santiago: YES
Vice Mayor Holmes: YES
Mayor Taylor: YES

Stantec

Opa-Locka, FL

Impact Fee Study

Background

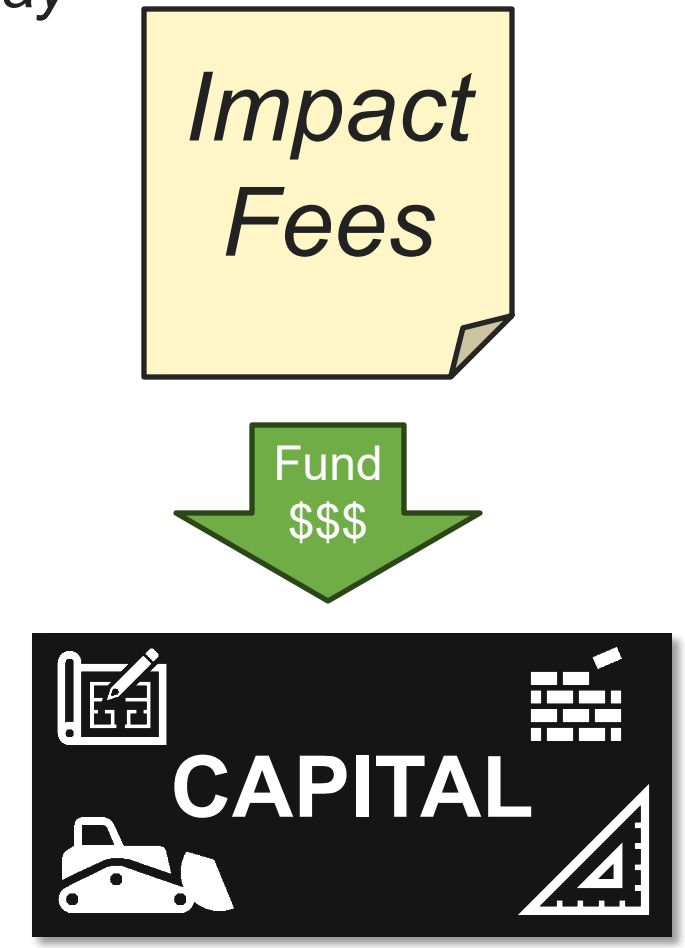
- City of Opa-Locka impact fees unchanged since 2015 Study performed by Stantec
  - Parks
  - Police
  - Stormwater
  - Water
  - Sewer

Scope of Study: Re-calculate all existing impact fees

Background

- Impact fees allow new development to *"pay its own way"*
  - Funds expansion related capital costs
  - Not for operations, maintenance, or replacement

- Without impact fees:
  1) Facilities may not be constructed
  2) Facilities may be funded by existing taxpayers



Background

Current Fee schedule (adopted in 2015)

	Parks	Public Safety	Stormwater	Water	Sewer
Charge	$0.998	$0.17	$829	$1,439	$1,279
Unit	SQFT	SQFT	ERU	ERU	ERU

Calculation

US CPI Growth since ‘15 = 32%

	Cost Basis	Capacity	Single Family Impact Fee	Existing (2015)	%
Parks	$12.6 M	Existing Residential Served	**$1.31**	$0.998	31%
Public Safety	$3.8 M	Existing Served	**$0.20**	$0.17	18%
Stormwater	$15.1 M	Existing Impervious ERUs + 15yr Growth	**$835**	$829	1%
Water	$26.3 M	Equivalent Residential Connections	**$1,701**	$1,439	18%
Sewer	$30.3 M	Equivalent Residential Connections	**$2,405**	$1,279	88%

Totals – Single Family

	Existing Fee (2015)	Proposed Impact Fee	Change $	Change %
Parks*	$1,497	**$1,965**	+$468	31%
Public Safety*	$255	**$300**	+$45	18%
Stormwater **	$829	**$829**	$0	0%
Water	$1,439	**$1,701**	+$262	18%
Sewer ***	$1,279	**$1,919**	+$640	50%
Total	$5,299	**$7,315**	+$1,415	38%

* Single Family average of 1,500 SF

** Recommend no change

*** Capped at 50%

Reforms to Florida Impact Fee Law

"Phase-In Limitations" on Impact Fee Increases

- ☑ ≤ 25% Two Equal Annual Increments
- ☑ >25% ≤ 50% Four Increments
- ☑ >50% Not Allowed
- ☑ Increase only once every 4 years

Exceeding the Limitations

1. A special study that outlines ***extraordinary circumstances***
2. Two publicly noticed workshops
3. Two-thirds approval

Parks and Recreation Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Parks & Recreation Impact Fee	31%	4 Year	$ 0.998	$ 1.08	$ 1.15	$ 1.23	$ 1.31

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Parks & Recreation Impact Fee		*$ 0.08*	*$ 0.07*	*$ 0.08*	*$ 0.08*

Public Safety Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Public Safety Impact Fee	18%	2 Years	$ 0.17	$ 0.19	$ 0.20	$ 0.20	$ 0.20

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Public Safety Impact Fee		*$ 0.02*	*$ 0.01*	$ -	$ -

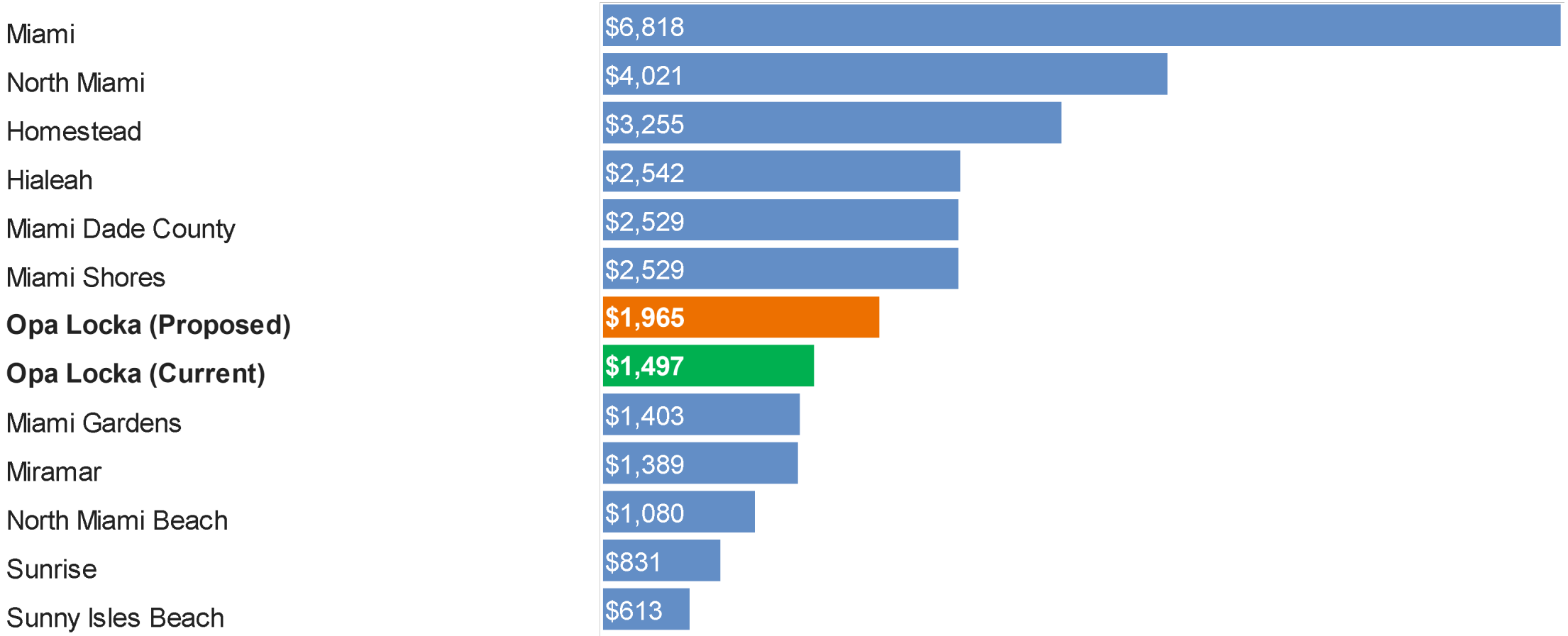
Water/Sewer Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Water Impact Fee	18%	2 Year	$ 1,439.00	$ 1,570.00	$ 1,701.00	$ 1,701.00	$ 1,701.00
Sewer Impact Fee	50% [1]	4 Year	$ 1,279.00	$ 1,439.00	$ 1,599.00	$ 1,759.00	$ 1,919.00

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Water Impact Fee		*$ 131.00*	*$ 131.00*	*$ -*	*$ -*
Sewer Impact Fee		*$ 160.00*	*$ 160.00*	*$ 160.00*	*$ 160.00*

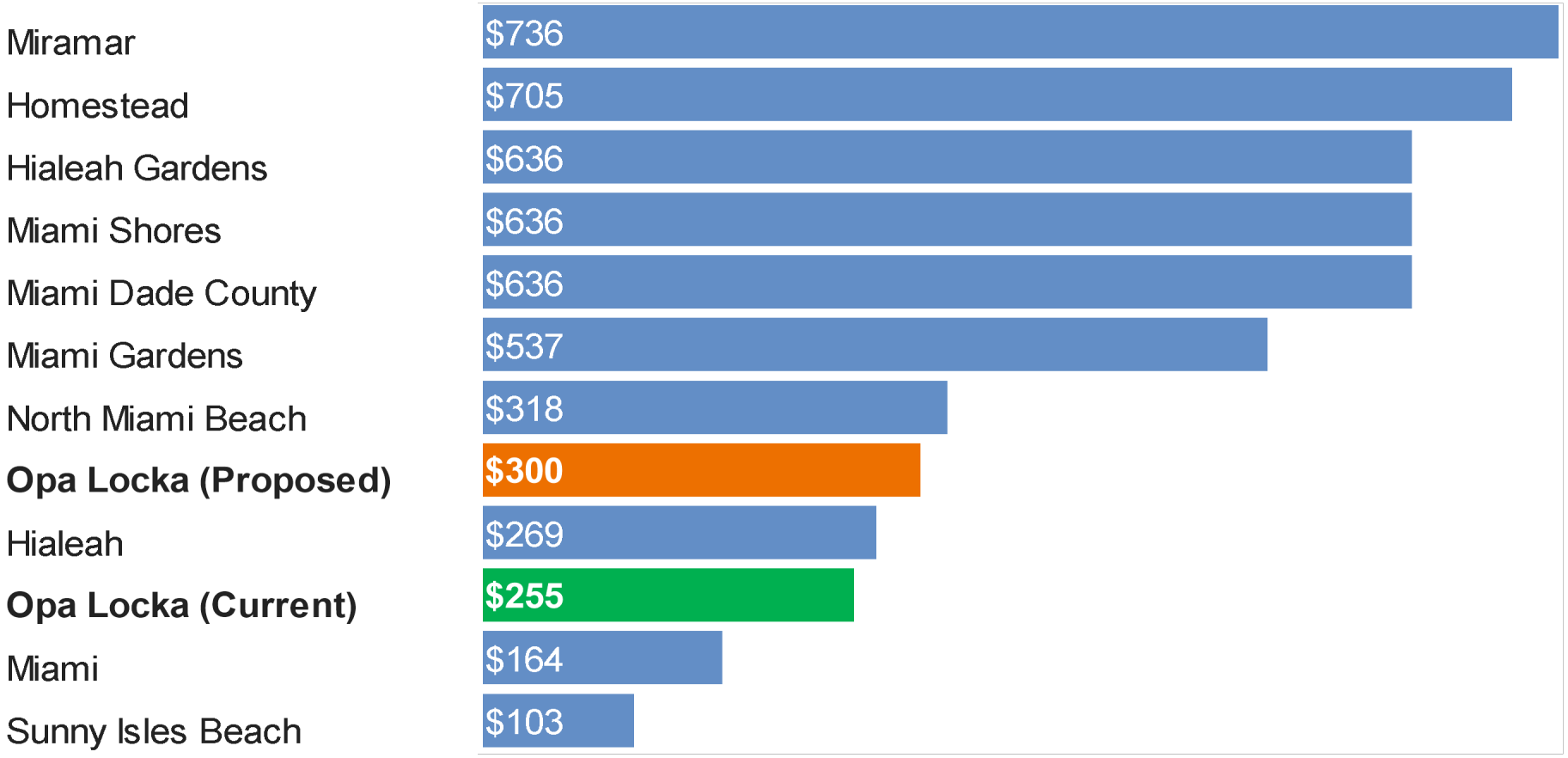
[1] Sewer Impact Fee increase limited to 50% according to limits set by Florida State Statues

Parks and Recreation Impact Fee Survey – Single Family



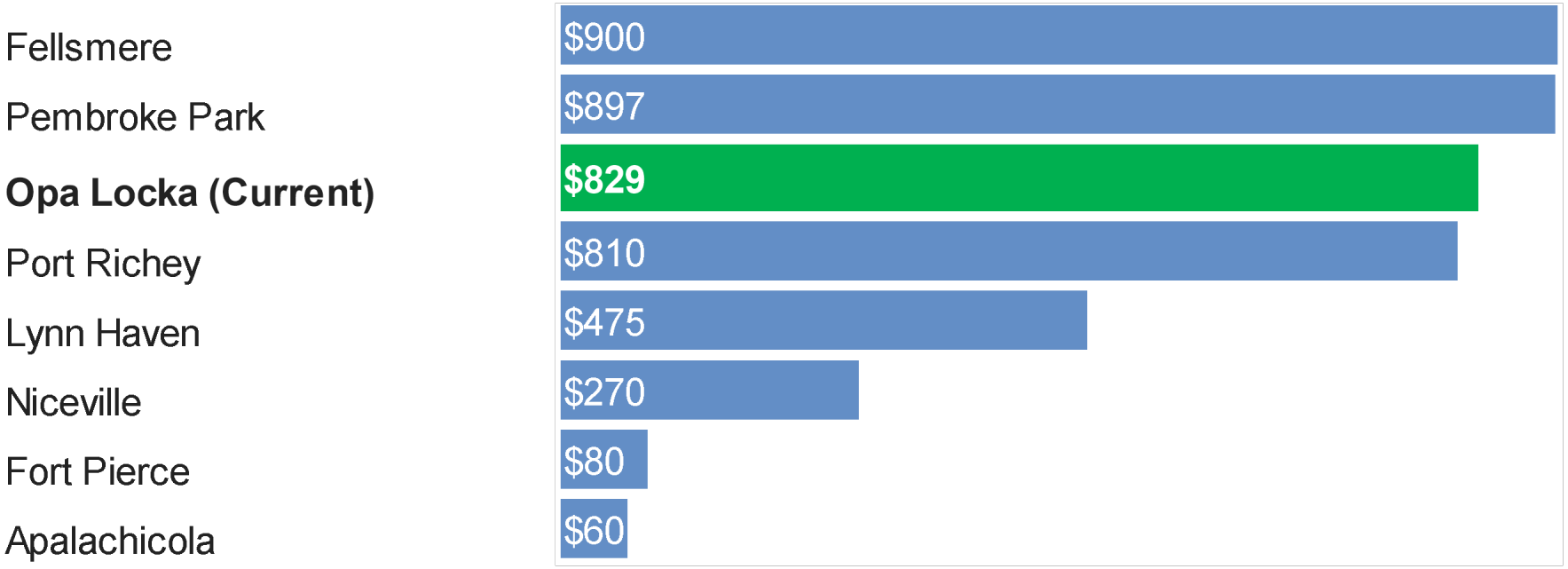
Based on Single Family average square footage of 1,500

Public Safety Impact Fee Survey – Single Family



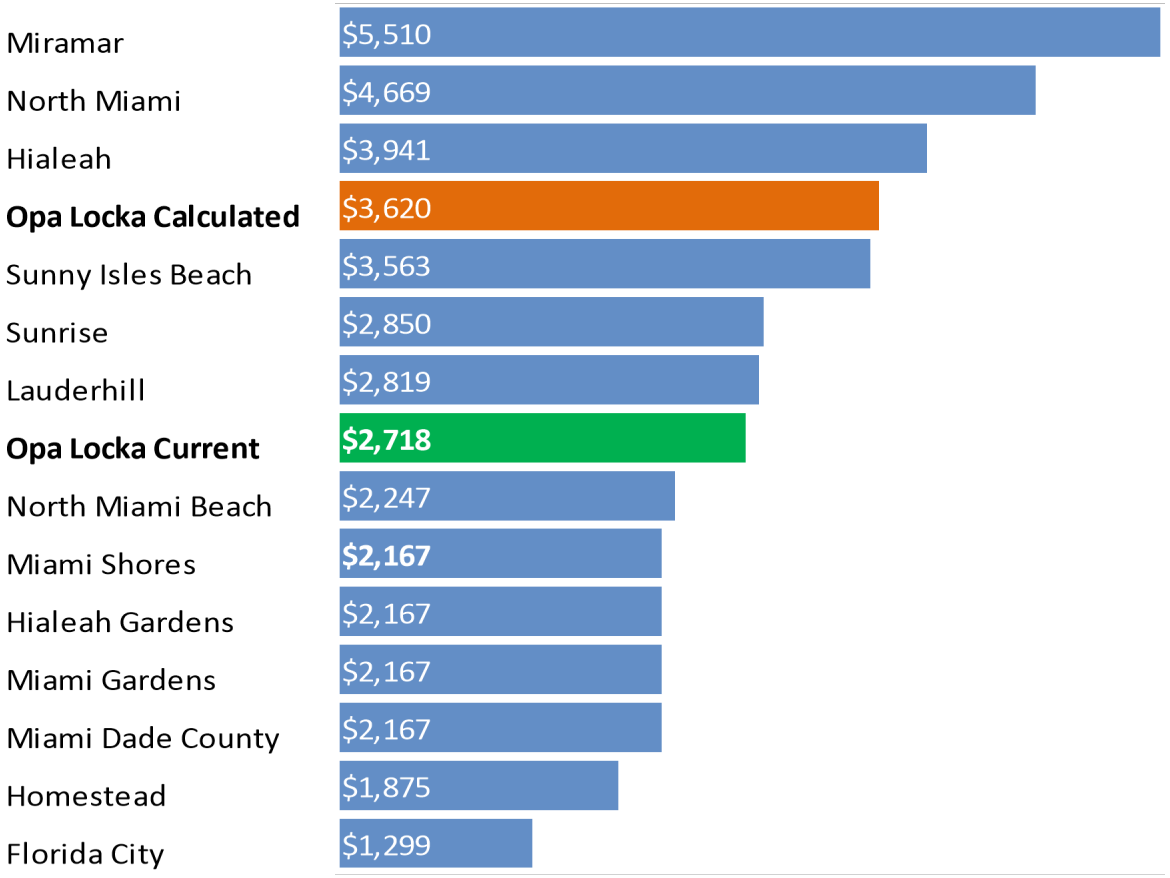
Based on Single Family average square footage of 1,500

Stormwater Impact Fee Survey – Single Family



Water/Sewer Impact Fee Survey – Single Family

Single Family Water Sewer Impact Fee Survey



Based on Single Family average square footage of 1,500

Next Steps

- Consider adopting the updated schedule of calculated impact fees as presented herein
- Notice required **90 days** before the effective date
- Update impact fees in four years

Questions?

Peter Napoli
Senior Manager
Peter.Napoli@stantec.com

Sponsored by: City Manager

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 22, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE XII, "IMPACT FEES", SPECIFICALLY AMENDING SECTION 22-344(F) ENTITLED "LEGISLATIVE FINDINGS" TO UPDATE THE METHODOLOGY AND ANALYSIS REPORT TITLE; AMENDING SECTION 22-350(A) ENTITLED "COMPUTATION OF THE AMOUNT OF PARK IMPACT FEE" TO UPDATE THE PARK IMPACT FEE SCHEDULE; AMENDING SECTION 22-351 ENTITLED "PAYMENT OF FEE" TO DELETE REFERENCE TO PARK IMPACT FEE DISTRICTS AND UPDATE IMPACT FEE PAYMENT TERMS; DELETING SECTION 22-352 ENTITLED "PARK IMPACT FEE DISTRICTS" TO DELETE REFERENCE TO PARK IMPACT FEE DISTRICTS; AMENDING SECTION 22-353(A) ENTITLED "PARK IMPACT FEE TRUST FUNDS ESTABLISHED" TO UPDATE THE AMOUNT OF PARK IMPACT FEE TRUST FUNDS; AMENDING SECTION 22-354 ENTITLED "USE OF FUNDS" TO DELETE REFERENCE TO PARK IMPACT FEE DISTRICTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Parks and Recreation are vital for fostering physical health, mental well-being, and community cohesion while providing environmental and economic benefits. These areas also enhance quality of life, boost local economies through tourism, and protect natural habitats; and

WHEREAS, the City Commission previously adopted Ordinance No. 15-23, which imposed impact fees on new Parks and Recreation facilities; and

WHEREAS, pursuant to Resolution No. 23-139, the City of Opa-Locka ("City") retained Stantec Consulting Services to conduct a comprehensive impact fee study; and

WHEREAS, based on current data, infrastructure needs, and growth projections, Stantec recommended modifications to the City's Park and Recreation impact fees; and

WHEREAS, the Impact Fee Study was presented to the City Commission on December 10, 2025, and is incorporated herein by reference; and

WHEREAS, the recommended amendment to the Parks and Recreation Impact Fees is necessary in order to provide and maintain a level of service for new growth; and

WHEREAS, the current parks & recreation impact fee of $0.998 per square foot is not adequate to provide and maintain the level of services needed; and

WHEREAS, Stantec recommended a four-year phased-in increase in the parks impact fee; and

WHEREAS, the City Commission has determined that it would be in the best interest of the City to amend the following sections of the City's Land Development Regulations.

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

Section 1. Adoption of Representations.

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

Section 2. Amending Chapter 22, Article XII, Section 22-344(F) of the City of Opa-Locka's City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 4 entitled "Park Impact Fee", specifically Section 22-344(F) entitled "Legislative findings" as follows:

Sec. 22-344. Legislative findings.

The city commission finds, determines and declares:

A. The city must expand its park system in order to maintain current park standards if new development is to be accommodated without decreasing current standards. This must be done in order to promote and protect the public health, safety and welfare.

B. The state legislature, through the enactment of F.S. ch. 163 pt. II (F.S. 163.2511 et seq,) has sought to encourage the city to enact impact fees. The state legislature, through the enactment of F.S. ch. 163.3202(3), has sought to encourage the city to enact impact fees.

C. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities

necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare;

D. Each of the types of land development described in section 22-350, will create demand for the acquisition or expansion of parks and the construction of park improvements.

E. The fees established by section 22-350 are derived from, are based upon, and do not exceed the costs of providing additional park and park improvements necessitated by the new land developments for which the fees are levied.

F. The report entitled "~~Methods and Data Used to Calculate Police, Park & Recreation and Public Works Impact Fees~~ Impact Fee Study," dated ~~July 19, 2004~~ August 12, 2025, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs for additional parks and park improvements in the city.

Section 3. Amending Chapter 22, Article XII, Section 22-350(A) of the City of Opa-Locka's City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 4 entitled "Park Impact Fee", specifically Section 22-350(A) entitled "Computation of the amount of park impact fee" as follows:

Sec. 22-350. Computation of the amount of park impact fee.

A. At the option of the feepayer, the amount of the park impact fee may be determined by the following fee schedule:
Park impact fee schedule
Residential floor area
Cost per sq. ft. …$0.998

Section 4. Amending Chapter 22, Article XII, Section 22-351 of the City of Opa- City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 4 entitled "Park Impact Fee", specifically Section 22-351 entitled "Payment of fee" as follows:

Sec. 22-351. Payment of fee.

A. The feepayer shall pay the park impact fee required by this division to the city manager or his/her designee prior to the issuance of a residential building permit.

B. All applicable impact fees imposed by this Article shall be paid in full prior to the issuance of any building permit for the subject development.

C. No building permit, development permit, or other authorization for construction shall be issued until all required impact fees have been paid.

D. Failure to pay impact fees when due shall result in:

(a) Withholding of permits or certificates of occupancy;

(b) Stop-work orders;

(c) Imposition of liens as authorized by law.

~~B~~E. All funds collected shall be properly identified by park impact fee district and promptly transferred for deposit in the appropriate park impact fee trust fund to be held in separate accounts as determined in section 22-353 used solely for the purposes specified in this division.

Section 5. Amending Chapter 22, Article XII, Section 22-352 of the City of Opa-Locka's City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 4 entitled "Park Impact Fee", specifically Section 22-352 entitled "Park Impact fee districts" as follow:

Sec. 22-352. Park impact fee districts.

There are hereby established four (4) park impact fee districts as shown in appendix I attached to the ordinance from which this section is derived and incorporated herein by reference.

Section 6. Amending Chapter 22, Article XII, 22-353(A) of the City of Opa-Locka's City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 4 entitled "Park Impact Fee", specifically Section 22-353(A) entitled "Park impact fee trust funds established" as follows:

Sec. 22-353. Park impact fee trust funds established.

A. There are hereby established four (4) separate park impact fee trust funds, one for each park impact fee district established by section 22-352.

B. Funds withdrawn from these accounts must be used in accordance with the provisions of section 22-354.

Section 7. Amending Chapter 22, Article XII, Section 22-354 of the City of Opa-Locka's City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 4 entitled "Park Impact Fee", specifically Section 22-354 entitled "Use of funds" as follows:

Sec. 22-354. Use of funds.

A. Funds collected from park impact fees shall be used solely for the purpose of acquiring and/or making capital improvements to parks under the jurisdiction of the city, the county, or the state and shall not be used for maintenance or operations.

B. Funds shall be used exclusively for acquisitions, expansions, or capital improvements within the park impact fee district as identified in appendix I, attached to the ordinance from which this section is derived, from which the funds were collected or for projects in other park impact fee districts which are of benefit to the park impact district from which the funds were collected. Funds shall be expended in the order in which they are collected.

C. In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which park impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided are of the type described in subsection (A) of this section and are located within the appropriate impact fee districts created by section 22-352 or as provided in subsection (B) of this section.

D. At least once each fiscal period the city manager shall present to the city commission a proposed capital improvement program for parks, assigning funds, including any accrued interest, from the several park impact fee trust funds to specific park improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the same park impact fee trust funds until the next fiscal period except as provided by the refund provisions of this division.

E. Funds may be used to provide refunds as described in section 22-355.

SECTION 8. 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 9. Conflict and Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 10. 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 11. 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 12. 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 _____ 2026.

PASSED SECOND READING this __ day of _____ 2026.

_____

John Taylor, Mayor

ATTEST:

_____

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, P.A.

City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Santiago _____

Commissioner Ervin _____

Vice Mayor Kelley _____

Mayor Taylor _____

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**			
City Manager:	Sha'mecca Lawson			**CM Signature**			
Commission Meeting Date:	3.25.2026		**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: 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)* **Business & Economic Development**		
	X						
Sponsor Name	City Manager		**Department:**		Planning & Community Development		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING ORDINANCE 15-23 PROVIDING FOR PAYMENT OF AN IMPACT ON LAND DEVELOPMENT IN THE CITY OF OPA LOCKA FOR PROVIDING NEW PARKS AND RELATED FACILITIES NECESSITATED BY SUCH NEW DEVELOPMENT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Parks and Recreation are vital for fostering physical health, mental well-being, and community cohesion while providing environmental and economic benefits. These areas also enhance quality of life, boost local economies through tourism, and protect natural habitats.

The City Commission previously adopted Ordinance No. 15-23 which imposed impact fees on new Parks and Recreation facilities.

Pursuant to Resolution No. 23-139, the City retained Stantec Consulting Services to conduct a comprehensive impact fee study. Based on current data, infrastructure needs, and growth projections, Stantec recommended modifications to the City's Park and Recreation impact fees. The Impact Fee Study was presented to the City Commission on December 10, 2025, and is incorporated herein by reference.

The recommended amendment to the Parks and Recreation Impact Fees is necessary in order to provide and maintain a level of service for new growth. The current parks & recreation impact fee of $0.998 per square foot is not adequate to provide and maintain the needed level of services.

Stantec recommended a four-year phased—in increase in the parks impact fee as shown below:

Fee Type	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Parks & Recreation Impact Fee	4 Year	$0.998	$1.08	$1.15	$1.23	$1.31

The Impact Fee Amendment also provides the City Manager with the authority to approve the deferment or reduction of impact fees required under this ordinance.

Financial Impact: The increase in the Parks and Recreation Impact Fee will incrementally increase the City revenues over the 4-year period with new development within the City.

Proposed Action:

Planning and Community Development staff recommend the approval of this legislation.

Attachment:

Draft Ordinance
Stantec Impact Fee Study and Recommendations
Ordinance 04-11
Ordinance 15-23

Stantec

Opa-Locka, FL

Impact Fee Study

Background

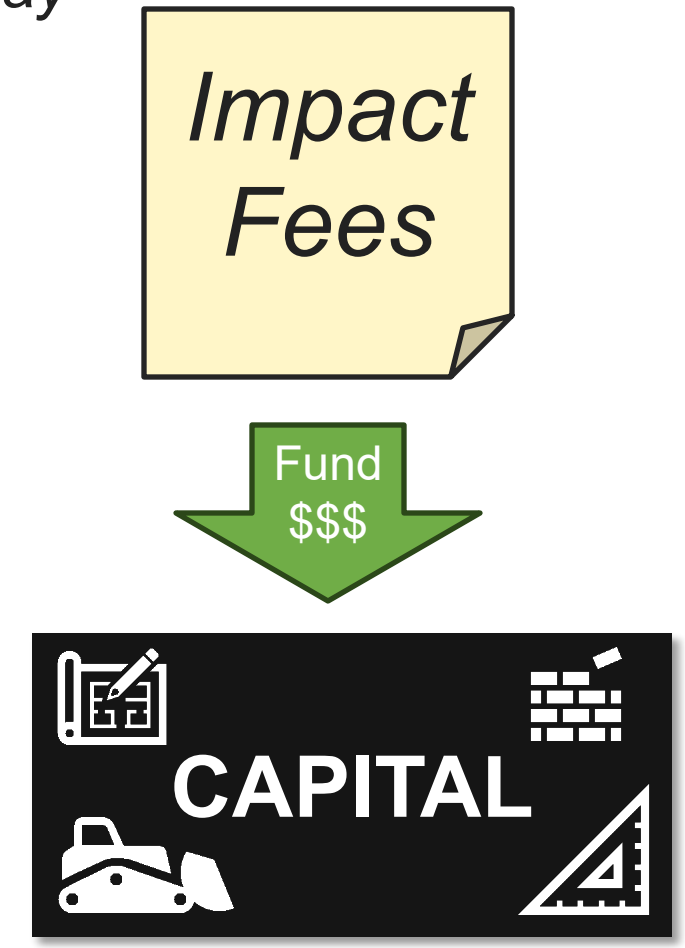
- City of Opa-Locka impact fees unchanged since 2015 Study performed by Stantec
  - Parks
  - Police
  - Stormwater
  - Water
  - Sewer

Scope of Study: Re-calculate all existing impact fees

Background

- Impact fees allow new development to *"pay its own way"*
  - Funds expansion related capital costs
  - Not for operations, maintenance, or replacement

- Without impact fees:
  1) Facilities may not be constructed
  2) Facilities may be funded by existing taxpayers



Background

Current Fee schedule (adopted in 2015)

	Parks	Public Safety	Stormwater	Water	Sewer
Charge	$0.998	$0.17	$829	$1,439	$1,279
Unit	SQFT	SQFT	ERU	ERU	ERU

Calculation

US CPI Growth since ‘15 = 32%

	Cost Basis	Capacity	Single Family Impact Fee	Existing (2015)	%
Parks	$12.6 M	Existing Residential Served	**$1.31**	$0.998	31%
Public Safety	$3.8 M	Existing Served	**$0.20**	$0.17	18%
Stormwater	$15.1 M	Existing Impervious ERUs + 15yr Growth	**$835**	$829	1%
Water	$26.3 M	Equivalent Residential Connections	**$1,701**	$1,439	18%
Sewer	$30.3 M	Equivalent Residential Connections	**$2,405**	$1,279	88%

Totals – Single Family

	Existing Fee (2015)	Proposed Impact Fee	Change $	Change %
Parks*	$1,497	**$1,965**	+$468	31%
Public Safety*	$255	**$300**	+$45	18%
Stormwater **	$829	**$829**	$0	0%
Water	$1,439	**$1,701**	+$262	18%
Sewer ***	$1,279	**$1,919**	+$640	50%
Total	$5,299	**$7,315**	+$1,415	38%

* Single Family average of 1,500 SF

** Recommend no change

*** Capped at 50%

Reforms to Florida Impact Fee Law

"Phase-In Limitations" on Impact Fee Increases

- ☑ ≤ 25% Two Equal Annual Increments
- ☑ >25% ≤ 50% Four Increments
- ☑ >50% Not Allowed
- ☑ Increase only once every 4 years

Exceeding the Limitations

1. A special study that outlines ***extraordinary circumstances***
2. Two publicly noticed workshops
3. Two-thirds approval

Parks and Recreation Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Parks & Recreation Impact Fee	31%	4 Year	$ 0.998	$ 1.08	$ 1.15	$ 1.23	$ 1.31

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Parks & Recreation Impact Fee		*$ 0.08*	*$ 0.07*	*$ 0.08*	*$ 0.08*

Public Safety Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Public Safety Impact Fee	18%	2 Years	$ 0.17	$ 0.19	$ 0.20	$ 0.20	$ 0.20

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Public Safety Impact Fee		*$ 0.02*	*$ 0.01*	$ -	$ -

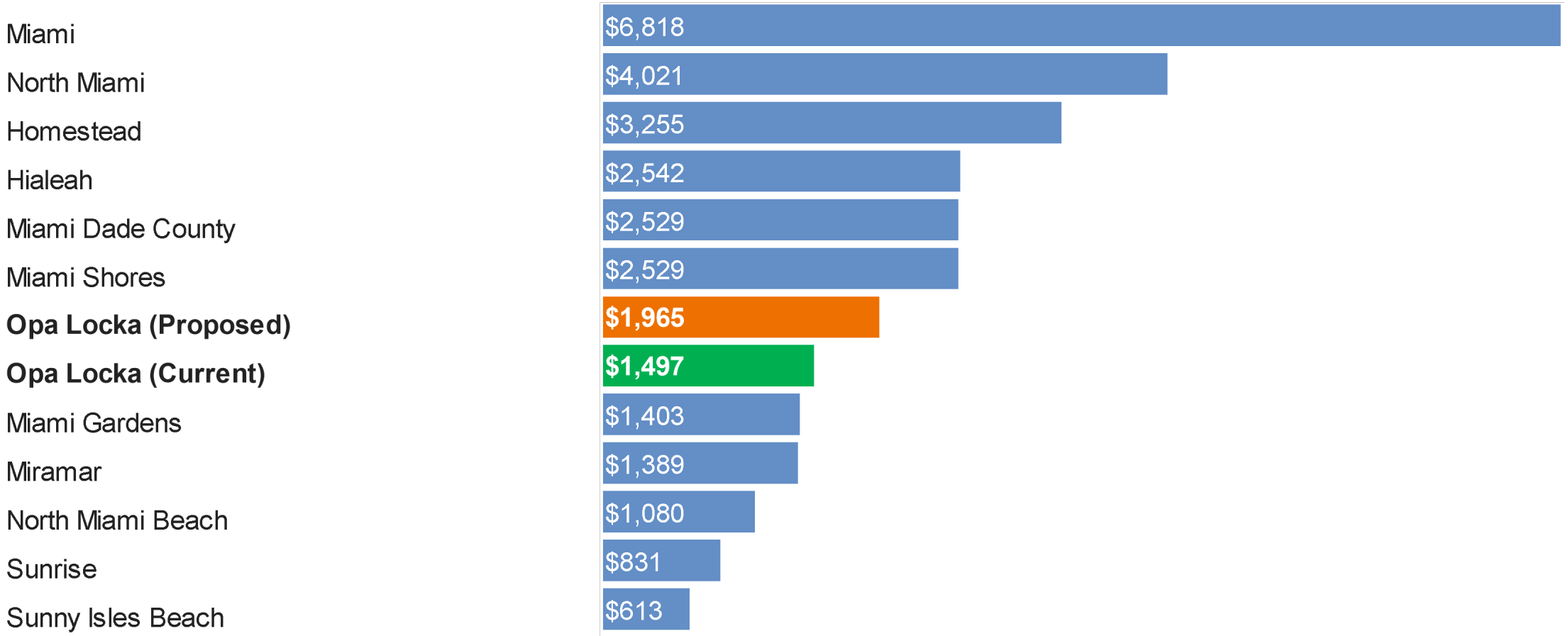
Water/Sewer Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Water Impact Fee	18%	2 Year	$ 1,439.00	$ 1,570.00	$ 1,701.00	$ 1,701.00	$ 1,701.00
Sewer Impact Fee	50% [1]	4 Year	$ 1,279.00	$ 1,439.00	$ 1,599.00	$ 1,759.00	$ 1,919.00

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Water Impact Fee		*$ 131.00*	*$ 131.00*	*$ -*	*$ -*
Sewer Impact Fee		*$ 160.00*	*$ 160.00*	*$ 160.00*	*$ 160.00*

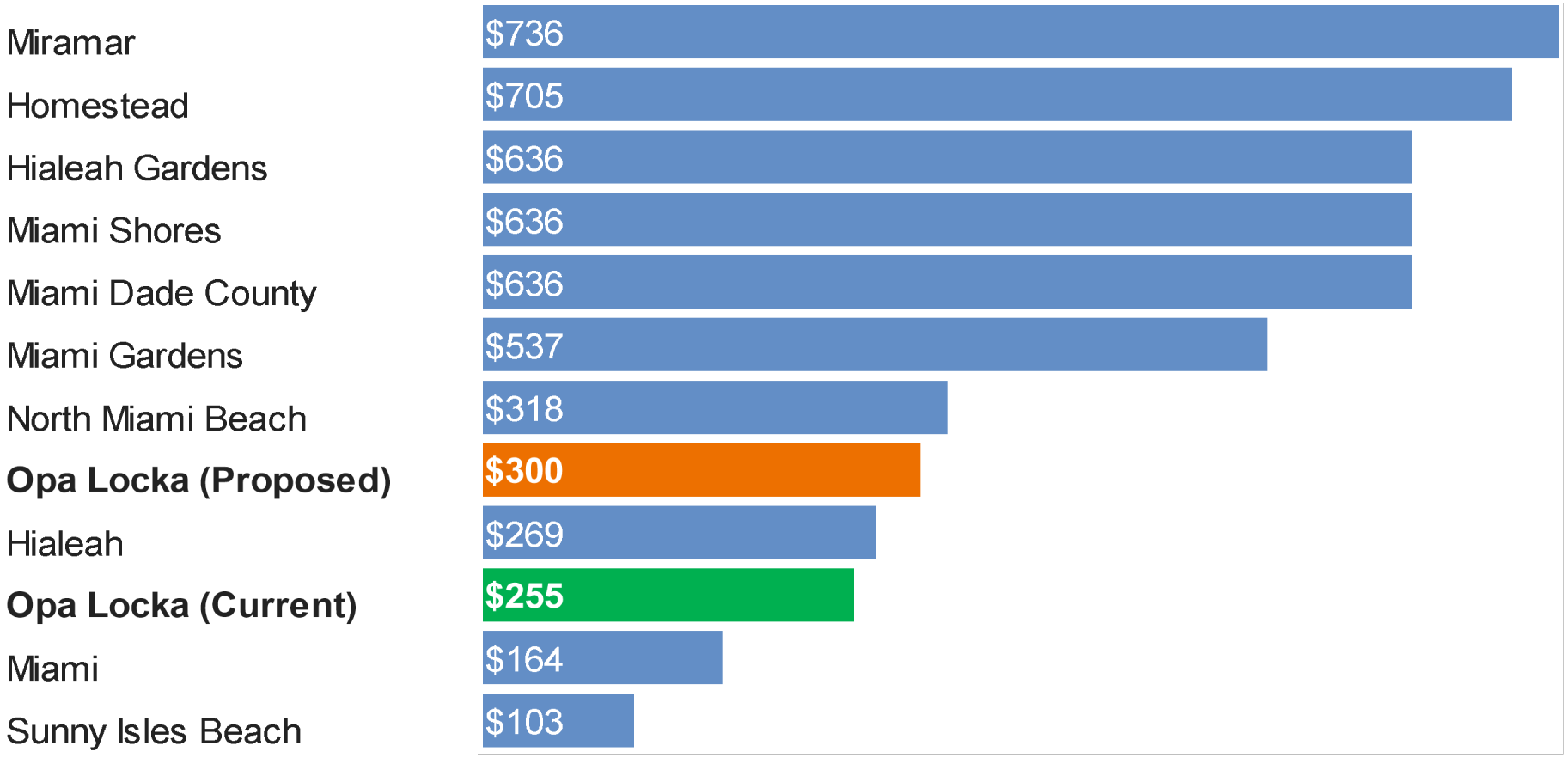
[1] Sewer Impact Fee increase limited to 50% according to limits set by Florida State Statues

Parks and Recreation Impact Fee Survey – Single Family



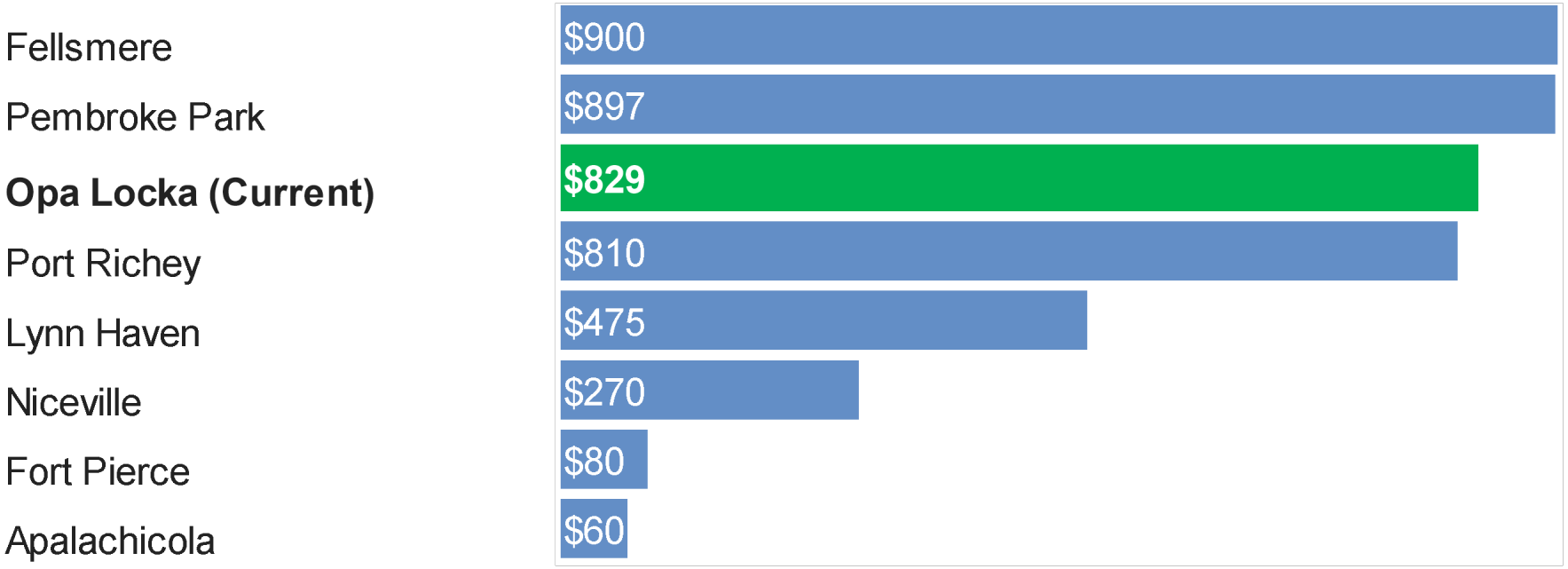
Based on Single Family average square footage of 1,500

Public Safety Impact Fee Survey – Single Family



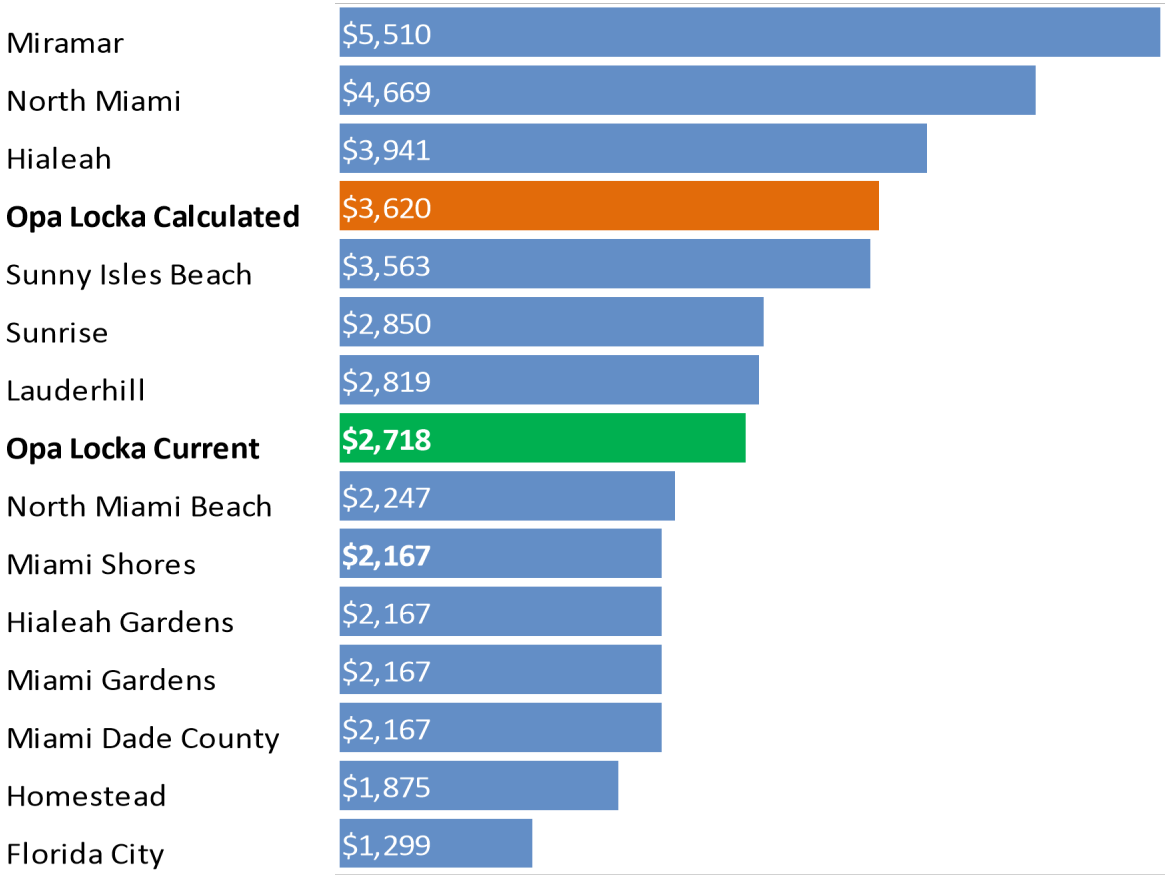
Based on Single Family average square footage of 1,500

Stormwater Impact Fee Survey – Single Family



Water/Sewer Impact Fee Survey – Single Family

Single Family Water Sewer Impact Fee Survey



Based on Single Family average square footage of 1,500

Next Steps

- Consider adopting the updated schedule of calculated impact fees as presented herein
- Notice required **90 days** before the effective date
- Update impact fees in four years

Questions?

Peter Napoli
Senior Manager
Peter.Napoli@stantec.com

1st Reading/Public Hearing: SEPTEMBER 8, 2004
2nd Reading/Public Hearing: SEPTEMBER 22, 2004
Adopted: SEPTEMBER 22, 2004
Effective Date: DECEMBER 22, 2004
Sponsored by: City Manager

ORDINANCE NO. 04-11

PARK IMPACT FEE ORDINANCE

AN ORDINANCE OF THE CITY OF OPA-LOCKA, FLORIDA RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE INCORPORATED AREAS OF THE CITY OF OPA-LOCKA, FLORIDA; IMPOSING AN IMPACT FEE ON LAND DEVELOPMENT IN THE CITY OF OPA-LOCKA FOR PROVIDING NEW PARKS AND RELATED FACILITIES NECESSITATED BY SUCH NEW DEVELOPMENT; STATING THE AUTHORITY FOR ADOPTION OF THE ORDINANCE; PROVIDING DEFINITIONS; PROVIDING FINDINGS AND DECLARATIONS OF THE CITY COMMISSION; PROVIDING FOR THE PAYMENT AND TIME OF PAYMENT OF A PARK IMPACT FEE; PROVIDING FOR REVIEW OF PARK IMPACT FEES AND THE FEE SCHEDULES; PROVIDING FOR THE ESTABLISHMENT OF PARK IMPACT FEE DISTRICTS; PROVIDING FOR THE PLACEMENT OF REVENUE COLLECTED FROM PARK IMPACT FEES INTO PARK IMPACT FEE TRUST FUNDS ESTABLISHED FOR THAT PURPOSE; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING FOR REFUND OF UNEXPENDED FUNDS; PROVIDING FOR USE OF FUNDS DERIVED FROM PARK IMPACT FEES; PROVIDING THAT PARK IMPACT FEES MAY BE PLEDGED TOWARD PAYMENT OF BOND ISSUES AND SIMILAR DEBT INSTRUMENTS; PROVIDING FOR PENALTIES FOR VIOLATION OF THIS ORDINANCE; CONTAINING A REPEALER PROVISION, SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY COMMISSION THE CITY OF OPA-LOCKA, FLORIDA:

Section One: Legislative Findings

The City Commission of the City of Opa-locka finds, determines and declares:

A. The City of Opa-locka must expand its park system in order to maintain current park standards if new development is to be accommodated without decreasing current standards. This must be done in order to promote and protect the public health, safety and welfare.

B. The Florida Legislature through the enactment of Florida Statutes Chapter 163 II has sought to encourage the City of Opa-locka to enact impact fees; The Florida Legislature, through the enactment of Florida Statutes Chapter 163.3202 (3), has sought to encourage Opa-locka to enact impact fees.

C. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare;

D. Each of the types of land development described in Section Seven hereof, will create demand for the acquisition or expansion of parks and the construction of park improvements.

E. The fees established by Section Seven are derived from, are based upon, and do not exceed the costs of providing additional park and park improvements necessitated by the new land developments for which the fees are levied.

F. The report entitled "Methods and Data Used to Calculate Police, Park & Recreation and Public Works Impact Fees", dated, July 19, 2004, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs for additional parks and park improvements in the City of Opa-locka.

Section Two: Short Title, Authority and Applicability.

A. This ordinance shall be known and may be cited as the "The City of Opa-locka Park Impact Fee Ordinance."

B. The City Commission of the City of Opa-locka has the authority to adopt this ordinance pursuant to Article IV of the Constitution of the State of Florida, and Chapter 166 of the Florida Statutes.

C. This ordinance shall apply in the incorporated area of the City of Opa-locka.

Section Three: Intents and Purposes

A. This ordinance is intended to assist in the implementation of the City of Opa-locka Comprehensive Plan.

B. The purpose of this ordinance is to regulate the use and development of land so as to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide parks and park improvements in the City of Opa-locka.

Section Four: Rules of Construction

A. The provisions of this ordinance shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety and welfare.

B. For the purposes of administration and enforcement of this ordinance, unless otherwise stated in this ordinance, the following rules of construction shall apply to the text of this ordinance:

(1) In case of any difference of meaning or implication between the text of this ordinance and any caption, illustration, summary table, or illustrative table, the text shall control.

(2) The word "shall" is always mandatory and not discretionary; the word "may" is permissive.

(3) Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.

(4) The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for".

(5) The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.

(6) Unless the context clearly indicates the contrary, where a regulation involves two (2) or more items, conditions, provisions, or events connected by the conjunction "and", "or" or "either...or", the conjunction shall be interpreted as follows:

(a) "And" indicates that all the connected terms, conditions, provisions or events shall apply.

(b) "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.

(c) "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.

(7) The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

(8) "City Manager" means the City Manager municipal officials he/she may designate to carry out the administration of this ordinance.

Section Five: Definitions

A. A "feepayer" is a person applying for the issuance of a building permit.

B. "Building permit for a residential building" is the approval issued by the City of Opa-locka that authorizes the construction or placement of a building, dwelling, mobile home, recreational vehicle or other structure on a site, where the purposes of the building or structure is for the occupancy by humans. This would include temporary as well as permanent occupancy.

C. A "capital improvement" includes parks planning, land acquisition, site improvements, buildings, and equipment, but excludes maintenance and operation.

D. "Development Order" means a regulatory approval by the City of Opa-locka.

E. "Private recreational facility" is any recreational facility which is not owned by or dedicated to any governmental entity.

Section Six: Imposition of Park Impact Fee

A. Any person who, after the effective date of this Ordinance, seeks to develop land within the City of Opa-locka, Florida, by applying for a building permit for a residential building is hereby required to pay a park impact fee in the manner and amount set forth in this ordinance. .

B. No new residential building permit for any activity requiring payment of an impact fee pursuant to Section Seven of this ordinance shall be issued unless and until the park impact fee hereby required has been paid.

C. No extension of a residential building permit issued prior to the effective date of this Ordinance for any activity requiring payment of an impact fee pursuant to Section Seven of this ordinance shall be granted unless and until the park impact fee hereby required has been paid.

Section Seven: Computation of the Amount of Park Impact Fee

A. At the option of the feepayer, the amount of the park impact fee may be determined by the following fee schedule.

Park Impact Fee Schedule	
Residential Floor Area	
Cost Per Sq. Ft.	$0.722

(1) If a building permit is requested for mixed uses, then the fee shall be determined through using the above schedule by apportioning the space committed to uses specified on the schedule.

(2) If the type of development activity that a residential building permit is applied for is not specified on the above fee schedule, the City Manager shall use the fee applicable to the most nearly comparable type of land use on the above fee schedules. The City Manager shall be guided in the selection of a comparable type by the City of Opa-locka Comprehensive Plan, supporting documents of the City of Opa-locka Comprehensive Plan, and the City of Opa-locka Zoning Ordinance. If the City Manager determines that there is no comparable type of land use on the above fee schedule then the City Manager shall determine the appropriately discounted fee by considering demographic or other documentation which is available from State, local and regional authorities.

(3) In the case of change of use, redevelopment, or expansion or modification of an existing use which requires the issuance of a residential building permit, the impact fee shall be based upon the net positive increase in the impact fee for the new use as compared to the previous use. The City Manager shall be guided in this determination by the sources and agencies listed above.

B. If a feepayer opts not to have the impact fee determined according to paragraph (A) of this section, then the feepayer shall prepare and submit to the City Manager an independent fee calculation study for the land development activity for which a building permit is sought. The documentation submitted shall show the basis upon which the independent fee calculation was made. The City Manager shall consider the documentation submitted by the feepayer but is not required to accept such documentation as he/she shall reasonably deem to be inaccurate or not reliable and may, in the alternative, require the feepayer to submit additional or different documentation for consideration. If an acceptable independent fee calculation study is not presented, the feepayer shall pay park impact fees based upon the schedule shown in paragraph (A) of this section. If an acceptable independent fee calculation study is presented, the City Manager may adjust the fee to that appropriate to the particular development. The adjustment may include a credit against the fee otherwise payable up to three (3%) for private recreational facilities constructed or deed restricted or otherwise set aside for recreational purposes by the feepayer which serve the same purposes and functions as set forth for public parks in the City of Opa-locka Comprehensive Plan. Determinations made by the City Manager pursuant to this paragraph may be appealed to the City Commission by filing a written request with the City Manager within ten (10) days of the City Manager's determination.

Section Eight: Payment of Fee

A. The feepayer shall pay the park impact fee required by this ordinance to the City Manager or his/her designee prior to the issuance of a residential building permit.

B. All funds collected shall be properly identified by park impact fee district and promptly transferred for deposit in the appropriate Park Impact Fee Trust Fund to be held in

separate accounts as determined in Section Ten of this ordinance and used solely for the purposes specified in this ordinance.

Section Nine: Park Impact Fee Districts

There are hereby established four (4) park impact fee districts as shown in Appendix I attached hereto and incorporated herein by reference.

Section Ten: Park Impact Fee Trust Funds Established

A. There are hereby established four (4) separate Park Impact Fee Trust Funds, one for each park impact fee district established by Section Nine of this Ordinance.

B. Funds withdrawn from these accounts must be used in accordance with the provisions of Section Eleven of this ordinance.

Section Eleven: Use of Funds

A. Funds collected from park impact fees shall be used solely for the purpose of acquiring and/or making capital improvements to parks under the jurisdiction of the City of Opa-locka, the County, or the State of Florida, and shall not be used for maintenance or operations.

B. Funds shall be used exclusively for acquisitions, expansions, or capital improvements within the park impact fee district as identified in Appendix I, hereto, from which the funds were collected or for projects in other park impact fee districts which are of benefit to the park impact district from which the funds were collected. Funds shall be expended in the order in which they are collected.

C. In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which park impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided are of the type described in paragraph A above and are located within the appropriate impact fee districts created by Section Nine of this ordinance or as provided in paragraph B of this section.

D. At least once each fiscal period the City Manager shall present to the City Commission a proposed capital improvement program for parks, assigning funds, including any accrued interest, from the several Park Impact Fee Trust Funds to specific park improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the same Park Impact Fee Trust Funds until the next fiscal period except as provided by the refund provisions of this ordinance.

E. Funds may be used to provide refunds as described in Section Twelve.

Section Twelve: Refund of Fees Paid

A. If a residential building permit expires without commencement of construction, then the feepayer shall be entitled to a refund, without interest, of the impact fee paid as a condition for its issuance except that the City shall retain three percent (3 %) of the fee to offset a portion of the costs of collection and refund. The feepayer must submit an application for such a refund to the City Manager thirty (30) days prior to the expiration of the permit.

B. Any funds not expended or encumbered by the end of the calendar quarter immediately following six (6) years from the date the park impact fee was paid shall, upon application of the then current landowner, be returned to such landowner with interest at the rate of three percent (3 %) per annum, provided that the landowner submits an application for a refund to the City Clerk of the City of Opa-locka within 180 days of the expiration of the six year period.

Section Thirteen: Exemptions and Credits

A. The following shall be exempted from payment of the impact fee:

(1) Alterations or expansion of an existing building where no additional residential units are created and where the use is not changed.

(2) The construction of accessory buildings or structures.

(3) The replacement of a destroyed or partially destroyed building or structure with a new building or structure of the same size and use.

(4) The installation of a replacement mobile home on a lot or other such site when a park impact fee for such mobile home site has previously been paid pursuant to this ordinance or where a mobile home legally existed on such site on or prior to the effective date of this Ordinance.

(5) The construction of any non-residential building or structure or the installation of a non-residential mobile home.

Any claim of exemption must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

B. Credits:

(1). Park land and/or park capital improvements may be offered by the feepayer as total or partial payment of the required impact fee. The offer must specifically

request or provide for a park impact fee credit. If the City Manager accepts such an offer, whether the acceptance is before or after the effective date of this ordinance, the credit shall be determined and provided in the following manner:

(a). Credit for the dedication of land shall be valued at (i) 115% of the most recent assessed value by the Property Appraiser, or (ii) by such other appropriate method as the City Commission may have accepted prior to the effective date of this ordinance for particular park improvements, or (iii) by fair market value established by private appraisers acceptable to the City. Credit for the dedication of park land shall be provided when the property has been conveyed at no charge to, and accepted by, the City in a manner satisfactory to the City Commission.

(b). Applicants for credit for construction of park improvements shall submit acceptable engineering drawings and specifications, and construction cost estimates to the City Manager. The City Manager shall determine credit for construction based upon either these cost estimates or upon alternative engineering criteria and construction cost estimates if the City Manager determines that such estimates submitted by the applicant are either unreliable or inaccurate. The City Manager shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate and return such signed document to the City Manager before credit will be given. The failure of the applicant to sign, date, and return such document within 60 days shall nullify the credit.

(c). Except as provided in subparagraph (d), Credit against impact fees otherwise due will not be provided until:

(i) the construction is completed and accepted by the City, the County or the State, whichever is applicable;

(ii) a suitable maintenance and warranty bond is received and approved by the City Clerk of the City of Opa-locka, when applicable.

(d). Credit may be provided before completion of specified park improvements if adequate assurances are given by the applicant that the standards set out in Subparagraph (c) will be met and if the feepayer posts security as provided below for the costs of such construction. Security in the form of a performance bond, irrevocable letter of credit or escrow agreement shall be posted with and approved by the City of Opa-locka in an amount deter-

mined by the City Manager. If the park construction project will not be constructed within one (1) year of the acceptance of the offer by the City Manager, the amount of the security shall be increased by ten per cent (10%) compounded, for each year of the life of the security. The security shall be reviewed and approved by the City Commission prior to acceptance of the security. If the park construction project is not to be completed within 5 years of the date of the feepayer's offer, the City Commission must approve the park construction project and its scheduled completion date prior to the acceptance of the offer by the City Manager.

(2). Any claim for credit must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

(3). Credits shall not be transferable from one project or development to another without the approval of the City Commission and may only be transferred to a development within a different impact fee district upon a finding by the City Commission that the dedication for which the credit was given benefits such different impact fee district.

(4). Determinations made by the City Manager pursuant to this paragraph may be appealed to the City Commission by filing a written request with the City Manager with ten (10) days of the City Manager's determination.

Section Fourteen: Review

The fee schedule contained in Section Seven (A) shall be reviewed by the City Commission at least once each fiscal biennium.

Section Fifteen: Penalty Provision

A violation of this ordinance shall be prosecuted in the same manner as misdemeanors are prosecuted and upon conviction the violator shall be punishable according to law; however, in addition to or in lieu of any criminal prosecution the City of Opa-locka shall have the power to sue in civil court to enforce the provisions of this ordinance.

Section Sixteen: Repealer Provision

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section Seventeen: Severability

If any section, phrase, sentence 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 thereof.

Section Eighteen: Effective Date:

This ordinance shall become effective on December 22, 2004.

PASSED AND DULY ADOPTED THIS 22 Day of SEPT., 2004.

MAYOR

ATTEST:

CITY CLERK

Approved as to form and legal sufficiency:

CITY ATTORNEY

9/10/04
DATE

Moved by: VICE MAYOR JOHNSON
Second by: COMMISSIONER TYDUS
Commission Vote 4-0
Commissioner Tydus: YES
Commissioner Holmes: YES
Vice-Mayor Johnson: YES
Mayor Kelley: YES

APPENDIX I

PARKS AND RECREATION

The Opa-locka inventory of park facilities yields a ratio of 0.566 acres of parks per 1,000 population. Available data show a facility cost per capita of $223.29. The facility cost table shows that this cost may be an understatement. However, this understated cost is all that can be supported with available data.

PARK AND RECREATIONAL FACILITY COSTS
CITY OF OPA-LOCKA
2004

PARK	ACRES	LAND VALUE	IMPROVE-MENT VALUE	TOTAL VALUE
Sherbondy Park	3.260	$500,000	$591,000	$1,091,000
Washington Tot Lot	0.250	$150,000	$35,000	$185,000
Segal Park (Helen Miller) Center	2.450	$500,000	$662,000	$1,162,000
Ingram Park	25.595	$918,527	$208,919	$1,127,446
TOTAL	31.555	$2,068,527	$1,496,919	$3,565,446
PER 1,000 POPULATION	2.049			
PER CAPITA				$231.57
RESIDENTIAL FLOOR AREA				4,937,287
COST PER Sq. Ft.				$0.722

SOURCE: City of Opa-locka, May 2003 and July 2004.

Future updates should be able to incorporate more data and provide more complete facility costs.

There are no existing data that suggest that non-residential developments either place demands upon or benefit from Opa-locka's system of park and recreation facilities.

1st Reading: June 24, 2015
2nd Reading: July 22, 2015
Public Hearing: July 22, 2015
Adopted: July 22, 2015
Effective Date: July 22, 2015
Sponsored by: City Manager

ORDINANCE NO. 15-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING ORDINANCE 04-11 PROVIDING FOR PAYMENT OF AN IMPACT ON LAND DEVELOPMENT IN THE CITY OF OPA LOCKA FOR PROVIDING NEW PARKS AND RELATED FACILITIES NECESSITATED BY SUCH NEW DEVELOPMENT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka passed Ordinance 04-11, imposing impact fees on new land development in the City to provide and maintain an adequate level of parks to meet growth needs in residential areas in the City;

WHEREAS, the City Commission's legislative findings justifying the imposition of such impact fee, as well as the data and studies used to calculate that fee are incorporated by reference herein;

WHEREAS, The City retained Burton and Associates to conduct a comprehensive study on impact fees and they recommend modifications based on current data and projections. Their report was presented to the City on May 5th, 2015 and is incorporated by reference herein; and

WHEREAS, This recommended Amendment to the Park Impact Fees is necessary in order to provide and maintain a level of service to new growth in residential areas; and

WHEREAS, The current park impact fee is outdated and as a matter of public policy should be updated every five years; and

WHEREAS, The current park impact fee of $0.722 is not adequate to provide for the needed level of services; and

Ordinance No. 15-23

WHEREAS, An impact fee of $0.998 is needed to take into account growth in residential areas and to provide and maintain the required level of park service to residential areas, including growth areas.

NOW, THEREFORE, BE IT DULY 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. Ordinance 04-11 imposing an impact fee on land development to provide for new parks and related facilities is hereby Amended to change the impact fee for new parks to be imposed on new land development to $0.998 per square foot.

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. CODIFICATION. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 6. EFFECTIVE DATE. This Ordinance shall upon adoption, become effective immediately.

PASSED AND ADOPTED this 22ND day of July , 2015.

Myra L. Taylor
Mayor

Ordinance No. 15-23

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Vincent T. Brown
The Brown Law Group
City Attorney

Moved by: COMMISSIONER KELLEY
Seconded by: VICE MAYOR HOLMES
Commissioner Vote: 4-0
Commissioner Kelley: YES
Commissioner Pinder: OUT OF ROOM
Commissioner Santiago: YES
Vice Mayor Holmes: YES
Mayor Taylor: YES

1st Reading/Public Hearing:
2nd Reading/Public Hearing:
Adopted:
Effective Date:
Sponsored By:

Sponsored by: Commissioner Santiago

ORDINANCE NO. 26-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE V, SECTION 22-116 OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING CERTAIN DEFINITIONS WITHIN SECTION 22-116, TO INCLUDE THE DEFINITION OF "TRAVEL TRAILER" TO REDUCE THE OVERALL BODY LENGTH FROM 40 FEET TO 35 FEET; TO AMEND THE DEFINITION OF "CAMPING TRAILER" TO REMOVE THE WORD "VEHICULAR" AND REQUIRE CAMPING TRAILERS TO BE LOADED ONTO OR AFFIXED TO WHEELS; TO REMOVE THE WORD "TRUCK" FROM "TRUCK CAMPER"; TO AMEND THE WORD "MOTOR HOME" TO REQUIRE A "BUILT ON" REQUIREMENT TO MOTOR VEHICLE CHASSIS; TO AMEND THE DEFINITION OF "SCREENED" TO ADD THE WORDS "THE CONDITION OF BEING" AND EXPAND THE DEFINITION OF SIGNIFICANTLY HIDDEN FROM VIEW TO ENCOMPASS A COMBINATION OF STRUCTURES; TO DELETE "RESIDENTIAL TOWNHOUSE DISTRICT", "MODERATE DENSITY RESIDENTIAL DISTRICT", "HIGH DENSITY RESIDENTIAL DISTRICT" AND CERTAIN RESIDENTIAL MIXED USE DESIGNATIONS BEARING THE PREFIX HDOD; CMU; AND MNMU; TO DELETE THE REQUIREMENT THAT RECREATIONAL VEHICLE PARKING AND STORAGE IS PROHIBITED BUT REQUIRES A CERTIFICATION PROCESS AND FEE OF $100.00 WITH AN ACCOMPANYING AFFIDAVIT THAT THE VEHICLE WILL NOT BE USED FOR OCCUPANCY; REQUIRING PROOF OF CURRENT TITLE AND REGISTRATION, AS REQUIRED BY APPLICABLE LAW; ALLOWING A RECREATIONAL VEHICLE NOT EXCEEDING 35 FEET IN LENGTH TO BE PARKED IN A SIDE YARD NOT CLOSER THAN 3 FEET FROM THE RESIDENCE WITH ALL EXPANDED PANELS RETRACTED; REQUIRING RECREATIONAL VEHICLES TO BE UNOBSTRUCTED, MOUNTED ON WHEELS AND EASILY MOVABLE; PROHIBITING RECREATIONAL

VEHICLES PARKED ON RESIDENTIAL PROPERTY FROM BEING USED FOR LIVING, SLEEPING, COOKING OR STORAGE; ALLOWING NO MORE THAN ONE RECREATIONAL VEHICLE ON SINGLE FAMILY OR DUPLEX PROPERTY; REQUIRING THE RECREATIONAL VEHICLE OWNER TO HOLD A VALID LEASE AGREEMENT WITH THE PROPERTY OWNER; PROHIBITING UTILITY CONNECTIONS EXCEPT THROUGH AN EXTENSION CORD FOR BRIEF MAINTENANCE RELATED ACTIVITIES NOT TO EXCEED 24 HOURS; PROHIBITING PARKING ON TOWNHOUSE AND MULTIFAMILY PROPERTIES; AMENDING CHAPTER 2, ARTICLE XI, SECTION 2-570.33 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO DECREASE THE CIVIL PENALTY FOR NONCOMPLIANCE FINE AMOUNT FROM $500.00 TO $250.00 FOR THE FIRST OFFENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current City of Opa-Locka Land Development Regulations, addresses the general storage of a recreational vehicle, of a certain length and width, on single-family or duplex residential zoned property, subject to the conditions listed in Section 22-116; and

WHEREAS, the City Commission of the City of Opa-Locka desires to amend the City's land development regulations pertaining to recreational vehicles on residential zoned properties; and

WHEREAS, the City Commission of the City of Opa-Locka desires to amend Section 22-116 of the City of Opa-Locka's Land Development Regulations, pertaining to recreational vehicles and Chapter 2, Article XI, Section 2-570.33 of the City of Opa-Locka's Code of Ordinances related to penalties.

NOW, THEREFORE, BE IT DULY 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. Article V of the Land Development Regulations (pursuant to Ordinance 15-31) is hereby amended and shall read:

Sec. 22-116 Recreational Vehicles.

(a) Definitions

(1)"travel trailer," ~~which is~~ a vehicular portable unit, mounted on wheels and ~~, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle. It is primarily~~ designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 8 1/2 feet and ~~an~~ a maximum overall body length of no more than ~~40~~ 35 feet. ~~when factory-equipped for the road.~~

(2) "camping trailer," ~~which is a vehicular~~ portable unit designed to be loaded onto, affixed to, mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel uses.

(3) "truck camper," which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

(4) "motor home," ~~which is~~ a self-propelled vehicular unit which does not exceed the length, height, and width limitations provided in F.S. 316.515, ~~is a self-propelled~~ and is built on a self-propelled motor vehicle chassis, and is primarily designed ~~to provide~~ for temporary living quarters for recreational, camping, or travel use.

(5) "van conversion," ~~which is~~ a vehicular unit which does not exceed the length and width limitations provided in F.S. 316.515, is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

(6) "fifth-wheel trailer," which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

(7) The term "screened" means the condition of being significantly hidden from view from grade level by a combination of structures or other means including but not limited to buildings, fences, walls, hedges, and other landscaping material, or any combination thereof.

(8) Residential Zoned Property include any of the following:

i. Single-Family Residential district. Any zoning use district bearing the prefix R-1 or R-2.

ii. Two-Family Residential district. Any zoning use district bearing the prefix R-2.

~~iii. Residential Townhouse district. Any zoning use district bearing the prefix R-TH~~

~~iv. Moderate Density Residential district. Any zoning use district beaning the prefix R-3.~~

~~v. High Density Residential district. Any zoning use district bearing the prefix R-4~~

~~Any Residential Mixed Use bearing the prefix HDOD; CMU; MNMU.~~

(b) Recreational Vehicle ~~Storage~~ Requirements

(1) ~~Recreational Vehicle parking and storage is prohibited on property zoned residential. Use of recreational vehicles as dwelling units is prohibited. To park or store a recreational vehicle on property zoned residential will be a violation the Land Development Regulation, Ordinance 15-31, Section 22-116 as amended~~.
One (1) recreational vehicle may be parked or stored as an accessory use on residential zoned property only in compliance with this section and after issuance of a Recreational Vehicle Parking Certificate under (C) below and payment of a $100 Certificate Fee. Nothing in this section authorizes recreational vehicle parking or storage on townhouse, multifamily, mixed-use, or vacant property.

(2) Immediately following the passage of the ordinance from which this section is derived, the city shall use best efforts to engage in a public information campaign to educate residents on the requirements of this section. The public information campaign shall take place up until ~~one hundred eighty (180)~~ ninety (90) days after passage of the ordinance from which this section is derived ~~to address removal of recreational vehicles from properties zoned residential~~.

~~Any person owning a recreational vehicle that is occupying real property zoned residential within the city as of the passage of the ordinance from which this section is derived, will have up to one hundred eighty-one (181) days to remove the recreational vehicle from the city. After the one-hundred-eighty-day public information campaign all violations will be subject to code enforcement action including the assessment of a civil penalty. After receiving a civil penalty, the property owner will have thirty (30) days to cure the violation, i.e., removal of the recreational vehicle from his property or be subject to additional citation and remedies permitted by City Code.~~

~~*(3) Enforcement of the Code.* Notwithstanding the provisions of this section, the city may at all times continue enforcement of the City Code through any authorized code compliance methods specified in the Land Development Regulations or~~

~~any provision of the City's Code of Ordinances or other authorized means, including but not limited to, issuance of and prosecution of a notice of violation or the issuance of a citation. This section shall not be construed or interpreted to serve as a defense against any enforcement action brought by the city based on noncompliance with the current requirements of the City Code.~~

(3) Storage/Parking Standards

(a) No more than one (1) recreational vehicle may be parked or stored on any residential zoned property.

(b) The recreational vehicle shall not exceed thirty-five (35) feet in overall body length.

(c) The recreational vehicle shall be parked or stored in a side yard on an improved driveway or other lawfully paved parking surface and shall not be stored in a front yard. Notwithstanding the foregoing, temporary parking on an improved driveway for loading, unloading, cleaning, or trip preparation is permitted for up to twenty-four (24) consecutive hours in any seven-day period, provided the recreational vehicle is not occupied and does not obstruct a sidewalk, street, or right-of-way.

(d) The recreational vehicle shall be positioned wholly on the approved paved surface, not closer than three (3) feet from the principal residence, and shall not encroach into a public sidewalk, public right-of-way, or required sight triangle.

(e) All slide-outs, expanding panels, awnings, steps, and similar appurtenances shall be retracted or folded in while the vehicle is parked or stored.

(f) The recreational vehicle shall remain mounted on wheels, capable of lawful removal, and in a generally operable and movable condition.

(g) The recreational vehicle shall maintain current state registration and plate display if required by applicable law.

(h) The recreational vehicle shall not displace the minimum number of off-street parking spaces otherwise required for the principal dwelling under this Code.

(i) If the recreational vehicle is not titled to the property owner, it shall be titled to a lawful tenant or lawful occupant of the dwelling who is in possession under a current written lease or other written right of possession acceptable to the City.

(j) The property owner and any Certificate holder shall maintain the recreational vehicle and the parking area in a neat and sanitary condition.

(c) Certificate application, zoning review, and issuance.

(1) On a form approved by the City, an application shall be filed with the Building and Licensing Department by the property owner or by a lawful tenant with the written consent of the property owner.

(2) Any application, renewal, or reinspection fee shall be established only by the City's duly adopted fee schedule, shall be collected through the Building and Licensing Department, and shall be limited to the City's actual administrative and inspection costs of implementing this section. No fee imposed under this subsection shall constitute a vehicle registration fee or license tax.

(3) The application shall include, at a minimum:

(a) proof of ownership of the property or proof of lawful tenancy together with written owner consent;

(b) proof that the recreational vehicle is currently titled and registered as required by applicable law, together with current plate information;

(c) a photograph, survey excerpt, or site sketch showing the proposed parking location and driveway access;

(d) a sworn affidavit, in a form approved by the City Attorney, stating that the recreational vehicle will not be occupied, rented, advertised for occupancy, or used as a dwelling unit or accessory dwelling unit while on the property;

(e) written acknowledgment that the exterior parking location may be inspected upon reasonable notice by the Building and Licensing Department, the Community Development Department, and the Code Enforcement Department, and that nothing in this section limits any otherwise lawful inspection authorized by consent or law; and

(f) such additional non-vehicle-registration information as the City may reasonably require to administer this section.

(4) Upon receipt of a materially complete application, the Building and Licensing Department shall route the application to the Community Development Department for zoning compliance review.

(5) The Community Development Director, Zoning Official, or designee shall determine whether the proposed parking location and use comply with this section and shall transmit a zoning clearance or written deficiency notice to the Building and Licensing Department.

(6) After zoning clearance and satisfaction of the requirements of this section, the Building and Licensing Department may issue the Certificate administratively.

(7) The City may conduct an exterior site inspection before issuance or after issuance upon reasonable notice to verify compliance with this section.

(8) No exterior decal, sticker, or municipal registration marker shall be required. Certificate records shall be maintained administratively by the Building and Licensing Department and made available to the Community Development Department and the Code Enforcement Department for official use.

(d) Prohibited use and utility connections.

(1) A recreational vehicle parked or stored on residential zoned property shall not be used for living, sleeping, cooking, business operations, rental, advertising for occupancy, or as a storage unit, except for ordinary and incidental storage of items customarily kept within the vehicle.

(2) A recreational vehicle parked or stored on residential zoned property shall not be connected to water, sewer, or gas service. Temporary electrical connection by extension cord is permitted solely for battery charging or brief maintenance-related activity and shall not exceed twenty-four (24) consecutive hours in any seven-day period. The City reserves the right to suspend water and sewer service after proper notice. The parking of recreational vehicles is prohibited on townhouse or multi-family development properties.

(3) Wastewater or sewage shall not be discharged from a recreational vehicle onto the property or into any stormwater system.

(4) Nothing in this section authorizes a recreational vehicle to serve as an accessory dwelling unit or short-term rental.

(e) Certificate duration, renewal, transfer, suspension, and revocation.

(1) A Certificate issued under this section shall be valid for one (1) year and may be renewed administratively through the Building and Licensing Department upon submission of a renewal application or certification demonstrating continued compliance, subject to continued zoning compliance review by the Community Development Department.

(2) A Certificate is personal to the approved property and the approved recreational vehicle, is not transferable, and expires upon a change in ownership of the property, a change in tenancy of the Certificate holder, or transfer or disposition of the permitted vehicle.

(3) The Building and Licensing Department may suspend or revoke a Certificate for material misrepresentation in the application or for failure to comply with this section after written zoning noncompliance findings from the Community Development Department or referral from the Code Enforcement Department, and after notice and an opportunity to cure when a cure is reasonably available.

(f) Violations & Penalties

a. Violations of this section shall result in fines, penalties, or enforcement actions which shall be the responsibility of the property owner.
b. Fines shall be imposed pursuant to the City's schedule of penalties under Chapter 2 of the City's Code of Ordinances.
c. Additional Remedies: The City may pursue further enforcement, including abatement of nuisances, injunctive relief, permit revocation, and administrative adjudication.

Section 3. Chapter 2, Article XI, Section 2-570.33 of the City of Opa-locka Code of Ordinances is hereby amended by adding the following line item, with all remaining provisions continuing in full force and effect:

Code Section	Description of Violation	Civil Penalty
22-116	Parking or storage of a recreational vehicle on residential property contrary to section 22-116, including unlawful occupancy, unlawful utility connection, failure to obtain or maintain a Certificate, or other noncompliance with that section	$250.00 for first offense; $500.00 for each repeat offense

Section 5. 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 6. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith, are hereby repealed.

Section 7. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 8. 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 _____, 2026.

PASSED SECOND READING this _____ day of _____, 2026.

_____
John H. Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams	(Yes)_____	(No) _____
Commissioner Kelley	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Vice-Mayor Ervin	(Yes)_____	(No) _____
Mayor Taylor	(Yes)_____	(No) _____

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**		
City Manager:	Shamecca Lawson			**CM Signature**		
Commission Meeting Date:	April 22, 2026		**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
		X	**Public Hearing:** *(Enter X in box)*		**Yes** / **No**	**Yes** / **No**
					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	
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	Commissioner Santiago		**Department:**		City Commission	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER VII, ARTICLE 1 SECTIION 7-6 AND THE LAND DEVELOPMENT REGULATIONS, ARTICLE V, SECTION 22-116 AND ORDINANCE NO. 2024-11 PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING PARKING RECREATIONAL VEHICLES ~~AND COMMERCIAL VEHICLES~~ ON PROPERTY ZONED RESIDENTIAL SINGLE-FAMILY AND DUPLEX AND ESTABLISHING A CERTIFICATION PROCESS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City Commission adopted Ordinance 2024-11, legislation that prohibited the parking and or storage of Recreational Vehicles on Residential zoned property in the City of Opa-locka. After engaging in a public information campaign to educate the residents at a workshop held on August 27, 2024, and another workshop held on September 15, 2025, the City Commission has reconsidered and desires to establish a registration program and provide standards governing the parking and storage of recreational vehicles on certain residential zoned properties. The City Commission is also providing standards for the parking of recreational vehicles, which does not include occupancy or any other life-sustaining activities inside the recreational vehicles. On December 11, 2025, a final workshop was held to gather any additional comment from residents and address the lawful RV parking and/or registration of recreational vehicles, and to discuss fines and penalties for non-compliance.

The City Commission desires to provide additional definitions and provide certificate fees and establish fines and penalties for non-compliant violators after a 90-day public information campaign. The Planning and Community Development Department has reviewed the amendment to permit recreational vehicle storage in the City of Opa-locka which will require an amendment of Ordinance 15-31, the Land Development Regulations, Article V, Section 22-116, "Recreational Vehicle Storage" and the City Code Chapter VII, Article 1, Section 7-6.

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

Proposed Action:

Planning and Community Development staff recommends approval of this amendment.

Attachment:

Draft Ordinance Amendment
Ordinance 2024-11
City LDR Section 22-116
Workshop Summary 9-15-25
Workshop Summary DRAFT and Agenda 12-11-25
PowerPoint Presentation

Sec. 22-116. ~~**Recreational Vehicle Storage**~~

~~The place of storage shall be to the rear of the front building line if adequate side setbacks are available. Where the R.V. storage area is located between the residence and a side street property line, the R.V. shall be visually buffered by a six-foot wood privacy fence, masonry wall, trees or shrubs maintained to a height of six feet. The front building line referred to shall be that portion furthest from the street.~~

Parking of recreational vehicles on property zoned residential.

(a) A recreational vehicle not exceeding 33 feet in length, will be allowed to park in either the side yard of property zoned residential on an improved driveway only; provided that such recreational vehicle is parked no closer that three feet from the side property lines.

(b) A recreational vehicle not exceeding ~~24~~ 25 feet in length will be allowed to park in the front yard of property zoned residential only when sufficient vehicular parking is available; provided that such recreational vehicle is parked no closer than 3 feet from the front or side property lines and is parked **perpendicular** to the right of way on an **improved** driveway. (without violating lot coverage percentage)

(c) At all times, a recreational vehicle shall have current license plates and registration that are clearly visible from the street. The owner of the recreational vehicle shall register the vehicle with the City and shall furnish to the City an affidavit indicating the recreational vehicle shall not be offered for occupancy as described in paragraph (d) of this Section.(Below)

(d) A recreational vehicle, while parked on property zoned residential shall not be offered for occupancy or use by the owner or tenant or any ~~third~~ parties or occupied or used for living, sleeping, cooking or any other life-sustaining activities or for storage purposes by the owner, tenant, person in possession, or to any third party who is not the owner or tenant of the residence at which the recreational vehicle is parked. For purposes of this Code Section, tenant or person in possession occupying the property must have a current valid lease or rental agreement with the **property owner** of the residential property which is to be promptly made available to the City.

(a.) A property owner, tenant or person in possession or control of the property shall provide access to the property, upon request, for the city inspector to conduct an inspection to determine the location of a parked recreational vehicle and compliance with this legislation. Failure to provide access for an on-site inspection, upon reasonable notice , is a violation of this section and subject to immediate removal of the Recreational Vehicle from the property.

(f) No property owner shall park, or allow to be parked, more than one recreational vehicle on a property zoned residential.

(g) Recreational vehicles shall not be connected to water and/or sewer lines. The City shall reserve the right to cancel or pause water and sewer service to the property, after notice is afforded as prescribed by applicable Florida Law(s), if a violation of this paragraph is found.

4. Parking of commercial vehicles, recreational vehicles, ~~boats or vessels~~ shall be prohibited on property developed as townhouse, or multi-family.

A first violation of this Section shall be a warning with the violator having (the number of days as per City Code) ~~60~~ days to fully correct the violation.

If the violation remains after ~~60~~ days, (as per City Code) fines may be imposed pursuant to _Section ____of the City Code.

Sponsored by: Commissioner Williams

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING ARTICLE V, SECTION 22-116, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING RECREATIONAL VEHICLE STORAGE IS PROHIBITED ON PROPERTY ZONED RESIDENTIAL; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current City of Opa-Locka Land Development Regulations, Ordinance 15-31 address the general storage of a recreational vehicle, of a certain length and width, on single-family or duplex residential zoned property, subject to the conditions listed in Section 22-116; and

WHEREAS, the City Commission of the City of Opa-Locka desires to prohibit the storage of recreational vehicles on residential zoned properties; and

WHEREAS, the City Commission of the City of Opa-Locka desires to amend Section 22-116 of the City of Opa-Locka's Land Development Regulations, pertaining to recreational vehicles.

NOW, THEREFORE, BE IT DULY 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. Article V of the Land Development Regulations (pursuant to Ordinance 15-31) is hereby amended to replace, Section 22-116, as set forth below, and shall have the meanings ascribed and shall be removed and replaced with the following words, terms and phrases and shall read:

Sec. 22-116 Recreational Vehicles.

1. **Definitions**

(1)"travel trailer," which is a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits

when drawn by a motorized vehicle. It is primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 8-1/2 feet and an overall body length of no more than 40 feet when factory-equipped for the road.

(2) "camping trailer," which is a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

(3) "truck camper," which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

(4) "motor home," which is a vehicular unit which does not exceed the length, height, and width limitations provided in s. 316.515, is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

(5) "van conversion," which is a vehicular unit which does not exceed the length and width limitations provided in s. 316.515, is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

(6) "fifth-wheel trailer," which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

(7) The term "screened" means significantly hidden from view from grade level by a structure or other means including but not limited to buildings, fences, walls, hedges, and other landscaping material, or any combination thereof.

(8) Residential Zoned Property include any of the following:

Single-Family Residential district. Any zoning use district bearing the prefix R-1.

Two-Family Residential district. Any zoning use district bearing the prefix R-2.

Residential Townhouse district. Any zoning use district bearing the prefix R-TH

Moderate Density Residential district. Any zoning use district beaning the prefix R-3

High Density Residential district. Any zoning use district bearing the prefix R-4

Any Residential Mixed Use bearing the prefix HDOD; CMU; MNMU.

2. Recreational Vehicle Storage

~~The place of storage shall be to the rear of the front building line if adequate side setbacks are available. Where the R.V. storage area is located between the residence and a side street property line, the R.V. shall be visually buffered by a six-foot wood privacy fence, masonry wall, trees or shrubs maintained to a height of six feet. The front building line referred to shall be that portion furthest from the street.~~

(1) Recreational Vehicle parking and storage is prohibited on property zoned residential. Use of recreational vehicles as dwelling units is prohibited. To park or store a recreational vehicle on property zoned residential will be a violation the Land Development Regulation, Ordinance 15-31, Section 22-116 as amended.

(2) Immediately following the passage of this Ordinance, the City shall use best efforts to engage in a public information campaign to educate residents on the requirements of this Ordinance. The public information campaign shall take place up to 90 days after passage to address removal of recreational vehicles from properties zoned residential.

Any person owning a recreational vehicle that is occupying real property zoned residential within the City as of the passage of this Ordinance, will have up to 90 days to remove the recreational vehicle from the City. After the 90-day public information campaign all violations will be subject to Code Enforcement Action including the assessment of a civil penalty. After receiving a civil penalty, the property owner will have 30 days to cure the violation, i.e. removal of the recreational vehicle from his property or be subject to additional citation and remedies permitted by City Code.

(3) *Enforcement of the Code.* Notwithstanding the provisions of this section, the City may at all times continue enforcement of the City Code through any authorized code compliance methods specified in the Land Development Regulations or any provision of the City of Opa-Locka's Code of Ordinances or other authorized means, including but not limited to, issuance of and Prosecution of a notice of violation or the issuance of a citation. This section shall not be construed or interpreted to serve as a defense against any enforcement action brought by the City based on noncompliance with the current requirements of the City Code.

Section 3. Chapter 7, Article I, Section 7-6 of the City of Opa-Locka's Code of Ordinances is hereby amended to add new number 106 to establish a fees concerning recreational vehicle storage violations and shall read:

106. Recreational Vehicle Parking $500.00

Section 4. Article XI, Division 10, Subdivision 2, Section 2-570.33 of the City of Opa-Locka's Code of Ordinances is hereby amended to establish a civil penalty for noncompliance for failure to register recreational vehicles as set forth below:

Code Section	Description of Violation	Civil Penalty
3-1	Erecting, constructing, posting, etc., of a sign without a permit	$200.00
3-2	Failure to obtain required sign inspection approval	200.00
5-1	Cruelty and fighting:	
	Prohibited generally	
	Tormenting, torturing or inflicting cruelty on an animal, or human being	500.00
5-18	Keeping vicious and howling dogs	500.00
7-3	Permit prerequisite to doing work:	
	Failure of homeowner to get permit	200.00
	Failure of contractor to get permit	500.00
7-9	Duty to clean site:	

Code Section	Description of Violation	Civil Penalty
	Failure to remove debris, equipment, materials or sheds	200.00
9	Excavations and fillings:	
	Illegal excavation	500.00
10-5	Permit required for intentional burning:	
	Setting fire without permit	200.00
	Failure to obtain required permit or violation of conditions of permit	200.00
11	Garbage and trash:	
	Only city or licensed collectors to collect and dispose.	
11-5	Utilizing the waste collection services of an unauthorized waste collection agency by a commercial establishment	500.00
11-7	Offensive or dangerous accumulations:	
	Creating or maintaining fire hazard	200.00
11-10	Removal prohibited except from approved containers:	
	Uncontainerized refuse, rubbish, or solid waste	100.00

Code Section	Description of Violation	Civil Penalty
11-14	Curbside placement; emergency; improvement of collection procedure; conditions:	
	(b) Domestic garbage	
	Hanging waste container at curbside, right-of-way or street edge before or after specific hours of normal collection;	100.00 per day
	(d) Garbage to be differentiated from garden trash and rubbish when placed in receptacles or containers for collection purposes	
	Placement of commingled yard trash at the curbside or other designated trash collection area, by residents for collection and disposal	50.00
	Placement of commingled yard trash at the curbside or other designated trash collection area by commercial multifamily residential establishments, for collection and disposal	100.00
13	Licenses and Business Regulations	
13-2	Tax levied and license required:	
	Failure to obtain a City of Opa-locka occupational license	100.00
14	Nuisances	
14-1	Creation or maintenance of public nuisance prohibited; duties of owners and tenants:	

Code Section	Description of Violation	Civil Penalty
	Trash, debris, refuse, or garbage on premises	100.00
	Excessive growth of weeds, grass, other flowers	100.00
	Failure to exterminate insects, rodents, termites, vermin or other pest	100.00
	Allowing public nuisance to exist	100.00
	Causing a sanitary nuisance	500.00
	Maintaining a sanitary nuisance	500.00
15	Noise:	
	Prohibited generally.	
	Excessive noise violation	100.00
15-137	Adherence to red light traffic control signals:	
	First offense	125.00
	Second offense	250.00
	Each additional offense	500.00
20	Trailers	

Code Section	Description of Violation	Civil Penalty
20-2	Parking prohibited except in trailer park:	
106	Illegal placement or storage or parking of a recreational vehicle	500.00

Section 5. 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 6. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith, are hereby repealed.

Section 7. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 8. 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 18th day of March 2024.

PASSED SECOND READING this 10th day of April 2024.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Ervin

Seconded by: Commissioner Williams

VOTE:	4-0
Commissioner Bass	YES
Commissioner Kelley	ABSENT
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	YES

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**		
City Manager:	Darvin E. Williams			**CM Signature**		
Commission Meeting Date:	March 13, 2024		**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
		X	**Public Hearing:** *(Enter X in box)*		**Yes** / **No**	**Yes** / **No**
					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	
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	Commissioner Williams		**Department:** Planning & Community Development		Commissioner Williams	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING ARTICLE V, SECTION 22-116, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING RECREATIONAL VEHICLE STORAGE IS PROHIBITED ON PROPERTY ZONED RESIDENTIAL; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The current Land Development Regulations, Ordinance 15-31, Section 22-16 address the general storage of recreational vehicles on residential zoned property subject to the conditions listed in Section 22-116. The City Commission desires to remove legislation to permit parking and storage of

recreational vehicles on property zoned residential and to provide definitions and provide progressive fees to be assessed for violators after a 90-day public information campaign. The Planning and Community Development Department has reviewed the amendment to prohibit recreational vehicle storage in the City of Opa-locka which will require an amendment of Ordinance 15-31, the Land Development Regulations, Article V, Section 22-116, "Recreational Vehicle Storage".

Financial Impact

Account	Description	Available	Project	Remaining Balance

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

Proposed Action:

PCD Staff recommends approval of this text amendment.

Attachment:

Draft Ordinance
Amended Land Development Regulation-

CITY OF OPA-LOCKA RECREATIONAL VEHICLE ORDINANCE

PCD STAFF

December 11, 2025

Purpose and Intent

City leadership intends to:

- Beautify the City.
- Maintain a positive image for residential properties.
- Maintain the integrity of residential neighborhoods.
- Conserve and increase taxable value.
- Promote public safety.
- Reduce unauthorized strain on sewer, water, and electrical systems.
- Reduce financial burden on residents for system upgrades.

Recreational Vehicles-Definitions

- Travel Trailer-a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle.

- Camping Trailer-a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

- Truck Camper-a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

Recreational Vehicles-Definitions cont'd

- Motor Home-a vehicular unit which does not exceed the length, height, and width limitations provided in s. 316.515, is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

- Van Conversion-a vehicular unit which does not exceed the length and width limitations provided in s. 315.515, is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

- Fifth-Wheel Trailer-a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axel.

Recreational Vehicles-Definitions cont'd

- Screened-means significantly hidden from view from grade level by a structure or other means including but not limited to buildings, fences, walls, hedges, and other landscaping material, or any combination thereof.

- An RV should be FULLY VISIBLE and should not be screened from view.

- Residential Zoned Property-where an RV will be permitted include:
  - Single-Family Residential district. Any zoning use district bearing the prefix R-1.
  - Two-Family Residential district. Any zoning use district bearing the prefix R-2.

Introduction/History

The City Zoning Code is a Fluid Document

- Ordinance 15-31, Section 22-116 addressed the general storage of a Recreational Vehicle, of a certain length and width, on single-family or duplex zoned property.
- This legislation was adopted on October 28, 2015.
- In recent years there has been a major increase in Recreational Vehicles in Opa-locka without compliance with the Zoning Code.
- On April 10th, 2024, the City Commission adopted Ordinance 2024-11 and amended Section 22-116 to prohibit the storage of Recreational Vehicles on residential zoned properties.

Introduction/History

The City Zoning Code is a Fluid Document

- On August 27, 2024, a workshop was held with the residents and property owners concerning Ordinance 2024-11 which prohibited parking and storage of Recreational vehicles.
- As a consequence of the workshop, the City Commission desires a reasonable amendment to Ordinance 2024-11.

Community Concerns at Workshop

- Residential Feedback if RV parking is allowed:
  - Financial Burden for Homeowners – possible depreciation of property value.
  - Concerns - turning neighborhoods into trailer parks.

Recreational Vehicles

Support and Opposition

- New Amendment Opposition:
  - Homeowners concerned about property values being reduced and neighborhood aesthetics.
  - City Officials tasked with the effective management of resources, water, sewer, and electricity.
  - That Owners allow Multiple RV's on their property
  - Additional parking needed for RV tenants

- New Amendment Supporters:
  - Resident's RV can be parked on their property and not incur additional monthly parking rental expense.
  - RV's will not be used for rental income – No new parking challenges

Amend Ordinance 2024-11

The following conditions are required:

- Amendment to permit RV parking in R-1 & R-2 Dist.:
  1. Allow one recreational vehicle **not exceeding 35 feet in length** may be parked in a **side yard** on an improved driveway, or paved surface no closer than **three feet** from the side property lines, provided sufficient parking is available and lot coverage limits are not exceeded.
  2. Recreational Vehicle must be fully visible, unobstructed and must remain mounted on tires.
  3. All recreational vehicles must display DMV **current registration and license plates** visible from the street.
  4. Recreational vehicle owners must register their vehicle **annually** with the City for a **$150 fee** and provide an affidavit affirming the vehicle will **not be used for occupancy** and will comply with all provisions outlined in the Ordinance.
- **Occupancy Prohibition & Utility Restrictions**
  5. Recreational vehicles parked on residential property are prohibited from being used for occupancy, living, sleeping, cooking, or storage.
  6. A tenant or occupant must hold a **valid lease** or rental agreement with the property owner, available to the City upon request.
  7. Violations may result in **fines, penalties, or enforcement actions** as prescribed in the municipal code.

Amend Ordinance 2024-11

"The following conditions are required" Cont'd:

- **Inspection & Enforcement**
  - Upon request, property owners must provide access for **City inspections** to verify compliance. Failure to provide access may result in **immediate removal** of the recreational vehicle **at the owner's expense**.
  - No property owner shall park, or allow to be parked, **more than one** recreational vehicle on residential property.
  - **Utility connections prohibited:** Recreational vehicles **shall not** be connected to **water, sewer, or electrical lines**. If violations are found, the City reserves the right to **suspend** water and sewer service after notice per **Florida law**.
- **Parking Restrictions for Townhouse & Multi-Family Properties**
  - Parking of **recreational vehicles,** is **prohibited** on **townhouse or multi-family developments.**

Amend Ordinance 2024-11

"The following conditions are required" Cont'd:

- **Violations & Penalties**
  - **(a) Warning Period:** First-time violators will receive a **warning** and must correct the violation within **7-30 days.**
- **Fines & Enforcement:** If uncorrected, fines may be imposed per the **City Code:**
  - **Illegal placement/storage/parking: $500**
  - **Illegal utility connection: $500**
  - **Illegal use for living space: $500**
  - **Non-registration: $500**
- **Additional Remedies:** The City may pursue further enforcement, including **abatement of nuisances, injunctive relief, permit revocation, and administrative adjudication.**

Implementation Plan

- Steps:

  Public awareness campaign.

  Workshops:

  1 August 27, 2025

  2 September 15, 2025

  3 December 11, 2025

  - Enforcement strategy.

    1 Amendment 1st Reading January 2026

    2 Amendment 2nd Reading February 2026

  - Support programs for affected residents.

Conclusion and Q & A

- Ordinance 2024-11
  - Banned the parking and or storage of recreational vehicles on residential property;
  - The amendment will permit storage, require RV registration, prohibits living in the unit, prohibit connection to city utilities and gives penalties for violations of this legislation to live in the RV.
  - Provides for fines for violations.

Recreational Vehicles

CITY OF OPA-LOCKA RECREATIONAL VEHICLE ORDINANCE

December 11, 2025

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

PUBLIC WORKSHOP – RECREATIONAL VEHICLES
Monday, September 15, 2025
6:00 PM

1. WELCOME AND INTRODUCTIONS:

Mayor John H. Taylor, Jr. called the public workshop to order at 6:06 PM on Monday, September 15, 2025, at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

The following members of the City Commission were present: Mayor John H. Taylor, Jr.; Vice Mayor Joseph L. Kelley; Commissioner Natasha L. Ervin; Commissioner Luis B. Santiago; and Commissioner Dr. Sherelean Bass.

2. PRESENTATION BY CITY STAFF:

a. Summary of existing regulations related to Recreational Vehicles / Proposed Changes

Commissioner Santiago welcomed attendees in English and Spanish, noting the purpose of the meeting was to review regulations related to recreational vehicles (RVs) and hear community input. He introduced Planning Director Gregory Gay, Zoning Official Gerald Lee, and Economic Development Specialist Sol Bankole, who would present proposed amendments.

Mr. Gay explained the background of RV regulations, noting an ordinance adopted in April 2024 prohibited RV parking on residential property. He stated the purpose of the workshop was to review opportunities to amend the ordinance to better balance community needs with neighborhood integrity.

Mr. Lee presented definitions of recreational vehicles, including travel trailers, camping trailers, truck campers, motor homes, van conversions, and fifth-wheel trailers. He explained prior code required RVs to be screened from street view, but proposed amendments would allow visible parking on residential lots under new conditions.

Proposed amendments included:

- Allowing one RV per single-family (R-1) or duplex (R-2) property.
- RVs must be parked on an improved driveway or paved surface, at least three feet from side property lines, not exceeding 30 feet in length.
- RVs must remain on tires, fully visible, and display valid DMV registration and license plates.
- Owners must register the RV annually with the City at a fee of $150 and submit an affidavit affirming it will not be occupied.
- Occupancy, sleeping, cooking, and storage in RVs were prohibited.

- RVs could not connect to water, sewer, or electrical utilities.
- Property owners must allow inspection access; failure could result in immediate removal of the RV at the owner's expense.

Mr. Lee added that violations could result in fines: $500 for illegal parking/storage, $500 for unauthorized utility connections, and $500 for illegal use as living space. First-time offenders would receive a warning and 7–30 days to correct violations.

Mr. Gay clarified that inspections would confirm proper placement, no utility connections, and current DMV registration. A decal would be issued upon approval. The inspection fee was included in the $150 registration. Staff noted the fee may be waived during an initial 30–45-day education period following adoption.

3. PUBLIC ENGAGEMENT:

Manny Cruz opposed the $150 annual fee, noting state trailer registration costs only $38.50. He suggested temporary permits for visiting RVs. Staff acknowledged his concerns and said temporary parking would be considered.

Sarah Allen, 600 Sharar Avenue, asked about RVs parked at businesses or churches. Staff explained the proposed amendments only addressed single-family and duplex properties, not commercial or industrial areas. Commissioners noted business concerns could be considered before adoption.

Lori Novell, 1840 Opa-locka Boulevard, asked about inspection. Mr. Gay responded that a compliance report and decal would be issued annually.

Luis Gálvez supported inspections of vehicles but objected to granting inspectors access to his property. Commissioners referred the question to the City Attorney for clarification. Mr. Gay emphasized residents should not use RVs for permanent living.

The City Commission recessed at approximately 7:14 PM.

The City Commission reconvened at approximately 7:26 PM.

Suleimi Correa asked what to do if her RV was parked on dirt rather than pavement. Staff stated proposed amendments would require a paved or improved surface, which was not previously addressed.

Mayor Taylor encouraged anyone not able to ask their questions to submit them via writing at the back of the room.

Mayor Taylor emphasized that nothing was final at this stage. He explained that recreational vehicles were currently banned in the City of Opa-locka but noted that the prohibition was not being enforced. He clarified that the ordinance was being amended based on the feedback and

suggestions received and would be brought back to the City Commission for further consideration.

Mayor Taylor stated that residents would be notified when the ordinance returned for City Commission consideration so that the discussion could continue at the appropriate time during a regular meeting.

Commissioner Ervin stated she would not support eliminating the registration fee but invited discussion on a reasonable amount. She emphasized the need for inspections to prevent illegal occupancy and utility connections.

Vice Mayor Kelley thanked residents for attending and sharing concerns. He stated the Commission paused enforcement of the ordinance so the issue could be addressed properly and commended Commissioner Santiago and Mayor Taylor for holding the workshop. He noted the $500 fine was not enforced to allow the community to be heard.

Commissioner Santiago thanked residents for their participation, emphasizing unity between the community, City Commission, City Manager, and staff.

4. NEXT STEPS:

5. CLOSING REMARKS:

Mayor Taylor concluded by thanking attendees, reaffirming the City was not yet enforcing the ordinance, and encouraging residents to continue providing feedback. He stated staff would remain available for private questions after adjournment.

6. ADJOURNMENT:

There being no further business, the public workshop was adjourned at 7:38 PM.

John H. Taylor, Jr.
Mayor

ATTEST:

Joanna Flores
City Clerk

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

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

CITY COMMISSION WORKSHOP
Thursday, December 11, 2025
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the workshop to order at 6:07 PM on Thursday, December 11, 2025, at the Opa-locka Government Center Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Natasha L. Ervin; Commissioner Luis B. Santiago; and Mayor John H. Taylor, Jr. Also in attendance were City Manager Sha'mecca Lawson, and City Clerk Joanna Flores. Commissioner Dr. Sherelean Bass arrived at 6:36 PM.

3. PRESENTATION BY CITY STAFF:

The workshop was conducted bilingually, with remarks delivered in English and translated into Spanish throughout.

Mayor Taylor explained that the purpose of the workshop was to review the City's recreational vehicle ordinance, outline existing regulations, present proposed amendments, and receive resident feedback on changes developed in response to prior community input.

Commissioner Santiago stated that the workshop was intended to resolve outstanding concerns before the ordinance proceeded to formal readings.

Planning and Development Director Gregory Gay outlined the goals of the proposed amendments, including protecting neighborhood character, property values, public safety, and infrastructure. He reviewed the recreational vehicle types addressed by the ordinance. He explained that the amendments would allow one recreational vehicle on single-family (R-1) and duplex (R-2) properties, subject to conditions. The vehicle could not exceed thirty-five feet in length and would be required to park on an improved surface, remain visible, mounted on wheels, display current registration, and be registered annually with the City for a proposed $50 fee. Owners would be required to submit a sworn affidavit confirming compliance and non-habitation.

Director Gay stated that recreational vehicles would be prohibited from use as living space and from connections to utilities. Only one recreational vehicle would be permitted per residential property, and recreational vehicles would remain prohibited in multifamily developments. Violations could result in code enforcement actions, including fines.

Director Gay reviewed enforcement procedures, stating that property owners would receive a warning period of approximately seven to thirty days, followed by fines for continued violations. Inspections would occur annually upon registration or in response to complaints or observed violations.

Mayor Taylor departed the workshop.

Commissioner Bass joined the dais at approximately 6:48 PM.

Commissioner Ervin raised concerns regarding cumulative fines and repeat offenders and asked whether payment options would be available. City Manager Lawson stated that violations would be addressed through code enforcement, with the opportunity to appear before a Special Magistrate. Commissioner Ervin requested a plan and process for repeat offenders.

Commissioner Santiago stated that the ordinance sought to balance property rights with neighborhood protections and acknowledged resident concerns regarding affidavits, inspections, fees, and utility restrictions.

Public comment was opened.

Haydel Neyra, 1060 Sultan Avenue, questioned why recreational vehicles would be permitted to park in front yards while boats were allowed greater flexibility. He stated that recreational vehicles were more visually intrusive when parked in front of homes and objected to the requirement for a sworn affidavit, stating that it pressured homeowners to self-incriminate. He opposed utility shutoffs as an enforcement tool and raised concerns regarding inspections and entry onto private property.

Luis Gálvez, 1206 Wilmington Street, stated concern regarding inspections of private property and described the home as a private space. Mr. Gálvez disputed claims that recreational vehicles reduced property values and stated that values in the area had increased. He expressed support for law and order but urged the City Commission to continue refining the ordinance prior to adoption.

Director Gay addressed questions regarding inspections and code compliance. He stated that recreational vehicle inspections would not occur routinely, but would take place annually upon registration or in response to verified complaints or observed violations. He explained that inspections would be conducted by the City's Code Compliance Division.

Code Compliance Supervisor Wilma Wilcox further clarified that an initial inspection would occur when a recreational vehicle was registered with the city. Additional inspections would occur only if a complaint was received or if code compliance officers observed a violation during routine patrols, including indications of occupancy or utility connections. Staff emphasized that inspections were complaint-driven or observation-based and not conducted on a recurring monthly basis.

Guillermina Gomez requested clarification regarding the maximum allowable recreational vehicle length. Ms. Gomez objected to paying a registration fee to park a recreational vehicle on private property and questioned whether similar fees existed elsewhere in Florida. She stated that the City faced broader challenges and urged the City Commission to consider the community's working- and middle-class character when regulating recreational vehicles.

Commissioner Bass disagreed with requiring an affidavit but supported inspections.

4. NEXT STEPS:

Commissioner Santiago stated that registration fees, affidavit language, inspection authority, emergency allowances, and utility restrictions would be refined before the first reading.

5. CLOSING REMARKS:

Commissioner Santiago thanked participants and announced that the first reading was scheduled for January 14, 2026.

6. ADJOURNMENT:

There being no further business to come before the City Commission, the workshop was adjourned at 7:47 PM.

John H. Taylor, Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

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