CITY OF OPA-LOCKA

The City of Bright Opportunities

REGULAR COMMISSION MEETING
Agenda

Wednesday, September 9, 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 Dr. Sherelean Bass
Commissioner Natasha L. Ervin
Commissioner Luis B. Santiago

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

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
September 9, 2026
6:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Special presentation by Vice Mayor Joseph L. Kelley
Childhood Cancer Awareness Month

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

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

FY 2027 Budget Workshop Meeting Minutes — July 14, 2026
Regular Commission Meeting Minutes — July 22, 2026
Workshop Meeting Minutes — August 5, 2026
Special Commission Meeting Minutes — August 25, 2026

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

10. PUBLIC PRESENTATIONS:

Dr. Cynthia Clay, Principal
Dr. Robert B. Ingram Elementary School
ref: Program and Academic Opportunities at Dr. Robert B. Ingram Elementary School

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, ACCEPTING THE PROPOSAL OF LUXURIOUS MACHINE LLC FOR VENDING MACHINE SERVICES PURSUANT TO RFP NO. 26-0709200; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR SAID SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH LEAD BY EXAMPLE ELITE LLC TO PROVIDE A BASKETBALL PROGRAM FOR THE CITY AT SHERBONDY VILLAGE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONFIRMING THE CITY'S AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION'S APPROVAL OF THE SPECIAL MAGISTRATE'S RECOMMENDATIONS IN PERC CASE NO. SM-2025-028; APPROVING THE CONFORMING TERMS ATTACHED AS EXHIBIT "A"; AUTHORIZING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE CITY'S ACCEPTANCE OF FISCAL YEAR 2026-2027 FUNDING, FOR AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS ($5,000.00), FOR THE ALERT TODAY FLORIDA HIGH VISIBILITY ENFORCEMENT PROGRAM FOR PEDESTRIAN AND BICYCLE SAFETY, FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION THROUGH THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT AT THE UNIVERSITY OF NORTH FLORIDA; AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT, CONTRACT, AND RELATED DOCUMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING ESTIMATE NO. 1377 AND ESTIMATE NO. 1378 FROM MY LAWN SERVICE INC. FOR THE ONE-TIME RESTORATION OF PINE TREE LAKE IN A COMBINED AMOUNT NOT TO EXCEED THIRTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS ($38,500.00); AUTHORIZING THE**

CITY MANAGER TO EXECUTE THE SERVICES CONTRACT, ATTACHED HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND 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 ACCEPT THE FY 2026-2027 HURRICANE LOSS MITIGATION PROGRAM GRANT AWARD FROM THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00), WITH NO LOCAL MATCH REQUIREMENT, FOR THE OPA-LOCKA PUBLIC WORKS FACILITY HARDENING PROJECT; AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT AND RELATED DOCUMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE URGENT EXPLORATORY EXCAVATION, PERMANENT CAPPING OF AN ABANDONED TWO-INCH WATER SERVICE LINE, AND RESTORATION OF THE CONCRETE DRIVEWAY AND ASPHALT OVERLAY AT CAIRO LANE PERFORMED BY SAFA CONSTRUCTION, LLC; RATIFYING AND ACCEPTING QUOTE NO. 1, DATED JUNE 26, 2026, IN AN AMOUNT NOT TO EXCEED FORTY-EIGHT THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS ($48,373.00); WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 3.10(A) OF THE CITY CHARTER; AUTHORIZING PAYMENT SUBJECT TO COMPLETION, DOCUMENTATION, AND FUNDING REQUIREMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO RE-ISSUE A REQUEST FOR PROPOSALS FOR THE REPAIR OF THE PUMP STATION 11-C BYPASS CONTROL SYSTEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSENTING TO THE ASSIGNMENT OF CERTAIN AGREEMENTS, TASK AUTHORIZATIONS, PURCHASE ORDERS, AND RELATED RIGHTS AND OBLIGATIONS FROM ELEMENTZ RECONSTRUCTION, LLC TO APAS BUILD LLC; AUTHORIZING AN ASSIGNMENT AND ASSUMPTION AGREEMENT; AUTHORIZING THE CITY MANAGER TO UPDATE VENDOR AND PAYEE RECORDS ONLY AFTER ALL CONDITIONS PRECEDENT ARE SATISFIED; PROVIDING THAT THE ASSIGNMENT DOES NOT RELEASE PRE-ASSIGNMENT LIABILITIES OR MATERIALLY CHANGE SCOPE, PRICE, TERM, OR OTHER CONTRACTUAL REQUIREMENTS; PROVIDING FOR INCORPORATION OF RECITALS;**

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

10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH APAS CONSULTING LLC FOR THE DEVELOPMENT, ADOPTION, AND FILING OF THE CITY'S TITLE VI NONDISCRIMINATION PROGRAM FOR THE OPA-LOCKA TRANSIT SYSTEM UNDER FEDERAL TRANSIT ADMINISTRATION CIRCULAR 4702.1B AND 49 CFR PART 21, IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS ($55,000.00); PROVIDING FOR THE UPDATING OF THE TITLE VI PROGRAM PLAN ADOPTED BY RESOLUTION NO. 22-9987; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE ACCEPTANCE OF A FIFTY THOUSAND DOLLAR ($50,000.00) 2025 URBAN AND COMMUNITY FORESTRY - INFLATION REDUCTION ACT GRANT AND EXECUTION OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES AGREEMENT NO. 34139, ATTACHED HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

12. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT A SEVENTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLAR ($74,750.00) AWARD UNDER THE 2025 COMMUNITY FORESTRY - DISASTER RECOVERY GRANT PROGRAM; AUTHORIZING EXECUTION OF THE FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT AND REQUIRED FORMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

13. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 4 TO THE AGREEMENT WITH EAC CONSULTING, INC. FOR ENGINEERING DESIGN SERVICES FOR THE NW 131ST STREET ROADWAY RECONSTRUCTION, DRAINAGE, AND 8-INCH DIP WATERMAIN PROJECT, FOR 100% CONSTRUCTION PLAN MODIFICATION, PERMITTING AND APPROVALS, LIMITED SOIL AND GROUNDWATER ASSESSMENT AND REPORTING, AND RELATED SERVICES, IN AN AMOUNT NOT TO EXCEED SIXTY-FOUR THOUSAND FOUR HUNDRED THIRTY DOLLARS ($64,430.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

14. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE SANITARY SEWER REROUTING WORK**

COMPLETED AT PUMP STATION NO. 16 BY SAFA CONSTRUCTION, LLC, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS ($124,550.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

15. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 3 TO THE CONTRACT WITH SHIFF CONSTRUCTION & DEVELOPMENT LLC IN AN AMOUNT NOT TO EXCEED SIXTY-EIGHT THOUSAND THREE HUNDRED SIXTY-FIVE DOLLARS AND EIGHTY-FOUR CENTS ($68,365.84) FOR SUPPLEMENTAL WORK NECESSARY TO COMPLETE THE LIFT STATION NO. 9 REHABILITATION PROJECT; INCREASING THE TOTAL AUTHORIZED CONSTRUCTION CONTRACT AMOUNT TO ONE MILLION FOUR HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS AND EIGHT CENTS ($1,432,898.08); AUTHORIZING EXECUTION OF RELATED DOCUMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

16. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS TO EVALUATE AND, IF LAWFUL, SAFE AND IN THE BEST INTEREST OF THE CITY, REMOVE THE BARRICADE AT THE END OF ALI BABA AVENUE AND RAILROAD DRIVE; DIRECTING THE CITY MANAGER TO SEEK PROFESSIONAL OPINIONS FOR SAID REVIEW TO INCLUDE THE AREAS OF TRAFFIC-SAFETY, EMERGENCY-ACCESS AND UTILITIES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

17. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO ESTABLISH AND IMPLEMENT PROCEDURES TO ENSURE THAT WORK PERFORMED WITHIN THE CITY OR ON CITY-OWNED PROPERTY, TO THE EXTENT SUBJECT TO THE CITY'S AUTHORITY, COMPLIES WITH THE CITY CHARTER, CODE OF ORDINANCES, LAND DEVELOPMENT REGULATIONS, PERMITS, CONTRACTS, AGREEMENTS, AND APPLICABLE LAW; REQUIRING THE PROMPT IDENTIFICATION, DOCUMENTATION, MITIGATION OF DAMAGE TO CITY-OWNED PROPERTY; REQUIRING PROMPT WRITTEN NOTICE TO PERSONS OR ENTITIES POTENTIALLY RESPONSIBLE FOR SUCH DAMAGE; AUTHORIZING COST RECOVERY AND REFERRAL TO THE CITY ATTORNEY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

18. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO PROVIDE SPANISH AND**

CREOLE INTERPRETATION SERVICES AT ALL CITY MEETINGS AND HEARINGS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR DIRECTION TO THE CITY MANAGER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING DISTRICT; 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 APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING 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, TO CONSIDER A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP AND TO AMEND THE LAND USE DESIGNATION FOR THE PROPERTIES FROM COMMERCIAL LAND USE TO AN INDUSTRIAL LAND USE DESIGNATION, FOR A 1.6 ACRE OR 71,370 SQUARE FOOT, SITE CONSISTING OF THREE PARCELS, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, AND 08-2128-003-0380; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A REZONING REQUEST FOR APPROXIMATELY 1.6 ACRES OF LAND, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, 08-2128-003-0380; FROM THE CURRENT COMMERCIAL INTENSIVE (B-3) ZONING DISTRICT TO THE LIBERAL INDUSTRIAL STORAGE AND SALVAGE (I-4) ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO ACCESSORY DWELLING UNITS; AMENDING ARTICLE V OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS TO CREATE SECTION 22-146 TO PERMIT ACCESSORY DWELLING UNITS IN RESIDENTIAL AREAS; PROVIDING DEFINITIONS, PROVIDING FOR STANDARDS FOR ACCESSORY DWELLING UNITS, PROVIDING FOR A REVIEW PROCESS; AMENDING CHAPTER V, SECTION 22-122 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A $100 FEE FOR ACCESSORY DWELLING UNIT CERTIFICATE OF USE AND AMENDING CHAPTER 2, ARTICLE XI, SECTION 2-570.33 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD A CIVIL PENALTY FOR NON-COMPLIANCE IN THE AMOUNT OF $500; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley* ***(Item Pulled)***

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RENAMING THE OPA-LOCKA GOVERNMENT CENTER IN HONOR OF MAYOR MYRA L. TAYLOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago*

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 21 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "WATER, SEWER, AND STORMWATER UTILITIES"; ADDING CERTAIN NEW DEFINITIONS; AMENDING SECTION 21-202 TO ADD NEW SUBPARAGRAPH (C) TO REQUIRE CERTAIN CONSTRUCTION SITE OPERATORS TO USE AND MAINTAIN APPROPRIATE EROSION, SEDIMENTATION, AND WASTE CONTROLS; PROVIDING FOR PLAN REVIEW PRIOR TO CONSTRUCTION; PROVIDING FOR SIZE THRESHOLDS; PROVIDING FOR CONSTRUCTION-SITE INSPECTION OF PERMIT WORK; PROVIDING FOR NOTICE OF FAILURE TO COMPLY WITH**

APPROVED PLANS AND SPECIFICATIONS; PROVIDING FOR POST-CONSTRUCTION STORMWATER STANDARDS; PROVIDING FOR ENFORCEMENT REVIEW; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. (first reading / public hearing held on July 8, 2026). *Sponsored by City Manager*

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 and Accountability**
*** City Events Policy Revisions**

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 and Zoning Board
1 Individual Appointment (Commissioner Santiago)
1 At-Large Appointment (Alternate Member)

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. **The City of Opa-locka Mayor & Commission present Ole School Reunion, Saturday, September 5, 2026 from 5:00 PM - 11:00 PM, Sherbondy Park, 215 Perviz Avenue, Opa-locka, Florida.** *Hosted by Commissioner Natasha L. Ervin*

2. **The City of Opa-locka Mayor & Commission present Labor Day Community Block Party, Monday, September 7, 2026 from 1:00 PM - 6:00 PM, along Ali Baba Avenue from NW 22nd Avenue to Lowe's Groceries (1731 Ali-baba Avenue), Opa-locka, Florida.** *Hosted by Commissioner Luis B. Santiago*

3. **The City of Opa-locka First Budget Hearing, Tuesday, September 8, 2026 at 6:00 PM, Opa-locka Government Center, 780 Fisherman Street, Commission Chambers, 3rd Floor, Opa-locka, Florida.**

4. **The City of Opa-locka Mayor & Commission present Community Baby Shower, Saturday, September 12, 2026 from 2:00 PM - 6:00 PM, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida**. *Hosted by Commissioner Dr. Sherelean Bass and Commissioner Natasha L. Ervin*

5. **The City of Opa-locka Mayor & Commission and the Office of the City Clerk, in partnership with the Miami-Dade CountySupervisor of Elections, present Voter Outreach and Registration Event, Monday, September 14, 2026 from 12:00 PM–2:00 PM and Monday, September 28, 2026 from 3:00 PM - 5:00 PM at the Opa-locka Government Center, 780 Fisherman Street, Opa-locka, Florida.**

6. **Join Vice Mayor Joseph L. Kelley for Meet Me Monday, September 14, 2026, at 6:00 PM, Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida.**

7. **UHI Community Care Clinic in partnership with the City of Opa-locka Mayor & Commission present Mobile Dental Services, Bringing Dental Care to You, Friday, September 18, 2026 by appointment only. For more information, please call 305.620.7797.** *Hosted by Mayor John H. Taylor, Jr.*

8. **The City of Opa-locka Mayor & Commission present a Free Food Distribution, Friday, September 18, 2026 from 9:30 AM - 12:30 PM, Segal Park, 2331 NW 143rd Street, Opa-locka, Florida. First come, first served — while supplies last.** *Hosted by Vice Mayor Joseph L. Kelley*

9. **The City of Opa-locka Mayor & Commission present Florida Licensing on Wheels, Friday, September 18, 2026 from 9:00 AM - 1:00 PM, at the Helen L. Miller Center, 2331 NW 143 Street, Opa-locka, Florida. Walk-ins only — First come, first served.** *Hosted by Vice Mayor Joseph L. Kelley*

10. **The City of Opa-locka Mayor & Commission present Community Bingo, Friday, September 18, 2026 at 6:00 PM, Sherbondy Park Auditorium, 215 Perviz Avenue, Opa-locka, Florida.** *Hosted by Commissioner Natasha L. Ervin*

11. **The City of Opa-locka Mayor & Commission present the 3rd Annual Taste of Opa-locka celebrating Hispanic Heritage Month, Saturday, September 19, 2026 from 1:30 PM - 5:30 PM, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.** *Hosted by Vice Mayor Joseph L. Kelley*

12. **The City of Opa-locka Second Budget Hearing, Wednesday, September 23, 2026 at 5:01 PM, Opa-locka Govenment Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.**

13. **The City of Opa-locka in partnership with the Property Appraiser of Miami-Dade County Tomas Regalado present a Community Outreach Workshop to discuss the proposed property tax amendment, Thursday, September 24, 2026 from 5:00 PM - 8:00 PM, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.** *Hosted by Commissioner Luis B. Santiago*

14. **The City of Opa-locka Mayor & Commission present Project Umbrella, Saturday, September 26, 2026 from 10:00 AM - 2:00 PM, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka,** *Florida. Hosted by Vice Mayor Joseph L. Kelley*

15. **The City of Opa-locka Mayor & Commission present Triangle Community Block Party, in partnership with Lowe's Groceries, Friday, October 2, 2026 (first Friday of every month) from 7:00 PM - 11:00 PM, Lowe's Groceries, 1731 Ali Baba Avenue, Opa-locka, Florida.** *Hosted by Commissioner Luis B. Santiago*

16. **The City of Opa-locka Mayor & Commission present Community Chess & Dominoes Monthly Challenge, Sunday, October 4, 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*

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

18. **The City of Opa-locka Mayor & Commission invites you to a Monthly Free Food and Resource Drive, Wednesday, October 7, 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*

19. **The City of Opa-locka Mayor & Commission present Prayer in the Garden, Wednesday, October 7, 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*

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 WORKSHOP
Tuesday, July 14, 2026
12:00 PM

1. CALL TO ORDER:

Commissioner Natasha L. Ervin called the workshop to order at 12:07 PM on Tuesday, July 14, 2026, 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 Dr. Sherelean Bass; Commissioner Natasha L. Ervin; Commissioner Luis B. Santiago; and Mayor John H. Taylor, Jr. (late). Also, in attendance were City Manager Sha'mecca Lawson; and City Clerk Joanna Flores. Vice Mayor Joseph L. Kelley was not in attendance.

3. INVOCATION:

The invocation was delivered by Commissioner Dr. Sherelean Bass.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Ervin and recited in unison.

5. PUBLIC COMMENTS:

Commissioner Ervin opened public comments. No one came forth to speak. Commissioner Ervin closed public comments.

6. PROPOSED FY 2027 BUDGET PRESENTATION:

1. Fund Overview

Floyd Harris, Budget Administrator, reported an estimated combined budget of approximately $71 million for fiscal year 2027, of which $32 million was in the general fund, and stated that the budget proposed no change to the millage rate for FY 2027, which would remain at 8.9797.

Commissioner Santiago expressed surprise at the positive outlook and voiced concern that anticipated state changes could reduce revenue coming to the City in future years.

Budget Administrator Floyd Harris and City Manager Lawson clarified the referenced property tax changes, if adopted, would not take effect until fiscal year 2028. The figures being

discussed were for the 2028 fiscal year, assessed for the 2027 calendar year, and the FY 2027 budget would be approved by October 1, 2026.

Budget Administrator Harris reviewed the year-over-year comparison of major general fund revenues between FY 2026 and proposed FY 2027. With the millage rate held the same, property taxes would generate approximately $1.3 million in additional revenue. Franchise fees were projected at $2.6 million and permits at $1.2 million, a slight increase of roughly $35,000 over adopted FY 2026. Fines and forfeitures would be reduced, primarily due to declining red light camera revenues.

Budget Administrator Harris explained red light camera program revenues had declined month over month during the current fiscal year and were not expected to recover in FY 2027.

Commissioner Santiago noted he had received the workshop agenda only about two hours before the meeting and asked why a referenced page was not included in his book.

Mayor Taylor arrived at approximately 12:14 PM.

City Manager Lawson clarified the presentation was an overview and that the detailed page was in the book on page 27. It was explained the presentation format was condensed and differed from the printed book, but the amounts were the same.

Budget Administrator Harris stated there were transfers of $3.6 million proposed for FY 2027, compared to $6.7 million in FY 2026, due to a surplus in the debt service fund now that the general fund carried no debt. That surplus would return to the general fund, bringing total proposed FY 2027 general fund revenues to approximately $30 million.

Mayor Taylor asked Budget Administrator Harris to repeat the explanation regarding the debt.

Budget Administrator Harris explained the debt service fund had no more pledged debt, so revenues collected there would return to the general fund.

Mayor Taylor noted he had wanted the Budget Administrator to state on the record that the general fund had previously carried debt and was now debt free.

Commissioner Santiago observed that FY 2027 would have roughly $2 million less in revenue.

Budget Administrator Harris confirmed this, attributing part of it to declining red light camera revenues, noting that $1.2 million had been budgeted in FY 2026 but only about $400,000 had been collected to date.

In response to Commissioner Santiago's question, Budget Administrator Harris discussed the school feeding program, which had not been included in the FY 2026 budget and went operational in November. Approximately $220,000 had been collected since November, but roughly $110,000 remained outstanding to the vendor, and the State's and school board's portions still had to be remitted, leaving a net effect of approximately $15,000.

Mayor Taylor stated he had long wanted to decrease the millage rate.

City Manager Lawson responded if that was the will of the City Commission, then the City Commission would need to go through the budget book and identify items to cut, because reductions would be required to lower the millage.

Commissioner Santiago cautioned against reducing the millage rate given the approximately $2 million reduction in revenue, stating it would create a shortfall. He asked whether legislation to lower the millage had already been passed.

City Manager Lawson clarified no such legislation had passed and that it would come before the City Commission.

Mayor Taylor reiterated his interest in providing relief to residents but agreed the matter would be decided as the City Commission reviewed the budget.

2. Division Reviews

Budget Administrator Harris and the City Commission then reviewed each division.

City Commission

Budget Administrator Harris reported the City Commission budget increased year over year from approximately $176,000 to $346,000, driven by the proposed charter amendment providing an additional $1,500 per month plus insurance costs. If the amendment passed, the amount would be included in the budget. If it did not, the funds could be moved to contingency or elsewhere by budget amendment at the City Commission's direction.

Commissioner Ervin asked whether general expenses had increased.

Budget Administrator Harris stated most items remained the same, with the only increases being the proposed commission salaries and a minor increase in postage.

Commissioner Santiago asked whether the previously discussed $7,200 stationery item was included in the FY 2027 budget.

Budget Administrator Harris and City Manager Lawson clarified the $7,200 was part of a current-year budget amendment and was separate, and that office supplies for FY 2027 were being left at $1,500.

Commissioner Ervin asked where the $300 monthly discretionary amount fell in the budget.

Mayor Taylor explained it fell under the monthly allowance as a reimbursement.

City Manager

Budget Administrator Harris reported the City Manager's budget declined overall, primarily due to eliminating an assistant city manager position included in the FY 2026 budget, which created savings. Operationally there was a minor increase due to postage and freight.

General Fund Non-Departmental

Budget Administrator Harris explained this division covered citywide costs such as electricity, water, and property taxes. Other contracted services increased because FY 2027 was the year the City would begin repaying the State of Florida for red light program funds not previously remitted, at $250,000 per year for ten years, paid monthly. Contingency was set at $1 million for natural disasters or emergencies, available to be moved to cover expenses as needed by the City Commission.

Commissioner Bass asked whether $1 million in contingency would be sufficient.

Budget Administrator Harris described it as a placeholder and noted common practice was to maintain at least 60 days of net operating expenses, which would be closer to $2 million or more in the general fund.

Commissioner Santiago raised the cost of energy and gasoline for the City's vehicle fleet and asked for the amount budgeted for electricity.

Budget Administrator Harris stated approximately $211,000 to $212,000 was budgeted citywide for electricity, a slight increase over $206,000 in FY 2026.

Commissioner Santiago suggested exploring solar energy to reduce costs in the future.

City Clerk

Budget Administrator Harris reported salaries increased due to contractual staff increases, while operational expenses decreased considerably because a consultant was no longer needed for FY 2027. The overall budget decreased from approximately $696,000 to $690,000, a savings of roughly $5,000. Staffing, including three aides to the City Commission, remained the same.

Commissioner Ervin asked why office supplies increased from $4,700 to $9,500. It was explained that the line covered agenda materials, the cost of paper had increased, and that a second Commission Aide had been added.

City Clerk Flores added that office supplies included more than paper and explained that copies and flyers made on behalf of elected officials for special events were paid from the City Clerk's budget rather than the City Commission budget. She asked that the line item be supported and stated the increase was needed.

Commissioner Santiago sought assurance that the increased office supplies would be used for City and public purposes, such as annual events and workshops, and not for personal items.

City Clerk Flores affirmed everything done in the City Clerk's office was city related and served a public purpose.

Commissioner Santiago stated he would support the $9,500 on that basis.

City Attorney

Budget Administrator Harris reported the only increase in the City Attorney's budget was a cost limit increase for professional services and litigation costs. The retainer was unchanged.

Human Resources

Budget Administrator Harris reported an increase in personnel and cost. A consultant had previously served as human resources director, and the City had brought that position in-house, with the director also assuming the risk manager role.

City Manager Lawson noted the risk manager position was moving from finance back to HR.

Discussion followed regarding the prior cost of approximately $165,000 for the outside HR director, which did not include benefits, compared to an in-house salary plus benefits.

Budget Administrator Harris stated the two positions accounted for a $234,000 increase/

City Manager Lawson clarified one of the positions was transferring from finance where it had already been budgeted.

Mayor Taylor asked about the "Helping Hands" line.

City Manager Lawson explained it was an employee recognition item established by City Commission legislation, relating to employees who pass away.

Commissioner Bass asked why "other professional services" showed no dollar amount.

Budget Administrator Harris explained that line previously funded the contracted HR director and had been unfunded because the director was now in-house.

Finance

Budget Administrator Harris reported salaries reduced due to the risk manager transfer to HR, with nominal increases from contractual obligations for AFSCME employees and a built-in 2% increase. Operationally, $50,000 was included for credit card fees because, although the City was moving to a new ERP software that would eventually eliminate those fees, the change would not be immediate on October 1. Savings, if any, could be redirected at the City Commission's direction.

Commissioner Ervin confirmed with staff that credit card fees would be passed to the users of the credit cards rather than absorbed by the City.

DRAFT

Mayor Taylor asked about the efficiency audit and whether the city was prepared to take on additional cost if it was not completed by October 1.

Finance staff indicated the audit was anticipated to be completed prior to October 1.

Budget Administrator Harris confirmed the finance department bottom line decreased due to the transfer.

Community Development

Budget Administrator Harris reported a slight increase in salaries and a slight operational reduction, with general expense reduced to $2,000 and no business grants, which had been moved to social services. Staffing remained the same.

Commissioner Santiago asked about staffing under Director Gay, and it was confirmed the department had five employees: the director, secretary, economic development, city planner, and zoning official. He asked whether staffing was sufficient for the department to operate efficiently and generate revenue such as impact fees.

City Manager Lawson explained a long-standing vacancy had since been filled and the department was fully staffed, and that service levels could be revisited if needed.

Housing and Social Services

Budget Administrator Harris reported staffing remained the same at two positions, one partly vacant, leaving one active employee. Salaries increased slightly. The residential assistance grant and the HOPE assistance grant were funded, and those were the two grants being rolled out.

Mayor Taylor asked about the business façade grant that had been removed from Director Gay's budget, noting there did not appear to be funding for the business community.

City Manager Lawson stated if it was the will of the City Commission to support the business community, staff could look at other professional and contracted line items within the division, which had been set with flexibility because it was a new division.

Mayor Taylor suggested not to increase the budget at this time and to revisit it later.

City Manager Lawson noted Mr. Cave had been assisting residents and business owners through other entities, including the chamber, small business organizations, banks, and credit unions, and that staff could pursue grant funding for business purposes.

Building and Licenses

Budget Administrator Harris noted the only unfunded request was for two vehicles, which could not both be funded.

DRAFT

City Manager Lawson stated staff would look at funding one vehicle rather than two, noting the housing inspector and the building official were two full-time positions for which vehicles had been requested.

Commissioner Santiago asked why the department needed two vehicles and whether existing vehicles could be repurposed.

City Manager Lawson explained there were no vehicles available to repurpose and that Public Works Director Austin had advised that older out-of-service vehicles were not worth repairing given ongoing repair costs. A surplus auction of vehicles and other items was planned and would be brought to the City Commission.

Commissioner Santiago raised a new state law, effective July 1, affecting residential permits for work valued around $7,500, and cautioned about the potential revenue impact.

City Manager Lawson confirmed the law had taken effect and that staff was aware of it.

Police Department

Budget Administrator Harris reported the police department was the largest expense in the general fund. The City had assumed a 17% increase in police officer salaries. An additional $150,000 was included to upgrade radios and body cameras, with at least $150,000 per year anticipated over the next five years. The red-light camera expense was reduced to match the reduced revenue, and vehicle expense increased because the department received 11 new vehicles this past January.

Mayor Taylor suggested that police body cameras and radios be included as an appropriation request to Tallahassee, noting the State had an appetite for funding police departments.

City Manager Lawson agreed to pursue the appropriation while keeping the item in the budget.

Commissioner Ervin also raised officer concerns about tasers, which staff confirmed were included and funded from another fund, and asked about the speed radar, which staff confirmed was included as well.

In response to Mayor Taylor's question, City Manager Lawson confirmed the police academy education grant and scholarships had been removed.

Mayor Taylor asked whether the police department was fully staffed.

Police Chief Dr. Robin Starks reported three vacancies on the command staff and one full-time vacancy, with approximately 15 reserves available, and noted vacancies did not have to be filled solely through the academy.

Commissioner Santiago spoke at length in support of the police department, noting officers worked around the clock to keep the City safe, and expressed a desire to reduce expenses in

the department, particularly vehicle and gasoline costs associated with take-home units and idling.

Police Chief Starks and City Manager Lawson stated a policy on vehicle idling had been prepared over a year earlier and was going to the City Manager and City Attorney for review, after which a directive would be sent to all staff and a signed policy implemented.

City Manager Lawson indicated a directive would be sent out that day.

Commissioner Santiago questioned why the policy needed to come through the City Commission.

Staff clarified it was an internal administrative and legal matter that required City Attorney review so the policy could be defended if challenged, and did not require Commission action unless brought as a resolution.

Commissioner Ervin stated she had discussed idling with officers, who advised that turning off a vehicle while emergency lights were on could drain the battery, and suggested the policy account for vehicles on calls that needed lights on.

Commissioner Santiago clarified his concern was not emergency situations but non-emergency idling, such as vehicles left running during meal breaks.

Commissioner Ervin agreed emergencies were different and noted she had shared the same concern with the City Manager.

Police Chief Starks added that in 37 years she had not heard of batteries draining from idling and would defer to Public Works Director Austin.

Mayor Taylor asked about several revenue and program opportunities that were not reflected in the budget: a commercial vehicle enforcement effort, the PAL program as a nonprofit arm of the police department, and forfeitures and seizures.

Police Chief Starks responded the PAL program by-laws were complete pending City Attorney review. She explained commercial vehicle enforcement fell under the existing traffic enforcement unit, overseen by Sergeant Gonzalez, and would be conducted about once a month, with a designated weigh location still to be determined.

Mayor Taylor asked that the PAL program be brought forward, noting it had been discussed for over a year.

Commissioner Santiago suggested a designated commercial enforcement location on 135th Street and raised anticipated revenue from parking and street-sweeping enforcement, asking that signage indicate sweeper times.

Commissioner Bass asked whether the City had the equipment necessary to weigh heavy trucks.

Police Chief Starks stated the City did not and that she preferred not to estimate the cost, but would research the matter with FHP and collaborate with City departments to determine whether the revenue would cover the equipment.

Commissioner Bass suggested the City consider financing the equipment, including through a loan or credit, if it could pay for itself and generate a profit.

Police Chief Starks agreed to gather more information to present to the City Manager.

Mayor Taylor returned to forfeitures and seizures, expressing frustration that the County assisted and then retained collected proceeds.

Police Chief Starks explained, based on her experience with the City of Miami, that forfeitures and seizures were handled through the legal department rather than the police department.

Commissioner Ervin asked about the Explorer program, which had a $20,000 budget the prior year, and whether it had been fully used.

Police Chief Starks estimated the program came within about $10,000 of the budget, having purchased equipment and supplies for the explorers.

Commissioner Santiago stated he would meet with the City Manager and Chief of Police in the future to discuss projects, including equipment for weighing trucks and ways to create revenue for the City.

Code Compliance

Budget Administrator Harris reported staffing remained the same and that $30,000 was included to update radios so code enforcement could communicate with the police department. It was clarified the radios were new because the division did not currently have any.

City Manager Lawson asked about $34,000 in other contracted services.

Budget Administrator Harris explained it was for a study within the code enforcement division to improve processes and efficiency.

Budget Administrator Harris confirmed the division was fully staffed, inclusive of a borrowed CRA officer.

Parks and Recreation

Budget Administrator Harris reported the main change was contractual salary increases for AFSCME employees, with additional funds added to the pool maintenance account. Staffing had one or two part-time vacancies for lifeguards. Special events were left the same to allow the City Commission to provide direction.

Regarding the swimming pool, City Manager Lawson reported the pool company would return on Thursday to complete requested work, and that Mr. Owen Carney had asked the Department of Health to conduct its inspection early the following week. The Department offered the week of the 27th, and staff was still requesting an earlier date so the pool could be completed.

Commissioner Santiago expressed concern about having to press for the inspection.

City Manager Lawson clarified the delay was with the Department of Health inspector, not the pool company.

Mayor Taylor turned to the special events line, noting the events had been left the same and referencing the earlier discussion about moving money for the business community.

City Manager Lawson explained staff had kept the events the same and asked the City Commission to review them.

Discussion followed regarding the Arabian Nights festival, budgeted at approximately $280,000. It was noted the event would have gone over budget without donations, and the City Commission discussed removing the $30,000 associated with the city's birthday portion to bring the amount to $250,000.

The City Commission reviewed other events, noting bingo at approximately $22,000 and agreeing the 4th of July should not be cut given the cost of fireworks, having been supplemented by funds moved from Juneteenth.

Mayor Taylor observed there were few places to cut other than Arabian Nights and the city's birthday, referencing the toy drive, tree lighting, Easter, Juneteenth, Labor Day, MLK, and pool party.

Commissioner Ervin stated she wanted to move her Memorial Day Pool Party amount of approximately $850 to bingo.

The City Commission discussed eliminating the gun buyback program, which had not been held in about three years, and the Mayor's Business Luncheon, and noted the 5K Run, Bike, Walk could be left unless Urban took it on.

City Manager Lawson cautioned the event figures did not account for staff overtime, which was a large expense given staffing at all events.

Commissioner Santiago questioned budgeting approximately $280,000 again for Arabian Nights, arguing the elevated cost had been driven by the centennial and that the festival should continue at a substantially lower cost using private and corporate partners. He recommended a significant reduction, suggesting $50,000, and argued Arabian Nights was not a nationally recognized holiday.

Commissioner Ervin defended Arabian Nights as part of the City's culture and history. She preferred to keep the funding and return any unused amount by budget amendment rather than drop a community staple.

Mayor Taylor recommended funding remain for the Arabian Nights events.

Commissioner Santiago responded recognized culture referred to federally designated observances such as Black History Month, and that the City needed to reduce the cost given other needs.

Commissioner Santiago referenced anticipated changes in the makeup of the City Commission and responsibility of future officeholders.

Mayor Taylor responded he remained the Mayor and the City Commission had a fiduciary responsibility to pass a balanced budget, and that Commissioner Santiago's recommendation to decrease the amount had been heard.

City Clerk Flores asked whether funds could be allocated for a swearing-in ceremony held every two years following an election.

City Manager Lawson noted such costs had historically been taken from non-departmental general expenses, where approximately $37,000 was available, and referenced approximately $2,500 associated with the Mayor's Business Luncheon ($1,000) and the buyback program ($1,500).

As a recommendation on the events, Mayor Taylor supported removing the $30,000 birthday portion and returning Arabian Nights to $250,000, separating the city's birthday from Arabian Nights, and holding a smaller one-day birthday event the following year since it would not be a centennial.

Commissioner Ervin then raised an electrical issue at Sherbondy, stating she had been told FP&L sent too much voltage, which burned the pool pump, and asked that a professional electrical company evaluate the building.

City Manager Lawson explained the City had an electrician but that the issue was on the FP&L side, which FP&L had returned to correct, and agreed the building could be evaluated.

Commissioner Bass asked why the City paid for uniforms for so many activities and whether parents shared the cost.

Mr. Griffin explained parents paid for game jerseys and packages, while the City purchased and maintained practice uniforms that were loaned to players, laundered, and reused, in order to keep teams looking uniform and competitive with other parks.

DRAFT

City Manager Lawson confirmed the FY 2027 Parks and Recreation total was $1,605,649, including special events of $387,350, covering all parks.

Commissioner Ervin asked about a small two-seater pickup or attachment to safely move tables and chairs between buildings, currently done with John Deere golf carts, as something to look into.

Beautification & Ground Maintenance

Budget Administrator Harris reported increased contracted services to cover higher landscaping costs, along with maintenance supplies.

Commissioner Santiago asked whether the budget included removal of illegally dumped furniture and debris from alleys.

City Manager Lawson explained the current contract covered cutting the alleys but not debris removal, and that she had directed Mr. Carney to add that service, which the City was now paying for.

Commissioner Santiago urged that code enforcement pursue illegal dumpers, describing a recent instance, and asked how the City would verify removal.

City Manager Lawson noted the contractor provided photographs with invoices.

Commissioner Santiago asked about median maintenance and its extent.

Mr. Carney identified the areas as 27th Avenue from 151st Street to Northwest 127th Street, and 22nd Avenue from Opa-locka Boulevard to 151st Street, on a two-week cutting cycle.

Commissioner Santiago asked that maintenance of these corridors be improved.

Commissioner Ervin noted grass and weeds grow faster in summer and asked that this be considered when addressing complaints about overgrowth.

Mr. Carney stated cutting was increased to twice during the summer and rainy season.

Public Works Admin

Budget Administrator Harris reported the major change was moving $115,000 for a consultant to the stormwater fund, as that engineering work was geared toward stormwater rather than the general fund.

Public Works Director Austin explained the difference between the sewer pump stations, which convey wastewater to the County for treatment, and stormwater, which handles street drainage. The City currently had no stormwater pump station and relied on percolation and the canal system.

Commissioner Santiago raised a project near June Avenue and asked about two rented pumps he understood cost approximately $35,000 per month.

CIP Division Manager Adelina Gross explained the pumps were bypass pumps at pump station 16, part of the project and included in the project budget, and that the project was underway with an estimated completion by the end of the year.

Commissioner Santiago asked to discuss the matter separately with the City Manager.

Public Works Roads & Sidewalks

Budget Administrator Harris reported increases in salaries and benefits and in electricity for streetlights citywide.

In response to Commissioner Santiago's question, Budget Administrator Harris noted the City collected approximately $1.5 million in franchise fees from FP&L, which went to the general fund and helped offset expenses.

Mayor Taylor passed the gavel to Commissioner Ervin and departed the dais.

Commissioner Santiago asked about sidewalk repairs.

Public Works Director Austin explained Public Works handled repairs to elevated or damaged sidewalks, while CIP handled adding sidewalks and widening substandard ones. He reported staffing had improved in recent months as vacant positions were filled, with a few positions still open.

Public Works Fleet Maintenance

Budget Administrator Harris reported increases in gas, oil, and grease to account for higher costs, with reductions in contractor services.

Discussion followed regarding accident repairs and insurance.

City Manager Lawson stated the insurance deductible was currently $1,500 per incident, that total loss was covered, and that in some cases the deductible could exceed the cost of a repair.

Commissioner Santiago asked for the combined citywide amount spent on vehicle repairs, maintenance, fuel, and tires.

Public Works Director Austin reported as of July 7, approximately $303,728.68 had been spent, including $10,827 on tires.

Commissioner Santiago questioned why transmission, alignment, HVAC, and collision repairs were sent to outside vendors when the City employed three certified mechanics.

Public Works Director Austin explained that the mechanics were certified but the city lacked the specialized equipment to perform those repairs in-house, while oil changes, tire changes, and general maintenance were done in-house.

Commissioner Santiago disputed the cost of such equipment and asked to meet individually with the City Manager and Public Works to review the operation.

Commissioner Bass asked how many vehicles the three mechanics serviced.

Public Works Director Austin stated he did not have the number available but would provide it.

Commissioner Santiago also asked that staff inventory unneeded vehicles for the planned surplus auction.

Commissioner Bass departed the workshop.

Solid Waste
Budget Administrator Harris reported there was no activity in that division.

Debt Service Fund
Budget Administrator Harris reported the fund covered general fund debt obligations, of which there were currently none, and that it would reflect the $3.6 million transfer of previously pledged revenues back to the general fund. He noted page 126 showed all debt paid off.

Safe Neighborhoods (CIP Fund)
Budget Administrator Harris explained this was the general fund's capital improvement arm. For FY 2027, a $650,000 transfer from the general fund would fund seven projects, detailed on pages 130 and 131. It was noted OPA / grant funds would be fully expended this budget year, with only rollover funds carrying into the next fiscal year to complete projects by December, so those projects would not appear in the following year's budget.

Commissioner Ervin asked about the status of sidewalk installation.

CIP Division Manager Gross estimated new sidewalk installation was approximately 45 percent complete, with additional future funding applied for through the DOT plan for installations, gap connections, and replacements.

Commission Santiago asked about the Tidal Lane and 127th Street project.

CIP Division Manager Gross stated it was expected to finish before December, that change orders had been passed, and that FPL-related issues would be presented to the Commission, with the project currently within budget.

Peoples' Transportation Plan

Budget Administrator Harris explained the fund covered the Freebee service and the Limousines of South Florida bus.

City Manager Lawson planned to discontinue the Limousines of South Florida bus, due to low ridership, and bring on an additional vehicle with Freebee, which would produce savings.

Town Center

Budget Administrator Harris explained the fund supported City Hall, with a $150,000 transfer in from the general fund to cover operational costs and included rental revenue from the school. It was noted the County occupied office space under a long-standing agreement without paying rent.

Commissioner Santiago suggested revisiting that arrangement as a potential revenue source.

Commissioner Santiago then raised complaints about the building's elevator service, noting the elevators were approximately 18 years old and broke down frequently.

City Manager Lawson stated there was no current plan to replace the elevators, but repair estimates were being obtained, and cost estimates for replacement had been discussed.

Commissioner Santiago expressed a preference for a replacement plan rather than continued repairs, and also raised the possibility of adding a dedicated cargo or service elevator.

City Manager Lawson agreed to obtain quotes, likely through a piggyback contract or RFP given the cost, and bring the matter to the City Commission.

Water and Sewer Finance & Customer Service

Budget Administrator Harris explained this fund covered water and sewer revenues and the associated costs of maintaining the service, including wastewater, drinking water, and meter repairs, with administration conducted by the County.

Water Distribution

Budget Administrator Harris reported increases in the cost of water purchased from the County and in other contracted services.

Wastewater Collection & Distribution

Budget Administrator Harris reported increases in sewer disposal costs paid to the County for treatment, along with increases in contracted services, electricity, and gas.

Water and Sewer Finance & Customer Service

Budget Administrator Harris reported the division covered the finance aspect of the water and sewer fund, including debt, and that it decreased, partly due to a lower insurance risk transfer and a reduction in the transfer to capital projects from $2.1 million to $1.45 million.

Service Line & Meter Maintenance

Budget Administrator Harris reported an increase in repairs and maintenance to water meters.

Public Works Director Austin explained Miami-Dade County was responsible for installing and replacing meters, while the Public Works line repair division maintained the meter boxes, and that the City paid for its own repairs.

Commissioner Ervin passed the gavel back to Mayor Taylor, who returned to the dais.

CIP Management

Budget Administrator Harris reported this division covered the CIP Manager's division and operating expenses, with changes due to salary and benefits and an operational decrease.

Budget Administrator Harris reported three items funded for FY 2027: pump station 4 relocation, pump station 12 rehabilitation, and Alexandria Drive water main improvements.

CIP Division Manager Gross reported Pump station 4 was being relocated to a nearby easement because its current mid-street location was a hazard. Pump station 4 relocation was partially funded through a county grant, and pump station 12 was in design.

Commissioner Santiago asked Public Works Director Austin how many pumps the City owned. Staff reported approximately four sanitary sewer pumps and one stormwater pump.

CIP Division Manager Gross was clarified the bypass pumps at pump station 16 were part of a construction contract and included in the $949,000 for the pump replacement, funded through ARPA, and that the contractor was responsible for keeping the system running during the project.

Stormwater Operating Fund Expense

Budget Administrator Harris reported a $115,000 increase in professional services in the stormwater expense, reflecting the engineering services transferred from Public Works Administration. In the stormwater CIP fund, eight projects were funded, including the resiliency study, 147th Street improvement, Garden drainage, Alexandria Drive, the 131st Street project, Commerce North for 131st, and a $150,000 Cairo Lane rollover.

Discussion followed regarding 147th Street, where drainage added two years earlier was insufficient and additional structures were planned.

Mayor Taylor asked whether the MOU allowing the City to perform work while the County dug on 22nd Avenue had been renewed.

Staff stated there was no current standard MOU, and it was suggested one be pursued before the County's work reached the 22nd Avenue corridor.

ARPA Fund

Budget Administrator Harris reported ARPA funds would be fully expended by December 2026, with the fund reflecting interest income being expensed. Once the new year rolled over, remaining fund balance would be rolled over to cover ongoing projects.

Risk Management
Budget Administrator Harris reported the overall expense slightly reduced due to savings in the insurance premium.

Mayor Taylor asked about the August insurance meeting.

City Manager Lawson stated the agent of record was seeking quotes and numbers were not yet available.

Commissioner Santiago departed the meeting.

Information Technology
Budget Administrator Harris reported it was proposed to split one vacant position into two part-time positions, with increases in contractor services, telephone, internet, and software licensing. Part of the internet cost related to moving housing services to the new building and to a police department internet backup. The City was running its new ERP software concurrently with the current software, requiring budgeting for both.

Commissioner Ervin requested that ceiling sound be considered for Sherbondy, if not in this budget, then further down the road.

Police Operating Expense
Budget Administrator Harris reported the fund covered the ShotSpotter equipment, some bulletproof vests, and leased and undercover vehicles. Staff confirmed ShotSpotter was now being paid by the City.

Mayor Taylor suggested including it in federal appropriations.

LETF
Budget Administrator Harris reported the fund covered education and supplies for the police department, including ammunition and training materials. In response to a question about why it was separate from the police budget, staff explained the two funds represented different sources of revenue that could offset general fund expenses.

Budget Administrator Harris noted the total cost of the police negotiations was $1.2 million, compared to the additional $1.3 million collected by keeping the millage rate the same, for a net effect of approximately $100,000.

Mayor Taylor's position on the millage rate was again acknowledged, with a commitment to work on it in a future year given uncertainty about property tax changes.

Commissioner Ervin asked where the summer camp program funding appeared.

City Manager Lawson confirmed it was under HR, that the City budgeted $50,000 matched by an additional $50,000, and that the program served 37 children.

Commissioner Ervin asked to explore bringing the program in-house at a later date.

7. DISCUSSION ITEMS:

1. Millage Rate

The proposed budget maintained the millage rate at 8.9797.

Mayor Taylor reiterated his interest in reducing the millage rate.
City Manager Lawson stated the rate could be reduced but that equal cuts would be required, and that her first recommendation would be not to fill existing department vacancies, which would mean losing those positions to fill the resulting gap.

2. Special Events

Taylor asked City Manager Lawson for her recommendation. City Manager Lawson recommended the City celebrate the nationally recognized holidays and make cuts elsewhere, noting it could be done for the coming year and revisited the following year.

Mayor Taylor identified the national holidays on the list as Christmas, the Fourth of July, Easter, Juneteenth, and Labor Day. Black History Month was added to that list.

Mayor Taylor noted Commissioner Ervin had already indicated the pool party could go.

Commissioner Ervin clarified the pool party had not gone away and she had moved the amount to bingo.

Mayor Taylor noted the Christmas tree lighting had not used its full budget because it had been combined with the turkey giveaway late in the year.

City Manager Lawson cautioned it was probably unfair to decide because the entire City Commission was not present and several events were driven by individual elected officials, and noted the budget was coming up at the City Commission meeting.

Mayor Taylor asked City Manager Lawson to hold individual meetings or phone calls with each member in the interim and to provide staff recommendations. City Manager Lawson agreed.

City Manager Lawson asked Commissioner Ervin, who was present, to provide her reductions.

Commissioner Ervin stated she was working on it, was reluctant to lose the karaoke event, and had been looking for a provider who could do it for less than the current cost.

Discussion followed regarding the timeline. It was noted that the City Commission did not have a week to decide because the item had to be placed on the agenda.

Mayor Taylor identified his items as the 5K, the Mayor's Business Luncheon, the gun buyback, and the Christmas tree lighting, noting the tree lighting had been combined with another event.

City Manager Lawson noted the entire tree lighting budget was only $1,000 and the City had not spent near that amount, as cookies had been given away rather than food.

The remaining events were attributed as the baby shower to Commissioner Bass, chess and dominoes to Commissioner Santiago, and karaoke to Commissioner Ervin. Speaker not identified.

Discussion followed regarding the book bag giveaway.

City Manager Lawson suggested collaborating with other organizations so the cost was not borne entirely by the City and so the same children did not receive multiple book bags from separate giveaways.

Mayor Taylor stated he wanted to cut the book bag giveaway completely.

Commissioner Ervin proposed $1,000 for the book bag giveaway, noting the booster club was working on assisting the City and Corrections had reached out about participating, and she was waiting on a callback date.

Mayor Taylor proposed reducing karaoke from $10,000 to $5,000 and Arabian Nights to $200,000, which would produce approximately $80,000.

City Manager Lawson noted staff would need to confirm whether $200,000 for Arabian Nights would work within the budget.

Chief of Staff Ashley Walker was asked to send the sponsorship letters, and it was noted the City was on time but needed to send them as soon as possible.

Mayor Taylor recapped the reductions as approximately $80,000 from the karaoke and Arabian Nights changes and $1,000 for the book bag giveaway. The 5K would be deleted, the baby shower would not be touched, bingo and chess and dominoes would remain, the gun buyback program would be eliminated, karaoke would be reduced to $5,000, and the Mayor's Business Luncheon would be eliminated. The toy drive was retained, with the City spending approximately $13,000 to $14,000 each year on it.

Mayor Taylor reduced the Christmas tree lighting to $500 and directed staff to work on a sponsor as in the prior year.

Easter, the 4th of July, and Juneteenth were retained without change. Labor Day was identified as Commissioner Santiago's event for the coming year and was retained.

The pool party was scratched, with Commissioner Ervin having transferred the approximately $850 to bingo.

The MLK Walk was identified as Vice Mayor Kelley's event.

Discussion followed regarding the turkey giveaway, listed at $3,600. It was noted sponsors had provided turkeys and ham while the City provided canned goods and fixings, and the full amount had not been spent. It was further noted the City had purchased some turkeys the prior year because the level of sponsorship was unknown.

Mayor Taylor reduced the turkey giveaway to $1,500, stating it would push the elected officials to secure sponsorships.

Veterans Day was identified as a commissioner event. Black History Month was identified as a Parks event and was included in the Parks budget.

Discussion followed regarding the breast cancer event. It was noted the prior year's event had been conducted through Human Resources as a workshop in the auditorium and had been opened to the community. The item was removed from the City Commission events to be handled through Human Resources.

Earth Day was identified as Commissioner Bass's event.

Mayor Taylor commented on the City purchasing plants to give away and suggested asking conservation organizations to donate, noting staff had struggled to give the plants away, and proposed working with Commissioner Bass on it.

Haitian Heritage and the National Day of Prayer were identified as Vice Mayor Kelley's events, and Halloween as a Parks event.

Women's History Month was scratched, as several women's history events had been held during the year, including one held in partnership with a church.

It was reported the reductions totaled $94,000, approximately $6,000 short of $100,000.

Commissioner Ervin noted the City Commission members who were not present might make additional cuts.

Mayor Taylor concluded the special events discussion.

It was noted that the preliminary budget would come before the City Commission on Wednesday July 22, 2026 and required two public hearings for adoption.

Mayor Taylor asked City Manager Lawson to hold individual meetings with the remaining members once the reductions were finalized.

Mayor Taylor suggested City Manager Lawson might be able to cut another $25,000 from Arabian Nights, bringing it to approximately $175,000, and acknowledged it would be tight.

8. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Ervin, seconded by Mayor Taylor, to adjourn the meeting at 3:20 PM.

_____
John H. Taylor, Jr., Mayor

Attest:

_____
Joanna Flores, City Clerk

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

DRAFT

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

REGULAR COMMISSION MEETING
Wednesday, July 22, 2026
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 6:07 PM on Wednesday, July 22, 2026, 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 Dr. Sherelean Bass; Commissioner Natasha L. Ervin; Vice Mayor Joseph L. Kelley; Commissioner Luis B. Santiago; and Mayor John H. Taylor, Jr. Also, in attendance were City Manager Sha'mecca Lawson; City Attorney Burnadette Norris-Weeks; and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Assistant City Manager George Ellis.

4. PLEDGE OF ALLEGIANCE:

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

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Mayor Taylor announced every school in the City of Opa-locka, including Dr. Robert B. Ingram Elementary, Nathan B. Young Elementary, and Beacon Prep, earned an "A" rating this year. He commended the parents and the school system.

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

Commissioner Ervin requested to pull items 13-5 and 13-8.

Mayor Taylor requested to pull item 13-9.

City Manager Lawson deferred Agenda Item 16-B.1 to the September 9, 2026 Regular Commission Meeting.

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to approve the Consent Agenda (13-1, 13-2, 13-3, 13-4, 13-6, and 13-7).

DRAFT

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

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

7. APPROVAL OF AGENDA:

City Attorney Norris-Weeks read into the record the following add-on item:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CANCELLATION OF THE CITY'S REGULAR SCHEDULED CITY COMMISSION MEETINGS SET FOR AUGUST 12, 2026 AND AUGUST 26, 2026; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

Mayor Taylor introduced the add-on item and stated the reason for it.

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

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

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

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

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

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes — July 8, 2026

DRAFT

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to approve the July 8, 2026 Regular Commission Meeting Minutes.

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

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

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

There were none.

10. PUBLIC PRESENTATIONS:

Commissioner Bass presented a slideshow recapping the Pages in the Park Through Art initiative. She reported the program held six sessions across three City parks and drew approximately 200 to 250 participants, along with guest readers and artists. She also highlighted her Caught Reading by Commissioner Bass social media initiative.

Commissioner Bass, joined by the City Commission, presented Certificates of Appreciation to the guest readers and artists who partnered in the event, and recognized Glynton Samuels III, a ten-year-old reader and author.

11. CITIZENS' FORUM:

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

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

Audrey Dominguez, 1147 Jann Avenue, distributed the 2025 adopted millage rates, noted the City had the second-highest rate in Miami-Dade County, and thanked Mayor Taylor for working to lower it. Regarding the water main rupture change order, she questioned why the City would pay $186,500 for a rupture she attributed to an FP&L contractor and asked whether a memorandum of understanding existed for reimbursement, suggesting the funds could support a two percent employee raise. She also reported an outstanding July 9, 2026, public records request and documents pending from an April 21, 2026, meeting.

Fendel Henry, 1201 Jann Avenue, introduced himself as a licensed financial professional and founder of the Tower Rising Initiative nonprofit. He expressed interest in partnering with the City on financial literacy and submitted a proposal.

Javier Sosa, 12042 NW 38th Avenue, described an unresolved water lien issue dating to November, involving 2017 liens, and expressed frustration with the lack of resolution.

Mayor Taylor closed Citizens' Forum.

City Manager Lawson stated the July 9, 2026, records request sought text messages, which had to be retrieved, and would be released to Ms. Dominguez.

Mayor Taylor noted staff had obtained Mr. Henry's contact information to follow up on his proposal.

Regarding Mr. Sosa, City Manager Lawson reported she met with him on June 23, 2026, and emailed confirming the city would honor the letter stating he did not owe the liens, directing the Finance Director to draft the release, however, she had been out on bereavement.

Mayor Taylor directed Chief of Staff Ashley Walker to meet with Mr. Sosa to resolve the matter.

Commissioner Santiago spoke in support of the water main rupture change order, stating the responsible contractor should reimburse the City.

Vice Mayor Kelley stated he was working with the City Manager and City Attorney on legislation to recover repair and staff costs from parties responsible for damaging City infrastructure.

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

1. [13-5] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO PROVIDE SPANISH INTERPRETATION SERVICES AT ALL CITY MEETINGS AND SPECIAL MAGISTRATE HEARINGS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR DIRECTION TO THE CITY MANAGER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago*

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

It was moved by Commissioner Santiago to discuss Agenda Item 12-1. The motion died due to lack of second.

2. [13-8] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO PROVIDE SPANISH INTERPRETATION SERVICES AT ALL SPECIAL MAGISTRATE HEARINGS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR DIRECTION TO THE CITY MANAGER; PROVIDING

FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley*

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

It was moved by Vice Mayor Kelley to discuss Agenda Item 12-2. The motion died due to lack of second.

3. **[13-9] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A BUDGET TRANSFER IN THE AMOUNT OF TWELVE THOUSAND DOLLARS ($12,000.00) FROM THE NON-DEPARTMENT: NON-CONTRACTED SERVICES BUDGET LINE ITEM TO THE SPECIAL EVENTS BUDGET LINE ITEM TO PROVIDE FUNDING FOR THE CITY'S LABOR DAY CELEBRATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago*

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

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

Commissioner Santiago explained the transfer would redirect unused funds budgeted for the Opa-locka community newspaper toward the City's Labor Day celebration before the funds lapsed at fiscal year-end.

Mayor Taylor stated he pulled the item because the special events funding was already budgeted, and unused funds should return to the general fund rather than be reallocated. He referenced prior discussions regarding spending on the newspaper and a proposed two percent employee raise.

Commissioner Santiago deferred the item.

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED MILLAGE RATE OF 8.9797 MILLS FOR COMPUTATION OF AD VALOREM TAXES FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY LAW FOR THE BUDGET FOR FISCAL YEAR 2026-2027; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND PROPOSED BUDGET FOR FISCAL YEAR 2026-2027; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED BUDGET FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY THE STATE AND LOCAL AGREEMENT OF COOPERATION BETWEEN THE FLORIDA GOVERNOR AND THE CITY OF OPA-LOCKA, FOR FISCAL YEAR 2026-2027; ESTABLISHING REQUIREMENTS FOR THE APPROVAL OF THE CITY BUDGET ON OR BEFORE AUGUST 1ST AND FORWARDING TO THE GOVERNOR THE PROPOSED ANNUAL BUDGET OF THE CITY AS PRELIMINARILY APPROVED BY THE CITY COMMISSION FOR FISCAL YEAR 2026-2027; AND DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION AND APPROVED PROPOSED BUDGET TO THE GOVERNOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING RATIFICATION FOR THE CITY MANAGER TO ACCEPT THE FISCAL YEAR 2025-2026 CYBERSECURITY GRANT PROGRAM AWARD AND FURTHER AUTHORIZING EXECUTION OF THE GRANT AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR RATIFICATION AND AUTHORIZATION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A CHANGE ORDER, IN THE AMOUNT OF ONE HUNDRED EIGHTY-SIX THOUSAND, FIVE HUNDRED DOLLARS ($186,500.00) FOR EMERGENCY REPAIRS ASSOCIATED WITH THE NW 127TH STREET WATER MAIN RUPTURE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO PROVIDE SPANISH INTERPRETATION SERVICES AT ALL CITY MEETINGS AND SPECIAL MAGISTRATE HEARINGS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR DIRECTION TO THE CITY MANAGER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago*

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT AN ANALYSIS AND PROVIDE RECOMMENDATIONS REGARDING ACCESS FROM WILMINGTON STREET TO THE INGRAM PARK LAKEFRONT PARKING LOT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR**

DIRECTION TO THE CITY MANAGER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO INITIATE A SPECIAL MAGISTRATE PROCESS ESTABLISHED BY SECTION 2-570.28 OF THE CITY'S CODE OF ORDINANCES TO SOLICIT AND EVALUATE AT LEAST ONE ADDITIONAL QUALIFIED APPLICANT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO PROVIDE SPANISH INTERPRETATION SERVICES AT ALL SPECIAL MAGISTRATE HEARINGS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR DIRECTION TO THE CITY MANAGER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A BUDGET TRANSFER IN THE AMOUNT OF TWELVE THOUSAND DOLLARS ($12,000.00) FROM THE NON-DEPARTMENT: NON-CONTRACTED SERVICES BUDGET LINE ITEM TO THE SPECIAL EVENTS BUDGET LINE ITEM TO PROVIDE FUNDING FOR THE CITY'S LABOR DAY CELEBRATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago*

14. NEW ITEMS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CANCELLATION OF THE CITY'S REGULARLY SCHEDULED CITY COMMISSION MEETINGS SET FOR AUGUST 12, 2026 AND AUGUST 26, 2026; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

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

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

Mayor Taylor explained August is the Commission's recess month, and the cancellation would allow staff time to prepare for the new fiscal year, with only the special daytime meeting on the benefits package remaining scheduled.

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

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

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RENAMING THE OPA-LOCKA GOVERNMENT CENTER IN HONOR OF MAYOR MYRA L. TAYLOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago*

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

Commissioner Santiago deferred the item to the September Regular Commission Meeting to allow additional research into the history of Opa-locka.

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 21 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "WATER, SEWER, AND STORMWATER UTILITIES"; ADDING CERTAIN NEW DEFINITIONS; AMENDING SECTION 21-202 TO ADD NEW SUBPARAGRAPH (C) TO REQUIRE CERTAIN CONSTRUCTION SITE OPERATORS TO USE AND MAINTAIN APPROPRIATE EROSION, SEDIMENTATION, AND WASTE

CONTROLS; PROVIDING FOR PLAN REVIEW PRIOR TO CONSTRUCTION; PROVIDING FOR SIZE THRESHOLDS; PROVIDING FOR CONSTRUCTION-SITE INSPECTION OF PERMIT WORK; PROVIDING FOR NOTICE OF FAILURE TO COMPLY WITH APPROVED PLANS AND SPECIFICATIONS; PROVIDING FOR POST-CONSTRUCTION STORMWATER STANDARDS; PROVIDING FOR ENFORCEMENT REVIEW; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. (first reading / public hearing held on July 8, 2026). *Sponsored by City Manager*

This item was deferred to the September 9, 2026 Regular Commission Meeting.

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (first reading / public hearing held on July 8, 2026).** *Sponsored by City Manager*

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

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

City Manager Lawson introduced the second reading of the Fiscal Year 2026 budget amendment and stated the Budget Administrator would review the changes made between first and second reading.

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

Budget Administrator Floyd Harris reported the changes included reducing the Commission office supplies line from $5,500 to $3,000 to capture outstanding invoices, adding $35,000 for roofing at the Ingram Park Senior Citizens Building and termite treatment at Sherbondy Park, and removing the $12,000 associated with deferred Agenda Item 13-9.

There being no additional discussion, the ordinance passed on second reading by a 4-1 vote.

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

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

City Manager Lawson noted she had returned from leave and submitted her report in writing. She reported Segal Park drainage improvements and equipment staging during the week, with residents notified, and announced the Parks and Recreation summer showcase on August 6, 2026 and the department's summer trip to SeaWorld on August 7, 2026.

In response to Commissioner Santiago, CIP Division Manager Adelina Gross reported on remediation at Pump Station 16, where a manhole on private property was being replaced with a new sewer lateral so as not to affect the property owner, who had been notified.

Commissioner Santiago asked the City Manager to ensure parties responsible for damaging City property reimburse the City for repairs.

City Manager Lawson reported the pool inspections were complete and the health department inspection was expected the following morning at 10:00 AM, with the pool company and building official on notice.

In response to Mayor Taylor, CIP Division Manager Gross confirmed the Transportation Planning Organization item was a $75,000 grant for bicycle lanes and walkability improvements.

Mayor Taylor also asked staff to have the canal cleaning contractor address excess trash along the seawalls.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor, Jr.

- **Financial Oversight**

Vice Mayor Joseph L. Kelley

- **Fiscal Responsibility & Accountability**

Commissioner Bass thanked Commissioner Santiago for the success of the Chess and Dominoes events and announced the Little Libraries installed in City parks, with a ribbon cutting Tuesday at Segal Park to represent all locations. She thanked parent Kathy Sandoval, City Attorney Norris-Weeks, the NAACP Miami-Dade Branch, and House of Hope, noting adopters would maintain the libraries at no cost to the City. In response to Mayor Taylor, she agreed to consider adding a library at City Hall.

Commissioner Santiago addressed the pending inaugural edition of the Opa-locka community newspaper. He announced his Triangle Community Block Party at 1731 Ali Baba Avenue on the first Friday of each month and his Labor Day celebration on September 7, 2026 at the same location, at no cost to the City.

Mayor Taylor and City Manager Lawson confirmed the efficiency audit consultant was reviewing the 99 findings, which the City had cured. He announced the Back-to-School Book Bag Giveaway and Health Fair on Saturday, August 8, 2026 from 11:00 AM to 3:00 PM at Sherbondy Village, co-hosted with Commissioner Ervin, offering book bags, school supplies, free health screenings, an advocacy workshop, and food.

Vice Mayor Kelley had no report.

Commissioner Ervin reported on pop-up pizza parties for summer camp participants at Sherbondy Park and Ingram Park. She reported that the R&B in the Park event drew more than 300 participants and announced the next event on September 5, 2026, as the Opa-locka Reunion edition at Sherbondy Park from 5:00 PM to 11:00 PM. She also noted a successful community bingo and stated she would be at SeaWorld on August 7, 2026.

The City Commission designated Commissioner Ervin as the voting delegate for the Florida League of Cities Annual Conference, held August 13 through 15, 2026, with the delegate vote on Saturday, August 15, 2026.

Mayor Taylor recognized Javaris Brownlee, an Opa-locka native and NFL player, who donated footballs, posters, and book bags to the City's youth football players and cheerleaders. He recognized the Opa-locka Explorers and Reserve Officers in attendance and asked the community to keep the Seabrooks family in their prayers.

20. OFFICIAL BOARD APPOINTMENTS:

There were none.

21. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Santiago, seconded by Commissioner Ervin, to adjourn the meeting at 7:08 PM.

DRAFT

_____
John H. Taylor, Jr., Mayor

ATTEST:

_____
Joanna Flores, City Clerk

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

DRAFT

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

CITY COMMISSION WORKSHOP
Wednesday, August 5, 2026
2:00 PM

1. WELCOME AND OPENING REMARKS:

Commissioner Natasha L. Ervin called the workshop to order at 2:00 PM on Wednesday, August 5, 2026, at the Opa-locka Government Center, 780 Fisherman Street, 4th Floor, City Clerk's Conference Room, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Dr. Sherelean Bass (arrived late); Commissioner Natasha L. Ervin; Commissioner Luis B. Santiago; and Mayor John H. Taylor, Jr. (virtual). Also, in attendance were City Manager Sha'mecca Lawson; and City Clerk Joanna Flores.

3. DISCUSSION ITEMS:

- Event Overview (Goals, attendance, and partners)
- Logistics (site setup, book bags/supplies, food/drinks, activities/entertainment, registration, book bag distribution, and parking)
- Health Fair (participating providers and screening / services schedule)
- Department / Volunteer Assignments
- Public Safety

Commissioner Ervin reviewed the book bag donations secured for the event. She reported the SCP 712 Foundation was donating 50 stuffed book bags and was also providing a DJ and food for 200 to 300 people; the Department of Children and Families was donating 150 stuffed book bags; and Miami-Dade Fire Rescue was donating 150 stuffed book bags, with a request pending for a fire truck to attend. It was noted a donor secured through Commissioner Santiago was donating 100 book bags, and that Polymix was donating 100 unstuffed book bags.

Commissioner Santiago suggested that, in the future, this type of planning meeting be held well in advance so the City would not have to rush to secure what was needed.

Mayor Taylor responded that the City Commission was not unprepared, explaining that he organized the event each year, that Commissioner Ervin was co-sponsoring it with him, and that the purpose of the workshop was to bring everyone together so all would be on the same page.

Commissioner Ervin explained that the 50 SCP 712 Foundation book bags were costly and recommended they be raffled to middle- and high-school students who provided proof of

residency, with the raffle conducted first. She explained the remaining book bags would then be distributed to residents who provided proof of residency.

City Manager Lawson noted the City's budget line item for the book bag giveaway was $2,000, that no funds had yet been spent pending the workshop, and that quotes had been obtained and would be acted on once the City Commission provided direction.

Discussion followed regarding the items the City would provide. It was noted the SCP 712 Foundation sponsor would provide the food, and the City would provide water, chips, plates, napkins, utensils, condiments, and a bounce house.

Mayor Taylor suggested the City not purchase school supplies, as sufficient supplies were being donated by sponsors.

Mayor Taylor suggested a passport-style card, where each child would receive a card on arrival, have it stamped at each vendor station, and redeem it at the book bag table. The health fair vendors would be inside the auditorium and book bag distribution outside.

Mayor Taylor suggested the City host its own registration table as the first stop, where each child would sign in, show identification, and receive a first stamp, plus a raffle ticket. Ms. Chris and Ms. Mary would staff it to verify residency and grade.

Commissioner Santiago recommended issuing a press release to highlight the community event.

Commissioner Santiago raised that the City was not publicizing the event as other cities did, including Miami Gardens, Miami Lakes, and the City of Miami, and suggested contacting the media and issuing a press release.

City Manager Lawson noted past press releases had been ignored, but a release could be sent, though media attendance was not guaranteed.

Mayor Taylor noted the City usually did not publicize because events were for residents, but agreed a press release was appropriate if the event were opened to everyone, which would require it to be open to the entire community and not only Opa-locka residents.

Commissioner Ervin asked whether barbers would attend this year. It was noted the event fell on a Saturday when many were booked and schools were starting the following week, with one having started that day.

Commissioner Ervin requested tables and chairs for families on both sides of the field. The building restrooms on both sides would be opened to the public, as the event was close to the building, and trash receptacles were requested.

Two bounce houses would be provided, at approximately$800, and a popcorn machine might be loaned, to be confirmed depending on the budget.

Commissioner Bass arrived at 2:22 PM.

Commissioner Bass was offered a recap of the discussion.

Discussion continued on the supplies the City would buy to stuff Commissioner Santiago's bags and whether they would be stuffed before or on the day. His bags would be delivered Friday and stuffed by volunteers.

Any sponsor providing supplies for Commissioner Santiago should order the items and ship them directly to the City in the City Manager's name by late Friday so the bags could be stuffed in time.

In response to a question on safety, staff confirmed it was covered and officers were assigned.

Ms. Reddick noted three vendors were mobile units and would be positioned outside on the field, entering through the gate near the former fire station and staying on that side to avoid obstructing the event. They were Sutherland Justice, Dade County Street Response, and Injury-Free Miami.

Discussion followed on whether providers would perform EKGs and sports physicals, now required for students. Ms. Reddick would reconfirm, Parks would be advised, and the screenings would be included in the City's public announcement.

4. NEXT STEPS:

Commissioner Ervin suggested that, for the following year, a food giveaway component be added, possibly through Farm Share.

Commissioner Bass suggested a social services table the following year, offering housing and rental assistance information for residents.

It was agreed the City would provide a registration and sign-in table at this year's event to collect residents' contact information for the City's database.

Commissioner Bass requested the database also indicate whether a resident was a veteran.

5. ADJOURNMENT:

There being no further business to come before the City Commission, the workshop was adjourned at 2:33 PM.

_____

John H. Taylor, Jr., Mayor

Attest:

DRAFT

_____
Joanna Flores, City Clerk

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

DRAFT

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

SPECIAL COMMISSION MEETING
Tuesday, August 25, 2026
3:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 3:02 PM on Tuesday, August 25, 2026, 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 Dr. Sherelean Bass (late); Commissioner Natasha L. Ervin; Vice Mayor Joseph L. Kelley; 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.

3. INVOCATION:

The invocation was delivered by Commissioner Santiago.

4. PLEDGE OF ALLEGIANCE:

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

5. PUBLIC INPUT:

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

6. RESOLUTIONS:

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

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

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

City Manager Lawson presented the item as a renewal of the City's health, dental, and vision insurance, with AvMed for medical and MetLife for dental and vision. She reported the rates came back high and recommended the alternate option one at a 13.54 percent increase, for a total of approximately $1.7 million.

In response to Vice Mayor Kelley question about impact on employees, the agent of record explained the renewal initially came in at 34 percent and was negotiated down to roughly 14 percent by moving to an alternate plan. He noted he could not detail the reasons because of HIPAA, but three major open claims cases were driving the increase, and every Florida carrier except Blue Cross declined to quote. He explained the City's union contracts require it to pay 100 percent of employee-only and 50 percent of dependent coverage, so the City rather than employees would absorb the increase. Copays and dental and vision coverage would remain the same, while the deductible on the first plan would rise from $3,000 to $5,000, partially offset by the City's voluntary gap plan. He confirmed the change amounted to a 14.5 percent increase in health costs for budget purposes.

Discussion ensued about deductibles and gap plan.

Commissioner Bass arrived at approximately 3:24 PM.

Vice Mayor Kelley commended the reduction from 34 percent to 14 percent, and Mayor Taylor noted the action established a baseline for the following year.

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

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

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH 5000 ROLE MODELS OF EXCELLENCE PROJECT, INC., ATTACHED HERETO AS EXHIBIT "A", FOR THE EMPOWERING OPA-LOCKA YOUTH: CRIME PREVENTION THROUGH COMMUNITY ENGAGEMENT INITIATIVE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

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

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

Mayor Taylor explained the item originated with Commissioner Bass in her capacity as a teacher in the Miami-Dade County Public School System, after students were unable to afford the clothing required for the program. He explained the City would serve as the fiscal agent and conduit for the funds while 5000 Role Models of Excellence Project, Inc. facilitated the program.

All City Commissioners joined as co-sponsors of the resolution.

Vice Mayor Kelley asked how the City would manage its role as fiscal agent given the size and federal nature of the funding.

City Manager Lawson explained the City was still in the planning stages and intended to hire a consultant experienced in programs of this magnitude to handle the distribution of funds and the reporting, funded from the approximately $1 million, so City staff would not be pulled from daily operations. She confirmed the timelines were included in the agenda packet.

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

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

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION NO. 26-035 TO INCLUDE DONATED BENCHES WITH THE MINI COMMUNITY LIBRARIES AT SHERBONDY PARK, INGRAM PARK, MAGNOLIA NORTH PARK, AND SEGAL PARK; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; PROVIDING FOR CONTINUED EFFECT; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Bass*

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

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

Commissioner Bass explained the amendment would allow the City to accept donated benches at no cost and install them at the parks with the mini community libraries, noting the parks lacked sufficient seating.

Discussion followed regarding the placement and style of the benches, including whether they would be located next to the libraries or spread throughout the parks, the need to match the existing bench style for uniformity, and the importance of avoiding areas with sprinkler systems, particularly at Segal Park. Direction was given for the City Manager's office to coordinate the number, placement, and design of the benches.

Mayor Taylor commended Commissioner Bass for the literacy initiative.

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

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

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A BUDGET TRANSFER IN THE AMOUNT OF TWELVE THOUSAND DOLLARS ($12,000.00) FROM THE NON-DEPARTMENT: NON-CONTRACTED SERVICES BUDGET LINE ITEM TO THE SPECIAL EVENTS BUDGET LINE ITEM TO PROVIDE FUNDING FOR THE CITY'S LABOR DAY CELEBRATION: PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago*

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

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

Commissioner Santiago explained the transfer would use funds remaining in the newspaper budget line to cover overtime for City employees required to work the Labor Day holiday, and stated he did not intend to exceed $12,000.

City Manager Lawson confirmed the overtime would come from the special events line item, noting the City did not normally apply staff time to special events, but the holiday required additional pay.

Vice Mayor Kelley raised concerns regarding the unknown cost of police and other staffing, the size of the event footprint, and the associated safety and logistical needs, and

stated he could support half but not the full $12,000 because it would set a precedent of spending leftover funds.

Commissioner Santiago clarified that he did not intend to create a general fund expense.

Discussion ensued about the $12,000 amount and how it was determined.

Commissioners and City Manager Lawson discussed keeping that amount as a ceiling for overtime and adjusting the event hours to reduce cost, and confirmed the exact staffing figure had not yet been calculated.

Vice Mayor Kelley stated for the record he would not support the item as it sets a bad precedent. He noted budgeting is done for a reason.

Commissioner Santiago confirmed he would add all Commissioner's pictures to the flyer.

There being no additional discussion, the motion to approve the resolution passed by a 4-1 vote.

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

7. ADJOURNMENT:

Mayor Taylor announced the Opa-locka newspaper had been released. He suggested adding an option for area businesses to advertise.

It was moved by Commissioner Santiago, seconded by Vice Mayor Kelley, to adjourn the meeting.

There being no further business to come before the City Commission, the meeting was adjourned at 3:51 PM.

_____
John H. Taylor, Mayor

Attest:

_____
Joanna Flores, City Clerk

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

DRAFT

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF LUXURIOUS MACHINE LLC FOR VENDING MACHINE SERVICES PURSUANT TO RFP NO. 26-0709200; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR SAID SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka ("City") issued Request for Proposals No. 26-0709200 for vending machine services on June 2, 2026; and

WHEREAS, two proposals were received and certified by the City Clerk in July 2026 from Ewanssy Consulting, LLC and Luxurious Machine LLC; and

WHEREAS, a four-member selection committee evaluated the proposals based on technical approach and service program; experience and qualifications; equipment, technology, and product offering; customer service and maintenance; and value to the City through the commission or rebate structure; and

WHEREAS, Luxurious Machine LLC received 81 points and Ewanssy Consulting, LLC received 78 points; and

WHEREAS, Ewanssy Consulting, LLC proposed a thirty percent (30%) commission on gross sales net of applicable taxes, lower sample consumer pricing of approximately Nine Dollars and Fifty Cents ($9.50), an initial one-year term with four optional one-year renewals, and no upfront cost to the City; and

WHEREAS, Luxurious Machine LLC proposed a seventeen percent (17%) commission on gross vending sales, sample consumer pricing of approximately Eleven Dollars and Twenty-Five Cents ($11.25), and responsibility for equipment, installation, maintenance, repairs, inventory, insurance, and reporting, with no financial investment by the City; and

WHEREAS, the City Commission desires to select Luxurious Machine LLC based on its higher evaluation score and vending-machine experience, while acknowledging its seventeen-percent (17%) commission and higher sample consumer pricing; and

WHEREAS, the City Manager is authorized to negotiate and execute an agreement with Luxurious Machine, the first-ranked proposer, subject to successful negotiation of the commission and other contract terms; and

WHEREAS, if the City Manager determines that negotiations with Luxurious Machine LLC are unsuccessful and formally terminates those negotiations, the City Manager may proceed to negotiate with Ewanssy Consulting, LLC, the second-ranked proposer; and

WHEREAS, the City Commission finds that accepting the proposal of Luxurious Machine LLC for vending machine services and further authorizing the City Manager to negotiate and enter into an agreement for said services is in the best interests of the City.

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

SECTION 1. RECITALS ADOPTED.
The foregoing recitals are incorporated into this Resolution.

SECTION 2. PROPOSAL ACCEPTED.
The City Commission hereby accepts the proposal of Luxurious Machine LLC for vending machine services under RFP No. 26-0709200, and further authorizing the City Manager to negotiate and enter into an agreement for said services.

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered, and corrections of typographical errors that do not affect the intent may be authorized by the City Manager following review and approval by the City Attorney, without need of public hearing.

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

PASSED and ADOPTED this _____ day of _____, 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:	09.09.2026		**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:**		City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL OF LUXURIOUS MACHINES FOR VENDING MACHINE SERVICES PURSUANT TO RFP NO. 26-0709200 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LUXURIOUS MACHINES FOR SAID SERVICES.

Staff Summary:

Request for Proposals (RFP) 26-0709200 was published on June 2, 2026, for Vendor Machine Services. Two (2) companies submitted a proposal document which was certified by the City Clerk on July 10, 2026. A selection committee of four City employees convened to review the proposals of the two bidders and evaluate each firm regarding their Vending Machine Services proposal. The selection committee scored the bidders a maximum of 5.00 points per category based on the following criteria:

1. Technical Approach & Service Program
2. Experience & Qualifications
3. Equipment, Technology & Product Offering
4. Customer Service & Maintenance

5. Valuation to the City (Commission/Rebate Structure)

Following an evaluation of the submissions, Luxurious Machines earned a score of 81 points while Ewanssy Consulting, LLC received 78 points.

Luxurious Machines LLC is located in Hollywood, Florida and has been operating for four (4) years. The company is experienced in vending machine services. Their proposal offers a 17% commission on gross vending sales throughout the contract term while assuming all costs associated with equipment, installation, maintenance, repairs, inventory, insurance, and reporting, resulting in no financial investment by the City.

Ewanssy Consulting, LLC. is located in St. Petersburg, FL and has been in operation for two (2) years. The company specializes in professional services with a strong foundation in operational management, vendor coordination and client service delivery. Ewanssy Consulting, LLC has no previous experience with vending machine services however, they have assured that the company is committed to delivering a professional, accountable and responsive vending program. A commission proposal of 30% of all gross vending machine sales (net of applicable taxes) has been proffered for the duration of the one (1) year contract and the subsequent four (4) one (1) year renewals and there is no upfront cost to the city.

Based on the price comparison for identical items (chips, candy, 20 oz drink and an energy drink) listed in each proposal, a consumer purchasing from Luxurious Machines would pay $11.25 while an Ewanssy Consulting consumer would pay approximately $9.50.

It is important to note that neither of the firms are experienced with government entities and proposes to provide reports of sales breakdown and remit payment quarterly in arrears.

The City Manager shall be authorized to negotiate and execute an agreement with Luxurious Machine, the first-ranked proposer, subject to successful negotiation of the commission and other contract terms.

Financial Impact: This agreement will generate additional revenue to the City based on the 17% commission on gross vending sales from vending machine(s).

Proposed Action:

Staff recommend the City Commission approve the recommendation and authorize the City Manager to enter into an agreement with said company.

Attachment:

Bid Certification
RFP 26-0709200
Bid Proposal

CITY OF OPA-LOCKA
CERTIFICATION

REQUEST FOR PROPOSALS
RFP NO. 26-0709200
Vendor Machine Services

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that proposal(s) were received by 2:00 p.m. on July 9, 2026 and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 1:00 p.m. on the 14th day of July 2026.

PROPOSAL(S) RECEIVED

NAME/ADDRESS

1. **Ewanssy Consulting, LLC**
   7901 4th Street N, Suite 300
   St. Petersburg, FL 33702
   Contact: Emmanuella Jean Louis, Manager
   Cell: 786.356.6083
   Email: info@ewanssyconsulting.com

2. **Luxurious Machine LLC**
   2751 Taft Street
   Hollywood, FL 33020
   Contact: Randy Abou Assaf
   Tele: 954.549.4289
   Email: luxuriousmachine@gmail.com

Please note that all proposals were submitted via Demand Star (e-bid) and provided to the City Clerk by the city's Procurement Officer, Junior Bergel on July 10, 2026.

I further certify that proposal(s) were submitted and properly opened in the presence of the following:

Junior Bergel
Purchasing Officer
City of Opa-locka

Joanna Flores, CMC
City Clerk
City of Opa-locka

CITY OF OPA-LOCKA

RFP: 26-0709200
Request for Proposals (RFP)
Vendor Machine Services

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ADVERTISEMENT

RFP 26-0709200

The City of Opa-locka, Florida, invites qualified and experienced contractors to submit sealed proposals for Vendor Management Services. Proposals will be received by the City of Opa-locka at the Office of the City Clerk, located at 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054. The deadline for submissions is July 09, 2026, by 2:00 p.m. (ET).

Proposals may be submitted via one of two methods:

1. Electronic Submission via DemandStar: Proposals may be submitted through www.demandstar.com (e-bid) by 2:00 p.m. ET on the designated due date. The City strongly prefers and encourages electronic submissions.

2. Submission via Postal Mail: Sealed proposals may be submitted via mail to the address below by 2:00 p.m. ET on the due date. Any Request for Proposals. (RFP) package that arrives after the specified closing time will be returned unopened.

Instructions for Postal Mail Submission:

Please submit one (1) original proposal, six (6) copies, and one copy of the proposal package on a USB flash drive in PDF format. All materials should be enclosed in sealed envelopes or packages. The envelopes or packages must be addressed to the City Clerk's Office, City of Opa-locka, Florida, and marked as follows: RFP 26-0709200 Vending Machine Services.

Mailing Address:

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

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com. The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City reserves the right to award the contract to that Proposer(s) whose proposal best complies with the **RFP NO: 26-0709200** requirements.

Joanna Flores
City Clerk

PART I
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from qualified and experienced vendors to provide vending machine services at designated facilities. The selected vendor will supply, install, stock, service, and maintain vending machines offering food and beverage products for employees, visitors, and the general public.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail; however, it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all the proposals by 2:00 pm (ET) on 07/09/26. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFP NO. 26-0709200–**Vending Machine Services.** This package shall also include the Proposer's return address.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of people and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently

$35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

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

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

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

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

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

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

(Balance of page intentionally left blank.)

CALENDAR EVENTS

EVENT	DATE/LOCATION
Release Date	06/02/26
Pre-Bid (walkthrough)	TBA
Written Questions Due	06/16/26 @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions"
Response to Questions	06/22/26 @ 5:00pm (ET)
Due Date/Bid Opening	07/09/26 @ 2:00 pm (ET)
Evaluation Committee Meeting	TBA
Award Recommendation	TBA
Commission Approval	TBA
Post Award	TBA

PART II
NATURE OF SERVICES REQUIRED

2.2 SCOPE OF SERVICES

The successful proposer shall be responsible for providing full-service vending operations, including but not limited to:

- Furnishing and installing vending machines at approved locations
- Stocking machines with a variety of food and beverage options
- Servicing, cleaning, and maintaining all machines in good working order
- Repairing or replacing malfunctioning machines promptly
- Removing outdated or expired products
- Collecting all revenues from vending machine sales
- Providing customer service contact information and support on each machine
- Remaining compliant with state and local laws and regulations for health and safety standards for perishable items.

LOCATIONS AND ESTIMATED VOLUME

Vending machines will be located at the following facilities:

- Municipal Complex-780 Fisherman Street, Opa-locka, FL 33054
- Sherbondy Village-215 Perviz Avenue, Opa-locka, FL 33054
- Public Works Department- 12950 Lejeune Road, Opa-locka, FL 33054

The number and type of machines may vary by location and are subject to adjustment at the discretion of the City.

Proposer shall work together with CITY to identify additional high-traffic locations where vending machines will generate strong sales. City shall have the right to reject any location and require removal of the vending machine to another location with thirty (30) days' notice.

MACHINE REQUIREMENTS

Proposals should address the following minimum requirements:

- Machines must be modern, reliable, and energy-efficient
- Cashless payment options (e.g., credit/debit cards, mobile pay) are strongly preferred
- Machines must comply with the Americans with Disabilities Act (ADA), where applicable
- Food and beverage machines must meet all applicable health and safety regulations

PRODUCT OFFERINGS

Vendors shall provide:

- A reasonable variety of snacks and beverages
- Healthy and low-sugar options, where feasible
- Products with clearly displayed pricing
- Flexibility to adjust product mix based on demand and feedback

COMMISSION, PRICING AND PAYMENT

Proposers shall clearly state:

- Proposed commission percentage payable to the City
- Pricing structure for products
- Any fees or costs to the City

All commissions are paid quarterly, in arrears, and are based upon revenue collected from the beverage/snack vending machines by Vendor net of taxes, government mandated deposits and recycling fees, if any. Commissions and vendor prices will remain fixed over the entire term.

Vendor will be responsible for all applicable costs. The City reserves the right to negotiate commissions and pricing with the selected vendor.

TERM OF CONTRACT

The anticipated contract term is for one (1) year with the option to renew for four (4) additional one-year (1) terms, for a maximum of five (5) years. Renewals are subject to mutual agreement and satisfactory performance.

PART III
PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

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

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

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

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal
- 3.2.3.1 Limit to no more than two pages.
- 3.2.3.2 Briefly state the Proposers understanding of the work to be done
- 3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
- 3.2.3.4 Provide an official signature from a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information
- 3.2.4.1 Name of Business.
- 3.2.4.2 Mailing Address and Phone Number.
- 3.2.4.3 Names and contact information of people to be contacted for information or services if different from name of the person in charge.
- 3.2.4.4 Normal business hours.
- 3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
- 3.2.4.6 Give the date business was organized and/or incorporated
- 3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
- 3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
- 3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 5 – Experience and Qualifications

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

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

3.2.6 Tab 8 – References (Client Reference Form)

Please provide detailed information regarding at least three organizations, preferably government entities, that have utilized the services described in this Request for Proposals (RFP) within the past five years. For each organization, please include the following information: the name of the organization, a description of the services rendered, the duration of the engagement, and the name of a contact person, along with their telephone number and email address.

3.2.7 Tab 9 – Additional Forms

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

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

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

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

4-2 EVALUATION CRITERIA

Proposals will be evaluated based on the established criteria and their alignment with the City's requirements, as determined exclusively by the City.

Evaluation Criteria	Weight (%)	Description
Technical Approach & Service Program	25%	Evaluation of the proposer's overall plan to provide vending services, including installation, stocking frequency, service response times, staffing, monitoring systems, and operational controls.
Experience & Qualifications	25%	Evaluation of the proposer's experience providing similar services, particularly in municipal, institutional, or high-traffic environments.
Equipment, Technology & Product Offering	15%	Evaluation of the quality, reliability, and technological capabilities of the proposed machines, as well as the variety and quality of product offerings.
Customer Service & Maintenance	15%	Evaluation of customer support systems and ability to minimize downtime.
Value to the City (Commission/Rebate Structure)	20%	Evaluation of financial returns or added value offered to the City.
TOTAL	**100%**	

4-3 ORAL PRESENTATIONS

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

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

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

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

4-4 FINAL SELECTION

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

4-5 AWARD AND CONTRACT EXECUTION

After the selection committee reviews the proposals and oral presentations, the City Manager will receive a recommendation for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

(Balance of page intentionally left blank.)

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

   Name: _____

   Address: _____

   City, State, Zip:_____Phone/Fax: _____

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

3. If Corporation, state:
   Date of Incorporation: _____State in which Incorporated: _____

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

5. Name and Title of Principal Officers Date Elected:

   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business:_____years

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

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

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

Year	BID SCHEDULE	COMMISSION	
1	Percentage (%) of gross vending machine sales to be paid to City of Opa-locka. Gross vending machine sales do not include tax.		%

City of Opa-locka requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for City of Opa-locka to declare bid non-responsive. Contract to begin upon approval by the City Commission.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

Renewal Option 1: % Increase___%Decrease__ Explanation_____

Renewal Option 2: % Increase___%Decrease___Explanation_____

Renewal Option 3: % Increase___%Decrease___Explanation_____

Renewal Option 4: % Increase___%Decrease___Explanation_____

PRICE PROPOSAL FORM
(SUBMIT ONE ORIGINAL UNBOUND AND FOUR (4) COPIES)

PROJECT: RFP26-0709200 VENDING MACHINE SERVICES

(Company Name)

_____
(Address)

_____
(City, State, Zip)

_____
(Print or Type Name)

_____
(Signature-When signed, this Proposal Form is legal and binding to the City of Opa-locka and acknowledges that ALL Documents within this RFP have been read and understood).

_____ _____
(Date) (Phone Number)

City of Opa-locka
Having carefully examined the Request for Proposals and Related Documents for RFP 26-0709200, the signed proposes to furnish Concession Stand Management Services with the following compensation:

City of Opa-locka requires pricing to remain firm for the duration of the initial term of the contract (award of contract through June 30, 2025). Failure to hold firm pricing for the initial term of the contract will be sufficient cause for City of Opa-locka to declare bid nonresponsive. Contract to begin upon approval by the City Commission.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

Renewal Option 1: % Increase___%Decrease__ Explanation_____

Renewal Option 2: % Increase___%Decrease___Explanation_____

Renewal Option 3: % Increase___%Decrease___Explanation_____

Renewal Option 4: % Increase___%Decrease___Explanation_____

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature _____

Printed Name _____

DRUG-FREE WORKPLACE CERTIFICATIONFORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

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

_____ _____
Date Signature

RFP 26-0709200
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

(1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____the PROPOSER that has submitted the attached Proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

Witness — Signature

_____ — _____

Witness — Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By:_____

Title:_____

State of Florida County of _____
The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this_____day of_____, 2026.

By _____
Personally known_____OR produced identification _____

_____
Notary Public
My Commission Expires _____

E-VERIFY

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

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

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

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

E-VERIFY FORM

Definitions:

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

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ANTI-KICKBACK AFFIDAVIT

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

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

By: _____

Title:_____

Sworn to and subscribed before me this

____day of_____**, 2026**

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

LIENT REFERENCE FORM

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

1) Name of Client Entity:_____

Address: _____

City/State/Zip:_____

Contact:_____

Title:_____

Email Address:_____

Telephone:_____

Scope of Work: _____

Description of Services Provided:_____

_____

2) Name of Client Entity:_____

Address: _____

City/State/Zip:_____

Contact:_____

Title:_____

Email Address:_____

Telephone:_____

Scope of Work: _____

Description of Services Provided:_____

_____

3) Name of Client Entity:_____

Address: _____

City/State/Zip:_____

Contact:_____

Title:_____

Email Address:_____

Telephone:_____

Scope of Work: _____

Description of Services Provided:_____

_____

CITY OF OPA-LOCKA

REQUEST FOR PROPOSALS

RFP No. 26-0709200

Vending Machine Services

Proposer / Firm Name	Ewanssy Consulting, LLC
Address	7901 4th St N, Suite 300 St. Petersburg, FL 33702
Telephone	(786) 356-6083
Email	info@ewanssyconsulting.com
Contact Person	Emmanuella Jean Louis, Manager
Date	July 2, 2026
Proposal Number	RFP No. 26-0709200
Proposal Description	Vending Machine Services for City of Opa-locka facilities

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

TAB 1 — TABLE OF CONTENTS

Ref.	SECTION	TAB
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3.2.2	Table of Contents	Tab 1
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3.2.4	General Information	Tab 3
3.2.5	Experience & Qualifications	Tab 5
3.2.6	Client References	Tab 8
3.2.7	Additional Forms (Debarment, Drug-Free, Non-Collusion, Non-Discrimination, E-Verify, Anti-Kickback, Client Reference Form, Price Proposal)	Tab 9

TAB 2 — LETTER OF TRANSMITTAL

July 2, 2026

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

Re: RFP No. 26-0709200 — Vending Machine Services

Dear Members of the Selection Committee,

Ewanssy Consulting, LLC is pleased to submit this proposal in response to RFP No. 26-0709200 for Vending Machine Services. We have thoroughly reviewed all RFP documents and understand that the City of Opa-locka seeks a qualified vendor to supply, install, stock, service, and maintain vending machines at three City facilities: the Municipal Complex (780 Fisherman Street), Sherbondy Village (215 Perviz Avenue), and the Public Works Department (12950 Lejeune Road). The selected vendor will manage all aspects of vending operations, including equipment, stocking, maintenance, health and safety compliance, and quarterly commission payments, at no cost to the City.

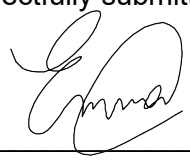
Ewanssy Consulting, LLC is committed to delivering a professional, accountable, and responsive vending program. We offer the City a **30%** commission on gross vending machine sales (net of applicable taxes), held firm for the full initial term and all renewal periods. Product pricing will be competitive and clearly displayed on all machines. There are no fees or additional costs of any kind to the City.

The following individual is authorized to make representations for Ewanssy Consulting :

Name : Emmanuella Jean Louis
Title : Manager
Address: 7901 4th St N, Suite 300, St. Petersburg, FL 33702
Telephone: (786) 356-6083
Email: info@ewanssyconsulting.com

We welcome the opportunity to serve the City of Opa-locka and are confident that our operational management expertise and commitment to service excellence position us as a strong partner for this program.

Respectfully submitted,



Emmanuella Jean Louis, Manager
Ewanssy Consulting, LLC
Corporate Officer
Date: July 2, 2026

TAB 3 — GENERAL INFORMATION

3.2.4.1 Name of Business: Ewanssy Consulting, LLC

3.2.4.2 Mailing Address and Phone Number:

7901 4th St N, Suite 300

St. Petersburg, FL 33702

Telephone: (786) 356-6083

Email: info@ewanssyconsulting.com

3.2.4.3 Names and Contact Information of People to be Contacted for Information or Services:

Emmanuella Jean Louis, Manager (primary contact — same as person in charge)

Telephone: (786) 356-6083

Email: info@ewanssyconsulting.com

3.2.4.4 Normal Business Hours: Monday through Friday, 9:00 AM – 5:00 PM ET

3.2.4.5 Business Classification and Legal Status:

Ewanssy Consulting, LLC is a national business entity. The firm is structured as a Limited Liability Company (LLC) with S-Corporation tax election. Legal status: S-Corporation.

3.2.4.6 Date Business Organized / Incorporated: April 17, 2024 — State of Florida

3.2.4.7 Office Location and Professional Staff:

The administrative and management operations for this contract will be conducted from Ewanssy Consulting, LLC's registered business office located at 7901 4th St N, Suite 300, St. Petersburg, FL 33702. Ewanssy Consulting, LLC is a professional services firm currently operating with 2 dedicated staff members, with the capacity to engage additional operational and field personnel as contract requirements demand.

3.2.4.8 Parent / Subsidiary Status:

Ewanssy Consulting, LLC is an independent entity. It is not a parent company, subsidiary, or affiliate of any other firm or agency. There is no parent company.

3.2.4.9 Florida Business License / Certification:

Ewanssy Consulting, LLC is registered and licensed to conduct business in the State of Florida. The firm holds an active Florida business registration. Copies of all applicable licenses and registrations issued to the business entity are attached to this proposal as exhibits.

TAB 5 — EXPERIENCE & QUALIFICATIONS

3.2.5.1 Years in Business:

Ewanssy Consulting, LLC was incorporated on April 17, 2024. As of the date of this submission (July 2, 2026), the firm has been in active business operation for 2 years.

3.2.5.2 Qualifications to Perform Vending Machine Services (per Scope of Services, Section 2-2):

Ewanssy Consulting, LLC is a professional services firm with a strong foundation in operational management, vendor coordination, and client service delivery. We approach the City of Opa-locka's vending program with the same discipline and accountability we bring to every engagement. Our qualifications directly address each element of the Scope of Services:

- Furnishing and Installing Machines: We will procure and install modern, energy-efficient vending machines from established suppliers at all three designated City locations. All machines will support cashless payment (credit/debit card and mobile pay) and comply with ADA requirements.
- Stocking Machines: We will maintain regular restocking schedules to ensure machines are fully stocked at all times. Product selection will include a variety of snacks and beverages, with healthy and low-sugar options available.
- Servicing, Cleaning, and Maintenance: Machines will be cleaned and inspected on a routine schedule. We commit to a 24-hour response time for any reported malfunction.
- Repairing or Replacing Malfunctioning Machines: Prompt repair or replacement of any non-functioning machine will be executed at no cost to the City.
- Removing Outdated or Expired Products: All products will be monitored for expiration. Outdated items will be removed immediately.
- Collecting Revenues: All vending revenues will be tracked and reconciled on a regular basis, with **30%** commission paid to the City quarterly in arrears.
- Customer Service: A clearly visible customer service contact will be displayed on every machine.
- Regulatory Compliance: Full compliance with all Florida health, safety, and ADA regulations will be maintained throughout the contract term.

COMMISSION, PRICING AND PAYMENT

In accordance with the RFP's requirement that Proposers clearly state commission percentage, pricing structure, and any fees or costs to the City, Ewanssy Consulting, LLC provides the following:

Proposed Commission Percentage Payable to the City:

Ewanssy Consulting, LLC proposes a **30%** commission on gross vending machine sales payable to the City of Opa-locka. Gross vending machine sales shall not include applicable taxes, government-mandated deposits, or recycling fees. Commissions will be paid quarterly, in arrears. The **30%** rate will remain fixed for the full initial one-year term and all four (4) renewal periods.

Pricing Structure for Products:

All product prices will be clearly displayed on each vending machine. Ewanssy Consulting, LLC will set competitive pricing consistent with current market rates for comparable municipal vending programs. Anticipated pricing ranges are as follows:

Product Category	Price Range (Low)	Price Range (High)
Snacks (chips, crackers, nuts, granola bars)	$1.50	$2.50
Candy / Sweet Snacks	$1.25	$2.00
Healthy Options (protein bars, trail mix, etc.)	$2.00	$3.50
Bottled Water	$1.50	$2.00
Soft Drinks / Juices (20oz)	$2.00	$2.75
Energy Drinks	$3.00	$4.00
Coffee / Hot Beverages (if applicable)	$2.00	$3.50

Prices will remain firm for the duration of the initial contract term. Product mix and pricing may be adjusted for renewal periods based on supplier cost changes, subject to mutual agreement with the City. The City retains the right to negotiate pricing and commissions with the selected vendor.

Any Fees or Costs to the City:

NONE. There are absolutely no fees, charges, or costs of any kind to the City of Opa-locka under this proposal. Ewanssy Consulting, LLC will bear 100% of all costs associated with equipment procurement, delivery, installation, stocking, restocking, cleaning, maintenance, repair, and all other operational expenses. The City's sole obligation is to provide approved location space for the vending machines.

TAB 8 — CLIENT REFERENCES

Ewanssy Consulting, LLC is a growing firm entering the vending machine services market. We do not yet have vending-specific contract references; however, the professional references below can attest to our firm's reliability, integrity, and ability to fulfill contracted service obligations. We welcome any additional due diligence the City may wish to conduct.

REFERENCE 1

Name of Client Entity: A.M.K.F. MANAGEMENT CO.

Address: 7901 4TH ST N, STE 300

City/State/Zip: ST PETERSBURG, FL 33702

Contact: FREDERIC, ADOLPH

Title: CEO

Email : Fredericmkadolph209@gmail.com

Telephone : 305-497-5299

Scope of Work: Business consulting, accounting, and financial management services.

Duration: From 01-2024 to Present

Description of Services: Ewanssy Consulting, LLC provided comprehensive business consulting and accounting services including financial recordkeeping, tax preparation, regulatory compliance guidance, and operational management support. These services supported the client's day-to-day business operations and long-term organizational planning.

REFERENCE 2

Name of Client Entity: ALEXOUTHENURSE CORP

Address: 7901 4TH ST N, STE 300

City/State/Zip: ST PETERSBURG, FL 33702

Contact : Alexandra Jean Louis

Title : CEO

Email : alexandrajeanlouis05@gmail.com

Telephone : 786-704-7390

Scope of Work: Business formation, accounting, and administrative consulting services.

Duration: From 01-2024 to Present

Description of Services: Ewanssy Consulting, LLC assisted with business formation, ongoing accounting and bookkeeping, tax preparation, and consulting services to support the client's operational and administrative functions.

REFERENCE 3

Name of Client Entity: BEAUTYBYWOOD

Address: 13455 NE 10TH AVE

City/State/Zip: NORTH MIAMI, FL, 33161

Contact : WOODLINE, SAINT FLEUROSE

Title : CEO

Email : woodlinesaintfleurose@gmail.com

Telephone : 786-913-3085

Scope of Work: Business advisory and consulting services.

Duration: From 01-2024 to Present

Description of Services: Ewanssy Consulting, LLC provided business advisory and strategic consulting services to support the client's operational planning, business development, and organizational strategy. Services included guidance on business structure, operational best practices, and strategic planning to support the client's growth objectives.

TAB 9 — ADDITIONAL FORMS

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

Name: Ewanssy Consulting, LLC

Address: 7901 4th St N, Suite 300

City, State, Zip: St. Petersburg, FL 33702 Phone/Fax: (786) 356-6083

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

*LLC elected to be treated as an S-Corp.

3. If Corporation, state:

Date of Incorporation: April 17, 2024 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: N/A — incorporated in Florida

5. Name and Title of Principal Officers	**Date Elected:**
Emmanuella Jean Louis — Manager	April 17, 2024

6. The length of time in business: 2 years

7. The length of time (continuous) in business as a service organization in Florida: 2 years

8. A copy of County and/or Municipal Occupational License(s): Copies of all applicable licenses and registrations issued to the business entity are attached to this proposal as exhibits.

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

BID SCHEDULE — COMMISSION

Year	BID SCHEDULE COMMISSION	%
1	Percentage (%) of gross vending machine sales to be paid to City of Opa-locka. Gross vending machine sales do not include tax.	**30%**

City of Opa-locka requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for City of Opa-locka to declare bid non-responsive. Contract to begin upon approval by the City Commission.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods.

Renewal Option 1: **30%** % Increase () % Decrease () Explanation: Commission rate held firm at 30%

Renewal Option 2: **30%** % Increase () % Decrease () Explanation: Commission rate held firm at 30%

Renewal Option 3: **30%** % Increase () % Decrease () Explanation: Commission rate held firm at 30%

Renewal Option 4: **30%** % Increase () % Decrease () Explanation: Commission rate held firm at 30%

PRICE PROPOSAL FORM

(SUBMIT ONE ORIGINAL UNBOUND AND FOUR (4) COPIES)

PROJECT: RFP26-0709200 VENDING MACHINE SERVICES

Company Name: Ewanssy Consulting, LLC
Address: 7901 4th St N, Suite 300
City, State, Zip: St. Petersburg, FL 33702

Print or Type Name : Emmanuella Jean Louis

Signature: _____
(When signed, this Proposal Form is legal and binding to the City of Opa-locka and acknowledges that ALL Documents within this RFP have been read and understood).

Date: July 2, 2026 Phone Number: (786) 356-6083

City of Opa-locka

Having carefully examined the Request for Proposals and Related Documents for RFP 26-0709200, the signed proposes to furnish Vending Machine Services with the following compensation:

City of Opa-locka requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for City of Opa-locka to declare bid nonresponsive. Contract to begin upon approval by the City Commission.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

Renewal Option 1**:** **30%** % Increase () % Decrease () Explanation: Rate held firm at 30%
Renewal Option 2: **30%** % Increase () % Decrease () Explanation: Rate held firm at 30%
Renewal Option 3: **30%** % Increase () % Decrease () Explanation: Rate held firm at 30%
Renewal Option 4: **30%** % Increase () % Decrease () Explanation: Rate held firm at 30%

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

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

Signature

Printed Name: Emmanuella Jean Louis

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Name: Emmanuella Jean Louis the Title/Position: Manager of Company: Ewanssy Consulting, LLC

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

Date July 02, 2026 Signature

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

(1) He/She/They is/are the Manager (Owner, Partner, Officer, Representative or Agent) of Ewanssy Consulting, LLC, the PROPOSER that has submitted the attached Proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

Witness Signature

ADOLPH FREDERIC

Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By: _____
EMMANUELLA JEAN LOUIS

Title: Manager

State of New York County of Kings

The foregoing instrument was acknowledged before me via □ physical presence OR ☑ online notarizations this 03 day of JULY, 2026.

By EMMANUELLA JEAN LOUIS
Personally known _____ OR produced identification ✓

_____
Notary Public
My Commission Expires 12/20/2027
Kaya Thompson, Notary Public

KAYA THOMPSON
Notary Public, State of New York
Registration No. 01TH0018937
Qualified in Kings County
Commission Expires Dec. 20, 2027

Notarized Online with NotaryLive.com

E-VERIFY FORM

Definitions:

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

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

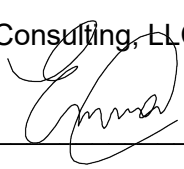
Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize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

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

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

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

Company Name: Ewanssy Consulting, LLC

Authorized Signature: 

Print Name : Emmanuella Jean Louis
Title : Manager
Date: July 2, 2026

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE)

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

By: _____

EMMANUELLA JEAN LOUIS

Title: Manager, Ewanssy Consulting, LLC

STATE: NEW YORK, COUNTY: KINGS

Sworn to and subscribed before me this 03 day of JULY, 2026

Notary Public,

State of New York at Large

Kaya Thompson, Notary Public

My Commission Expires: 12/20/2027

KAYA THOMPSON
Notary Public, State of New York
Registration No. 01TH0018937
Qualified in Kings County
Commission Expires Dec. 20, 2027

Notarized Online with NotaryLive.com

CLIENT REFERENCE FORM

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

1) Name of Client Entity: A.M.K.F. MANAGEMENT CO.

Address: 7901 4TH ST N, STE 300

City/State/Zip: ST PETERSBURG, FL 33702

Contact: FREDERIC, ADOLPH

Title: CEO

Email: Fredericmkadolph209@gmail.com

Telephone: 305-497-5299

Scope of Work: Business consulting, accounting, and financial management services.

Description of Services: Ewanssy Consulting, LLC provided comprehensive business consulting and accounting services including financial recordkeeping, tax preparation, regulatory compliance guidance, and operational management support. These services supported the client's day-to-day business operations and long-term organizational planning.

2) Name of Client Entity: ALEXOUTHENURSE CORP

Address: 7901 4TH ST N, STE 300

City/State/Zip: ST PETERSBURG, FL 33702

Contact : Alexandra Jean Louis

Title: CEO

Email: alexandrajeanlouis05@gmail.com

Telephone : 786-704-7390

Scope of Work: Business formation, accounting, and administrative consulting services.

Description of Services: Ewanssy Consulting, LLC assisted with business formation, ongoing accounting and bookkeeping, tax preparation, and consulting services to support the client's operational and administrative functions.

3) Name of Client Entity: BEAUTYBYWOOD

Address: 13455 NE 10TH AVE

City/State/Zip: NORTH MIAMI, FL, 33161

Contact: WOODLINE, SAINT FLEUROSE

Title: CEO

Email : woodlinesaintfleurose@gmail.com

Telephone : 786-913-3085

Scope of Work: Business advisory and consulting services.

Description of Services: Ewanssy Consulting, LLC provided business advisory and strategic consulting services to support the client's operational planning, business development, and organizational strategy. Services included guidance on business structure, operational best practices, and strategic planning to support the client's growth objectives.

CITY OF ST. PETERSBURG, FLORIDA
LOCAL BUSINESS TAX RECEIPT

CONTROL # 108637

DATE July 02, 2026

2026
EXPIRES 9/30/2026

BUSINESS:

EWANSSY CONSULTING LLC

7901 4TH ST N 300
SAINT PETERSBURG FL 33702-4305

26-00077390 DESCRIPTION OF OCCUPATION, PROFESSION, OR BUSINESS
ADMINISTRATIVE/SALES OFFICE 65.00

PROFESSIONAL CONSULTING AND BUSINESS ADMINISTRATION, OPERATIONAL OVERSIGHT, MANAGEMENT FOR MUNICIPAL AND MANAGEMENT SERVICES, INCLUDING CONTRACT AND VENDING MACHINE PROGRAM COMMERCIAL CLEINTS.

	0.00
	0.00
TOTAL	65.00

MAIL:

EWANSSY CONSULTING LLC
7901 4TH ST N #300

SAINT PETERSBURG FL 33702

Changes in business name, address, mailing name or address, as well as additions to the business activity, may require additional applications. Please contact this office before making changes or if the description on this receipt does not reflect your entire business activity. Additional activities may require additional taxes.

Failure to renew before the expiration date may result in penalty fees being assessed.

Display this receipt conspicuously at all times in the place of business. If there is no place of business, this receipt must be presented to any police officer or officer of the city upon their request.

Many business taxes are transferable from one owner to another, or one location to another. To transfer this receipt, contact our office for information and price, and fill in the following.

This local business tax receipt does not allow the holder to violate any city law, ordinance or regulation. It is not an endorsement, approval or disapproval of the holder's skill or competence. This business tax receipt is not proof of the compliance or non-compliance of the holder with other laws, regulations or standards. In addition to obtaining this local business tax receipt, the holder shall be responsible for complying with all applicable laws, regulations and standards including but not limited to the City's Construction Services and Zoning Department requirements.

I, _____ hereby assign all my rights, title and interest in local business tax receipt # _____ to _____ . _____
(name of new owner) (signature of previous owner)

Office hours: Monday through Friday, 8 a.m. to 5 p.m. Phone 727-893-7241 option 2

Electronic Articles of Organization
For
Florida Limited Liability Company

L24000183001
FILED 8:00 AM
April 18, 2024
Sec. Of State
adjohnson

Article I

The name of the Limited Liability Company is:

EWANSSY CONSULTING, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

7901 4TH ST N
STE 300
ST. PETERSBURG, FL. 33702

The mailing address of the Limited Liability Company is:

7901 4TH ST N
STE 300
ST. PETERSBURG, FL. 33702

Article III

Other provisions, if any:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

REGISTERED AGENTS INC
7901 4TH ST N
STE 300
ST. PETERSBURG, FL. 33702

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: DAVID ROBERTS

Article V

L24000183001
FILED 8:00 AM
April 18, 2024
Sec. Of State
adjohnson

The name and address of person(s) authorized to manage LLC:

Title: MGR
EMMANUELLA W JEAN LOUIS
7901 4TH ST N, STE 300
ST. PETERSBURG, FL. 33702

Article VI

The effective date for this Limited Liability Company shall be:

04/17/2024

Signature of member or an authorized representative

Electronic Signature: EMMANUELLA JEAN LOUIS

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Name: Emmanuella Jean Louis the Title/Position: Manager of Company: Ewanssy Consulting, LLC

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

Date July 02, 2026 Signature

CITY OF ST. PETERSBURG, FLORIDA
LOCAL BUSINESS TAX RECEIPT

CONTROL # 108637

DATE July 02, 2026

2026
EXPIRES 9/30/2026

BUSINESS:

EWANSSY CONSULTING LLC

7901 4TH ST N 300
SAINT PETERSBURG FL 33702-4305

26-00077390 DESCRIPTION OF OCCUPATION, PROFESSION, OR BUSINESS
ADMINISTRATIVE/SALES OFFICE 65.00

PROFESSIONAL CONSULTING AND BUSINESS ADMINISTRATION, OPERATIONAL OVERSIGHT, MANAGEMENT FOR MUNICIPAL AND MANAGEMENT SERVICES, INCLUDING CONTRACT AND VENDING MACHINE PROGRAM COMMERCIAL CLEINTS.

	0.00
	0.00
TOTAL	65.00

MAIL:

EWANSSY CONSULTING LLC
7901 4TH ST N #300

SAINT PETERSBURG FL 33702

Changes in business name, address, mailing name or address, as well as additions to the business activity, may require additional applications. Please contact this office before making changes or if the description on this receipt does not reflect your entire business activity. Additional activities may require additional taxes.

Failure to renew before the expiration date may result in penalty fees being assessed.

Display this receipt conspicuously at all times in the place of business. If there is no place of business, this receipt must be presented to any police officer or officer of the city upon their request.

Many business taxes are transferable from one owner to another, or one location to another. To transfer this receipt, contact our office for information and price, and fill in the following.

This local business tax receipt does not allow the holder to violate any city law, ordinance or regulation. It is not an endorsement, approval or disapproval of the holder's skill or competence. This business tax receipt is not proof of the compliance or non-compliance of the holder with other laws, regulations or standards. In addition to obtaining this local business tax receipt, the holder shall be responsible for complying with all applicable laws, regulations and standards including but not limited to the City's Construction Services and Zoning Department requirements.

I, _____ hereby assign all my rights, title and interest in local business tax receipt # _____ to _____ . _____
(name of new owner) (signature of previous owner)

Office hours: Monday through Friday, 8 a.m. to 5 p.m. Phone 727-893-7241 option 2

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Opa-Locka
[print name of the public entity]
by Emmanuella Jean Louis, Manager
[print individual's name and title]
for Ewanssy Consulting, LLC
[print name of entity submitting sworn statement]

whose business address is

7901 4TH ST N, SUITE 300, ST. PETERSBURG, FL 33702

and (if applicable) its Federal Employer Identification Number (FEIN) is 92-1292332

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

__√__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Emmanuella Jean Louis
[signature]

Sworn to and subscribed before me this 8th day of July, 20 26.

Personally known _____

Or Produced identification _____

Drivers License
(Type of Identification)

Performed by means of audio-video communication with NotaryLive.com

Notary Public – State of New Jersey

My commission expires 10/07/2029

Joanne M Lawson, Notary Public
(Printed, typed or stamped
commission name of notary public)

Form PUR 7068 (Rev 6/11/92)

Notarized by: Joanne M Lawson
Time: 2026-07-08 16:40:50 UTC
URL: https://notarylive.com/tu/cdp/JPZPGW
Access ID: JPZPGW
Pin: 6MZQ43

July 8, 2026

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

Re: RFP No. 26-0709200 — Vending Machine Services
Subject: Notice Regarding Certificate of Insurance

Dear Members of the Selection Committee,

Ewanssy Consulting, LLC respectfully submits this notice in connection with our proposal for RFP No. 26-0709200 — Vending Machine Services.

In accordance with RFP Section 1-12, which states that proof of insurance coverage must be submitted to the City prior to contract execution, Ewanssy Consulting, LLC has initiated the insurance procurement process and is actively working with a licensed insurance provider to secure all required coverage as outlined in the RFP, including:

- Commercial General Liability Insurance ($1,000,000 per occurrence / $2,000,000 aggregate)
- Workers' Compensation Insurance ($500,000 Employers' Liability)
- Automobile Liability Insurance ($1,000,000 per occurrence)
- Umbrella/Excess Liability Coverage ($2,000,000)
- Professional Liability Insurance ($1,000,000)

In the interim, and as evidence of our commitment to meeting this requirement, we have enclosed herewith insurance quotes from a licensed insurance provider reflecting the coverage amounts required under RFP Section 1-12. These quotes confirm that the required coverage is available and will be activated immediately upon award of this contract.

A formal Certificate of Insurance, naming the City of Opa-locka as Additional Insured, will be submitted to the City in full compliance with all insurance requirements prior to contract execution and before any services commence.

We appreciate the Selection Committee's consideration of our proposal and remain fully committed to meeting all contractual obligations upon award. Should you require any additional information or clarification, please do not hesitate to contact us.

Respectfully submitted,

_____

Emmanuella Jean Louis, Manager
Ewanssy Consulting, LLC

7901 4th St N, Suite 300
St. Petersburg, FL 33702
Phone: (786) 356-6083
Email: info@ewanssyconsulting.com

Your Business Owner's Policy Quote

Prepared for:
EWanssy Consulting, LLC

7901 4TH ST N STE 300
SAINT PETERSBURG, FL 33702-4399

Your Primary Location:
3004 NW 130TH TER APT 458.
SUNRISE,FL 33323-3953

Class & Class Code:
Vending Machine Operations; 42061

Policy Term:
July 08, 2026 – July 08, 2027

Quote Good Through*:
October 04, 2026

Proposal Creation Date:
July 7, 2026, 9:58 AM

Insurance underwritten by: Property and Casualty Insurance Company of Hartford.

Your Reference Number:
76 SBU CD9FAW-004

Audit Period: Non-Auditable

Offered through:
Small Business

*Premium is based on information provided during the application process and is subject to change should any change be made to the policy. Examples of possible changes include, but are not limited to, changes to coverage, Named Insured(s), location(s), and effective date.

PREMIUM SUMMARY	
COVERAGE	**PRICE**
Business Owner's Policy	$872.00
Employment Practices Liability Insurance	Included
Fees and Surcharges	$23.45
Umbrella	$896.00
YOUR ESTIMATED ANNUAL PREMIUM:	**$1,791.45****

Proposal summary	Page 2	Recommended coverages	Page 5
Coverage details	Page 4	Payment options	Page 6

**Your Estimated Premium may change based on coverage changes made through endorsement or if your policy is subject to Premium Audit.

[1] The Hartford's Customer Claims Ratings as of February 2019. Customer claims reviews were collected and tabulated by The Hartford and reviews are not representative of all customers.

This document is only a proposal. It can't be used as proof of coverage, unless bound by an authorized agent.

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Your Business Owner's Policy Quote

This quote overview was created to show you how we propose to cover your business and to help you feel confident in the coverages that have been selected. Each section below breaks out some of the important features of your proposed policy.

We're ready to welcome you as a customer of The Hartford! All that's left is for you to let us/your agent know when you'd like to start your coverage.

LOCATION(S)		
LOCATION CLASS CODE(S)	DESCRIPTION	TYPE AND AREA
LOC 1; BLDG 1 42061	3004 NW 130TH TER APT 458 SUNRISE,FL 33323-3953	
LOC 1; BLDG 2 65771	3004 NW 130TH TER APT 458 SUNRISE,FL 33323-3953	200 sq ft

BUSINESS LIABILITY (Also known as General Liability)

Your BUSINESS LIABILITY COVERAGE helps protect and defend your business from covered claims alleging that you damaged someone's property, injured them or defamed them. The below overview shows some of your Business Liability limits.

EACH OCCURRENCE LIMIT We'll pay up to this amount for all claims related to a single incident. This total applies no matter how many people make claims.	$1,000,000
GENERAL AGGREGATE LIMIT We'll pay up to this total amount for all losses that occur during your policy term, except for those losses that are included in the Products/Completed Operations Aggregate, which are paid under a separate aggregate limit as described below.	$2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE We'll pay up to this total amount for all losses that occur during your policy term as a result of work you completed or for a product you distributed or sold. It does not cover you for things that happen while you are doing work.	$2,000,000

UMBRELLA

Your UMBRELLA COVERAGE provides an additional layer of financial protection if a covered claim against your business is more than your standard policy limits. Think of it as an insurance back-up plan. The below overview shows some of your Umbrella limits.

EACH OCCURRENCE LIMIT We'll pay up to this amount for all the claims related to a single incident.	$2,000,000
AGGREGATE LIMITS There are various aggregate limits in your umbrella policy. We'll pay up to the applicable aggregate limit for all applicable loss that occurs during your policy term.	$2,000,000
SELF-INSURED RETENTION The amount you may have to pay before your Umbrella coverage starts if no underlying insurance applies.	$10,000

[1] The Hartford's Customer Claims Ratings as of February 2019. Customer claims reviews were collected and tabulated by The Hartford and reviews are not representative of all customers.

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Your Business Owner's Policy Quote

EMPLOYMENT PRACTICES LIABILITY INSURANCE

Your EMPLOYMENT PRACTICES LIABILITY INSURANCE (EPLI) helps protect and defend your business from employment-related covered claims including but not limited to, discrimination, sexual harassment or wrongful termination brought by your employees or applicants. The below overview shows some of your EPLI limits.

EACH CLAIM LIMIT We'll pay up to this amount for each claim covered under the Employment Practices Liability Coverage Part.	$25,000
AGGREGATE LIMIT We'll pay up to this amount for all claims covered under the Employment Practices Liability Coverage Part.	$25,000
RETROACTIVE DATE If no date is entered, the Retroactive Date is the same as the effective date of this Coverage part.	07/08/2026
WAGE AND HOUR DEFENSE COST SUB-LIMIT The Wage and Hour Defense Costs Sub-Limit is only available for claim expenses incurred to defend a wage and hour violation that occurred on or after the retroactive date and before the end of the policy period, regardless of whether any such claim for a wage and hour violation is made during the policy period or the Extended Reporting Period, if applicable.	$25,000

This is a claims-made coverage. Defense costs are included within the limits of liability. However, some states require that defense costs be in addition to the limits of liability displayed in this quote proposal. Refer to actual policy terms for full notice and details.

CUSTOMIZED COVERAGES FOR YOUR BUSINESS

These added coverages make your policy more unique. They protect against specific risks your business could face.

BUSINESS LIABILITY COVERAGES ADDED

COVERAGE	LIMIT	PREMIUM
Blanket Additional Insured by Contract	Included[1]	$50

[1] Included in Business Liability Limit(s)

[1] The Hartford's Customer Claims Ratings as of February 2019. Customer claims reviews were collected and tabulated by The Hartford and reviews are not representative of all customers.

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Business Liability Coverages Detail

Businesses can face many different kinds of business liability risks. And a policy can respond to them in different ways. Below you'll find a breakdown of the specific business liability coverages your policy includes. You'll also see a specific limit, which is either the maximum dollar amount or the length of time that your coverage pays.

BUSINESS LIABILITY COVERAGE	TOTAL LIMIT OF INSURANCE
Business Liability	
Liability and Medical Expenses Limit	$1,000,000
Medical Expenses Limit	$10,000
Damage To Premises Rented To You Limit	$1,000,000
General Aggregate Limit	$2,000,000
Products-Completed Operations Aggregate Limit	$2,000,000
Personal and Advertising Injury Limit	$1,000,000
Property Damage Liability Deductible	No Deductible
Electronic Media Liability	Included[1]
Waiver of Subrogation - Blanket	Included

[1] Included in Business Liability Limit(s)

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.

THE HARTFORD

Recommended Coverages

Some excellent choices have already been made to cover your business. We know there may be other protections you'd like to know about. So take a look at these coverages you may also be interested in.

Please note that the estimated premium amounts indicated below are based on information provided during the quote process and certain assumptions including coverage limits.

WHAT IT'S CALLED	WHAT IT COSTS	WHAT IT IS	WHY YOU SHOULD ADD THIS
Hired Auto and Non-Owned Auto	$141 per year	If your business does not own any autos, you may purchase this coverage. This coverage will protect you when you use non-owned autos such as your employee's cars for business purposes, or if you hire rent or borrow an auto.	This can help protect you if your employees use their auto to run work-related errands or if you rent an auto in connection with you r business.
Data Breach	$87 per year	This covers your costs for responding to a data breach. This can include things like hiring a forensic firm to investigate the data breach, notifying affected parties, providing credit monitoring and other costs. When Defense and Liability coverage is selected, this also covers you if you're sued as the result of a data breach. We'll pay to protect you by defending you in a lawsuit and paying a judgment up to your limit.	Any business that handles Personally Identifiable Information (PII) could be subject to a data breach claim. Even if you never use computers, you could still have paper files and other records that, if lost or stolen, can lead to a data breach. This helps take care of this cost if that happens.

Acknowledged and Accepted By

Signature of the Insured

Date

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.

THE HARTFORD

Payment Options

DIRECT BILL OPTIONS

Choose one of these four options to pay your bill:

- **AutoPay.** Sign up for Repetitive Electronic Funds Transfer (EFT) to pay automatically from your bank account. You'll save on payment fees and get the convenience and peace of mind of automated payments.
- **Online.** Register at thehartford.com/servicecenter to pay your bill quickly and securely.
- **Check.** Mail your check and include your payment stub in the envelope we provide.
- **Phone.** Call us toll-free 866-467-8730 to pay your bill by phone.

PAYMENT BREAKDOWN

The charts below show how we'll bill you, according to the payment plan you select. We calculate the due date(s) and minimum amount(s) due based on the anticipated effective date of the policy. Keep in mind that the dates and amounts could change depending on when the policy is processed.

FULL PAY	
One Payment - Paid in full discount applies	
DUE DATE	PAYMENT AMOUNT
Upon Issuance	$1,720.68

MONTHLY OPTIONS – TOTAL ANNUAL ESTIMATED PREMIUM: $1,791.45			
		With AutoPay Fee: $3 per payment	Without AutoPay Fee: $4 per payment
NUMBER OF PAYMENTS	DUE DATE	PAYMENT AMOUNT	PAYMENT AMOUNT
Two	Upon Issuance	$907.45 – Initial Down Payment	$1,084.25 – Initial Down Payment
	01/08/2027	$884.00	$707.20
Four	Upon Issuance	$465.45 – Initial Down Payment	$553.85 – Initial Down Payment
	11/08/2026	$442.00	$442.00
	02/08/2027	$442.00	$442.00
	05/08/2027	$442.00	$353.60
Ten	Upon Issuance	$200.25 – Initial Down Payment	$465.49 – Initial Down Payment
	09/08/2026	$176.80	$147.80
	10/08/2026	$176.80	$147.27
	11/08/2026	$176.80	$147.27
	12/08/2026	$176.80	$147.27
	01/08/2027	$176.80	$147.27
	02/08/2027	$176.80	$147.27
	03/08/2027	$176.80	$147.27
	04/08/2027	$176.80	$147.27
	05/08/2027	$176.80	$147.27

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.

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Payment Options

CONTINUED

A payment fee is assessed on each payment invoice except where prohibited by law.

Any down payment provided will be withdrawn immediately regardless of down payment date shown.

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.

Mandatory disclosure: insuring against terrorism

Terrorism Premium: $18

Protecting your business means preparing for risks – even unlikely ones. Your policy includes coverage in the event of a terrorist attack. In order to offer that coverage, we are required to provide you the following disclosure about your premiums, coverage and related information.

Terrorism Coverage and Premium

In accordance with the federal Terrorism Risk Insurance Act (as amended "TRIA"), we are required to make coverage available under your policy for "certified acts of terrorism." The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

The portion of your premium attributable to terrorism coverage is shown above or in the premium section(s) of this quote proposal or binder.

Definition of Certified Act of Terrorism

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and

3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Disclosure of Federal Share of Terrorism Losses under TRIA

The United States Department of the Treasury will reimburse insurers for 80% of insured losses that exceed the applicable insurer deductible.

However, if aggregate industry insured losses under TRIA exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

Cap on Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed $100 billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed $100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible.

In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

Note to Producer on TRIA: The premium for terrorism coverage and the TRIA disclosures above must be provided to the insured or prospect at the time of quoting. If you are not using this quote proposal, you can use The Hartford's stand-alone TRIA disclosure form for quotes and binders, which is available on the EBC or from the company.

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Your Workers' Compensation Quote

Created: July 7, 2026

Your estimated annual premium: $1,079

For policy term:

July 8, 2026 - July 8, 2027

Quote good through: 10/04/26

Business
EWanssy Consulting, LLC
7901 4TH ST N STE 300
SAINT PETERSBURG, FL 33702-4399

Your reference number: 76 WEG CD9FAV - 003

Your Employer's Liability Insurance Limits

This pays to protect and defend you from lawsuits by injured workers.

COVERAGE	LIMITS OF INSURANCE	
Bodily Injury By Accident	**$ 500,000**	Each Accident
Bodily Injury By Disease	**$ 500,000**	Policy Limit
Bodily Injury By Disease	**$ 500,000**	Each Employee

Why Businesses Like Yours Choose The Hartford

No Down Payment Option

Flexible Payment Plans

Extra Discounts With AutoPay

*The 'No Down Payment Option' may not be available for all Spectrum® classes.
*Premium is based on information provided during the application process and is subject to change should any change be made to the policy. Examples of possible changes include, but are not limited to, changes to coverage, Named Insured(s), location(s), and effective date.

IMPORTANT MESSAGE:

- Please review the coverages and limits displayed to ensure that they are appropriate for the needs of your business.

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The Hartford is legally made up of several property and casualty affiliate companies. Depending on the state, the "writing company" may be different. Coverage in this state is provided by: Hartford Fire Insurance Company, a member company of The Hartford.

Key Coverages In Your Quote

Workers' Compensation Insurance

Your policy pays to treat, rehabilitate and replace income of workers who are injured on the job.

Owners/Officers

States with officers on your policy:

- FL- Included

Helpful Owners and Officers Info

- Owners/officers coverage ensures you and your executive team get coverage in case of a work-related injury or illness.
- Some states set their own regulations on owner/officer exclusions.
- Your personal insurance may not always cover work-related injuries.

Florida

Business Class Code and Rating

Location # 1

3004 NW 130TH TER APT 458 SUNRISE, FL 33323

Business Class Code

CLASS CODE	DESCRIPTION	RATE	BLENDED RATE	PREMIUM BASIS (Rate Per $100 of Exposure)	CLASS PREMIUM
8810	CLERICAL OFFICE EMPLOYEES NOC	0.10	0.12	67,600	$ 71.00
5192	VENDING OR COIN OPERATED MACHINES - INSTALLATIONS, SERVICE, OR REPAIR & ROUTE SALESPERSONS, DRIVERS	2.54	2.78	30,000	$ 763.00

We calculate your blended rate using policy base rates and the premium basis. It's applied to each payroll.

DESCRIPTION OF CHARGE	PREMIUM ADJUSTMENT	AMOUNT
Total Class Premium		$ 834.00
Employer Liability increased limits	0.011000	$ 9.00
Employer Liability Increase Limits balance to Minimum Premium	0	$ 66.00
Total Estimated Annual Standard Premium		$ 909.00
Expense constant	0	$ 160.00
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement $97,600.00	0.010000	$ 10.00
TOTAL STATE ESTIMATED ANNUAL PREMIUM		**$ 1,079.00**

As required by law, workers' compensation policies are subject to an annual premium audit.

Merit and Experience Mods are tentative and subject to final calculation.

To learn more about how your premium is calculated on the payroll billing method please visit:

https://www.thehartford.com/blended

Calculating Your Premium

Here's how we ensure you're paying the correct amount for your policy.

Keep in mind that the minimum annual premium required in your state is $489.00. We are not allowed to charge less than that.

At Quote

The premium for this quote is **calculated based on your projected payroll** for the next 12 months.

During Your Term

During your policy term, your payroll may change if you:

- **Hire or terminate employees**
- **Change employee compensation**
- **Change employee job functions**
- **Pay overtime that wasn't considered originally**

End of Term Audit

The state requires us to do an audit to verify we charged you correctly.

We'll look at any changes that occurred throughout the term and calculate a final, accurate premium.

We'll reach out to you after the policy term ends to complete your audit.

At the end, you'll be refunded money you overpaid or we'll bill you the remainder.

Customers who enroll in Payroll Billing pay little to no extra premium at audit.

Which Billing Plan Is Right For You?

Standard Billing

Down payment required

- Fees on every direct payment you make.
- **Estimated payments** derived from payroll projections for the year.
- More likely **to owe** during year-end premium audit.

How It Works

You choose a billing installment plan.

Your premium is broken into installments and you pay a down payment.

We notify you when it's time to pay.

Pay by the due date to avoid late fees.

Payroll Billing

No down payment

- ✓ No billing fees ever.
- ✓ **Accurate payments** based on your payroll.
- ✓ Less likely you'll have surprise bills at audit.

How It Works

You provide your payroll company details.

Your payroll company shares your exact payroll amounts with us each time it's run. We calculate your premium based on your payroll.

We send you an email indicating the amount that will be withdrawn.

We deduct the exact premium from your bank account after each payroll cycle.

Watch a video about Payroll Billing

Standard Billing Options

If you decide against Payroll Billing you have several payment plan options available to you.

Your estimated annual premium: $1,079.00

Pay in full
1 Payment of $1,079.00

Pay in installments	Down payment without Auto Pay	Down payment with Auto Pay
2 Payments	$647.40	**$539.50**
4 Payments	$323.70	**$269.75**
10 Payments	$269.76	**$107.90**

Save with AutoPay
Get a lower down payment and additional savings on billing fees

Payment Schedule

Dates and amount can change depending on when the policy is processed.

Any down payment provided will be withdrawn immediately regardless of down payment date.

	Without AutoPay **$7** fee per payment	With AutoPay **$5** fee per payment
1 Payment		
Down payment - Upon Issuance	**$1,079.00**	**$1,079.00**
2 Payments		
1. Down payment - Upon Issuance	**$647.40**	**$539.50**
2. 01/08/2027	$431.60	$539.50

Standard Billing Options

Payment Schedule (Continued)

	Without AutoPay **$7** fee per payment	With AutoPay **$5** fee per payment
4 Payments		
1. Down payment - Upon Issuance	**$323.70**	**$269.75**
2. 11/08/2026	$269.75	$269.75
3. 02/08/2027	$269.75	$269.75
4. 05/08/2027	$215.80	$269.75
10 Payments		
1. Down payment - Upon Issuance	**$269.76**	**$107.90**
2. 09/08/2026	$90.20	$107.90
3. 10/08/2026	$89.88	$107.90
4. 11/08/2026	$89.88	$107.90
5. 12/08/2026	$89.88	$107.90
6. 01/08/2027	$89.88	$107.90
7. 02/08/2027	$89.88	$107.90
8. 03/08/2027	$89.88	$107.90
9. 04/08/2027	$89.88	$107.90
10. 05/08/2027	$89.88	$107.90

You can choose to pay by debit card, check or bank transfer.

Pay online by registering at **thehartford.com/servicecenter**.

Payment Fees help us cover the administrative costs of securely handling and processing your payments. A payment fee is assessed on each payment invoice except where prohibited by law.

Proposal Signature

Acknowledged and accepted by:

_____

Signature

_____

Date

Forms and Endorsements

Your policy includes the forms listed.

FORM NUMBER	FORM NAME
100722	INSURANCE POLICY BILLING INFORMATION
97485-18	AN IMPORTANT MESSAGE TO WORKERS' COMPENSATION POLICYHOLDERS
98456	MAINTAINING YOUR PAYROLL RECORDS FOR AUDIT PURPOSES
G-3058-1	POLICY ADJUSTMENT NOTICE
G-3152-1	IMPORTANT INFORMATION FOR FLORIDA POLICYHOLDERS
G-3418-0	PRODUCER COMPENSATION NOTICE
SCPHS001	New Business Welcome Letter (PHS/PAC)
WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC000001A.1	INFORMATION PAGE
WC000001A.2	INFORMATION PAGE
WC000414A	90-DAY REPORTING REQUIREMENT- NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC090303	FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC090403C	FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT
WC090407A	FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT
WC090408A	FLORIDA INSUFFICIENT FUNDS ENDORSEMENT
WC090409	FLORIDA PREMIUM DUE DATE ENDORSEMENT
WC090606	FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT
WC090607A	FLORIDA INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDORSEMENT NOTIFICATION
WC090609A	FLORIDA CANCELLATION AND NONRENEWAL ENDORSEMENT
WC660156B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE
WC660189	Copyright Page
WC660256	IMPORTANT NOTICE TO OUR POLICYHOLDERS
WC660330S	CUSTOMER PRIVACY NOTICE
WC660341	FLORIDA WORKERS COMPENSATION INSURANCE BENEFITS DEDUCTIBLE ELECTION FORM
WC660344A	APPLICATION FOR DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM (STATE FORM 09-01A)
WC660365	IMPORTANT WC INFORMATION FOR CONTRACTORS
WC660384	HARTFORD LOSSCONNECT STUFFER
WC660451	POLICYHOLDER NOTICE OF SHORT RATE CANCELLATION PROVISIONS
WC880907B	FLORIDA POSTING NOTICE STICKER
WC880911	NOTICE FOR FLORIDA (DRUG-FREE)
WC880916D	Workers' Comp Works For You If you are injured on the job
WC880917D	FACTS FOR FL EMPLOYERS'(BROCHURE) STATE FORM #DFS-F2-DWC-65
WC990002	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY BUSINESS INSURANCE POLICY
WC990005	SCHEDULE OF OPERATIONS
WC990368	EXTENSION OF THE INFORMATION PAGE - ITEM 3.D. - ENDORSEMENTS

Forms and Endorsements

CONTINUED

FORM NUMBER	FORM NAME
WC990696	Signature Page
WC990725	EXTENSION OF THE INFORMATION PAGE - ITEM 3.D. - ENDORSEMENTS FLORIDA SPECIFIC SUPPLEMENT

Mandatory Disclosure: Insuring Against Terrorism

Protecting your business means preparing for risks - even unlikely ones. Your policy includes coverage for certain acts of terrorism. We are required to provide you the following disclosure about your terrorism coverage, premium and related information.

Terrorism Coverage and Premium

In accordance with the federal Terrorism Risk Insurance Act (as amended "TRIA"), we are required to make coverage available under your policy for "certified acts of terrorism." The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

The portion of your premium attributable to terrorism coverage is shown in the premium section(s) of this quote proposal. This offer of coverage under TRIA applies only where a premium for terrorism is shown in this quote proposal.

Definition of Certified Act of Terrorism

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

This Disclosure of Federal Share of Terrorism Losses under TRIA

The United States Department of the Treasury will reimburse insurers for 80% of insured losses that exceed the applicable insurer deductible. However, if aggregate industry insured losses under TRIA exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

Cap on Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed $100 billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed $100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible.

In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

Note to Producer on TRIA: The premium for terrorism coverage and the TRIA disclosures must be provided to the insured or prospect at the time of quoting.

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

(1) He/She/They is/are the Manager (Owner, Partner, Officer, Representative or Agent) of Ewanssy Consulting, LLC, the PROPOSER that has submitted the attached Proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

Witness Signature

ADOLPH FREDERIC

Witness Print Name and Title

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

EWanssy Consulting, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . **S**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

7901 4TH ST N, STE 300

6 City, state, and ZIP code

ST. PETERSBURG, FL 33702

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

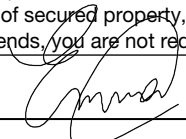
9	9	–	2	7	9	6	3	7	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 07/02/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

REQUEST FOR PROPOSALS

Vending Machine Services

RFP 26-0709200

City of Opa-Locka, Florida

Submitted by:

Luxurious Machine LLC

Hollywood, Florida

(954) 549.42.89

Submission Date: July 8, 2026

Letter of Transmittal

July 8, 2026

City Clerk / committee,

Luxurious Machine LLC is pleased to submit this proposal for Vending Machine Services for the City of Opa-Locka, as described in RFP 26-0709200.

We fully understand the scope of the project and the requirements outlined in the RFP document. With over 7 years of experience in the vending machine industry and a proven track record serving governmental entities and municipalities in Florida, we are confident in our ability to provide world-class vending services.

Our proposal includes:

- Modern machines with cashless payment options
- Frequent restocking service (1-3times per week)
- Problem response within 24 hours
- Competitive commission of 17% per year to the city
- Commitment to customer satisfaction and clean operations, the authorized representatives of Luxurious Machine LLC are:

RANDY ABOU ASSAF

General Manager

Email:luxuriosmachine@gmail.com

Phone: (954) 549.42.89

We certify that this proposal is genuine and that all RFP documents have been carefully examined and understood. We are committed to providing exceptional services to the City of Opa-Locka.

Respectfully submitted,

RANDY ABOU ASSAF

General Manager

Luxurious Machine LLC

3. Experience and Qualifications

Industry Experience

Luxurious Machine LLC has been successfully operating in the vending machine industry in Florida for 7 years. During this time, we have:

- Installed and maintained over 150 vending machines
- Achieved 98% customer satisfaction rate
- Generated over 60.000 thousand in combined revenues for our clients

Key Qualifications

- Active Florida contractor license
- Food safety and handling certifications
- ADA (Accessibility) trained personnel
- Experience with cashless payment systems
- Comprehensive insurance coverage
- Full E-Verify compliance

4. Technical Approach and Service Plan

General Operation Plan

Luxurious Machine LLC will implement the following operations for the City of Opa-Locka sites:

Machine Installation

- Site evaluation in coordination with the City
- Professional installation within 2 weeks of approval
- Complete equipment setup and testing
- City personnel training if needed

Restocking and Maintenance

- Scheduled restocking: 1-2 times per week
- Visual inspection during each visit
- Daily exterior glass cleaning

• Occupancy sensors to optimize deliveries

• Reliable money acceptors

• Easy cleaning and maintenance

Cashless Payment Options

All machines will be equipped with modern payment systems:

• Credit/debit card readers

• QR code scanning for mobile payments

• Apple Pay and Google Pay compatibility

• Integrated change maker for convenience

Product Variety

We will offer a balanced mix of products:

Snacks

• Healthy options: nuts, granola bars, dried fruits

• Traditional options: chips, cookies, candy

• Popular recognized brands

Beverages

• Bottled water (16 oz and 20 oz)

• Low-sugar and sugar-free beverages

• Select energy drinks

• Sports drinks

• Regular and diet soft drinks

All products will comply with health and hygiene regulations. We use recognized suppliers and guarantee proper product rotation to ensure fresh products.

6. Customer Service and Maintenance

Customer Contact

• Contact information visible on each machine

• Dedicated phone line: (954) 549.42.89

Luxurious Machine LLC proposes the following firm retail pricing for the products offered in the vending machines:

Product	Retail Price
Snack (chips, crackers, etc.)	$1.50
Candy	$2.25
Chocolate bar	$2.50
Soda can (12 oz)	$2.00
Bottled beverage (16 oz)	$2.50
Bottled beverage (20 oz)	$3.00
Energy drink	$4.50

Payment Terms

- Calculation basis: Gross vending machine sales net of taxes and bottle deposits
- Payment frequency: Quarterly, in arrears
- Reports: Detailed, with product breakdown
- Audits: Verifiable through electronic systems
- Complete transparency: Public reports available

Included Costs

Luxurious Machine LLC will assume all of the following costs:

- Equipment supply and installation
- Products (snacks and beverages)
- Restocking and service
- Repairs and maintenance
- Insurance
- Monitoring and reporting
- Regulatory compliance

Benefits to the City

Estimated annual revenue projection (based on similar installations):

Location	Est. Sales	Commission 17%
Municipal Complex	$28,000	$4,760
Sherbondy Village	$24,000	$4,080
Public Works	$20,000	$3,400

Gallery of pictures:

9. Executive Summary

Luxurious machine LLC presents this proposal as the ideal option for providing comprehensive vending machine services to the City of Opa-Locka. Our commitment to excellence, innovation, and customer satisfaction sets us apart in the industry.

Why Choose Luxurious Machine LLC:

- Proven Experience: 7 years serving Florida municipalities
- Competitive Commission: 17% throughout all 5 years
- Modern Technology: Cashless payment machines with remote monitoring
- Responsive Service: Guaranteed 24-hour response
- Quality Products: Balanced variety with healthy options
- Full Compliance: Insurance, ADA, health regulations
- Dedicated Staff: Experienced and trained team
- Transparency: Detailed reports and regular audits

We look forward to the opportunity to partner with the City of Opa-Locka and provide exceptional vending services to its employees, visitors, and the public. We are confident that our proposal represents the best value solution for the city.

Thank you for considering Luxurious Machine LLC.

ANTI-KICKBACK AFFIDAVIT

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

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

By: Randy Abou

Title: CEO

Sworn to and subscribed before me this

06 day of July, 2026

Notary Public,
State of Florida at Large
My Commission Expires: Feb, 12 2027

RAFAEL A PINTO
Notary Public-State of Florida
Commission # HH 324148
My Commission Expires
February 12, 2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: DEBRA KEJBOU
Renew Insurance LLC 16533 NW 57 Ave Miami Gardens FL 33014	PHONE (A/C, No, Ext): (305) 624-7300 FAX (A/C, No): (305) 624-4988 E-MAIL ADDRESS: info@renewinsurance.us

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
LUXURIOUS MACHINE LLC 2151 TAFT ST APT 304 HOLLYWOOD FL 33020	INSURER A : BURLINGTON INSURANCE COMPANY	
	INSURER B : EVANSTON INSURANCE COMPANY	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	535B541358	02/01/2025	02/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EZS3251317	7/6/2026	02/01/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF OPA-LOCKA
OFFICE OF THE CLERK
780 FISHERMAN STREET 4TH FLOOR
OPA-LOCKA FL 33054

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Debbie Kejbar

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature _____

Printed Name Randy Abou

DRUG-FREE WORKPLACE CERTIFICATIONFORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Randy Abou (Name) the CEO (Title/Position) of luxurios Machine LLC (Company)

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

7/6/2026 (Date) _____ (Signature)

E-VERIFY

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

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

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

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

NON-DISCRIMINATION AFFIDAVIT

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

By: Randy Abou

Title: CEO

State of Florida County of Broward

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☑ online notarizations this 06th day of July, 2026.

By RANDY Abou

Personally known ___ OR produced identification ✓ FLDL A239-712-17-400-0

Notary Public

My Commission Expires FEB 12 2027

RAFAEL A PINTO
Notary Public-State of Florida
Commission # HH 324148
My Commission Expires
February 12, 2027

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

   Name: Randy Abou Assaf Richani

   Address: 2751 taft. 304, Hollywood FL

   City, State, Zip: Hollywood FL, 33020 Phone/Fax: 954 5494289

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

3. If Corporation, state:
   Date of Incorporation: _____ State in which Incorporated: _____

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

5. Name and Title of Principal Officers — Date Elected:

Randy CEO	9/2022

6. The length of time in business: 4 years

7. The length of time (continuous) in business as a service organization in Florida: 4 years

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

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

BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/25/2025 **EXPIRATION DATE:** 2/25/2027

PERSON: RANDY ABOU ASSAF RICHANI SR **EMAIL:** LUXURIOUSMACHINE@GMAIL.COM

FEIN: 920297602

BUSINESS NAME AND ADDRESS:

LUXURIOUS MACHINE LLC

2751 TAFT ST APT 304

HOLLYWOOD, FL 33020

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT E02084329 QUESTIONS? (850) 413-1609
RULE 69L-6.012, F.A.C. REVISED 08/2025

CITY OF OPA-LOCKA

RFP-26-0709200 Vendor Machine Services

July 27, 2026 @ 3:00 P.M.

Evaluation Meeting, 780 FISHERMAN STREET, 3th floor, OPA-LOCKA, FL 33054

NAME	COMPANY NAME	EMAIL	PHONE #
Yesly Guillén	City of Opa-locka	yguillen@opalockafl.gov	(305) 953-2868.
CARLOS GONZALEZ	City of Opa-locka	cgonzalez@opalockafl.gov	305.953.2868 x1451
Adelina Gross	City of Opa-locka	agross@opalockafl.gov	305953-2868 x3001
GERALD LEE	City of Opalocka	glee@opalockafl.gov	305953-2868

RFP-26-0709200 Vendor Machine Services

Criterion	Weight	Description	Rating Scale	
Technical Approach & Service Program	25%	Evaluation of the proposer's overall plan to provide vending services, including installation, stocking frequency, service response times, staffing, monitoring systems, and operational controls.	0	Fails to Fit
Experience & Qualifications	25%	Evaluation of the proposer's experience providing similar services, particularly in municipal, institutional, or high-traffic environments.	1	Poor Fit
Equipment, Technology & Product Offering	15%	Evaluation of the quality, reliability, and technological capabilities of the proposed machines, as well as the variety and quality of product offerings.	2	Fair Fit
Customer Service & Maintenance	15%	Evaluation of customer support systems and ability to minimize downtime.	3	Good Fit
Value to the City (Commission/Rebate Structure)	20%	Evaluation of financial returns or added value offered to the City.	4	Very Good Fit
Total	**100%**		5	Excellent Fit

EVALUATION FORM

RFP-26-0709200 Vendor Machine Services

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

Reviewer Name: CARLOS GONZALEZ **Date:** 7-27-26

Signature:

Firm Name: Luxurious Machine

Evaluation

Criterion	Rating
Technical Approach & Service Program	6
Experience & Qualifications	5
Equipment, Technology & Product Offering	5
Customer Service & Maintenance	5
Value to the City (Commission/Rebate Structure)	4

Notes:

- Started 2022
- 17% commission payable to the City.
- Local company.
-

Firm Name: Ewanssy Consulting, LLC

Evaluation

Criterion	Rating
Technical Approach & Service Program	5
Experience & Qualifications	5
Equipment, Technology & Product Offering	5
Customer Service & Maintenance	5
Value to the City (Commission/Rebate Structure)	5

Notes:

- 30% commission payable to the City
- 2yrs.
-

EVALUATION FORM

RFP-26-0709200 Vendor Machine Services

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

Reviewer Name: Yesly Guillen. **Date:** 7/27/26.

Signature:

Firm Name: Luxurious Machine

Evaluation

Criterion	Rating
Technical Approach & Service Program	4
Experience & Qualifications	3
Equipment, Technology & Product Offering	4
Customer Service & Maintenance	5
Value to the City (Commission/Rebate Structure)	3

Notes:

Business specialized in Vending Machines. Only 4 years in business w. Prior experience. No experience in Government Fixed Rate Commission of 17% for the 1st Year Term & 4 Renewal.

Firm Name: Ewanssy Consulting, LLC

Evaluation

Criterion	Rating
Technical Approach & Service Program	4.
Experience & Qualifications	3
Equipment, Technology & Product Offering	4
Customer Service & Maintenance	5
Value to the City (Commission/Rebate Structure)	5.

Notes:

Consultant specialized in Accounting, Bookkeeping, Financial Mgmt., Administrative Services & Vending Machine, however w. no previous experience w. Vending Machine Contracts., 2 years in Business. Fixed Rate Commission of 30% for the 1 Year contract & the 4 year Renewals.

EVALUATION FORM

RFP-26-0709200 Vendor Machine Services

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

Reviewer Name: Adelina Gross **Date:** 07/27/26

Signature: Adelina Gross

Firm Name: Luxurious Machine

Evaluation

Criterion	Rating
Technical Approach & Service Program	5
Experience & Qualifications	5
Equipment, Technology & Product Offering	5
Customer Service & Maintenance	5
Value to the City (Commission/Rebate Structure)	3 AG

Notes:

Experience and good service offered only disadvantage as the rebate/commission to the City is low open to renegotiate

Firm Name: Ewanssy Consulting, LLC

Evaluation

Criterion	Rating
Technical Approach & Service Program	4
Experience & Qualifications	1
Equipment, Technology & Product Offering	4
Customer Service & Maintenance	5
Value to the City (Commission/Rebate Structure)	4

Notes:

No previous experience with vending machine services and no additional customers being served at this moment. Commission/ Rebate is high for the term of contract

EVALUATION FORM

RFP-26-0709200 Vendor Machine Services

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

Reviewer Name: GERALD LEE **Date:** 7/27/26

Signature:

Firm Name: Luxurious Machine

Evaluation

Criterion	Rating
Technical Approach & Service Program	3
Experience & Qualifications	3
Equipment, Technology & Product Offering	3
Customer Service & Maintenance	3
Value to the City (Commission/Rebate Structure)	3

Notes:

FOUR YRS EXPERIENCE

PAY OPTIONS INVENTORY MANAGEMENT

Firm Name: Ewanssy Consulting, LLC

Evaluation

Criterion	Rating
Technical Approach & Service Program	3
Experience & Qualifications	1
Equipment, Technology & Product Offering	3
Customer Service & Maintenance	3
Value to the City (Commission/Rebate Structure)	4

Notes:

ONLY 2 YRS EXP.
PRODUCT LIST SHOWN
PAY OPTIONS

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH LEAD BY EXAMPLE ELITE LLC TO PROVIDE A BASKETBALL PROGRAM FOR THE CITY AT SHERBONDY VILLAGE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Lead By Example Elite LLC is an active youth basketball development and Amateur Athletic Union program that proposes to provide training and development sessions for youth basketball players in the City of Opa-Locka ("City"); and

WHEREAS, the proposed program will use the gymnasium, outdoor courts, weight room and pool access at Sherbondy Village pursuant to the following schedule: Monday through Friday from 2:00 p.m. to 8:00 p.m. and Saturday from 9:00 a.m. to 6:00 p.m.; the weight room Monday and Wednesday from 6:00 p.m. to 8:00 p.m.; and the pool Tuesday and Friday from 4:00 p.m. to 6:00 p.m., subject to City scheduling and priority use; and

WHEREAS, Lead By Example Elite LLC proposes to remodel the wood flooring, paint interior walls, and replace the inoperable scoreboard, subject to prior City approval of plans, permits, construction responsibility, warranties, and ownership of improvements; and

WHEREAS, the monthly facility use fee shall be Five Thousand Dollars ($5,000.00) per month for one (1) year, generating Sixty Thousand Dollars ($60,000.00) in annual City revenue; and

WHEREAS, structured youth athletics and responsible use of City recreational facilities serve a public purpose; and

WHEREAS, the City Commission finds that authorizing the City Manager to execute a Facility Use Agreement with Lead By Example Elite LLC, attached hereto as Exhibit "A", for a one-year term and a monthly use fee of Five Thousand Dollars ($5,000.00) is in the best interests of the City and its residents.

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

SECTION 1. RECITALS ADOPTED.
The foregoing recitals are incorporated into this Resolution.

SECTION 2. AGREEMENT AUTHORIZED.
The City Commission hereby authorizes the City Manager to execute a Facility Use Agreement with Lead By Example Elite LLC, attached hereto as Exhibit "A", for a one-year term and a monthly use fee of Five Thousand Dollars ($5,000.00).

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered, and corrections of typographical errors that do not affect the intent may be authorized by the City Manager following review and approval by the City Attorney, without need of public hearing.

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

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

City of Opa-locka
Agenda Cover Memo

City Manager:	Sha'mecca Lawson			**CM Signature:**				
Commission Meeting Date:	09.09.2026		**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**	
			Public Hearing: *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**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:**		City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH LEAD BY EXAMPLE ELITE, LLC TO SERVE AS A BASKETBALL PROGRAM FOR THE CITY.

Staff Summary:

Lead By Example Elite is a prominent youth basketball development and Amateur Athletic Union program that trains players through competitive exposure, camps, and skill sessions. The organization desires to conduct training and development sessions for youth basketball players within the gymnasium, outdoor courts, weight room and pool access at Sherbondy Village per the following schedule:

- **Indoor or outdoor basketball courts:** Monday-Friday 2:00PM-8:00PM and Saturdays 9:00AM-6:00PM.
- **Weight room:** Mondays and Wednesdays 6:00PM-8:00PM
- **Pool:** Tuesdays and Friday 4:00PM-6:00PM

User desires and proposes to make improvements to the Sherbondy Village gymnasium to include a complete remodel to the wood flooring, painting to the interior walls and the replacement of the scoreboard.

The monthly facility use fee shall be $5,000 for the duration of the one (1) year agreement.

Financial Impact: This agreement will generate $60,000 annually for the city.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

PARKS AND RECREATION DEPARTMENT
FIELD USAGE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2026 by and between the CITY OF OPA-LOCKA, a political subdivision of the State of Florida, hereinafter referred to as "City" and, Lead by Example Elite, LLC hereinafter referred to as "User" for the use of certain park recreational multipurpose fields within the City, as more particularly described herein.

WHEREAS, the City owns and/or operates certain parks, gymnasiums and athletic fields, which are intended for recreational purposes; and

WHEREAS, the City desires to offer a wide variety of recreational and sporting activities for residents and the surrounding communities on a year-round basis; and

WHEREAS, the City desires to enter into a written agreement to allow use of the Sherbondy Village's gymnasium, outdoor basketball courts, weight room and pool access for recreational purposes as set forth herein; and

WHEREAS, User desires to conduct training and development sessions for youth basketball players within the gymnasium, outdoor courts, weight room and pool access at Sherbondy Village during normal operating hours, **Monday-Friday** between **2:00PM** and **8:00PM** and on Saturdays **9:00AM** to **6:00PM**.

NOW THEREFORE, in consideration of the mutual terms and conditions, the Parties agree as follows:

1. The foregoing "Whereas" clauses are hereby confirmed as being true and correct and are hereby incorporated into this Agreement as a part thereof.

2. The City agrees to allow User to utilize the City's gymnasium, outdoor courts, weight room and pool access for the time period specified in Appendix "A" attached hereto.

3. The parties agree that activities sponsored and/or operated by the City's Parks and Recreation Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.

Obligations of User

4. User shall comply with all statutes, City ordinances, rules, orders, regulations and requirements of the Federal, State, County and City government as may be applicable to the use of such recreational areas, for the safety of the public and the correction, prevention and abatement of nuisances or other grievances in connection with the use of the park and youth fields hereunder.

5. User shall indemnify and hold harmless the City from and against all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the park for which this agreement is entered into, or its agents, employees, invitees, participants and all other persons, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of defense of any such claim, suit or action, and the investigation thereof. Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of cities and counties as are set forth in Section 768.28, Florida Statutes.

6. User shall provide at its own cost and expense, a comprehensive liability insurance policy insuring the City against claims for bodily injury, death and property damage in the amount of no less than One Million Dollars ($1,000,000.00) for each occurrence, or another amount as determined by the City Manager. The City of Opa-locka shall be named as an additional insured under the terms of the policy and shall be provided with a standard form of certificate of insurance at least seven (7) days before the implementation of this Agreement, which shall contain a requirement for thirty (30) calendar days prior notice of cancellation to the City in the event of cancellation thereof.

7. User shall provide W-9 and E-Verify at least seven (7) days before the implementation of this Agreement.

8. User agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of, its operation under this Agreement. User further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this Agreement, including the costs associated therewith.

9. User agrees that it shall not discriminate against any person on the basis of race, color, religion or gender in its use of the aforementioned facilities.

10. User desires and proposes to make improvements to the Sherbondy Village gymnasium to include a complete remodel to the wood flooring, painting to the interior walls and the replacement of the scoreboard.

11. User agrees that it shall not make, or permit to be made, any additional structural changes, modifications or improvements to the aforementioned facilities, except upon written approval of the City Manager. Any changes or improvements made with written approval of the City shall remain as part of the facility at the end of the term of this Agreement.

12. User will provide daily maintenance of the city's gymnasium and outdoor basketball courts throughout agreement period.

13. The user is responsible for providing adult supervision in all designated areas being used throughout the entire duration of use.

14. User shall provide at each facility for the duration of each event, as indicated on Appendix "A", a First Aid kit in a form acceptable to the City. Evidence of such provision shall be provided to the Parks and Recreation Director or his/her designee prior to the commencement of each activity, or as deemed necessary by the Parks and Recreation Director.

15. User shall require that all organization officials, board members, coaches, volunteers and instructors undergo Level 2 background screening prior to supervising children. The background screening shall be performed by a City vendor and paid for by the User.

Obligations of City

16. City may, in its sole discretion, limit the use of the gymnasium, outdoor courts, weight room and pool to prevent overuse, misuse or abuse of the areas.

17. City reserves the right to determine the suitability of any particular facility for use under this Agreement. City shall bear no responsibility, nor shall User seek any redress, for User's inability to use a facility as provided herein, when, in the reasonable determination of the City, a facility (or facilities) is deemed to be unsuitable for use for any period of time.

18. At all times, City shall administer and enforce all applicable City codes, policies and procedures. City shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.

19. City reserves the right to cancel, reschedule or change the location for any activities held at any of the City's facilities. The City may attempt to provide an alternative location for User if facilities are not available, but City is under no obligation to provide such replacement facilities to User.

20. City will not be responsible for outfitting the gymnasium in any form for the use of the organization.

Term of Agreement

21. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

22. This Agreement shall be effective on a month-to-month basis for a twelve (12) month period to conclude at the end of the program as proposed herein. This Agreement may be renewed or

renegotiated; however, any such modifications shall not be binding upon either party unless made in writing and accepted by both parties. No oral modifications may be made to this Agreement.

Additional Provisions

23. User acknowledges and agrees that if any organization official, board member, coach, volunteer or instructor has not successfully passed a Level II background screening prior to working with minors on City of Opa-locka property, that person will be deemed to be trespassing on City property and may be subject to removal by law enforcement upon request by the City.

24. Notwithstanding this Agreement, or any Agreement to the contrary, User acknowledges and agrees that in the event City and User desire to use a City facility at the same time, or in the event that any similar usage conflict develops, City shall have priority over User for the use of said facility.

25. City reserves the right to cancel, reschedule or change the location for any activities held at any of the City's facilities with three (3) days' notice to User and the disclosure of the proposed times. The City may attempt to provide an alternative location for User if facilities are not available, but City is under no obligation to provide such replacement facilities to User.

26. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the City shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which the City may be entitled.

27. This Agreement and its attachments constitute the sole and only Agreement of the parties and sets forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

28. The services to be provided by the User pursuant to this Agreement shall be nonexclusive, and nothing shall preclude the City from engaging other persons or entities to provide similar services at the City's facilities.

29. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.

30. User and its employees and agents shall be deemed to be independent and not City agents or employees. The User, its employees or agents shall not attain any rights or benefits under the City's retirement plan, nor any rights generally afforded the City's classified or unclassified employees, nor shall User be deemed entitled to the Florida Workers' Compensation benefits as a City employee.

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:

_____ BY:_____

Joanna Fores, City Clerk John Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____ _____

Burnadette Norris-Weeks, P. A, City Attorney Shamecca Lawson, City Manager

WITNESSES:

_____ _____

Lead By Example Elite, LLC

_____

ATTEST:

_____

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

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires:

APPENDIX "A"
SCOPE OF SERVICES

1. User shall furnish recreational/instructional services in the area of "Youth Sports Programming" through practices.

2. City will permit the User to utilize the gymnasium, outdoor basketball courts, weight room and pool access, during the following days and times:

    - **Indoor or outdoor basketball courts:** Monday-Friday 2:00PM-8:00PM and Saturdays 9:00AM-6:00PM.
    - **Weight room:** Mondays and Wednesdays 6:00PM-8:00PM
    - **Pool:** Tuesdays and Fridays 4:00PM-6:00PM

    The proposed start date of this program is October 1, 2026**,** the on-going program is expected to run throughout September 30, 2027.

3. City reserves the right, in its sole exclusive discretion, to change the days and times that the City's facilities may be utilized by the User. In addition, the City reserves the right to establish and enforce limits on the number of hours and number of User's personnel that will be allowed to conduct services/instructional sessions within the facilities stated herein any particular day and time.

4. User shall pay usage fees to the City for the use of the City's gymnasium, outdoor basketball courts, weight room and pool access in accordance with an agreed upon schedule.

    The monthly facility use fee shall be $5,000 for the duration of the program to be paid by the 5th day of each month.

    All payments made after the 5th day of each month will incur a late charge of 5% of the payment which is past due.

5. All payments must be made in the form of a debit card, check, money order, or certified check. In case of a problem with a check, all further payments will have to be in the form of a money order or certified check. All of the User's clients must be considered positive members of society, in good standing with all laws, of the City, Miami-Dade County and State of Florida. City reserves the right to refuse User services to any client of the User who may be considered a threat of any type to any patron, volunteer, or staff of the City or inconsistent with the sound image of the City.

6. User will utilize its best efforts to promote the City of Opa-locka in all of their games, practices, and/or performances throughout the State of Florida.

7. Unless otherwise agreed upon in writing by both User and the City, User shall promote and recruit from the residents of the City first and foremost and then spread to beyond the city

limits for its Programs. City may position banners at both parks promoting the User's programs. In such case, User will provide the banners and will be responsible for replacing the banners in case they are lost, stolen, or damaged. City reserves the right to remove the banners in case of any weather threats or because of inadequate signage. All banners must be approved by the City prior to being positioned.

8. User shall register all Program participants and collect and record any fees from Program participants. All Opa-locka residents shall be permitted to participate in the youth basketball program at no cost.

9. No vehicle shall be allowed on the field. All organization's and visitor's vehicles shall be parked in the Park's parking lot. Violation of this condition may result in a fine ranging from $50 per incident to $250 or revocation of the permit.

10. User will be responsible for all transportation necessary to any away Program activities.

11. User shall be responsible for cleaning all utilized areas after usage. Failure to comply will result in an additional cleaning surcharge fee ranging from $50.00 to $250.00 per occurrence depending on the severity of the offense.

12. A copy of the additional insured certificate must be made available with the approved facility permit no less than fifteen (15) days prior to the start of any intended programming. Additional requests may be made at the time of permitting by City staff.

13. User shall supply any and all awards for players and volunteers-if applicable.

14. User shall in all best efforts show involvement and active participation in all City events and activities.

15. User agrees to employ City residents, whenever possible, to assist in execution of program services.

16. Any new programs or additional usage requests for different uses must be made in writing and ratified as an amendment to this agreement prior to commencement of said program.

17. Use of alcohol or smoking is prohibited by User or any patrons associated with User's scheduled activity. All City ordinances, rules & regulations must be upheld by the User and program participants at all times.

18. The term of Agreement shall commence upon the date of execution hereof and shall remain in effect on a month-to-month period until the completion of the program not to exceed 12 months. Program will be evaluated at end of session in consideration for renewal of agreement and/or addition of programs.

19. User will be responsible for any (minor or major) damage to city property. User will be billed separately for any repairs needed during this agreement, whether accidental, negligent or any

there other. If such action takes place, user will have thirty (30) days from the date of occurrence to make payment for repairs.

20. User will be responsible for any training of volunteers to properly instruct Program participants. Proper training is expected for each sport or activity in accordance with the governing body of such league or sporting organization that the Program is a part of.

21. User will be responsible for City Police Special Detail Fees to cover duration of rental in all occurrences in which attendees exceeds 50 people during a competitive sporting event. User shall provide a schedule to the Parks and Recreation Director of days that require Police detail. User shall submit proof and approval of payment with signed affidavits from City of Opa-locka Police Department.

22. City staff will open and close Park entrance gate(s) for User. No key to the Park and/or of the Park facility will be provided to User.

23. This facility usage agreement is for the use of the Sherbondy Village gymnasium, outdoor basketball courts, weight room, swimming pool and restrooms only. Access to other parts of the Park facility is prohibited.

24. Only persons that undergo the City's background screening successfully will be allowed on the premises to coach or work with the children in the Park at all times.

2026 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 20, 2026
Secretary of State

DOCUMENT# L25000343490

Entity Name: LEAD BY EXAMPLE ELITE LLC

1482925635CC

Current Principal Place of Business:

2413 MAIN ST, SUITE 180
MIRAMAR, FL 33025

Current Mailing Address:

2413 MAIN ST, SUITE 180
MIRAMAR, FL 33025 US

FEI Number: 39-2936640

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

ROBINSON, MARK
2413 MAIN ST, SUITE 180
MIRAMAR, FL 33025 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	P
Name	ROBINSON, MARK
Address	2413 MAIN ST, SUITE 180
City-State-Zip:	MIRAMAR FL 33025

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: MARK A ROBINSON PRESIDENT 02/20/2026

Electronic Signature of Signing Authorized Person(s) Detail — Date

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONFIRMING THE CITY'S AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION'S APPROVAL OF THE SPECIAL MAGISTRATE'S RECOMMENDATIONS IN PERC CASE NO. SM-2025-028; APPROVING THE CONFORMING TERMS ATTACHED AS EXHIBIT "A"; AUTHORIZING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka (the "City") and the Dade County Police Benevolent Association (the "PBA") were parties to a collective-bargaining impasse concerning negotiations for an agreement, styled Dade County PBA v. City of Opa-Locka, PERC Case No. SM-2025-028; and

WHEREAS, the Special Magistrate issued a Recommended Decision dated June 11, 2026, addressing the unresolved impasse issues; and

WHEREAS, the City and the PBA have approved the Special Magistrate's recommendations and desire to incorporate the approved recommendations into their collective-bargaining agreement; and

WHEREAS, the conforming terms reflecting the approved recommendations are set forth in the document attached hereto and incorporated herein as Exhibit "A";

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

SECTION 1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. APPROVAL. The City Commission confirms and approves the Special Magistrate's recommendations in PERC Case No. SM-2025-028, as mutually approved by the City and the PBA, and approves the conforming terms set forth in Exhibit "A."

SECTION 3. IMPLEMENTATION. The City Manager is authorized to finalize, execute, and implement the successor collective-bargaining agreement and any related documents necessary to carry out this Resolution, subject to approval by the City Attorney as to form and legal sufficiency. The City Manager and City Attorney may make non-substantive conforming changes that do not alter the approved material terms.

SECTION 4. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered, and corrections of typographical errors that do not affect the intent may be authorized by the City Manager following review and approval by the City Attorney, without the need for a public hearing, by filing a corrected copy with the City Clerk.

SECTION 5. EFFECTIVE DATE.
This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2026.

_____
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: _____
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			**City Manger's Signature:**			
Commission Meeting Date:	09.09.2026		**Item Type:** *(Enter X in the box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in the box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in the box)*		**1st Reading**		**2nd Reading**
		X	**Public Hearing:** *(Enter X in the box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#:*	*(Enter Fund & Dept.)*		**Advertising Requirement:** *(Enter X in the box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in the box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**		*N/A*		
		X					
Strategic Plan Related *(Enter X in the box)*	**Yes**	**No**	**Strategic Plan Priority Area:** Enhance Organization ☐ Bus. & Economic Development ■ Public Safety ■ Quality of Education ☐ Qual. of Life & City Image ■ Communication ☐		**Strategic Plan Obj./Strategy:** (*list the specific objective/strategy this item will address)*		
	X						
Sponsor Name:	City Manager		**Department:**		City Manager		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONFIRMING THE CITY'S AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION'S APPROVAL OF THE SPECIAL MAGISTRATE'S RECOMMENDATIONS IN PERC CASE NO. SM-2025-028; APPROVING THE CONFORMING TERMS ATTACHED AS EXHIBIT "A"; AUTHORIZING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City of Opa-Locka (the "City") and the Dade County Police Benevolent Association (the "PBA") were parties to a collective-bargaining impasse concerning negotiations for an agreement, styled Dade County PBA v. City of Opa-Locka, PERC Case No. SM-2025. The Special Magistrate issued a Recommended Decision dated June 11, 2026, addressing the unresolved impasse issues. The City and the PBA have approved the Special Magistrate's recommendations and desire to incorporate the

approved recommendations into their collective-bargaining agreement. The conforming terms reflecting the approved recommendations are set forth in the supporting documents.

Financial Impact- The provisions in the Recommended Decision call for salary increase for FY25, FY 26 and FY 27 in the amount of 7%, 5%, & 5% respectively for a total of 17% over 3 years. The cumulative cost of these salary increases amounts to $1,197513. This impact is included in the Proposed FY 27 Budget.

Proposed Action:
Staff recommends the approval of this legislation.
Attachment(s):

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE CITY'S ACCEPTANCE OF FISCAL YEAR 2026-2027 FUNDING, FOR AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS ($5,000.00), FOR THE ALERT TODAY FLORIDA HIGH VISIBILITY ENFORCEMENT PROGRAM FOR PEDESTRIAN AND BICYCLE SAFETY, FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION THROUGH THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT AT THE UNIVERSITY OF NORTH FLORIDA; AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT, CONTRACT, AND RELATED DOCUMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation (FOOT), through the Institute of Police Technology and Management (IPTM) at the University of North Florida, has selected the Opa-Locka Police Department as a priority agency to participate in the Alert Today Florida's High Visibility Enforcement (HVE) for Pedestrian and Bicycle Safety Program; and

WHEREAS, this initiative is designed to reduce traffic crashes that result in serious and fatal injuries to pedestrians and cyclists through target ed education and enforcement operations; and

WHEREAS, FDOT has allocated Five Thousand Dollars ($5,000.00) in overtime reimbursement funding for the Police Department to conduct high visibility enforcement in areas within the City's jurisdiction with historically high rates of pedestrian and bicycle-related injuries and fatalities; and

WHEREAS, participation in this program supports the City's efforts to improve roadway safety and reduce fatal and serious injury crashes involving vulnerable road users. The enforcement operations will focus on compliance with pedestrian and bicycle traffic statutes and public education on safe roadway behaviors; and

WHEREAS, the City of Opa-Locka will receive up to Five Thousand Dollars ($5,000.00) to cover Police Department overtime in implementing the High Visibility Enforcement for Pedestrian and Bicycle Safety Program; and

WHEREAS, because the funding letter conditioned the agency-specific allocation on applying by August 31, 2026, City Administration is seeking ratification of the acceptance of the funding and authorization to execute the accompanying contract and other necessary documents to effectuate acceptance of the funding; and

WHEREAS, the City Commission desires to authorize participation in the program, accept up to Five Thousand Dollars ($5,000.00) in overtime reimbursement funding, authorize execution of the necessary agreement and related documents, and ratify any timely Letter of Support, application, or administrative action previously taken to preserve the funding opportunity; and

WHEREAS, the City will receive reimbursement of eligible Police Department overtime costs up to the approved amount, and no expenditure or obligation in excess of the awarded funds shall be incurred unless separately authorized and lawfully appropriated; and

WHEREAS, the City Commission finds that ratification and acceptance of Fiscal Year 2026-2027 funding in an amount not to exceed Five Thousand Dollars ($5,000.00) for the Alert Today Florida High Visibility Enforcement Program for Pedestrian and Bicycle Safety, made available by FDOT through IPTM at the University of North Florida, is in the best interest of the City and its residents. Further authorizing the City Manager to execute the necessary agreement and related documents.

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. RATIFICATION/ACCEPTANCE OF FUNDING.
The City Commission hereby ratifies acceptance of the Fiscal Year 2026-2027 funding in an amount not to exceed Five Thousand Dollars ($5,000.00) for the Alert Today Florida High Visibility Enforcement Program for Pedestrian and Bicycle Safety, made available by FDOT through IPTM at the University of North Florida, is in the best interest of the City and its residents. Further authorizing the City Manager to execute the necessary agreement and related documents.

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

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

PASSED and ADOPTED this _____ day of _____, 2026.

_____
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: _____

Seconded by: _____

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

City of Opa-locka
Agenda Cover Memo

Department Director:	Robin Starks			**Department Director Signature:**			
City Manager:	Sha'mecca Lawson			**CM Signature:**			
Commission Meeting Date:	09.09.2026		**Item Type:** *(Enter X in the box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in the box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in the box)*		**1st Reading**		**2nd Reading**
		X	**Public Hearing:** *(Enter X in the box)*		**Yes**	**No**	**Yes** / **No**
						X	X
Funding Source: *Account#:*	*(Enter Fund & Dept.)* See Financial Impact Section		**Advertising Requirement:** *(Enter X in the box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in the box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in the box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		Enhance Organization ☐ Bus. & Economic Development ☐ Public Safety ■ Quality of Education ☐ Qual. of Life & City Image ■ Communication ☐				
Sponsor Name:	City Manager		**Department:**		Police Department		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO ACCEPT THE FY2026-2027 FUNDING FOR HIGH VISIBILITY ENFORCEMENT FOR PEDESTRIAN AND BICYCLE SAFETY GRANT AND FURTHER AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT.

Staff Summary:

The Florida Department of Transportation (FDOT), through the Institute of Police Technology and Management (IPTM) at the University of North Florida, has selected the Opa-locka Police Department as a priority agency to participate in the Alert Today Florida's High Visibility Enforcement (HVE) for Pedestrian and Bicycle Safety Program. This initiative is designed to reduce traffic crashes that result in serious and fatal injuries to pedestrians and cyclists through targeted education and enforcement operations.

FDOT has allocated Five Thousand ($5,000.00) Dollars in overtime reimbursement funding for the Police Department to conduct high visibility enforcement in areas within our jurisdiction with historically high rates of pedestrian and bicycle-related injuries and fatalities.

Participation in this program supports the City's efforts to improve roadway safety and reduce fatal and serious injury crashes involving vulnerable road users. The enforcement operations will focus on compliance with pedestrian and bicycle traffic statutes and public education on safe roadway behaviors.

Financial Impact: The City will receive up to $5,000.00 to cover Police Department overtime in implementing the High Visibility Enforcement for Pedestrian and Bicycle Safety Program.

Proposed Action:

Staff recommends that the City Commission adopt a resolution authorizing the acceptance of this funding and the City Manager or designee to execute all necessary documents to participate in the FY2026-2027 HVE Program.

Attachment(s):

Funding Letter

The City of Opa-locka
POLICE DEPARTMENT

"Committed to professionalism and community partnership"

July 20, 2026

Police Department
780 Fisherman Street
Suite 100
Opa-Locka, FL 33054

Voice: 305-681-1033
Fax: 305-953-3417

Dr. Robin R. Starks
Chief of Police

City Hall
780 Fisherman Street
Opa-Locka, FL 33054
305-688-4611

Institute of Police Technology and Management
University of North Florida
12000 Alumni Drive
Jacksonville, FL 32224

To Whom It May Concern:

The Opa-locka Police Department (OLPD) gratefully acknowledges the notification regarding available funding for our participation in the "Alert Today Florida" High Visibility Enforcement Programs focused on pedestrian and bicycle safety.

Our primary goal is to enhance traffic safety within our community, and we believe this initiative will significantly strengthen our current efforts. Through education and direct engagement with the public, we aim to prevent the loss of life and preserve the well-being of our citizens.

We are honored to accept the proposed funding and are committed to collaborating within our jurisdiction. Sergeant Marcos Gonzalez will continue to serve as our point of contact, ensuring that our department remains in compliance. He can be reached at 305-681-1033, extension 2701, or via email at mgonzalez@opalockapd.com .

As we transition into the new school year, we look forward to continued collaboration to provide professional services and high visibility enforcement through this program.

Thank you for your support.

Sincerely,

Dr. Robin R. Starks
Chief of Police

Opa Locka Police Department High Visibility Enforcement Strategic Operational Plan

Our goals and objective are to enhance pedestrian and bicycle safety through increased visibility and engagement. Focusing on reducing accidents and fatalities by promoting safe practices and compliance with traffic laws.

The key strategies we are seeking to include patrolling in the areas of concern, by training and deploying additional officers in high-risk areas during peak hours to deter traffic violations.

More community engagement to conduct educational outreach programs to raise awareness about pedestrian and bicycle safety and to use traffic data to identify hotspots and allocate resources effectively.

Operational Tactics

- Targeted areas with reported incidents of pedestrian and bicycle accidents.
- Provide specialized training for officers on pedestrian and bicycle safety enforcement.
- Utilize social media and local events to educate the community on safety measures.

Our performance metrics will consist of tracking the number of pedestrian and bicycle accidents before and after implementation. Measure the increase in compliance with traffic laws among drivers, pedestrians, and cyclists and collect feedback from residents to assess the effectiveness of the program.

Sergeant Marco Gonzalez will oversee the implementation and compliance program. He will ensure adequate staffing and equipment for high visibility patrols. He will ensure the allocation of funds to support enforcement activities and initiatives.

For the initial phase we will conduct a data analysis collecting information and officer training within the first month. Implement the number of officers working the detail is properly trained and prepared to enforce the violations. Establish more community engagement efforts in the subsequent months. The final assessment of the program is to determine its effectiveness quarterly through evaluations and make necessary adjustments.

The Opa Locka Police Department is committed to improving traffic safety through strategic high visibility enforcement. By focusing on education, engagement, and enforcement, we aim to create a safer environment for all community members.

Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

May 11, 2026

Chief Robin Starks
Opa-locka Police Department
780 Fisherman Street, Suite 316
Opa-locka, Florida 33054

RE: Alert Today Florida High Visibility Enforcement for Pedestrian and Bicycle Safety
Proposed Funding for Opa-locka Police Department

Dear Chief Starks:

The Florida Department of Transportation (FDOT) is offering funding to support your agency's participation in the Alert Today Florida's High Visibility Enforcement (HVE) Program for Pedestrian and Bicycle Safety. This initiative is designed to assist law enforcement in educating the public on safe driving, walking, and biking behaviors, while promoting increased compliance with traffic laws. The primary goal of this data-driven effort is to reduce traffic crashes that result in serious or fatal injuries to pedestrians and bicyclists.

The Florida Department of Transportation (FDOT) has provided subgrant funding to the Institute of Police Technology and Management (IPTM) at the University of North Florida to support this high visibility enforcement program. IPTM provides contracts to law enforcement agencies in priority counties to conduct high-visibility education and enforcement operations in areas with the highest representation of serious or fatal pedestrian and bicycle crashes. These operations support statewide crash-reduction and roadway-safety efforts.

Your agency has been identified as a priority agency within a county that has experienced a high number of severe or fatal pedestrian and bicyclist crashes. As a result, the Florida Department of Transportation (FDOT) has allocated **$5,000.00** in overtime reimbursement funding to support your participation in this year's HVE initiative. Included with this letter are maps highlighting locations within your jurisdiction where pedestrian and bicycle crashes are overrepresented.

Pedestrian and Bicycle Safety High Visibility Enforcement Roundtable Meetings will be held at various locations throughout Florida. The enclosed schedule provides meeting dates and locations. Please submit your RSVP at https://survey.unf.edu/jfe/form/SV_cUuKiz7ZRwLsNSt. These meetings offer an opportunity to learn about program enhancements and the streamlined reporting process. It is essential that all enforcement agencies identified within the twenty-five (25) priority counties participate in this partnership to help reduce fatalities on Florida's roadways.

Please review the enclosed locations and maps and advise whether your agency is willing to participate. Agencies that apply on or before August 31, 2026, will be eligible for the full funding allocation designated for them. Beginning September 1, 2026, any unclaimed agency-specific funds will be released to the countywide allocation and made available to any agency within the county for use in designated enforcement areas. After November 30, 2026, all remaining funds will be released for use in HVE operations in any of the twenty-five (25) priority counties.

If you have questions regarding this initiative, please contact IPTM at ped.bike.safety@iptm.org or by phone at (904) 620-4748. If your agency is interested in participating in this high visibility enforcement program, please submit a Letter of Support to IPTM via email at ped.bike.safety@iptm.org. IPTM will then follow up with application details and assist with the contracting process.

We look forward to the opportunity to work with you and the Opa-locka Police Department in advancing efforts to reduce pedestrian and bicyclist fatalities. Our goal is zero deaths—and by working together, we can move closer to achieving it.

Sincerely,

Sharon Murchison, MA
Associate Director

Enclosures

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING ESTIMATE NO. 1377 AND ESTIMATE NO. 1378 FROM MY LAWN SERVICE INC. FOR THE ONE-TIME RESTORATION OF PINE TREE LAKE IN A COMBINED AMOUNT NOT TO EXCEED THIRTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS ($38,500.00); AUTHORIZING THE CITY MANAGER TO EXECUTE THE SERVICES CONTRACT, ATTACHED HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-Locka adopted Resolution No. 26-048, which in part directed the City Manager to take all necessary steps to expand the City's canal maintenance initiatives to include a one-time restoration of Pine Tree Lake; and

WHEREAS, City Administration obtained and reviewed proposals from Solitude Lake Management and My Lawn Service Inc. and recommends My Lawn Service Inc. based on a comparison of scopes of services; and

WHEREAS, My Lawn Service Inc. submitted Estimate No. 1377 dated August 17, 2026, in the amount of Thirty-Five Thousand Dollars ($35,000.00) to conduct a massive cleanup of Pine Tree Lake, measure PH levels, cut and properly dispose of invasive aquatic vegetation, spray aquatic herbicide, and document the project through progressive photographs; and

WHEREAS, My Lawn Service Inc. also submitted Estimate No. 1378 dated August 17, 2026, in the amount of Three Thousand Five Hundred Dollars ($3,500.00) to cut and remove vegetation, trees, shrubs, and stumps that prohibit access to the lake and to document the work through photographs; and

WHEREAS, the combined proposed amount is Thirty-Eight Thousand Five Hundred Dollars ($38,500.00); and

WHEREAS, pursuant to Section 3.10(A) of the Charter of the City of Opa-locka, and based upon the written communication and recommendation of the City Manager, the City Commission specifically determines, by the affirmative vote of at least three (3) members of the City Commission, that competitive bidding for the one-time restoration of Pine Tree Lake is not advantageous to the City because the proposed work requires an integrated scope of services consisting of lake cleanup, measurement of pH levels, cutting and proper disposal of invasive aquatic vegetation, application of aquatic herbicide, photographic documentation, and the clearing and removal of vegetation, trees, shrubs, and stumps necessary to access the lake; and because the proposal submitted by My Lawn

Service, Inc. most fully addresses the City's identified restoration and access needs for a total amount not to exceed Thirty-Eight Thousand Five Hundred Dollars ($38,500.00), the City Commission hereby waives the competitive bidding requirements for this procurement, subject to the lawful appropriation of funds, verification of all required licenses, permits, insurance, and qualifications, and execution of an agreement in a form acceptable to the City Attorney; and

WHEREAS, funding is not available for this expense in the current Fiscal Year 2025-2026 budget and that funding must be appropriated before the expense is incurred; and

WHEREAS, the City Commission finds that acceptance of the proposals is in the best interests of the City.

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

SECTION 1. RECITALS ADOPTED.
The foregoing recitals are incorporated into this Resolution.

SECTION 2. PROPOSALS ACCEPTED.
The City Commission hereby accepts Estimate No. 1377 and Estimate No. 1378 from My Lawn Service Inc. for a combined amount not to exceed Thirty-Eight Thousand Five Hundred Dollars ($38,500.00).

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered, and corrections of typographical errors that do not affect the intent may be authorized by the City Manager following review and approval by the City Attorney, without need of public hearing.

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

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

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City of Opa-locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director's Signature:**	Signed by: 95B6709E773E41B...		
City Manager:	Sha'mecca Lawson			**CM Signature:**	Signed by: Sha'mecca Lawson F4489A0D7D63447...		
Commission Meeting Date:	9.9.2026		**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**
			Public Hearing: *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:**		Public Works		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, ACCEPTING THE PROPOSAL OF MY LAWN SERVICE, INC. TO COMPLETE THE ONE-TIME RESTORATION OF PINE TREE LAKE.

Staff Summary:

The City Commission adopted Resolution No. 26-048 which in part directed the City Manager to take all necessary steps to expand the city's canal maintenance initiatives to include a one-time restoration of Pine Tree Lake. Staff engaged Solitude Lake Management and My Lawn Service, LLC to fulfill this request. Upon reviewing the proposals, staff recommend the acceptance of the My Lawn Service, LLC based on the comparison of the Scope of Services.

My Lawn Services proposes to:

- Conduct a massive clean up of Pine Tree Lake
- Measure PH levels
- Cut and dispose of invasive aquatic vegetation

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- Spray aquatic herbicide
- Document project through progressive photos.

The services are quoted at $35,000.

Solitude Lake Management proposes:

- Treatment and removal of Cattails

The price are quoted at $36,985.

Additionally, as a part of the restoration project, My Lawn Services, LLC has proposed to cut and remove vegetation, trees and shrub that is currently prohibiting access to the lake at the cost of $3,500.

Financial Impact: There is no funding for this expense in the current FY 2026 Budget. Funding will need to be appropriated to cover this expense in the current Fiscal Year.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Office of the City Manager
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

Sha'mecca Lawson
City Manager

Telephone (305) 953-2821
Email: slawson@opalockafl.gov

September 4, 2026

WRITTEN RECOMMENDATION FOR WAIVER OF COMPETITIVE BIDDING

Recommendation to Waive Competitive Bidding – My Lawn Service, Inc. – One-Time Restoration of Pine Tree Lake

RELATED RESOLUTION: Resolution No. 26-048

Pursuant to Section 3.10(A) of the Charter of the City of Opa-locka, I hereby submit this written communication and recommendation requesting that the City Commission determine that competitive bidding is not advantageous to the City and waive competitive bidding for the acceptance of the proposal submitted by My Lawn Service, Inc. for the one-time restoration of Pine Tree Lake.

BACKGROUND

The City Commission previously adopted Resolution No. 26-048, which directed the City Manager to take all necessary steps to expand the City's canal maintenance initiatives to include a one-time restoration of Pine Tree Lake.

Consistent with the direction provided by the City Commission, City staff took steps to identify qualified vendors capable of performing the necessary restoration work and obtained multiple quotes for the project. Specifically, quotes were received from SOLitude Lake Management and My Lawn Service, Inc.

Although the City did not conduct a formal competitive solicitation, the Administration's receipt and review of multiple quotes provided the City with an opportunity to compare available pricing and proposed services before making a recommendation to the City Commission.

Following review of the proposals received, the Administration recommends acceptance of the proposal submitted by My Lawn Service, Inc. to complete the one-time restoration of Pine Tree Lake.

AUTHORITY FOR WAIVER OF COMPETITIVE BIDDING

Section 3.10(A) of the City Charter provides, in pertinent part, that based upon the written communication and recommendation of the City Manager, the City Commission may specifically determine, by the affirmative vote of at least three (3) members of the City Commission, that competitive bidding for the respective services is not advantageous to the City.

Accordingly, this written recommendation is submitted to the City Commission as the basis for its consideration of a waiver of competitive bidding for the services contemplated herein.

BASIS FOR RECOMMENDATION

In making this recommendation, I have considered the City Commission's prior direction under Resolution No. 26-048, the one-time nature of the restoration project, the need to timely advance the restoration of Pine Tree Lake, and the fact that City staff obtained and reviewed multiple quotes from vendors capable of performing the work. The Administration's solicitation and review of quotes from SOLitude Lake Management and My Lawn Service, Inc. provided a measure of competition and allowed the City to evaluate available options without the additional time and administrative requirements associated with conducting a formal competitive solicitation.

Based upon the proposals received and the City's need to proceed with the restoration authorized by Resolution No. 26-048, I find that requiring a separate formal competitive bidding process at this stage would not be advantageous to the City.

CITY MANAGER'S RECOMMENDATION

Therefore, pursuant to Section 3.10(A) of the City Charter, I recommend that the City Commission:

1. Determine that formal competitive bidding for the one-time restoration of Pine Tree Lake is not advantageous to the City;
2. Waive competitive bidding, by the affirmative vote of at least three (3) members of the City Commission, as provided by Section 3.10(A) of the City Charter;
3. Accept the proposal submitted by My Lawn Service, Inc. for the one-time restoration of Pine Tree Lake, subject to the scope, pricing, terms, conditions, and funding identified in the accompanying agenda item and resolution; and
4. Authorize the City Manager to take all necessary actions and execute all necessary documents to effectuate the one-time restoration of Pine Tree Lake, consistent with Resolution No. 26-048 and the resolution approving the proposal.

Based upon the foregoing, I respectfully recommend that the City Commission find that formal competitive bidding is not advantageous to the City, waive competitive bidding pursuant to Section 3.10(A) of the City Charter, and approve the acceptance of the proposal submitted by My Lawn Service, Inc.

Respectfully submitted,

Sha'mecca Lawson
City Manager

SOLITUDE
LAKE MANAGEMENT

SERVICES AGREEMENT

PROPERTY NAME: **Pinetree Lake**
CUSTOMER NAME: **Pinetree Lake**
SERVICE DESCRIPTION: One time treatment of Cattails and Removal
EFFECTIVE DATE: **February 17, 2026**
SUBMITTED TO: Rhinox Jones - igotbatteries1@gmail.com - (305)450-4603
SUBMITTED BY: Roger Rodriguez - Business Development Consultant

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. SERVICES. SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.

2. MODIFICATIONS. Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. PRICING. The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.

4. PAYMENT. SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.

5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably

and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[*SIGNATURES FOLLOW ON THE NEXT PAGE*]

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Pinetree Lake

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Notices and Agreements to:

SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451

Customer's Address for Notice Purposes:

_____

SCHEDULE A – SCOPE OF SERVICES

Services:

1. Treatment and removal of Cattails.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.

SCHEDULE B – PRICING SCHEDULE

Total Price: **$36,985.00** Price is valid for 60 days from the Effective Date

Due upon execution of this Agreement: 50% of the Total Price

Due upon completion of the services: remaining 50% of the Total Price

ESTIMATE

My Lawn service Inc
17820 SW 174th St
Miami, FL 33187-1602

MyLawnServiceinc@outlook.com
+1 (786) 776-9282

Bill to
CITY OF OPA LOCKA c/o Accounts Payable Dept
CITY OF OPA LOCKA c/o Accounts Payable Dept
780 Fisherman Street.
Opa Locka, FL 33054 USA

Ship to
CITY OF OPA LOCKA c/o Accounts Payable Dept
CITY OF OPA LOCKA c/o Accounts Payable Dept
780 Fisherman Street.
Opa Locka, FL 33054 USA

Estimate details
Estimate no.: 1377
Estimate date: 08/17/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	08/17/2026	**Lake Service**	We proposed to visit Opa-locka Blvd NW 17th Ave to do a massive lake clean up. PH levels will be measured. invasive aquatic vegetation will be cut down and properly disposed of. All areas will be sprayed will aquatic herbicide . pictures will be taken before, during, and after job. this job will approximately take 2 weeks to complete	1	$35,000.00	$35,000.00

Total **$35,000.00**

Accepted date **Accepted by**

ESTIMATE

My Lawn service Inc
17820 SW 174th St
Miami, FL 33187-1602

MyLawnServiceinc@outlook.com
+1 (786) 776-9282

Bill to
CITY OF OPA LOCKA c/o Accounts Payable Dept
CITY OF OPA LOCKA c/o Accounts Payable Dept
780 Fisherman Street.
Opa Locka, FL 33054 USA

Ship to
CITY OF OPA LOCKA c/o Accounts Payable Dept
CITY OF OPA LOCKA c/o Accounts Payable Dept
780 Fisherman Street.
Opa Locka, FL 33054 USA

Estimate details
Estimate no.: 1378
Estimate date: 08/17/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	08/17/2026	**Tree trimming**	We proposed to visit Opa-locka Blvd NW 17th Ave . To clean vegetation to access lake. Several trees and shrubs will be disposed of, stumps also included. pictures will be taken Before, during and after service.	1	$3,500.00	$3,500.00

Total **$3,500.00**

Accepted date **Accepted by**

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE FY 2026-2027 HURRICANE LOSS MITIGATION PROGRAM GRANT AWARD FROM THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00), WITH NO LOCAL MATCH REQUIREMENT, FOR THE OPA-LOCKA PUBLIC WORKS FACILITY HARDENING PROJECT; AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT AND RELATED DOCUMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 215.559, Florida Statutes, establishes the Hurricane Loss Mitigation Program within the Florida Division of Emergency Management to support hurricane-loss mitigation activities; and

WHEREAS, by award letter dated June 8, 2026, the Florida Division of Emergency Management conditionally approved the City's proposed "Opa-locka Public Works Facility Hardening, Miami-Dade County" Project under the FY 2026-2027 Hurricane Loss Mitigation Program; and

WHEREAS, the award provides a State Hurricane Loss Mitigation Program share of Two Hundred Fifty Thousand Dollars ($250,000.00), a local share of Zero Dollars ($0.00), and a total project cost of Two Hundred Fifty Thousand Dollars ($250,000.00); and

WHEREAS, the project consists of removing and replacing all existing exterior windows and doors at the Public Works Facility with code-compliant, impact-resistant assemblies designed to withstand severe wind events, including laminated impact-resistant glazing, reinforced window and door frames, upgraded anchoring systems, and proper sealing to prevent wind-driven rain intrusion; and

WHEREAS, the proposed improvements will strengthen the building, reduce the risk of structural damage and operational disruptions, and help ensure that the facility remains functional during and after hurricane events; and

WHEREAS, the award is effective July 1, 2026, has a period of performance from July 1, 2026 through June 30, 2027, and is a cost-reimbursement grant under which the Florida Division of Emergency Management will reimburse eligible project costs in an amount not to exceed the approved State share; and

WHEREAS, the City Commission finds that acceptance and implementation of the grant funding is in the best interests of the City and its residents

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

SECTION 1. RECITALS ADOPTED.
The foregoing recitals are incorporated into this Resolution.

SECTION 2. GRANT ACCEPTANCE AUTHORIZED.

The City Commission hereby authorizes the City Manager to accept the FY 2026-2027 Hurricane Loss Mitigation Program grant award from the Florida Division of Emergency Management, in an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00), with no local match requirement, for the Opa-locka Public Works Facility Hardening Project.

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered, and corrections of typographical errors that do not affect the intent may be authorized by the City Manager following review and approval by the City Attorney, without need of public hearing.

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

PASSED and ADOPTED this _____ day of _____, 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 _____

Docusign Envelope ID: 8D39E044-BB26-8716-833B-D2FEA082317B

City of Opa-locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**	Signed by: 95B6709E773E41B...			
City Manager:	Sha'mecca Lawson			**CM Signature:**				
Commission Meeting Date:	09.09.2026		**Item Type:** *(Enter X in the box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in the box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in the box)*		**1st Reading**		**2nd Reading**	
		X	**Public Hearing:** *(Enter X in the box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#:*	*(Enter Fund & Dept.)* See Financial Impact Section		**Advertising Requirement:** *(Enter X in the box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in the box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in the box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** (*list the specific objective/strategy this item will address)*			
	X		Enhance Organization ■ Bus. & Economic Development □ Public Safety ■ Quality of Education □ Qual. of Life & City Image ■ Communication □					
Sponsor Name:	City Manager		**Department:**		Public Works			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO ACCEPT THE FY 2026-2027 HURRICANE LOSS MITIGATION PROGRAM FURTHER AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT.

Staff Summary:

The City received a $250,000 grant award from FDEM/HLMP with no local match required to perform the Public Works Facility Hardening Project. The City Manager is requesting approval of the acceptance of the FY 2026-2027 Hurricane Loss Mitigation (HLMP) Program and the execution of the grant agreement. The HLMP is a state-funded mitigation grant program administered by the Florida Division of Emergency Management (FDEM).

Docusign Envelope ID: 8D39E044-BB26-8716-833B-D2FEA082317B

The project consists of removing and replacing all existing exterior windows and doors with code-compliant, impact-resistant assemblies designated to withstand severe wind events. The scope of work includes installation of laminated impact-resistant glazing, reinforced window and door frames, upgraded anchoring systems, and proper sealing to prevent wind-driven rain intrusion. This improvement will strengthen the building, reduce the risk of structural damage and operational disruptions, and ensure the facility remains functional during and after hurricane events. The project must be completed prior to June 30, 2027.

Financial Impact: The City will receive up to $250,000.00 under the Hurricane Loss Mitigation Program (HLMP) to cover improvements to the PW Facility Building. There is no match associated with this grant.

Proposed Action:

Staff recommends the City Commission approves the acceptance of the FY2026-2027 Hurricane Loss Mitigation Program Grant Award of $250,000 and the execution of the Grant Agreement.

Attachment(s):

Notification Of Award

June 8, 2026

Yesly Guilen
City of Opa-locka
780 Fisherman Street
Opa-locka, FL 33054-3596

Reference: FY 2026-2027 Hurricane Loss Mitigation Program (HLMP) Award Letter

Dear Yesly Guilen

The Florida Division of Emergency Management is pleased to award grant funding through the Hurricane Loss Mitigation Program as outlined below. The Recipient will provide mitigation retrofit improvements as identified in the submitted FY 2026-2027 application. The proposed project type and budget submitted with your application are hereby conditionally approved.

Project Title and Activity	Total State (HLMP) Share	Total Local Share	Total Project Cost
Opa-locka Public Works Facility Hardening, Miami-Dade County	$250,000	$0	$250,000

The effective date of this award is July 1, 2026. The period of performance for this grant is July 1, 2026 – June 30, 2027. The HLMP grant is a cost reimbursement grant. The Division will reimburse the Recipient for eligible project costs not to exceed the approved State (HLMP) share.

To accept or decline the grant award, please send an e-mail to Samantha Stapleton at Samantha.Stapleton@em.myflorida.com no later than **June 22, 2026**. If accepting the grant award, please include the point of contact (POC) designated to manage this award and project including the address and phone number. If the remittance address to receive payments is different from the POC's address, please provide the remittance address in order to receive payments/reimbursements.

If you have any questions, please contact Samantha Stapleton, HLMP Grant Manager, at Samantha.Stapleton@em.myflorida.com or 850-567-4440.

Sincerely,

Kristin Lentz

Digitally signed by Kristin Lentz
Date: 2026.06.09 16:08:59 -04'00'

Laura Dhuwe
Chief of Mitigation
State Hazard Mitigation Officer

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE URGENT EXPLORATORY EXCAVATION, PERMANENT CAPPING OF AN ABANDONED TWO-INCH WATER SERVICE LINE, AND RESTORATION OF THE CONCRETE DRIVEWAY AND ASPHALT OVERLAY AT CAIRO LANE PERFORMED BY SAFA CONSTRUCTION, LLC; RATIFYING AND ACCEPTING QUOTE NO. 1, DATED JUNE 26, 2026, IN AN AMOUNT NOT TO EXCEED FORTY-EIGHT THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS ($48,373.00); WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 3.10(A) OF THE CITY CHARTER; AUTHORIZING PAYMENT SUBJECT TO COMPLETION, DOCUMENTATION, AND FUNDING REQUIREMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 25,2026 during the installation of a section of drainage curb, the contractor was unable to achieve the required compaction because the underlying lime rock remained continuously saturated. Upon investigation, it was determined that the source of the saturation was not groundwater, but rather a potable water leak; and

WHEREAS, to locate the source of the leak, approximately 15 inches of concrete was removed from the Trademark Metal Recycling (TMR) driveway. The investigation revealed that the leak originated from an approximately 2-inch rusted galvanized potable water service line.

WHEREAS, given that the water-service line was actively leaking and the condition was preventing the contractor from achieving the required compaction and potentially delaying the drainage project, the contractor was authorized by the Public Works Director to cut and cap the service line. The authorization was provided as an immediate corrective measure to eliminate the source of the saturation and allow the project to proceed; and

WHEREAS, at the time authorization was given, the repair was considered to be relatively minor and believed that addressing the leaking service line would be necessary to prevent the drainage project from being delayed. Because the work was being performed by a vetted contractor, the contractor was authorized by the Public Works Director to proceed with cutting and capping the failed service line without first obtaining a separate estimate for restoration; and

WHEREAS, the decision was based on the circumstances existing at the time, specifically the active potable water leak, the inability to obtain the required compaction, and the potential for the condition to stop or significantly delay the project; and

WHEREAS, the City was subsequently provided with a proposal for restoration in the amount of Forty-Eight Thousand, Three Hundred Seventy-Three Dollars ($48,373.00). This amount was not known at the time authorization for the service line to be cut and capped was given; and

WHEREAS, any work involving the permanent abandonment, relocation, or restoration of a water service, particularly when it involves private property or a potentially significant restoration cost, should be supported by a written scope of work and cost estimate prior to authorization whenever circumstances permit.

WHEREAS, in emergency or time-sensitive situations where immediate action is necessary to protect the City's infrastructure or prevent a project delay, the authorization and circumstances should be documented contemporaneously, with restoration costs obtained as soon as practicable thereafter.

WHEREAS, the City Commission finds that ratifying the urgent work by SAFA Construction LLC, approving the limited competitive-bidding waiver, and authorizing payment subject to the protections stated herein are in the best interests of the City and its residents.

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

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

SECTION 2. LIMITED WAIVER OF COMPETITIVE BIDDING.
Based upon the written communication and recommendation of the City Manager and the findings set forth in this Resolution, the City Commission, by the affirmative vote of at least three (3) Commission members, hereby determines that competitive bidding for the urgent Cairo Lane exploratory excavation, abandoned water service line capping, and related driveway and asphalt restoration was impracticable and not advantageous to the City. Pursuant to Section 3.10(A) of the City Charter, the City Commission waives competitive bidding solely for the work described in SAFA Construction, LLC Quote No. 1 dated June 26, 2026.

SECTION 3. RATIFICATION AND APPROVAL.
The City Commission hereby ratifies the urgent work performed by SAFA Construction, LLC and ratifies and accepts Quote No. 1 dated June 26, 2026, in an amount not to exceed Forty-Eight Thousand, Three Hundred Seventy-Three Dollars ($48,373.00).

SECTION 4. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered, and corrections of typographical errors that do not affect the intent may be authorized by the City Manager following review and approval by the City Attorney, without the need for a public hearing, by filing a corrected copy with the City Clerk.

SECTION 5. EFFECTIVE DATE.
This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2026.

_____
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: _____
Seconded by: _____

VOTE:

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

City of Opa-locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**	Signed by:			
City Manager:	Sha'mecca Lawson			**CM Signature**				
Commission Meeting Date:	09.09.2026		**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	City Manager		**Department:** Public Works and Utilities		City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO RATIFY AN EMERGENCY REPAIR OF A WATER SERVICE LINE ON CAIRO LANE PERFORMED BY SAFA CONSTRUCTION, LLC.

Staff Summary:

On June 25,2026 during the installation of a section of drainage curb, the contractor was unable to achieve the required compaction because the underlying lime rock remained continuously saturated. Upon investigation, it was determined that the source of the saturation was not groundwater, but rather a potable water leak.

To locate the source of the leak, approximately 15 inches of concrete was removed from the Trademark Metal Recycling (TMR) driveway. The investigation revealed that the leak originated from an approximately 2-inch rusted galvanized potable water service line.

Given that the water service line was actively leaking and the condition was preventing the contractor from achieving the required compaction and potentially delaying the drainage project, I authorized the contractor

Docusign Envelope ID: 71334FAE-F959-8977-801E-E5C46B6867A3

to cut and cap the service line. The authorization was provided as an immediate corrective measure to eliminate the source of the saturation and allow the project to proceed.

History:

At the time authorization was given, I considered the repair to be relatively minor and believed that addressing the leaking service line would be necessary to prevent the drainage project from being delayed. Because the work was being performed by a vetted contractor, I authorized the contractor to proceed with cutting and capping the failed service line without first obtaining a separate estimate for restoration.

The decision was based on the circumstances existing at the time, specifically the active potable water leak, the inability to obtain the required compaction, and the potential for the condition to stop or significantly delay the project.

I was subsequently provided with a proposal for restoration in the amount of **$48,373.00**. This amount was not known to me at the time I authorized the service line to be cut and capped.

Recommendation:

Moving forward, any work involving the permanent abandonment, relocation, or restoration of a water service, particularly when it involves private property or a potentially significant restoration cost, should be supported by a written scope of work and cost estimate prior to authorization whenever circumstances permit. In emergency or time-sensitive situations where immediate action is necessary to protect the City's infrastructure or prevent a project delay, the authorization and circumstances should be documented contemporaneously, with restoration costs obtained as soon as practicable thereafter.

Financial Impact

Account	Description	Available	Expenditure	Remaining Balance
64-512002	Other Contracting Services	$177,755.00	$48,373.00	$129,382.50

Proposed Action:

Staff recommend the City Commission authorize the City Manager the approval of this proposal.

Attachment:

Safa Construction, LLC. Proposal

PROPOSAL

SAFA CONSTRUCTION, LLC

SAFA CONSTRUCTION, LLC.
Phone: (954) 326-8295
Email: md.rahman@safconstruction.net

QUOTE #: **1**
DATE: 6/26/26

TO: **CITY OF OPA-LOCKA**
Airia Austin
Public Works Director
12950 NW 42nd Ave.
Opa-locka, FL 33054

JOB: **CAIRO LANE**
WATER LEAK / DRIVEWAY RESTORATION

During construction activities, the contractor observed water surfacing from one of the four water valve covers located within the reinforced concrete driveway adjacent to TMR's truck scale. Upon discovery of the apparent leak, Public Works Dept. and TMR were notified, and it was collectively determined that an exploratory excavation was necessary to identify the source of the water.

To access the underground utilities, the contractor removed and demolished the existing 18-inch-thick concrete slab that housed the four valve risers and valve covers. As shown in the attached picture, the investigation revealed that the leak originated from a 2-inch water service line extending into the TMR property.

After confirming with TMR that the service line was no longer in use, the Public Works Department directed the contractor to permanently cap the abandoned water line, as shown in the attached picture. This eliminated the leak and prevented future water loss.

The exploratory excavation, water service line capping, associated labor, and restoration of the concrete driveway and asphalt overlay were completed at a total cost of $**48,373.00**

- The Contractor agrees to provide all labor, materials, equipment, and related services required to complete the work as described and illustrated in this document.
- The Contractor agrees to indemnify and hold harmless the City of Opa-locka from any claims, damages, or liabilities arising from the Contractor's performance of the work.

MD SHAHINUR RAHMAN
SAFA CONSTRUCTION, LLC.

AIRIA AUSTIN
CITY OF OPA-LOCKA

DATE:

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO RE-ISSUE A REQUEST FOR PROPOSALS FOR THE REPAIR OF THE PUMP STATION 11-C BYPASS CONTROL SYSTEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution No. 26-007, the City Commission previously authorized the issuance of Request for Proposals No. 26-0317200 to seek a qualified firm or company to repair the bypass control system failure at Pump Station 11-C; and

WHEREAS, Request for Proposals No. 26-0317200 was issued on February 5, 2026, and at the closing of the solicitation on March 17, 2026, no bid proposals were received; and

WHEREAS, the failure of the Pump Station 11-C bypass control system has caused increased pump run times and clogging of the wet well with unusual debris, and the condition prevents the City from passing the Cycle III Sewer System Evaluation Survey (SSES) because the system does not meet required standards; and

WHEREAS, the revised Request for Proposals seeks a qualified contractor to restore the operation of the Pump Station 11-C bypass system by furnishing and installing approximately three hundred feet (300') of sixteen-inch (16-inch) ductile iron pipe to replace the existing sixteen-inch (16-inch) PVC piping that was blown out during a mode-change operation, replacing the sixteen-inch by twelve-inch (16-inch x 12-inch) tapping valve with a butterfly valve, restoring valve boxes and the asphalt driveway, and providing all labor, materials, equipment, dewatering, and incidentals necessary to complete the repair; and

WHEREAS, re-issuance of the Request for Proposals with notable revisions and advertisement for a period of forty-five (45) days, rather than the standard twenty-eight (28) days, will provide the City an additional opportunity to obtain responsive proposals and will afford prospective contractors sufficient time to prepare submissions; and

WHEREAS, there is no financial impact associated with the issuance, receipt, and evaluation of the Request for Proposals because no financial liability is created by those actions, and any proposed contract award and related funding authorization will be presented to the City Commission for consideration; and

WHEREAS, the City Commission finds that authorizing the re-issuance of the revised Request for Proposals for the repair of the Pump Station 11-C bypass control system is in the best interests of the City and its residents.

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

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

SECTION 2. AUTHORIZATION TO RE-ISSUE REQUEST FOR PROPOSALS.
The City Commission hereby authorizes the City Manager to re-issue the revised Request for Proposals for the repair of the Pump Station 11-C bypass control system.

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

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

PASSED and ADOPTED this _____ day of _____, 2026.

_____
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: _____
Seconded by: _____

VOTE:

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

City of Opa-locka
Agenda Cover Memo

Public Works Director	Airia Austin			**Public Works Director Signature:**			
City Manager:	Sha'mecca Lawson			**CM Signature:**			
Commission Meeting Date:	09.09.2026		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)* **N/A**	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* **NA**		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**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:**		Public Works		

Short Title:

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR THE REPAIR OF THE 11-C BYPASS CONTROL.

Staff Summary:

Pursuant to Resolution No. 26-007, Request for Proposal 26-0317200 was issued on February 5, 2026, to seek a qualified firm or company to repair the bypass control system failure at Pump Station 11-C. At the closing of the solicitation on March 17th, no bid proposals were received. Re-issuance of the Request for Proposal with notable revisions will allow the city the opportunity to seek a contractor to remediate this pump station. This solicitation will be advertised for a period of 45 days opposed to the standard 28 days to enhance the quality of the solicitation and allow bidders sufficient time for submissions.

This condition has caused increased pump run times and clogging of the wet well with unusual debris. Additionally, this failure prohibits the City's inability to pass the Cycle III Sewer System Evaluation Survey (SSES), as the system did not meet required standards.

Financial Impact: There is no financial impact associated with the issuance of RFP since no financial liability is created in receiving and evaluating proposals.

Proposed Action:

Staff recommend the City Commission authorize the issuance for a Request For Proposals (RFP) for proposals to provide for the repair of 11-C Bypass Control System.

Attachment:

11-C Bypass Control System RFP

CITY OF OPA-LOCKA

RFP NO: 26-TBA
REQUEST FOR PROPOSAL
Pump Station 11-C Bypass Control

Table of Contents

I. Proposal Guidelines
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   b. Proposal Submission
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II. Nature of Services Required
   a. Purpose
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III. General Requirements
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IV. Evaluation and Selection Process
   a. Review of Proposals
   b. Evaluation Criteria

V. Attachments
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   f. Non-Discrimination Affidavit
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RFP NO: 26-TBA
Pump Station 11-C Bypass Control

Sealed Proposals for Pump Station 11-C Bypass Control Services will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, by 2:00 p.m., TBA (ET). Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

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

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked RFP for Pump Station 11-C Bypass Control. This requirement is waived if the Proposal is submitted through DemandStar.

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 26-TBA** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

City Clerk
Joanna Flores, CMC

CITY OF OPA-LOCKA RFP
PUMP STATION 11-C BYPASS CONTROL

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from highly qualified Contractors to provide Pump Station 11-C Bypass Control restoration services.

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

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFP NO. 26-TBA– Pump Station 11-C Bypass Control Services. This package shall also include the Proposer's return address.

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

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

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

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee other than the City's Purchasing Officer is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

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

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

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

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re- advertise for other proposals.

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

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

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

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

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's

insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

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

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

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

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

1-18. Protests: Protests of the plans, specifications, and other requirements of the Request for Proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working

days after the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

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

CONE OF SILENCE

This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-Locka's Code of Ordinances.

A cone of silence shall be applicable to all city staff, the mayor and city commission and its staff, the city attorney and his/ her staff, the city clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFQ), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

CALENDAR EVENTS

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

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

The purpose of this RFP is to secure the services of a contractor to restore the operation of Pump Station 11-C Bypass system by furnishing and installing approximately 300' of 16" Ductile Iron Pipe DIP. This will replace currently installed 16" PVC piping that was blown out during a mode change operation. During the replacement of this piping, also replace the 16" X 12" tapping valve with a butterfly valve. See highlighted section of Exhibit A for more details.

The Contractor will visit the location to discern the best method of operation to perform this repair. The successful Contractor will be responsible for the provision of all materials necessary to execute this repair, including the restoration of valve boxes and the asphalt driveway.

Services provided shall include the following:

1. Installation

1. Furnish and install sewer grade Ductile Iron Piping DIP.
2. Furnish and install 16" X 12" sewer grade butterfly valve.
3. Furnish and install necessary valve boxes.
4. Restore asphalt driveway.

It is estimated that the infrastructure is approximately fifteen (15) feet below grade, and the use of a wellpoint system is required for dewatering.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

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

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

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to no more than two pages.

3.2.3.2 Briefly state the Proposer's understanding of the work to be done

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

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

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

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

3.2.4.4 Normal business hours.

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

3.2.5 Tab 4 – Project Approach

Describe in detail the proposal outlining how your services will meet the needs of the City of Opa-Locka, fully addressing the Purpose and Scope of Work, Section 2-1. The detailed plan should be specific in outlining the different types of services that your firm offers.

3.2.6 Tab 5 – Experience and Qualifications

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

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

3.2.6.3 Identify the specific individual who would serve the City on a day-to-day basis as the primary point of contact and be responsible for the service of the Proposer.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Project.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 The fee basis should be an all-inclusive lump sum.

3.2.9 Tab 8 – References

3.2.9.1 List of a minimum of at least five organizations, preferably governmental agencies, for which have been provided in the past five years. Include the name of the organization, a description of the services, the length of the engagement, and name of contact person, including telephone number and email address.

3.2.10 Tab 9 – Additional Forms

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

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

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

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

4-2 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion ornegotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

4-3 EVALUATION CRITERIA

	Weight
Qualifications and Experience – How the qualifications of the firm and key individuals meet the needs of the City.	20%
Capacity & Availability – The vendor has the size, resources, and commitment to provide timely services based on the City's needs.	25%
Approach to Work – The vendor's approach to work, including compliance with requirements, innovative offerings, services offered, and other related matters.	10%
Reference and Similar Projects– References in general and specifically as related to similar projects.	15%
Pricing – Most competitive price fully addressing the RFP project requirements	30%
TOTAL	100%

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

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

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

COST PROPOSAL SHEET

Please make sure that the cost proposal includes all fixed fees, deliverables, and any other related costs that may arise if the contract is awarded to the contractor. Additionally, all project management and subcontracting expenses should be detailed in the cost proposal using the provided format.

Item Line Description	Lump Sum Cost/ Service Fee	Total Cost
TOTAL	0	0

PROPOSER QUALIFICATIONS

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

Legal Name and Address:

Name:_____

Address: _____

City, State, Zip:_____Phone/Fax: _____

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

If Corporation, state:
Date of Incorporation: _____State in which Incorporated: _____

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

Name and Title of Principal Officers Date Elected:

_____ _____

_____ _____

_____ _____

_____ _____

The length of time in business:_____years

The length of time (continuous) in business as a service organization in Florida:
_____years

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

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

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

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

Signature_____

Printed Name _____

DRUG-FREE WORKPLACE CERTIFICATIONFORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by_____the _____
(Name) (Title/Position)

of _____
(Company)

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

_____ _____
Date Signature

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

(1) He/She/They is/are the _____ (Owner, Partner, Officer, Representative or Agent) of the Proposer that has submitted the attached proposal.

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____
Witness Signature

_____ _____
Print Name and Title

Signature

_____

NON-DISCRIMINATION AFFIDAVIT

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

By:_____

Title:_____

State of Florida County of _____

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this__day of_____, 2026.

By _____

Personally known_____OR produced identification _____

_____
Notary Public
My Commission Expires _____

-

E-VERIFY

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

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

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

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

-

E-VERIFY FORM
Pump Station 11-C Bypass Control

Definitions:

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

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSENTING TO THE ASSIGNMENT OF CERTAIN AGREEMENTS, TASK AUTHORIZATIONS, PURCHASE ORDERS, AND RELATED RIGHTS AND OBLIGATIONS FROM ELEMENTZ RECONSTRUCTION, LLC TO APAS BUILD LLC; AUTHORIZING AN ASSIGNMENT AND ASSUMPTION AGREEMENT; AUTHORIZING THE CITY MANAGER TO UPDATE VENDOR AND PAYEE RECORDS ONLY AFTER ALL CONDITIONS PRECEDENT ARE SATISFIED; PROVIDING THAT THE ASSIGNMENT DOES NOT RELEASE PRE-ASSIGNMENT LIABILITIES OR MATERIALLY CHANGE SCOPE, PRICE, TERM, OR OTHER CONTRACTUAL REQUIREMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka ("City") entered a Continuing Services Agreement for Professional Consulting Services under RFQ No. 24-1028200 with Elementz Reconstruction, LLC, effective upon the City's execution on or about June 10, 2025; and

WHEREAS, the City also approved Elementz Reconstruction, LLC to provide Water, Storm and Sewer Infrastructure Management Services at an annual amount of One Hundred Twenty Thousand Dollars ($120,000.00), together with related project authorizations; and

WHEREAS, Section 13 of the existing agreement provides that neither the agreement nor any interest may be assigned, transferred, or encumbered without the City's prior written consent; and

WHEREAS, City Administration has requested a change in the vendor and payee records from Elementz Reconstruction, LLC to APAS Build LLC due to a departure of a prior principal and a change in ownership or organizational structure, while maintaining the scope, core team, and contractual terms will remain unchanged; and

WHEREAS, APAS Build LLC is a separate active Florida limited liability company, Document No. L26000357189, filed July 1, 2026, with principal address at 3256 NW 83 Way, Pembroke Pines, Florida 33024; and

WHEREAS, because APAS Build LLC is a separate legal entity, the requested change requires a written assignment and assumption in addition to an administrative clerical name change; and

WHEREAS, the City Manager may update the City's vendor and payee records to APAS Build LLC only after the Assignment and Assumption Agreement becomes effective. Payment of an invoice does not constitute approval of an unlisted assignment or waiver of any City right.

WHEREAS, the City Commission desires to consent only upon full disclosure and assumption of all applicable obligations, preservation of City rights, and satisfaction of legal, financial, licensing, insurance, public-records, and procurement requirements.

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

SECTION 1. RECITALS ADOPTED.
The foregoing recitals are incorporated into this Resolution.

SECTION 2. ASSIGNMENT AND ASSUMPTION CONSENT.
The City Commission consents to the assignment from Elementz Reconstruction, LLC to APAS Build LLC, of only those agreements, task authorizations, purchase orders, and related items specifically listed in Schedule 1 to the Assignment and Assumption Agreement attached as Exhibit "A," and authorizes the City Manager to execute said Agreement.

SECTION 3. CONDITIONS PRECEDENT.
The assignment shall not become effective until the City receives and approves corporate authority and good-standing documents for both entities; a complete Schedule 1; APAS Build LLC's W-9 and tax identification information; required professional licenses and qualifications; insurance certificates and endorsements; E-Verify documentation; required surety, lender, subconsultant, grantor, or third-party consents; a list of pending claims, invoices, records, warranties, and liabilities; and all other due-diligence documents reasonably required by the City.

SECTION 4. NO RELEASE OR MATERIAL CHANGE.
The assignment does not release Elementz Reconstruction, LLC from acts, omissions, debts, claims, warranties, indemnity obligations, recordkeeping duties, or other liabilities arising before the effective date. APAS Build LLC assumes all obligations arising on and after the effective date. Scope, price, term, performance standards, key personnel, warranties, insurance, indemnity, audit rights, public-records duties, and all other City protections remain unchanged unless separately approved by the City Commission.

SECTION 5. VENDOR AND PAYEE RECORDS.
The City Manager and Finance Director may update the City's vendor and payee records to APAS Build LLC only after the Assignment and Assumption Agreement becomes effective. Payment of an invoice does not constitute approval of an unlisted assignment or waiver of any City right.

SECTION 6. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered, and corrections of typographical errors that do not affect the intent may be authorized by the City Manager following review and approval by the City Attorney, without need of public hearing.

SECTION 7. EFFECTIVE DATE.
This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 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

Public Works Director	Airia Austin			**Public Works Director Signature:**			
City Manager:	Sha'mecca Lawson			**CM Signature:**			
Commission Meeting Date:	09.09.2026		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)* **N/A**	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* **NA**		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ■ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. Of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:**		Public Works		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO UPDATE THE CITY'S VENDOR AND PAYMENT RECORDS TO CHANGE THE FIRM'S NAME AND PAYEE OF RECORD FOR EXISTING CONSULTING AND PROJECT-SUPPORT SERVICES FROM ELEMENTZ LLC TO APAS BUILD LLC, REFLECTING A CHANGE IN OWNERSHIP AND CORPORATE STRUCTURE WITH NO CHANGE IN THE SCOPE OF SERVICES OR THE PERSONNEL PROVIDING THEM AND NO NEW FISCAL IMPACT TO THE CITY.

Staff Summary:

The City currently recognizes Elementz LLC as the vendor and payee of record for certain consulting and project-support services provided by the firm. Following the departure of Elementz LLC's prior principal and the change of ownership these services are now being performed through the APAS family of entities, including APAS Consulting LLC and APAS Build LLC. Elementz, LLC was procured through the city's CCNA services Master agreement and currently serves as a consultant for engineering projects.

To ensure the City's records reflect the current operating entity and to maintain continuity of services, staff recommend that the City Manager be authorized to change the contract firm and payee of record from Elementz LLC to APAS Build LLC. This revision is solely intended to reflect a change in ownership and corporate structure. The scope of services and core personnel remain unchanged.

Although this is not a new competitive procurement, this change can not be made administratively and requires the City Commission's approval.

Financial Impact: There is no new fiscal impact to the City as a result of this action. This item changes only the firm name and payee of record for services that are already contracted and budgeted; it does not authorize any new appropriation, increase any contract amount, or change the funding source. Payments that would otherwise be made to Elementz LLC will instead be made to APAS Build LLC, under the existing terms.

Proposed Action:

Staff recommend that the City Commission adopt the resolution authorizing the City Manager to update the City's vendor and payment records to change the firm name and payee of record from Elementz LLC to APAS Build, backed by APAS Consulting LLC, for the existing consulting and project-support services, with no change to the scope of services or the personnel providing them and no new fiscal impact to the City, and to take all actions necessary to update vendor records and route future payments accordingly.

Attachment:

Existing contract(s) of record with Elementz LLC (for reference)

APAS Build LLC/ APAS Consulting LLC ownership and structure

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is entered into as of the date of the last signature below by and among the CITY OF OPA-LOCKA, a Florida municipal corporation ("CITY"), ELEMENTZ RECONSTRUCTION, LLC, a Georgia limited liability company ("ASSIGNOR"), and APAS BUILD LLC, a Florida limited liability company, Document No. L26000357189 ("ASSIGNEE").

WITNESSETH:

WHEREAS, CITY and ASSIGNOR entered into the Continuing Services Agreement for Professional Consulting Services under RFQ No. 24-1028200 and may have entered project agreements, task authorizations, purchase orders, or related instruments identified in Schedule 1;

WHEREAS, The assigned agreements prohibit assignment without CITY's prior written consent;

WHEREAS, ASSIGNOR desires to assign, and ASSIGNEE desires to assume, the rights and obligations identified in Schedule 1, without changing the scope, price, term, performance standards, key personnel, or City protections;

WHEREAS, The City Commission authorized CITY's limited consent by Resolution No. _____;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND ASSIGNED INSTRUMENTS

"Assigned Instruments" means only the agreements, task authorizations, purchase orders, work orders, amendments, and other items accurately and completely identified in Schedule 1. No instrument, claim, receivable, or obligation not listed in Schedule 1 is assigned or consented to by CITY.

ARTICLE 2
ASSIGNMENT

Effective only upon satisfaction of Article 9 and written confirmation by CITY (the "Effective Date"), ASSIGNOR assigns to ASSIGNEE all of ASSIGNOR's right, title, and interest in the Assigned Instruments, subject to every defense, offset, audit right, claim, and condition available to CITY.

ARTICLE 3
ASSUMPTION

ASSIGNEE accepts the assignment and unconditionally assumes and agrees to timely perform every duty, liability, warranty, indemnity, recordkeeping obligation, payment obligation, professional responsibility, and other requirement arising under the Assigned Instruments on and after the Effective Date. ASSIGNEE shall be deemed the "Consultant" or "Contractor" for purposes of the Assigned Instruments after the Effective Date.

ARTICLE 4
LIMITED CITY CONSENT; NO NOVATION OR WAIVER

CITY consents only to the assignment expressly described in this Assignment. CITY does not consent to any unlisted transfer, does not waive a breach or claim, and does not agree to a novation or release except as expressly stated. Every right, remedy, defense, setoff, audit right, indemnity, warranty, and claim of CITY is preserved.

ARTICLE 5
PRE-EFFECTIVE AND POST-EFFECTIVE LIABILITIES

ASSIGNOR remains fully responsible for all acts, omissions, invoices, overpayments, claims, defaults, warranties, indemnities, professional services, records, and liabilities arising before the Effective Date, whether discovered before or after that date. ASSIGNEE is responsible for all obligations arising on and after the Effective Date. ASSIGNOR and ASSIGNEE are jointly responsible for a matter that cannot reasonably be allocated or that results from incomplete records or transition failures.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

ASSIGNOR represents that it has authority to execute this Assignment; it has disclosed every Assigned Instrument, amendment, pending claim, open invoice, warranty, lien, security interest, and default; the assignment does not violate another agreement; and it has not previously assigned or encumbered the Assigned Instruments.

ASSIGNEE represents that it is active and authorized to transact business; has the professional qualifications, licenses, personnel, experience, financial capacity, insurance, and authority necessary to perform; has reviewed and accepts every Assigned Instrument; and is not relying on any representation by CITY outside this Assignment.

ARTICLE 7
UNCHANGED TERMS; KEY PERSONNEL; PAYMENT

Except for the approved change of contracting entity, every term of the Assigned Instruments remains unchanged. No increase in price, extension of term, reduction in scope, change in key personnel, release of security, or waiver is approved. CITY will pay only properly approved invoices for accepted work and may withhold or offset disputed amounts, overpayments, damages, or other sums. Open invoices must be listed in Schedule 1 and allocated between ASSIGNOR and ASSIGNEE.

ARTICLE 8
RECORDS, TRANSITION, AND COOPERATION

ASSIGNOR shall transfer to ASSIGNEE and CITY complete project files, public records, calculations, plans, electronic data, correspondence, permits, warranties, insurance information, invoices, and work product. The parties shall cooperate in an orderly transition without interruption or additional City cost. CITY may require a transition certification and inventory of records.

ARTICLE 9
CONDITIONS PRECEDENT

The Effective Date will not occur until CITY confirms receipt and approval of: (a) executed copies of this Assignment; (b) complete Schedule 1; (c) good-standing and authority documents; (d) ASSIGNEE's W-9 and tax information; (e) applicable professional licenses and firm qualifications; (f) insurance certificates and endorsements; (g) E-Verify registration and subcontractor affidavits; (h) required surety, lender, subconsultant, grantor, or third-party consents; (i) disclosure of claims, liens, defaults, investigations, and open invoices; and (j) any additional due-diligence items reasonably required by CITY.

ARTICLE 10
INSURANCE, INDEMNITY, AND PROFESSIONAL RESPONSIBILITY

ASSIGNEE shall maintain all insurance required by the Assigned Instruments, including professional liability where applicable, and shall name CITY as an additional insured where required. ASSIGNEE assumes all professional and technical responsibility for post-Effective Date services. ASSIGNOR and ASSIGNEE shall indemnify CITY to the extent provided in the Assigned Instruments and for their breach of this Assignment. Nothing waives CITY's sovereign immunity or limits under section 768.28, Florida Statutes.

ARTICLE 11
PUBLIC RECORDS

To the extent CONTRACTOR is acting on behalf of CITY within the meaning of section 119.011(2), Florida Statutes, CONTRACTOR shall comply with section 119.0701, Florida Statutes, including keeping and maintaining public records required to perform the services; providing CITY with access to such records upon request and at the cost provided by law; ensuring that confidential or exempt records are not disclosed except as authorized by law; and, upon completion of this Agreement, transferring all public records to CITY at no cost or maintaining them in accordance with law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-953-2800, jflores@opalockafl.gov, OR 780 FISHERMAN STREET, FOURTH FLOOR, OPA-LOCKA, FLORIDA 33054.

ARTICLE 12
E-VERIFY AND LEGAL COMPLIANCE

ASSIGNOR and ASSIGNEE shall comply with section 448.095, Florida Statutes, and all applicable federal, state, county, and City laws. ASSIGNEE certifies, to the extent applicable, that it is not prohibited from contracting under sections 287.135 or 287.138, Florida Statutes.

ARTICLE 13
NO FURTHER ASSIGNMENT OR CHANGE OF CONTROL

ASSIGNEE shall not assign, delegate, transfer, encumber, merge, sell substantially all assets used for performance, or undergo a material change of control affecting performance without CITY's prior written consent and any City Commission approval required by law or contract.

ARTICLE 14
NOTICES

CITY: City Manager, City of Opa-locka, 780 Fisherman Street, Fourth Floor, Opa-locka, Florida 33054, with copy to the City Attorney at the same address. ASSIGNOR: Elementz Reconstruction, LLC, at the address stated in the Assigned Instruments. ASSIGNEE: APAS Build LLC, 3256 NW 83 Way, Pembroke Pines, Florida 33024. Notices must be written and delivered personally, by overnight courier, or certified mail.

ARTICLE 15
MISCELLANEOUS

Florida law governs and venue lies exclusively in Miami-Dade County, Florida. This Assignment may be amended only in a writing approved and executed by authorized representatives. It may be signed in counterparts and electronically. Invalid provisions are severable. No third party is an intended beneficiary. This Assignment and Schedule 1 constitute the entire agreement regarding the City's consent to assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement.

CITY: CITY OF OPA-LOCKA

ATTEST/WITNESS:

_____
Print Name: _____

By: _____
Name: Sha'mecca Lawson
Title: City Manager
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

ASSIGNOR: ELEMENTZ RECONSTRUCTION, LLC

ATTEST/WITNESS:

_____
Print Name: _____

By: _____
Name: _____
Title: Authorized Representative
Date: _____

STATE OF GEORGIA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as Authorized Representative of ELEMENTZ RECONSTRUCTION, LLC, who is ☐ personally known to me or ☐ produced _____ as identification.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

ASSIGNEE: APAS BUILD LLC

ATTEST/WITNESS:

_____
Print Name: _____

By: _____
Name: Hardeep Anand
Title: Authorized Member
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Hardeep Anand, as Authorized Member of APAS BUILD LLC, who is ☐ personally known to me or ☐ produced _____ as identification.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

SCHEDULE 1 - ASSIGNED INSTRUMENTS

COMPLETE AND VERIFY BEFORE EXECUTION.

1. Continuing Services Agreement for Professional Consulting Services, RFQ No. 24-1028200, executed by the City on or about June 10, 2025 and services awarded thereunder.

2. Water, Storm and Sewer Infrastructure Management Services authorization in the annual amount of $120,000.00, including the applicable agreement, proposal, task authorization, purchase order, amendments, and remaining term.

Detail by Entity Name

Florida Limited Liability Company
APAS BUILD LLC

Filing Information

Document Number	L26000357189
FEI/EIN Number	NONE
Date Filed	07/01/2026
State	FL
Status	ACTIVE

Principal Address

3256 NW 83 WAY
PEMBROKE PINES, FL 33024

Mailing Address

3256 NW 83 WAY
PEMBROKE PINES, FL 33024

Registered Agent Name & Address

ANAND, HARDEEP
3256 NW 83 WAY
PEMBROKE PINES, FL 33024

Authorized Person(s) Detail

Name & Address

Title AMBR

ANAND, HARDEEP
3256 NW 83 WAY
PEMBROKE PINES, FL 33024

Title AMBR

RAND, GREGORY LOUIS
8980 RIDGEMONT DRIVE
ATLANTA, GA 30350

Annual Reports

No Annual Reports Filed

07/01/2026 -- Florida Limited Liability | View image in PDF format

P

CONTINUING SERVICES AGREEMENT

for

PROFESSIONAL CONSULTING SERVICES

Between City of

Opa-Locka

and

Elementz Reconstruction, LLC

THIS AGREEMENT, is made effective on the last date of execution herein, between the CITY OF OPA-LOCKA, FLORIDA, a Florida municipal corporation (the "CITY") whose place of business is 780 Fisherman Street, Opa-Locka, Florida 33054, and Elementz Reconstruction, LLC, a Georgia corporation, authorized to conduct business in the State of Florida (the "CONSULTANT"), whose principal place of business is 8980 Ridgemont Drive, Atlanta, GA 30350-1610.

WHEREAS, the City advertised RFQ No. 24-1028200, Architectural and Engineering Consulting Services to establish a renewed library of Engineering and Architectural Consultants to perform professional services for Specific Projects (the "Specific Projects") for the City on an as needed basis; and

WHEREAS, pursuant to Section 287.055, Florida Statutes, the City solicited offers from qualified architects and engineers and selected the Consultant to provide the professional services required for the Specific Project; and

WHEREAS, the Consultant is willing and able to perform such professional services for the City within the basic terms and conditions set forth in this Agreement (the "Agreement"); and

WHEREAS, the purpose of this Agreement is not to authorize a Specific Project, but to set forth certain terms and conditions that shall be incorporated into subsequent supplemental agreements for Specific Projects, when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the City and Consultant agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning. Additional definitions, provided in Request for Qualifications No. 24-1028200 for Engineering and Consulting Services (the "RFQ"), are also incorporated herein.

1.1 Lump Sum: a method of payment to the Consultant for a fixed sum amount that constitutes total compensation to the Consultant for the performance by the Consultant of a Specific Project. Said fixed sum includes but is not limited to, compensation for all fees, expenses and out-of-pocket costs of the Consultant.

1.2 Reimbursable Direct Expenses or Reimbursables: the non-salary expenses directly attributable to the Project, including without limitation long-distance communications; application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and Subconsultant fees.

1.3 Specific Project Agreement or Project Agreement: an agreement to provide services for a particular Project.

1.4 Subconsultant Fee: the direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 Travel Expenses: actual mileage, meals and lodging expenses incurred directly for the Specific Project for travel outside of Miami Dade County. No overnight travel or out-of-town travel outside of Miami Dade County shall be reimbursed unless the Consultant has secured advance written authorization for such travel from the City Manager. Reimbursement for such authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this Agreement as though set forth in full.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

21 In accordance with the Consultants' Competitive Negotiation Act, the Consultant shall provide professional services to the City for Specific Projects as authorized from time to time by the City. The City reserves the right to select one or more firms to perform any Specific Project(s).

22 When the need for services for a Specific Project occurs, the City may, in its sole discretion, enter into negotiations with the Consultant for that Specific Project under the terms and conditions of this Agreement. The City shall initiate negotiations by providing the Consultant with a "Scope of Services Request," requesting from the Consultant a proposal to provide professional services for the Specific Project. The Consultant shall prepare a proposal that includes a lump sum fee and a manpower-task breakdown.

2.3 The agreement for each Specific Project (the "Project Agreement") shall set forth, among other things, the following:

2.3.1 The Scope of Services;

2.3.2 The deliverables;

2.3.3 The time and schedule of performance, any applicable penalty for failure to timely perform, and term;

2.3.4 The amount and schedule of payment of compensation;

2.3.5 The personnel assigned to the Specific Project; and

2.3.6. Any other details necessary to accomplish the Specific Project.

2.4 The professional Services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement. The City Manager is authorized to negotiate and execute such Project Agreements to the extent authorized by the City Code. The Consultant's services shall be performed, completed and submitted to the City as specified in this Agreement and in the Project Agreement.

2.5 The Contract Documents for each Specific Project shall incorporate this Agreement. Unless otherwise agreed to in writing, in the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

2.6 In the event the City and the Consultant are unable to reach a satisfactory Specific Project Agreement or the City determines that the best interests of the City would be served by procuring services for a Specific Project from another Consultant, then the City may, in its sole discretion, terminate negotiations with the Consultant for the Specific Project.

SECTION 3. TERM AND TERMINATION

3.1 The term of this Agreement shall be for a period of three years, commencing on the last date of execution herein, with two successive City options to renew for additional one year terms, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90 day extension of this Agreement in accordance with its terms and conditions, and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

3.2 TERMINATION – For Convenience - This Agreement may be terminated by the City for convenience upon 30 calendar days' written notice to the Consultant. In the event of such termination, any services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive compensation for any Work completed pursuant to this Agreement to the satisfaction of the City, up through the date of termination. Under no

circumstances shall City make payment of profit for services that have not been performed.

3.3 TERMINATION - For Cause - This Agreement may be terminated by either party upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provisions of Section 3.2 shall apply.

3.4 EFFECT ON PROJECT AGREEMENT - Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement or as provided by law.

SECTION 4. DEFAULT

4.1 An event of default shall mean a breach of this Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach herein, an event of default shall include the following:

4.1.1 Consultant has not performed services in a timely manner;

4.1.2 Consultant has refused or failed to supply sufficient properly skilled staff personnel;

4.1.3 Consultant has failed to make prompt payment to Subcontractors or suppliers for any services;

4.1.4 Consultant has become insolvent or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or the Consultant's affairs have been put in the hands of a receiver;

4.1.5 Consultant has failed to obtain the approval of the City where required by this Agreement;

4.1.6 Consultant has failed in the representation of any warranties;

4.1.7 Consultant has refused or failed to provide the services as defined in this Agreement.

4.2 In the event Consultant fails to comply with the provisions of this Agreement, the City may declare the Consultant in default, notify the Consultant in writing, and give the Consultant a reasonable time to cure the default. In no event shall

the time period for curing the defect exceed 15 business days unless otherwise agreed to by the parties. In the event payment has been made for services or any work not completed, the Consultant shall return these sums to the City within 10 days after notice that these sums are due. Nothing in this Article shall limit the City's right to terminate, at any time, pursuant to the provisions of this Agreement.

4.3 In an Event of Default, the Consultant shall be liable for all damages resulting from the default, including but not limited to:

4.3.1 lost funding, and

4.3.2 all costs associated with procuring alternate services, including without limitation, for the Services and additional amounts expended by the City, including procurement and administrative costs.

4.4 The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

5.1 Changes Permitted. Changes in the Scope of Services of a Project Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the City by directive, without invalidating the Project Agreement. The Consultant shall comply with the directive. The terms of the resulting Change Order shall be based upon rates provided in the Consultant's Proposal for the Specific Project, or at actual cost.

5.2 Change Order Defined. Change Order shall mean a document, which is signed by the Consultant and the City and authorizes an adjustment in the work contract price or contract time.

5.3 Effect of Executed Change Order. The execution of a Change Order by the City and the Consultant shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services, the compensation to be paid to Consultant and the required time for performance. The Consultant, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation (including additional overhead) for matters relating to or arising out of or resulting from the services included within or affected by the executed Change Order. The Consultant agrees that no claim for delay damages shall be asserted against the City and hereby waives the right to assert any such claim.

SECTION 6. CITY'S RESPONSIBILITIES

The City shall:

6.1 Provide Consultant with all available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by Consultant.

6.2 Furnish to Consultant, at the Consultant's request, existing studies, reports and other available data pertinent to the services to be provided by Consultant.

6.3 Provide Consultant access to City property as required for Consultant to perform services.

SECTION 7. CODE OF ETHICS

The code of ethics of the National Society of Professional Engineers is incorporated into this Agreement by this reference.

SECTION 8. POLICY OF NON-DISCRIMINATION

The Consultant shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the Specific Project and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery in the performance of Work under this Agreement or a Project Agreement.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the City or furnished by Consultant pursuant to any Project Agreement shall become the property of the City, whether the Specific Project for which they are made is completed or not, and shall be delivered by Consultant to City within 10 calendar days after receipt of written notice requesting delivery of said documents. In no event shall the Consultant use or permit to be used any of the documents without the City's prior written authorization. Any reuse of such documents by the Consultant without the written consent of the City for the specific purpose intended will be at the Consultant's sole risk and is not authorized by the City.

9.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the Consultant for a Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the City.

9.3 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

SECTION 10. RECORDS/AUDITS

10.1 Consultant shall maintain and require Subconsultants to maintain complete and accurate records, books, documents, papers and accounts pertaining to Work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by City or any authorized City representative with reasonable notice and shall be kept for a period of three years after the completion of each Specific Project performed pursuant to this Agreement. Incomplete or inaccurate entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the City of any fees or expenses based upon such entries.

10.2 Refusal of the Consultant to comply with the provisions of Section 10.1 shall be grounds for immediate termination for cause by the City of this Agreement or any Project Agreement.

SECTION 11. NO CONTINGENT FEE

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, 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 Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, City shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor under this Agreement. Services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant or an authorized Subcontractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Consultant.

SECTION 13. ASSIGNMENT; AMENDMENTS

13.1 Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without the prior written consent of City, which may be withheld for any reason.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed by authorized agents of both parties.

SECTION 14. INDEMNIFICATION/HOLD HARMLESS

14.1 The Consultant shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement and any Project Agreement.

14.2 The Consultant acknowledges that specific consideration has been paid or will be paid under this and each Project Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 15.

SECTION 15. INSURANCE

15.1 The Consultant shall not commence Work under this Agreement until Consultant has obtained all insurance required under this Section and such insurance has been approved by the Risk Manager of the City; nor shall the Consultant allow any Subcontractor to commence Work on its sub-contract until all similar insurance as such required of the Subcontractor has been obtained and approved. The Consultant shall secure and maintain such insurance throughout the duration of this Agreement and any Project Agreement.

15.2 Certificates of Insurance. Prior to the execution of this Agreement and/or any Project Agreement, the Consultant shall provide to the City's Risk Management Division, certificates of Insurance evidencing the required insurance coverages. The certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and any Project Agreement and shall state that such insurance is as required by this Agreement and any Project Agreement. The City reserves the right to require the Consultant to provide a certified copy of such policies upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 calendar days prior to the date of their expiration. Each policy certificate shall be endorsed with a provision that not less than 30 calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. All policies shall be issued by companies authorized to do business under the laws of the State of Florida. The City shall be named as an additional insured on all insurance policies, and with a waiver of subrogation in the City's favor. Consultant shall supply City with copies of all policies and required endorsements.

15.3 Policyholders and Financial Ratings must be no less than "A-VII" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

15.4 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance shall be maintained during the term of this Agreement and any Project Agreement to comply with statutory limits for all employees, if required, and in the case any work that is sublet, the Consultant shall require the Subcontractors similarly to

provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this policy Employer's Liability Insurance with minimum limits of $1,000,000.00 for each accident.

15.5 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the Consultant and the City against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than $1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

15.6 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Consultant and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or Subcontractors. The limit of liability shall not be less than $1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability with a $2,000,000 general aggregate.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: 1) Premises and/or Operations; 2) Independent Contractors and Products and/or Completed Operations; 3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The City is to be specifically included as an additional insured with waiver of subrogation in favor of the City against the liability of the City resulting from operations performed by or on behalf of Consultant in performance of this or any Project Agreement. Consultant's insurance, including that applicable to the City as an additional insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

15.7 Professional Liability. The Consultant shall furnish professional liability insurance coverage in an amount not less than $1,000,000.00 with a deductible of $50,000.00 or less, per claim. The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of each Project Agreement. Upon request of the City, the Consultant shall make available for inspection copies of any claims filed or made against the policy during the policy

term. The Consultant shall additionally notify the City, in writing, within 30 calendar days of any claims filed or made against this policy during the policy term.

15.8 All deductibles or self-insured retentions must be declared to and be approved by the City Manager or designee. The Consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures related to any Project Agreement.

SECTION 16. REPRESENTATIVE OF CITY AND CONSULTANT

16.1 City Representative. The City designates the City Manager or designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 Consultant Representative. Consultant shall inform the City Representative, in writing, of the representative of Consultant to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17. COSTS AND ATTORNEY'S FEES

If either the City or Consultant is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 19. CONSULTANT'S RESPONSIBILITIES

19.1 The Consultant shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which are applicable to or which affect the procedures of the Consultant.

19.2 The obligation of the Consultant to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

19.3 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional engineer

under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Specific Project for which the Consultant has provided services under a Project Agreement, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City, the Consultant shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the City, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursement to the City for any other services and expenses made necessary thereby. The City's rights and remedies under this section are in addition to and are cumulative of any and all other rights and remedies provided by this Agreement, any Project Agreement, or by law, equity or otherwise.

19.4 The Consultant's obligations under Sections 14 and 19 shall survive termination or expiration of this Agreement or any Project Agreement.

19.5 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the Consultant shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations.

19.6 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

19.7 Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein. Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

SECTION 20. SUBCONSULTANTS

20.1 In the event the Consultant requires the services of any Subconsultants/Subcontractors or other professional associates in connection with

services covered by this Agreement or any Project Agreement, the Consultant must first secure the prior written approval of the City before acquiring subcontracted Work.

20.2 Any subcontract with a Subcontractor or Subconsultant shall afford to the Consultant rights against the Subcontractor or Subconsultant which correspond to those rights afforded to the City against the Consultant herein, including but not limited to those rights of termination set forth herein.

20.3 No reimbursement or payment shall be made to the Consultant for any Subconsultants that have not been previously approved in writing by the City for use by the Consultant.

SECTION 21. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Elementz Reconstruction, LLC
Greg Rand Principal/President
8980 Ridgemont Drive
Atlanta, GA 30350

FOR CITY:

City of Opa-Locka
Sha'mecca Lawson, City Manager
780 Fisherman Street
Opa-Locka, Florida 33054

With Copy to:

Burnadette Norris-Weeks, P.A.
Opa-Locka City Attorney
401 NW 7th Avenue
Fort Lauderdale, FL 33311

SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Compensation under any Project Agreement shall be adjusted to exclude any sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 23. DISPUTE RESOLUTION

23.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

23.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply and the parties waive any right to trial by jury.

SECTION 24. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 25. HEADINGS

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

SECTION 26. 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 by reference.

SECTION 27. SEVERABILITY

If any provision of this Agreement or the 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.

SECTION 28. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

SECTION 29. CONFLICT-OF-INTEREST

29.1 To avoid any conflicts of interest, or any appearance thereof, Consultant, for the term of this Agreement, agrees that it will not represent any private sector individuals or entities with regard to engineering issues within the City without first notifying the City of the services to be performed. If, after such notification, the City reasonably determines that a material conflict exists, Consultant will not perform such conflicting work within the same office or organizational unit, but will clearly separate the work efforts. Furthermore, no information will be shared between the two units in performing such services. The conditions and requirements of this paragraph will also apply to any Subcontractors utilized by the Consultant in completion of the services under any Project Agreement.

29.2 Furthermore, Consultant covenants that no person under its employ who exercises any functions or responsibilities on behalf of the City, in connection with this Agreement, or with any Project Agreement, will have any personal financial interest, direct or indirect, with contractors or vendors providing professional services on Specific Projects assigned to the Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Consultant or its employees must be disclosed in writing to City.

SECTION 30. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of this Agreement or any Project Agreement, including as set forth above, shall survive termination of the Agreements, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

SECTION 31. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Opa-Locka and by Consultant, by and through its President, attested to and duly authorized to execute same.

FOR CITY:

ATTEST:

Joanna Flores
City Clerk

CITY OF OPA-LOCKA

By: Sha'mecca Lawson

Sha'mecca Lawson
City Manager

Dated: 06/16/2025

Approved as to form and legal sufficiency for the use of and reliance by the City of Opa-Locka only:

Candice Bell, Esq. FOR
City Attorney
Burnadette Norris-Weeks, P.A.

FOR ARCHITECT/ENGINEER:

WITNESSES:

Nancy J. Rand

Print Name: Nancy J. Rand

Print Name: Eliodoro Gil Villafana

Elements Reconstruction, LLC

By:

Print Name: Gregory Louis Rand

Dated: 5/12/2025

(CORPORATE SEAL)

J. Eggleston 5/12/25

J EGGLESTON
NOTARY PUBLIC
Clayton County
State of Georgia
My commission expires March 31, 2028

Sponsored By: City Manager

RESOLUTION NO. 26-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH APAS CONSULTING LLC FOR THE DEVELOPMENT, ADOPTION, AND FILING OF THE CITY'S TITLE VI NONDISCRIMINATION PROGRAM FOR THE OPA-LOCKA TRANSIT SYSTEM UNDER FEDERAL TRANSIT ADMINISTRATION CIRCULAR 4702.1B AND 49 CFR PART 21, IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS ($55,000.00); PROVIDING FOR THE UPDATING OF THE TITLE VI PROGRAM PLAN ADOPTED BY RESOLUTION NO. 22-9987; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in programs and activities receiving federal financial assistance; and

WHEREAS, the United States Department of Transportation implements Title VI requirements for federally assisted transportation programs through 49 CFR Part 21, and the Federal Transit Administration provides program requirements through FTA Circular 4702.1B; and

WHEREAS, the City of Opa-locka (the "City") operates the free Opa-locka Express Circulator and receives federal transit-related funding through Miami-Dade County/CITT and the Florida Department of Transportation ("FDOT"); and

WHEREAS, the City's current Title VI Program was adopted pursuant to Resolution No. 22-9987 on June 8, 2022, and was required to be updated every three years, resulting in an update deadline in June 2025; and

WHEREAS, a review of the existing Title VI Program identified ten deficiencies, including an incorrect 30-day complaint filing period instead of the federally required 180-day period, missing federal assurances, incomplete service standards, insufficient Title VI provisions for the City's bus contractor, and inadequate language-assistance requirements; and

WHEREAS, the updated Miami-Dade County Office of Civil Rights form contemplated by Resolution No. 22-9987 also remains unexecuted; and

WHEREAS, because the City does not have sufficient in-house capacity to complete the required update, City staff recommends retaining APAS Consulting LLC ("APAS") to develop, support adoption of, and file an updated Title VI Nondiscrimination Program for the Opa-locka Transit System; and

WHEREAS, the proposed engagement is limited to the City's federally funded transit program and excludes roadway projects, and the work will focus on the Opa-locka Transit System and Public Works and Utilities rather than all City departments; and

WHEREAS, Part A of the proposed engagement will provide for program development, City Commission adoption, and filing with Miami-Dade County and FDOT for a fixed fee of Thirty-One Thousand Dollars ($31,000.00), and Part B will establish records, staff training, reporting procedures, and handoff documentation for a fixed fee of Twenty-Four Thousand Dollars ($24,000.00); and

WHEREAS, the total proposed fixed fee is an amount not to exceed Fifty-Five Thousand Dollars ($55,000.00), invoiced upon delivery of specified milestones, with an anticipated schedule of 16 weeks from notice to proceed through filing; and

WHEREAS, Part A shall include development of the Title VI Program, preparation of the materials required for City Commission consideration and adoption, and filing of the adopted program with Miami-Dade County and FDOT; (b) Part B shall include establishment of records, staff training, reporting procedures, and handoff documentation intended to sustain compliance between required three-year update cycles; (c) The engagement is limited to the City's federally funded transit program and does not include roadway projects or a Citywide Title VI program for all departments; and

WHEREAS, certified translation services are excluded from APAS's fee, with APAS responsible for preparing source text in English, identifying documents and languages requiring translation, and reviewing translations returned by the City's vendor, while the City will contract with and pay its translator directly; and

WHEREAS, the City Commission finds that updating the City's Title VI Program and authorizing the proposed professional services engagement are in the best interests of the City.

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

SECTION 1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. ACCEPTANCE OF PROPOSAL AND AUTHORIZATION. The City Commission hereby accepts the professional services proposal of APAS Consulting LLC and authorizes the City Manager to negotiate and execute a Professional Services Agreement with APAS, in a form approved by the City Attorney, for the development, adoption, and filing of an updated Title VI Nondiscrimination Program for the Opa-locka Transit System.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 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 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:	Airia Austin			**Department Director Signature:**			
City Manager:	Sha'mecca Lawson			**CM Signature:**			
Commission Meeting Date:	09.09.2026		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)* **N/A**	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* **NA**		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ■ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. Of Life & City Image** ☐ **Communication** ☐				
	X						
Sponsor Name	City Manager		**Department:** Public Works		Public Works Director		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH APAS CONSULTING LLC FOR THE DEVELOPMENT, ADOPTION, AND FILING OF THE CITY'S TITLE VI NONDISCRIMINATION PROGRAM FOR THE OPA-LOCKA TRANSIT SYSTEM UNDER FEDERAL TRANSIT ADMINISTRATION CIRCULAR 4702.1B AND 49 CFR PART 21, IN AN AMOUNT NOT TO EXCEED $55,000; PROVIDING FOR THE UPDATING OF THE TITLE VI PROGRAM PLAN ADOPTED BY RESOLUTION 22-9987.

Staff Summary:

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in federally funded programs. For transit programs, the U.S. Department of Transportation implements these requirements through 49 CFR Part 21, and the Federal Transit Administration provides program requirements in Circular 4702.1B.

The City operates the free Opa-locka Express Circulator, with federal transit-related funding through Miami-Dade County/CITT and FDOT. The City's current Title VI Program was adopted by Resolution 22-9987 on June 8, 2022, and was required to be updated every three years. It therefore expired in June 2025.

A review identified ten deficiencies, including an incorrect 30-day complaint filing period instead of the federally required 180 days, missing federal assurances, incomplete service standards, insufficient Title VI provisions for the bus contractor, and inadequate language-assistance requirements. The Miami-Dade County Office of Civil Rights updated form required by Resolution 22-9987 also remains unexecuted. The deficiencies and applicable federal requirements are detailed in Exhibits A and B.

Because the City does not have in-house capacity to complete the required update, staff recommend that the City Commission authorize the City Manager to execute a Professional Services Agreement with APAS Consulting LLC, not to exceed $55,000. The scope is limited to the City's federally funded transit program and excludes roadway projects.

The work will focus on the Opa-locka Transit System and Public Works and Utilities rather than all City departments. Phase I will prepare the Title VI program, obtain Commission approval, and file it with Miami-Dade County and FDOT. Phase II will establish records, staff training, reporting procedures, and handoff documentation to maintain compliance between three-year update cycles.

Financial Impact- The total not-to-exceed cost is $55,000, fixed fee. Part A, program development, adoption, and filing, is $31,000. Part B, the records, training, and reporting structure that sustains the program, is $24,000. The engagement is presented as a single authorization. Fees are invoiced on delivery of each milestone rather than by the hour or by the month and are payable net thirty days. The schedule is sixteen weeks from notice to proceed to filing, with Commission adoption and filing occurring in weeks thirteen through sixteen. Certified translation is excluded from the fee. The consultant prepares all source text in English, identifies the documents and languages that require translation, and reviews the translations returned by the City's vendor. The city contracts and pays its translator directly, which avoids consultant markup on a service the City can procure at cost.

Account	Description	Available	Expenditure	Remaining Balance
43-538342	Professional Services. Title VI Program, Part A: development, adoption, and filing	To be confirmed by Finance	$31,000.00	
43-538342	Professional Services. Title VI Program, Part B: records, training, and reporting structure	To be confirmed by Finance	$24,000.00	
	Total		$55,000.00	

Proposed Action:

Staff recommend that the City Commission adopt the resolution authorizing the City Manager to execute a Professional Services Agreement with APAS Consulting LLC, in an amount not to exceed $55,000, for the development, adoption, and filing of the City's Title VI nondiscrimination program for the Opa-locka Transit System; to update the Title VI Program Plan adopted by Resolution 22-9987; and to take all actions necessary to file the resulting program with Miami-Dade County and the Florida Department of Transportation.

Attachment:

Exhibit A: Professional Services Proposal, Title VI Compliance Program, Opa-locka Transit System (APAS Consulting LLC)

PROPOSAL

Title VI Compliance Program

Opa-locka Transit System

To	Airia Austin, Director of Public Works & Utilities, City of Opa-locka
From	Hardeep Anand, PE, Principal Engineer., APAS Consulting LLC
Date	August 18, 2026
Subject	Title VI program development, adoption, and filing
Fixed fee	**$55,000**
Duration	16 weeks from notice to proceed

This proposal covers the City's federally funded transit program. Roadway compliance work is not included. The City has advised that it holds no FDOT funded roadway projects; APAS confirms this under Task A1.

1. BACKGROUND

The City of Opa-locka operates the Opa-locka Express Circulator, a fixed route service provided free of charge. City published information identifies one route currently in operation, the North Link. Resolution 22-9987 records Miami-Dade County funding through the Citizens' Independent Transportation Trust for the North Route and an award from the Florida Department of Transportation for a South Route. The resolution states that both funding agencies require the City to keep an active Title VI program, to update it every three years, and to obtain City Commission approval. Current status of each funding stream is confirmed under Task A1.

The City's current program was adopted June 8, 2022 by Resolution 22-9987. On a three-year cycle it expired in June 2025. APAS reviewed the adopted plan against FTA Circular 4702.1B and 49 CFR Part 21 and identified the following deficiencies.

#	Deficiency in the adopted program	Governing requirement
1	Complaint filing window is 30 days	180 days, 49 CFR 21.11(b)
2	Language assistance limited to Spanish, with no determination of which languages meet the Safe Harbor threshold	EO 13166; FTA C 4702.1B, Ch. III, Sec. 9
3	Four factor LEP analysis states no LEP count, percentage, or Safe Harbor finding	FTA C 4702.1B, Ch. III, Sec. 9.c
4	Service standards section contains headings with no standards	FTA C 4702.1B, Ch. IV, Sec. 4
5	DOT Standard Title VI Assurances not signed	49 CFR 21.7
6	No contractor monitoring and no Title VI clauses in the bus operating contract	49 CFR 21.7(a)(1)
7	No staff training program	Program sustainment. Not an enumerated element of FTA C 4702.1B
8	Miami-Dade County Yearly Update Form attached to the adopted resolution unexecuted	Resolution 22-9987, Section 2
9	Content carried forward from the 2015 plan without revision	49 CFR 21.9(b)
10	Program expired approximately June 2025	Resolution 22-9987; FTA C 4702.1B, Ch. III, Sec. 4

2. SCOPE OF WORK

Work is divided into two parts. Part A produces and files the compliance program. Part B produces the records, training, and reporting structure required to maintain it between cycles. Both are included in the fee.

Departments in scope: Opa-locka Transit System, and Public Works & Utilities. No other City department is included.

Part A. Program Development, Adoption, and Filing

Task	Deliverable	Description
A1	Startup review	Confirmation of funding streams and Assistance Listing numbers, peak vehicle count, receiving agency, current submission format, and deadlines, verified with Miami-Dade County DTPW and FDOT. Written memo.
A2	Gap review	The adopted program assessed element by element against FTA Circular 4702.1B. Written findings.
A3	Title VI Program	Public notice, complaint procedures at 180 days, complaint form, complaint and investigation log, public participation plan, Title VI Coordinator designation, committee representation table, system wide service standards and service policies, recordkeeping procedures.
A4	Language Assistance Plan	Four factor analysis using current American Community Survey data, documented Safe Harbor determination, vital document schedule, and language service plan covering each language meeting the Safe Harbor threshold. Source text prepared in English.
A5	Assurances and contract language	Signed DOT Standard Title VI Assurances, Title VI clauses for the bus operating contract, and written contractor monitoring procedure.
A6	Commission package	Resolution superseding Resolution 22-9987, executive memorandum, presentation, and question brief.
A7	Agency filing	Completed Miami-Dade County Municipality Information Sheet and Yearly Update Form, FDOT submission package, and tracking sheet.

Part B. Records, Training, and Reporting Structure

Delivered as documents, registers, templates, and written procedures placed in the City's existing document environment.

Task	Deliverable	Description
B1	Compliance records structure	Folder structure, file naming convention, master compliance index, and records retention schedule on the City's existing shared drive. Delivered configured and populated with the Part A record.
B2	Registers and templates	Complaint log, investigation tracker, public outreach log, training attendance register, translation schedule, and contractor monitoring log, with completion instructions.
B3	Staff training program	Core curriculum plus role-based modules for bus operators, public facing staff, and the Title VI Coordinator. Slides, facilitator notes, participant handouts, and knowledge checks. Two train the trainer sessions delivered.
B4	Onboarding and refresher modules	New hire module and annual refresher module.
B5	Coordinator role and handover package	Written Coordinator role description, duties calendar, delegation memorandum, and handover checklist.
B6	Reporting calendar	Annual compliance calendar keyed to the County Yearly Update and the three-year cycle, pre filled County update workbook, internal self-assessment checklist, and quarterly review procedure.
B7	Translation coordination	Vital document schedule, written translation scope for the City to issue to its vendor, and review of returned Spanish and Haitian Creole against the English source.
B8	Rollout sessions	Working sessions with Public Works, Transit, City Clerk, Human Resources, and the City Manager's office.

3. SCHEDULE

Sixteen weeks from notice to proceed to agency filing.

Phase	Activity	Weeks	Deliverable
1	Startup review and agency confirmation	1 to 2	A1
2	Gap review	2 to 4	A2
3	Title VI Program drafting	3 to 7	A3
4	Four factor analysis and Language Assistance Plan	4 to 7	A4
5	Assurances, contract language, monitoring procedure	6 to 8	A5
6	Records structure, registers, reporting calendar	6 to 10	B1, B2, B6
7	Training program, refreshers, handover package	8 to 12	B3, B4, B5
8	City review, translation coordination, rollout sessions	10 to 13	B7, B8
9	Commission adoption and agency filing	13 to 16	A6, A7

Schedule Basis

- Notice to proceed issued within 10 business days of Commission approval.
- City provides the requested project information within 10 business days of notice to proceed.
- City returns consolidated comments on each draft within 10 business days.
- A Commission meeting date is available in weeks 13 to 16. If unavailable, adoption moves to the next scheduled meeting at no change in fee.
- Agency review time following filing is outside this schedule.

4. BUDGET

Fixed fee. Inclusive of all professional labor for the deliverables listed in Section 2.

Part	Description	Fixed fee
A	Program development, adoption, and filing	$31,000
B	Records, training, and reporting structure	$24,000
	Total	**$55,000**

Payment Schedule

Invoiced on delivery. Net 30 days.

Milestone	Percent	Amount
Startup review delivered	15%	$8,250
Draft Title VI Program delivered	25%	$13,750
Records structure, registers, and reporting calendar delivered	20%	$11,000
Training program delivered and train the trainer complete	20%	$11,000
Adopted by Commission and filed with agencies	20%	$11,000
Total	**100%**	**$55,000**

5. EXCLUSIONS AND TERMS

Not Included

- **Roadway compliance.** No FDOT Local Agency Program, 23 CFR Part 200, or SCAT work. The City has advised that it holds no federal aid roadway projects, confirmed under Task A1.
- **Software.** No software, application, database, or hosted system is developed, licensed, deployed, or maintained. Part B deliverables are documents, templates, registers, and written procedures.
- **Translation services.** APAS prepares English source text, specifies the documents and languages requiring translation, and reviews returned translations. The City contracts and pays its translator directly.
- **Information technology services.** Drive configuration, permissions, storage, and migration of legacy records are the City's responsibility.
- **Public meeting logistics.** APAS prepares notices, agendas, and presentation content. The City provides venue, interpreters, notice distribution, and minutes.
- **Legal services.** APAS is not acting as counsel and this proposal does not constitute legal advice.

City Responsibilities

- Provide grant agreements, the bus operating contract, prior Title VI records, and complaint records.
- Designate a single point of contact authorized to consolidate departmental comments.
- Designate a Title VI Coordinator prior to Phase 7.
- Make staff available for two training sessions and the rollout sessions.

Terms

- Fixed fee invoiced on the milestone schedule in Section 4. Net 30 days.

Authorization

Accepted for the City of Opa-locka:

Signature	Date
Name	Title

Submitted by:

Hardeep Anand, PE
Principal Engineer, APAS Consulting LLC
contact@apas.ai

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE ACCEPTANCE OF A FIFTY THOUSAND DOLLAR ($50,000.00) 2025 URBAN AND COMMUNITY FORESTRY - INFLATION REDUCTION ACT GRANT AND EXECUTION OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES AGREEMENT NO. 34139, ATTACHED HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the United States Department of Agriculture Forest Service (USDA), through the Florida Department of Agriculture and Consumer Services and its Florida Forest Service Division, awarded the City a Fifty Thousand Dollar ($50,000.00) Urban and Community Forestry - Inflation Reduction Act grant, with no local match required, to execute its Citywide Tree Maintenance Project; and

WHEREAS, the Florida's Urban and Community Forestry - Inflation Reduction Act (UCF-IRA) Grant Program provides financial assistance to initiate or enhance local urban and community forestry programs and improve the urban environment within the State. The primary purpose of this program is to promote better urban forest management and provide resources necessary for the retention and expansion of community tree canopy throughout the State; and

WHEREAS, the Fifty Thousand ($50,000) award will be used to conduct targeted tree trimming and professional maintenance to approximately 153 trees in the downtown area to improve canopy health and public safety. The professional maintenance activities will include: Pruning, Canopy raising, Thinning, Size reduction (where appropriate), Clearance pruning, Deadwood removal, Mulching (up to 20 inches beyond drip line), Staking of recently planted trees, and Tree-health inspections; and

WHEREAS, Florida Department of Agriculture and Consumer Services Agreement No. 34139 was fully executed on or about July 23, 2026 and remains in effect through August 31, 2027, subject to its terms; and

WHEREAS, Staff became aware on April 20, 2026, of the Notice of Award, and that the grant agreement, which was received on July 23, 2026, had to be returned and executed within 30 days ; and

WHEREAS, ratification is necessary to confirm City Commission approval of the acceptance and execution and to authorize continued administration and performance; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to ratify the City's acceptance of the Fifty Thousand Dollar ($50,000.00) 2025

Urban and Community Forestry - Inflation Reduction Act grant and execution of Florida Department of Agriculture and Consumer Services Agreement No. 34139, attached hereto as Exhibit "A".

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

SECTION 1. RECITALS ADOPTED.
The foregoing recitals are incorporated into this Resolution.

SECTION 2. ACCEPTANCE AND EXECUTION RATIFIED.
The City Commission hereby ratifies the City's acceptance of the Fifty Thousand Dollar ($50,000.00) 2025 Urban and Community Forestry - Inflation Reduction Act grant and execution of Florida Department of Agriculture and Consumer Services Agreement No. 34139, attached hereto as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered, and corrections of typographical errors that do not affect the intent may be authorized by the City Manager following review and approval by the City Attorney, without need of public hearing.

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

PASSED and ADOPTED this _____ day of _____, 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:	Owen Carney			**Division Manager Signature:**			
City Manager:	Sha'mecca Lawson			**CM Signature:**			
Commission Meeting Date:	09.09.2026		**Item Type:** *(Enter X in the box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in the box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in the box)*		**1st Reading**		**2nd Reading**
		X	**Public Hearing:** *(Enter X in the box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#:*	*(Enter Fund & Dept.)* See Financial Impact Section		**Advertising Requirement:** *(Enter X in the box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in the box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in the box)*	**Yes**	**No**	**Strategic Plan Priority Area:** Enhance Organization ■ Bus. & Economic Development ■ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐		**Strategic Plan Obj./Strategy:** (*list the specific objective/strategy this item will address)*		
	X						
Sponsor Name:	City Manager		**Department:**		Public Works		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO ACCEPT THE RATIFICATION OF THE ACCEPTANCE OF THE 2025 URBAN AND COMMUNITY FORESTRY – INFLATION REDUCTION ACT GRANT PROGRAM AND EXECUTION OF THE GRANT AGREEMENT.

Staff Summary:

The USDA Forest Service through the Florida Department of Agriculture and Consumer Services and through its Florida Forest Service Division awarded the city a grant of Fifty Thousand ($50,000) Dollars with no local match required to perform its Citywide Tree Maintenance Project.

The Florida's Urban and Community Forestry – Inflation Reduction Act (UCF-IRA) Grant Program provides financial assistance to initiate or enhance local urban and community forestry programs and improve the urban environment within the State. The primary purpose of this program is to promote better urban forest management and provide resources necessary for the retention and expansion of community tree canopy throughout the State.

The Fifty Thousand ($50,000) award will be used to conduct targeted tree trimming and professional maintenance to approximately 153 trees in the downtown area to improve canopy health and public safety.

The professional maintenance activities will include:

1. Pruning
2. Canopy raising
3. Thinning
4. Size reduction, where appropriate
5. Clearance pruning
6. Deadwood removal
7. Mulching (up to 20 inches beyond drip line)
8. Staking of recently planted trees
9. Tree-health inspections

Ratification is necessary since staff became aware on April 20, 2026, of the Notice of Award, and that the grant agreement, which was received on July 23, 2026, had to be returned and executed within 30 days.

Financial Impact: The City will receive up to $50,000.00 to cover Citywide Tree Trimming and maintenance costs under the USDA Forest Service through the Florida Department of Agriculture and Inflation Reduction Act Grant Program. There is no financial match required by the City.

Proposed Action:

Staff recommends the City Commission approves the ratification of the acceptance of the 2025 Urban and Community Forestry – Inflation Reduction Act (UCF-IRA) Grant Program and the execution of the Grant Agreement.

Attachment(s):

Notification Of Award
Grant Agreement

Florida Forest Service
(850) 681-5800

The Conner Building
3125 Conner Boulevard
Tallahassee, Florida 32399-1650

Florida Department of Agriculture and Consumer Services

Commissioner Wilton Simpson

April 20, 2026

Ms. Yesly Guillen
City of Opa-locka
780 Fisherman Street
Opa-locka, Florida 33054

Dear Ms. Guillen:

Congratulations! It gives me great pleasure to inform you that the Florida Forest Service (FFS), a division of the Florida Department of Agriculture and Consumer Services (FDACS), has selected your proposal for a $50,000.00 grant award from the 2025 Urban and Community Forestry – Inflation Reduction Act Grant Program.

You will soon receive an email with a DocuSign version of the Federal Financial Assistance Subrecipient Agreement (Agreement). Upon receipt, please have the authorized individual **sign and return the agreement within 30 days** to the Florida Department of Agriculture and Consumer Services (FDACS). Please take note of the two forms attached to this agreement. These forms should be completed and returned with the signed contract.

Please **do not** spend any funds that may be claimed as grant reimbursement or match until both parties have executed the Agreement.

If you have any questions or concerns, please contact FFS Urban Forestry Coordinator Todd Little at (850) 681-5874 or Todd.Little@FDACS.gov.

Sincerely,

Richard Dolan, Director
Florida Forest Service

RD/tl

Docusign Envelope ID: D8011A3B-BD50-8C3D-82E9-592D41CDCF54

FDACS# 34139

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FEDERAL FINANCIAL ASSISTANCE
SUBRECIPIENT AGREEMENT

This Federal Financial Assistance Subrecipient Agreement (Agreement) made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the Recipient, and the City of Opa-locka, the Subrecipient. The Subrecipient's Application package for federal financial assistance, dated, November 17, 2025 (Application) is incorporated by reference. The Subrecipient shall perform the Scope of Work contained in the Subrecipient's Application.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is 70151500.

A. SUBAWARD AMOUNT

1. The total award amount for satisfactorily completing the Scope of Work is $50,000.00. In no event shall the Recipient be liable for payment of any amount, which exceeds the total award amount.
   a. The Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the agreement period.
   b. The balance of unobligated funds which have been advanced or paid must be refunded to the Recipient.
   c. Funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Recipient.

B. TERM

1. The agreement period of this Subrecipient agreement shall commence upon execution and, unless sooner terminated or canceled, shall end on the 31st day of August, 2027 (Term).

2. No-cost extensions require the prior written approval of the Recipient and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The Subrecipient shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The Subrecipient must register and maintain a registration in SAM until submittal of the final financial report. A unique entity identifier is a 12-character alphanumeric ID assigned to an entity by SAM.gov.

2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

    a. All expenditures of federal financial assistance under the Agreement shall be in compliance with all applicable laws, rules, and regulations applicable to expenditures of federal funds.

    b. The Subrecipient shall implement applicable National Policy Requirements.

2. Deliverables

    a. The Subrecipient must provide quantifiable, measurable, and verifiable units of Deliverables which must be received and accepted in writing by the Recipient before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in the Subrecipient Application.

    b. The Subrecipient shall perform all deliverables within the time frame established in this Agreement. Unless otherwise set forth in the Scope of Work, failure to meet the Deliverables of this Agreement shall result in a financial consequence up to 100% of the final payment request unless the failure to perform the deliverable is corrected or prohibited by the federal agency awarding the grant.

3. Financial Management

    a. The Subrecipient shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this Agreement.

    b. The Subrecipient shall comply with 2 CFR, Part 200, as currently in effect and as may be amended from time to time and adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

    a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the Subrecipient and terms of this Agreement.

    b. The Subrecipient shall submit the payment request packet to the Recipient's Grant Manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary, and reasonable, and must be submitted by budget category consistent with the budget plan submitted with the Subrecipient's Application.

    c. All reimbursement requests must be submitted using the Recipient's standard payment request packet and provide supporting documentation for each cost. An authorized Subrecipient representative shall sign the certifications on the payment request packet submitted.

d. The payment request packet is downloadable from https://forms.fdacs.gov/02019.pdf.

e. A Subrecipient whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.

f. $50,000.00 for one year based on invoices submitted for expenses incurred during the quarterly periods ending March 31, June 30, September 30 and December 31 of each year. Each quarter, The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT'S performance progress report. Invoices must be received within 30 calendar days of the conclusion of each quarter. Bills will be in the form of an invoice by major categories and will include local funding information detailing staff salaries, benefits, indirect costs (at 10% of Total Direct Costs) and other approved expenses, if accrued.

g. Travel and per diem costs are not allowable under this contract.

5. Payment of Reimbursement Requests

a. Payment for allowable, necessary, and reasonable costs shall be made within thirty (30) days after acceptance by the Recipient. Payment request packets returned to the Subrecipient due to omissions or preparation errors will result in a payment delay.

b. Payment requests for a percentage of work completed on each task deliverable are allowed.

c. Payment is contingent upon the availability of funding from the federal agency and the Subrecipient's compliance with the terms and conditions of this Agreement.

d. The final payment under this Agreement shall be made upon completion of the Scope of Work including all Deliverables and the receipt and approval of all reports required hereunder.

(1) The final payment under this Agreement shall be made upon completion of the Scope of Work including all Deliverables and the receipt and approval of all reports required hereunder. Reimbursement request form with required backup documentation.
(2) Final Report – brief paragraph on letterhead or form FDACS-02018 summarizing what was accomplished with the grant funding.
(3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.
(4) Copy of Congressional thank you letter - Thank you letter addressed to your federal congressional representatives for the grant funding. Include a brief description of what you were able to accomplish with the funding.
(5) Certification of Acceptance executed by a Florida Forest Service official.

e. Disallowance or adjustments due to audit findings may require the Subrecipient to return funds to the Recipient. The Subrecipient is solely responsible for reimbursing the Recipient for amounts incorrectly paid to the Subrecipient.

6. Program Income

a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR 200.80

b. The Subrecipient must report to the Recipient any program income received or anticipated from the activities performed under this Agreement.

7. Revision of Budget Plan

a. The Budget Plan contained in the Subrecipient Application lists costs and budget categories to fund the Subrecipient's performance of the Scope of Work, including the completion of Deliverables.

b. The Subrecipient is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.

c. Prior approval, evidenced by contract amendment, is required for:

(1) Any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.

(2) Any equipment purchases not noted in the original Budget Plan and/or Scope of Work.

(3) Any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

a. The Subrecipient shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel, and delays in completion of the work.

9. Acknowledgements

a. The Subrecipient shall have an acknowledgement of the USDA Forest Service support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research

instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

Minimum verbiage requirement is as follows: "This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."

b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.

c. Audiovisual means a product containing visual imagery or sound or both.

d. The Subrecipient acknowledgement must contain a disclaimer which states: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the USDA Forest Service."

e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the USDA Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the USDA Forest Service nor does mention of trade names, commercial productions, services, or organizations imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

a. Equipment must be used in the project for which the federal funds are derived.

b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds $5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.

c. The Subrecipient must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.

d. A physical inventory is required at least once every two years.

e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the Recipient is required.

f. At the end of the award period, the Subrecipient is required to request from the Recipient disposal instructions and is required to notify the Recipient of the fair market value of the equipment and/or real property.

2. Insurance Coverage

   a. The Subrecipient will carry sufficient insurance coverage to protect all assets required under the Agreement from loss due to theft, fraud, and/or undue physical damage. The Subrecipient shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

   a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this Agreement shall become the exclusive property of the Recipient and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Subrecipient nor any individual employed under this Agreement shall have any proprietary interest in such property.

   b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Recipient.

   c. In the event it is determined as a matter of law that any such work is not a "work for hire," the Subrecipient shall immediately assign to the Recipient all copyrights subsisting therein for the consideration set forth in the Agreement and with no additional compensation.

   d. The foregoing shall not apply to any preexisting software, or other work of authorship used by the Subrecipient to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by the Subrecipient pursuant to a previous Agreement with the Recipient or by a purchase by the Recipient under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

1. The matching or cost share portion must be tracked using a unique identifier in the Subrecipient accounting system.

2. If the matching or cost share portion is not met, the Recipient may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.

3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.

4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the Application.

5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign-in/sign-out logs and must explicitly state the method for valuation of the hours. The value must be reasonable.

6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.

7. In-kind contributions must be provided by a third party during the period for which they are being claimed.

8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third-party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The Subrecipient will follow the same policies and procedures it uses for procurements from other funding sources.

2. The Subrecipient must have documented procurement procedures.

3. The Subrecipient must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The Subrecipient shall submit detailed quarterly reports using the format and content shown on the Recipient's performance progress report. The performance progress report is downloadable from https://forms.fdacs.gov/02018.pdf.

2. In the event the Agreement is terminated, the Subrecipient shall furnish a report detailing progress made under this Agreement through the date of termination within twenty (20) days of termination.

3. The Subrecipient shall cooperate in all on-site reviews from the Recipient, its authorized representatives, or federal government personnel.

4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this Agreement to ensure compliance with project activities and statutes, regulations, and rules.

5. The Recipient will give 48 hours' notice of any on site review.

6. The Subrecipient shall make available all personnel involved in the performance of work on this Agreement.

7. Failure to correct substandard performance within thirty (30) days after written notice from the Recipient shall result in suspension and/or termination of the Agreement.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

a. Upon reasonable notice, the Recipient shall have access to the Subrecipient's records during normal business hours.

b. The Subrecipient shall maintain all records pertinent to the activities to be funded under this Agreement for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the Agreement have been completely resolved.

2. Access to Public Records

a. The Subrecipient shall comply with all applicable requirements of Chapter 119, F.S.

b. To the extent that Subrecipient meets the definition of "Contractor" under Section 119.0701, F.S., all documents, including papers, letters, or any other record or materials prepared pursuant to this Agreement are subject to Florida's Public Records Law. Subrecipient must:

(1) Keep and maintain public records required by the Recipient to perform the service.

(2) Upon request from the Recipient's custodian of public records, provide the Recipient with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Recipient.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the Subrecipient does not transfer the records to the Recipient.

(4) Upon completion or termination of the contract, transfer, at no cost, to the Recipient all public records in possession of the Subrecipient or keep and maintain public records required by the Recipient to perform the service. If the Subrecipient transfers all public records to the Recipient upon completion or termination of the contract, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion or termination of the contract, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Recipient, upon request from the Recipient's custodian of public records, in a format that is compatible with the information technology systems of the Recipient.

c. The Recipient shall have the right of unilateral cancellation for refusal by the Subrecipient to allow public access to all documents, papers, letters, or other material made or received by the Recipient in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

d. Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the Recipient shall provide thirty (30) calendar days written notice of default and shall provide the Subrecipient the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Recipient shall have all rights and remedies provided at law or in equity, including without limitation the following:

   a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.

   b. Disallow all or part of the cost of the services not in compliance.

   c. Wholly or partly suspend or terminate this Agreement.

2. Termination

   a. This Agreement may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. The Subrecipient shall be paid for all work satisfactorily performed prior to the date of termination provided the Subrecipient has otherwise complied with the terms of this Agreement, including the submission of all reports.

   b. The Recipient may suspend or terminate this Agreement if the Subrecipient:

      (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;

      (2) Fails to timely fulfill its obligations under the Agreement;

      (3) Improperly or illegally uses funds provided under this Agreement; or

      (4) Submits reports that are incorrect in any material respect.

K. CLOSE OUT

1. Notwithstanding the termination of this Agreement, the Subrecipient's obligations to the Recipient shall survive until all close out requirements are completed. Close out activities shall include but are not limited to completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to Recipient or its designee.

2. Post-close Out Adjustments

    a. Any funds paid in excess of the amount to which the Subrecipient is entitled under the Agreement must be refunded to the Recipient within thirty (30) days after demand therefore by Recipient.

L. AUDIT REQUIREMENTS

1. Audit Provisions

    a. If the Subrecipient is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.

    b. If the Subrecipient is a commercial organization (for-profit), the organization will provide the Recipient with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.

    c. Audit provisions are not required for a Subrecipient who is an individual.

    d. In the event that the Subrecipient expends $1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.

    e. If the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.

    f. If the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

    a. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from the Recipient.

    b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

a. If the Subrecipient has an audit conducted in relationship to any other federal regulation or statute, the Recipient may determine upon review if the audit reports meet the needs of the Recipient. If so, an additional audit will not be required.

b. An audit of the Subrecipient conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.

c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO), or Recipient to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

a. Audits shall be performed annually to meet this requirement.

5. Sanctions

a. If the Subrecipient is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

a. The Subrecipient shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR 200.512.

b. The Subrecipient shall prepare the financial statements in accordance with 2 CFR 200.510.

c. The Subrecipient shall promptly follow up and take corrective action on audit findings.

d. The Subrecipient will provide the auditor with access to records, personnel, documentation, and other information as needed by the auditor.

7. Audit Findings Follow-up

a. At the completion of the audit, the Subrecipient must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.

b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.

c. If the Subrecipient does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

d. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.

e. Failure of the Subrecipient to comply with the above requirement will constitute a violation of this Agreement and may result in the withholding of future payments.

8. Report Submission

a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

b. The Subrecipient must submit required data elements described in Appendix X to 2 CFR, Part 200 – Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the Subrecipient, its federal programs and the results of the audit.

c. A senior representative of the Subrecipient must sign a statement to be included as part of the data collection that the Subrecipient has complied with the audit requirements, the data was prepared in accordance with 2 CFR 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete, and the reporting package and form will be publicly available on the web.

d. The Subrecipient shall also submit to the Recipient's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor, and the data collection form described in Appendix X to 2 CFR, Part 200.

e. The Subrecipient is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at https://www.fac.gov/.

f. The Subrecipient shall ensure that audit working papers are made available to the Recipient's Chief Financial Officer or Auditor General, or its designee, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Recipient.

M. GENERAL CONDITIONS

1. Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The Subrecipient will at all times remain an independent contractor with respect to the services to be performed under this Agreement.

2. Indemnification. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Recipient, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Subrecipient, its agent, employees, partners, or subcontractors, provided, however that the Subrecipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Recipient. Nothing herein contained shall be construed or operate as a

waiver of sovereign immunity to the extent sovereign immunity, as set forth in Section 786.28, F.S., may otherwise apply.

3. Liability. The Recipient shall not assume any liability for the acts, omissions to act or negligence of the Subrecipient, its agents, servants, and employees, nor shall the Subrecipient disclaim its own negligence to the Recipient or any third party.

4. The Subrecipient shall not discriminate on the basis of race, sex, religion, color, national origin, age, or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5. The Subrecipient acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the Subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

6. This Agreement is contingent upon the availability of funding from the federal agency. This Agreement may be terminated by Recipient if funding from the federal agency is reduced or terminated.

7. The Subrecipient represents and warrants that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. Any lower tier contract provider who receives funds as a result of this Agreement shall be verified by Subrecipient through the General Services Administration (GSA) Federal Excluded Parties List: https://sam.gov/SAM/.

8. The Subrecipient shall comply with the Federal Acquisition Regulation 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as currently in effect and as may be amended from time to time. Failure to comply or if the Subrecipient knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this Agreement.

9. The Subrecipient acknowledges it has completed the certification regarding lobbying.

10. If prior written authorization for subcontracting is granted by the Recipient, any work or services subcontracted by the Subrecipient shall be specifically by written contract or Agreement, and such subcontracts shall be subject to each provision of this Agreement and applicable Federal, State or County guidelines and regulations as currently in effect and as may be amended from time to time. Prior to execution by the Subrecipient of any subcontract hereunder, the Subrecipient must submit such subcontracts to the Recipient for its review and approval.

11. The Subrecipient will comply with section 20.055, F.S.

12. This Agreement may not be modified except by a written instrument executed by a duly authorized representative of each party hereto.

13. In the event that two or more documents combine to form this Agreement, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the Recipient shall be controlling.

14. This Agreement shall be controlled by Florida law, without regard to any conflict of law provisions thereof with venue in Leon County, Florida.

15. Severability. In the event that any clause or requirement of this Agreement is contradictory to, or conflicts with the requirements of Florida or federal law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the applicable Florida or federal law shall substitute for that clause or requirement and be binding on all parties hereto.

16. Paragraph Headings. Paragraph headings contained in this Agreement are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this Agreement.

17. Compliance. The Subrecipient shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in effect and as may be amended from time to time pertaining to the duties and obligations arising from this Agreement.

18. Survival. The termination of this Agreement (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Article D (entitled "FINANCIAL AND PROGRAM MANAGEMENT"), Article I (entitled "RECORD RETENTION AND ACCESS"), Article K (entitled "CLOSE OUT"), and Article L (entitled "AUDIT REQUIREMENTS") hereof will survive the termination of this Agreement.

19. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

20. The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

21. Administration of Agreement.

    The Grant Manager for the Recipient is Todd Little and is located at 3125 Conner Boulevard, Tallahassee, Florida 32399.

The Grant Manager for the Subrecipient is Yesly Guillen and is located at 780 Fisherman Street, Opa-locka, Florida, 33054.

Substitution of a Grant Manager by any party after execution of this Agreement shall not require a formal amendment of this Agreement; however, the other Grant Manager shall be informed in writing within seven (7) business days of the substitution.

22. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth above.

23. Entire Agreement. The instrument, including any attachments or exhibits, embodies the Entire Agreement of the parties for the use of the funds received under this Agreement. This Agreement supersedes all previous oral or written communications, representations, or Agreements on this subject.

N. STATE FUNDS; REPORTING

1. Inspection and Reporting Requirements. Upon request, the Subrecipient shall comply with Section 216.1366(3), F.S., inspection requirements. Any records, papers, and documents requested by the Department must be provided for inspection within ten (10) business days after the request is made. If the Subrecipient is a non-profit organization as defined in Section 215.97(2), F.S., then the Subrecipient must provide documentation that indicates the amount of state funds (1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the Subrecipient, and (2) allocated under each payment by the Recipient to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and receipts of remuneration.

2. The Subrecipient is not classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the Subrecipient is not required to complete and return the Total Compensation Paid to Non-Profit Personnel Using State Funds form (FDACS-01324) located at https://forms.fdacs.gov/01324.pdf in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this Agreement and with each invoice or reimbursement submission in accordance with Section D. If the non-profit Subrecipient maintains a website, the Subrecipient must post the information required by Section 216.1366(3), F.S., on its website.

3. Failure to comply with any of the requirements of Section 216.1336, F.S., may result in termination of the Agreement as prescribed in Section J.

NOTE: Articles O and P do not apply to Individuals or Private Citizens.

O. EXECUTIVE COMPENSATION

1. The Subrecipient shall complete and return the Executive Compensation Attestation for Agreements Involving State Funds form (FDACS-01317) located at https://forms.fdacs.gov/01317.pdf no later than ten (10) business days from execution of

this Agreement. Executive Compensation Attestation is required pursuant to Executive Order 20-44. Governmental entities as defined in Section 287.012(14), F.S., are excluded from the executive compensation reporting.

2. In the event that the Subrecipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Subrecipient being named in statute as the required Subrecipient of a sole-source, public-private Agreement, then the Subrecipient shall provide an annual report to the Recipient due on or before June 30th. An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Subrecipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Subrecipient's IRS Form 990.

3. The Subrecipient understands and agrees that it must provide Recipient of written notice detail any change in executive compensation in the intervening period between annual reports.

4. The Subrecipient understands and agrees that failure to comply with any provision of this section constitutes a material breach for which Recipient may seek termination of this Agreement pursuant to Article 7 of this Agreement.

5. The final annual report shall be delivered to the Recipient as part of the close out process detailed in Article 8.

P. AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

Pursuant to Section 787.06(13), F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, as defined in Section 287.138(1), F.S., an officer or representative of the nongovernmental entity must attest under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, F.S. The Non-Coercion for Labor or Services Affidavit (FDACS-01364) located at https://forms.fdacs.gov/01364.pdf or a substantially similar affidavit must be completed and returned to the Recipient no later than ten (10) business days from the contract being executed, renewed, or extended. Email the completed affidavit to the Recipient's Grant Manager and reference the contract number in the subject line.

Federal resources awarded to the Subrecipient pursuant to this agreement are from USDA Forest Service, federal financial assistance funding opportunity under FAIN #23-DG-11083112-500 and Assistance Listing Number (ALN) (formerly known as Catalog of Federal Domestic Assistance Number) 10.727, Inflation Reduction Act Urban & Community Forestry.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the parties have caused to be executed this Agreement by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	SUBRECIPIENT
Joey B. Hicks	
Signature	Signature
Director of Administration	Sha'mecca Lawson
Title	Title
7/23/2026	07/23/26
Date	Date

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-500	2. Subrecipient FEIN: 596000394
3. Subrecipient Legal Name: City of Opa-locka	

Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

Performance Measures

Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures
1	1	Tree Maintenance	Maintain Trees for Health, Community Safety and Aesthetic	$50,000	a total of approximately 153 trees will be properly pruned, thinned, staked, and monitored. Total cost not to exceed $50,000.00

Describe in detail the activity or work to be conducted.

The purpose of the proposed maintenance project is to reduce risk and enhance the longevity of public trees. It will increase the safety of the community, the health of the targeted trees, and the aesthetic of the trees and surrounding areas. The estimated cost per tree is $326.79, and the City intends to maintain approximately 153 trees for a total cost of $50,000.

Deliverable #1 – Tree Maintenance
This will take seven months. The City will hire an ISA-certified arborist contractor to survey the trees in the downtown areas. Once surveyed and trees are identified, the contractor will coordinate with Public Works to maintain and manage the following objectives:

1. Pruning through Manual and Mechanical Means
2. Raising the Canopy through Strategic Pruning
3. Thinning the Trees through Strategic Pruning
4. Reducing the Overall Size through Strategic Pruning
5. Clearing Obstacles in the Area and Removing from the Site
6. Removing Deadwood
7. Providing Ground Cover (mulched area up to 20 inches outside the drip line of the tree canopy)
8. Staking of Recently Installed Trees
9. Inspecting Trees' Health

The tree species that are located in the downtown areas identified are:

1. Royal Palm
2. Oak Trees
3. Black Olives Trees
4. Sable Palm
5. Silver Buttonwood Tree
6. Ficus Tree

Opa-locka staff have identified 153 trees in the following locations:

1. Aladdin Street – 7
2. Atlantic Avenue – 11
3. 24th Avenue – 25
4. York Street – 22
5. Superior Street – 5
6. NE 22nd Place – 21
7. 141st Street and 26th Avenue – 12
8. Burlington Street – 26
9. 18th Avenue – 24

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-500				**2. Subrecipient FEIN: 596000394**	
3. Subrecipient Legal Name: City of Opa-locka					
Category	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total Estimated Budget
Personnel	$0	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0	$0
Travel (if authorized)	$0	$0	$0	$0	$0
Equipment (if authorized	$0	$0	$0	$0	$0
Supplies	$0	$0	$0	$0	$0
Contractual (if authorized)	$0	$0	$0	$50,000	$50,000
Other Expenses	$0	$0	$0	$0	$0
Total Direct Charges	$0	$0	$0	$50,000	$50,000
Indirect Charges	$0	$0	$0	$0	$0
Total Amount	$0	$0	$0	$50,000	$50,000

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

LOBBYING

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying,' in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Sha'mecca Lawson, City Manager
PRINTED NAME/TITLE OF REPRESENTATIVE

FDACS# 34139
CONTRACT / PURCHASE ORDER NUMBER

07/23/26
SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Sha'mecca Lawson, City Manager
PRINTED NAME/TITLE OF REPRESENTATIVE

FDACS# 34139
CONTRACT / PURCHASE ORDER NUMBER

07/23/26
SIGNATURE OF REPRESENTATIVE / DATE

FDACS-01522 Rev. 01/21

Certificate Of Completion

Envelope Id: D8011A3B-BD50-8C3D-82E9-592D41CDCF54
Subject: Please DocuSign: FDACS CONTRACT# 34139 CITY OF OPA-LOCKA
Source Envelope:
Document Pages: 20
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 1
Initials: 0

Status: Sent

Envelope Originator:
Joseph Duncan
407 South Calhoun Street
Mayo Building, SB-8
Tallahassee, FL 32399-0800
Joseph.Duncan@fdacs.gov
IP Address: 164.51.45.242

Record Tracking

Status: Original
July 22, 2026 | 15:34
Security Appliance Status: Connected

Holder: Joseph Duncan
Joseph.Duncan@fdacs.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Joey B. Hicks joey.hicks@fdacs.gov Director of Administration Director of Administration Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Joey B. Hicks Signature Adoption: Pre-selected Style Using IP Address: 164.51.45.242	Sent: July 22, 2026 | 15:36 Viewed: July 23, 2026 | 07:25 Signed: July 23, 2026 | 07:25
YESLEY GUILLEN YGUILLEN@OPALOCKAFL.GOV Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: July 23, 2026 | 08:57 ID: 7f1e5bac-e9b5-44de-be5f-95d617329254		Sent: July 23, 2026 | 07:25 Viewed: July 23, 2026 | 08:57
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Todd Little Todd.Little@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: July 23, 2026 | 07:25 Viewed: July 23, 2026 | 09:28
CONTRACTS Contracts@fdacs.gov Security Level: Email, Account Authentication (None)		

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Accepted: April 19, 2022 | 10:10 ID: 5695f407-15b9-4d70-aded-c5e1c7791665		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	July 22, 2026 | 15:36
Certified Delivered	Security Checked	July 23, 2026 | 08:57

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Crahsoft OBO Florida Department of Agriculture and Consumer Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Crahsoft OBO Florida Department of Agriculture and Consumer Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: salena.yarbrough@freshfromflorida.com

To advise Crahsoft OBO Florida Department of Agriculture and Consumer Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at salena.yarbrough@freshfromflorida.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Crahsoft OBO Florida Department of Agriculture and Consumer Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Crahsoft OBO Florida Department of Agriculture and Consumer Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Crahsoft OBO Florida Department of Agriculture and Consumer Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Crahsoft OBO Florida Department of Agriculture and Consumer Services during the course of your relationship with Crahsoft OBO Florida Department of Agriculture and Consumer Services.

COCO TREE SERVICE CORP

PROFESSIONAL LANDSCAPE & TREE SERVICES COMPANY

ISSUED TO:

City of Opa Locka Florida

Public Works / Beautification Division
780 Fisherman Street, 4th floor
Opa Locka, Florida 33054

ESTIMATE:

DATE: 11-4-2025

DESCRIPTION	UNIT PRICE	QTY	TOTAL
Hardwood Safety Tree Trimming 26'-36' in Height	$325.00	153	$49,725.00

SUBTOTAL	**$49,725.00**
TOTAL	**$49,725.00**

BID ESTIMATE ISSUED BY:

COCO TREE SERVICE CORP.
3201 NW 24TH Street Road, Suite 211
Miami FL, 33142
COCO@COCOTREESERVICE.COM
WWW.COCOTREESERVICE.COM

THANK YOU

Josue Alvarado

LOCATION AND QUANTITY BREAKDOWN

1. ALADDIN ST

2. ATLANTIC AVE

3. 24TH AVE

4. YORK ST

5. SUPERIOR ST

6. NW 22ND PL

7. 141ST ST & 26TH AVE

8. BURLINGTON ST

9. 18ThAVE

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT A SEVENTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLAR ($74,750.00) AWARD UNDER THE 2025 COMMUNITY FORESTRY - DISASTER RECOVERY GRANT PROGRAM; AUTHORIZING EXECUTION OF THE FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT AND REQUIRED FORMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Forest Service, a division of the Florida Department of Agriculture and Consumer Services, notified the City by letter dated July 29, 2026, that the City's proposal was selected for a Seventy-Four Thousand Seven Hundred Fifty Dollar ($74,750.00) award under the 2025 Community Forestry - Disaster Recovery Grant Program; and

WHEREAS, the grant requires no local match and will support Citywide tree maintenance for approximately two hundred thirty (230) trees; and

WHEREAS, the proposed work includes pruning, canopy raising, thinning and size reduction where appropriate, clearance pruning, deadwood removal, mulching up to twenty (20) inches beyond the drip line, staking recently planted trees, and tree-health inspections; and

WHEREAS, the City Manager is authorized to execute the Federal Financial Assistance Subrecipient Agreement, attached forms, certifications, and other grant documents, provided the documents do not materially increase the City's financial obligation or alter the approved project without City Commission approval; and

WHEREAS, the City Commission finds that acceptance of the grant funds and terms is in the best interests of the City and its residents. The City Commission further authorizes the City Manager to execute the Federal Financial Assistance Subrecipient Agreement, attached hereto as Exhibit "A", its attached forms, certifications, and other grant documents as provided herein

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

SECTION 1. RECITALS ADOPTED.
The foregoing recitals are incorporated into this Resolution.

SECTION 2. GRANT ACCEPTED.
The City Commission hereby authorizes the City Manager to accept the 2025 Community Forestry - Disaster Recovery Grant Program award, in the amount of Seventy-Four Thousand Seven Hundred Fifty Dollars ($74,750.00), with no local match and further authorizes the City Manager to execute the Federal Financial Assistance Subrecipient Agreement, attached hereto as Exhibit "A", its attached forms, certifications, and other grant documents as provided herein.

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered, and corrections of typographical errors that do not affect the intent may be authorized by the City Manager following review and approval by the City Attorney, without need of public hearing.

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

PASSED and **ADOPTED** this _____ day of _____, 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:	Owen Carney			**Division Manager Signature:**			
City Manager:	Sha'mecca Lawson			**CM Signature:**			
Commission Meeting Date:	09.09.2026		**Item Type:** *(Enter X in the box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in the box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in the box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in the box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#:*	*(Enter Fund & Dept.)* See Financial Impact Section		**Advertising Requirement:** *(Enter X in the box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in the box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in the box)*	**Yes**	**No**	**Strategic Plan Priority Area:** Enhance Organization ■ Bus. & Economic Development □ Public Safety ■ Quality of Education □ Qual. of Life & City Image ■ Communication □		**Strategic Plan Obj./Strategy:** (*list the specific objective/strategy this item will address)*		
	X						
Sponsor Name:	City Manager		**Department:**		Public Works		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO ACCEPT THE 2025 COMMUNITY FORESTRY – DISASTER RECOVERY GRANT PROGRAM AND EXECUTION OF THE GRANT AGREEMENT.

Staff Summary:

The USDA, Forest Service through the Florida Department of Agriculture and Consumer Services awarded the city a grant of Seventy-Four Thousand Seven Hundred Fifty ($74,750.00) Dollars with no local match required to perform Citywide Tree Maintenance Project.

This initiative is designed to strengthen urban forest management practices and provide critical resources to preserve and enhance the City's existing tree canopy. Through proactive maintenance

and care, the project will support long-term canopy health and improve resilience to future storm events.

The award will be used to conduct professional tree-maintenance activities to 230 trees citywide to improve public safety, canopy health, and storm resilience.

The proposed maintenance activities will include:

1. Pruning
2. Canopy raising
3. Thinning
4. Size reduction, where appropriate
5. Clearance pruning
6. Deadwood removal
7. Mulching (up to 20 inches beyond drip line)
8. Staking of recently planted trees
9. Tree health inspections

Financial Impact: The City will receive up to $74,750.00 to cover Citywide Tree Maintenance costs under the USDA Forest Service through the Florida Department of Agriculture and Consumer Service Disaster Recovery Grant Program. There is no financial match required by the City.

Proposed Action:

Staff recommends the City Commission approves the acceptance of the 2025 Community Forestry – Disaster Recovery Grant Program and the execution of the Grant Agreement.

Attachment(s):

Notification of Award

Florida Forest Service
(850) 681-5800

The Conner Building
3125 Conner Boulevard
Tallahassee, Florida 32399-1650

Florida Department of Agriculture and Consumer Services
Commissioner Wilton Simpson

July 29, 2026

Ms. Yesly Guillen
City of Opa-locka
780 Fisherman Street
Opa-locka, Florida 33054

Dear Ms. Guillen:

Congratulations! It gives me great pleasure to inform you that the Florida Forest Service (FFS), a division of the Florida Department of Agriculture and Consumer Services (FDACS), has selected your proposal for a $74,750.00 grant award from the 2025 Community Forestry – Disaster Recovery Grant Program.

You will soon receive an email with a DocuSign version of the Federal Financial Assistance Subrecipient Agreement (Agreement). Upon receipt, please have the authorized individual **sign and return the agreement within 30 days** to the Florida Department of Agriculture and Consumer Services (FDACS). Please take note of the two forms attached to this agreement. These forms should be completed and returned with the signed contract.

Please **do not** spend any funds that may be claimed as grant reimbursement or match until both parties have executed the Agreement.

If you have any questions or concerns, please contact FFS Urban Forestry Coordinator Todd Little at (850) 681-5874 or Todd.Little@FDACS.gov.

Sincerely,

Richard Dolan, Director
Florida Forest Service

RD/tl

COCO TREE SERVICE CORP

PROFESSIONAL LANDSCAPE & TREE SERVICES COMPANY

ISSUED TO:

City of Opa Locka Florida

Public Works / Beautification Division
780 Fisherman Street, 4th Floor
Opa Locka, Florida 33054

ESTIMATE:

DATE: 2-4-2026

TREE TRIMMING

DESCRIPTION	UNIT PRICE	QTY	TOTAL
Hardwood Tree Trimming CITY WIDE PHASE 2	$325.00	230	$74,750.00

SUBTOTAL $74,750.00

TOTAL $74,750.00

NOTES:

INCLUDES TREE TRIMMING, DEBRIS REMOVAL, HAULING, DISPOSAL, AND M.O.T.
SITE LEFT BROOM CLEAN

COCO TREE SERVICE
3201 NW 24TH Street Road, Suite 211
Miami FL, 33142
COCO@COCOTREESERVICE.COM

THANK YOU

Josue Alvarado

COCO TREE SERVICE CORP.
3201 NW 24TH ST RD, Suite 211
Miami, FL 33142
coco@cocotreeservice.com

FORMAL ESTIMATE – CITYWIDE TREE TRIMMING SERVICES

Project Description

Provide citywide hardwood safety tree trimming services at multiple locations as identified by the City.

Scope of Work

Citywide Hardwood Safety Tree Trimming including pruning for deadwood and maintaining a minimum 16-foot standard roadway clearance to improve driver visibility. Scope includes all tree trimming, debris removal and disposal. All work areas shall be left broom clean. Maintenance of Traffic (MOT) and all applicable permits are included. All tree pruning shall be performed in accordance with ISA pruning standards and under the supervision of an ISA Certified Arborist.

Locations & Quantities

Ahmad St.	Bahaman Dr.
Codadad St.	Perviz Ave.
Saber Ln.	Sharazad Blvd.
Ali Baba Ave.	Fisherman St.
Sinbad Ave.	Burlington St.
21st St.	Ingram Park
York & 20th Ave	Service Road
Sherbondi Park	Segal Park
Atlantic Ave	Sesame Street
Superior St.	NW 23rd Ave
NW 141st St	NW 22nd Ct –
NW 22nd Pl	NW 23rd Ct –
NW 23rd Pl	NW 24th Ave –

Price

Total Trees: 230 | **Unit Price:** $325 per tree | **Total Contract Amount:** $74,750

Authorized By:
Josue Alvarado
President

Sponsored By: City Manager

RESOLUTION NO. 26-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 4 TO THE AGREEMENT WITH EAC CONSULTING, INC. FOR ENGINEERING DESIGN SERVICES FOR THE NW 131ST STREET ROADWAY RECONSTRUCTION, DRAINAGE, AND 8-INCH DIP WATERMAIN PROJECT, FOR 100% CONSTRUCTION PLAN MODIFICATION, PERMITTING AND APPROVALS, LIMITED SOIL AND GROUNDWATER ASSESSMENT AND REPORTING, AND RELATED SERVICES, IN AN AMOUNT NOT TO EXCEED SIXTY-FOUR THOUSAND FOUR HUNDRED THIRTY DOLLARS ($64,430.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka (the "City") entered into an agreement dated September 10, 2021, with EAC Consulting, Inc. ("EAC") for engineering design services for the NW 131st Street Roadway Reconstruction and Drainage Project pursuant to Resolution No. 20-9883 (the "Agreement"); and

WHEREAS, pursuant to Resolution No. 22-9958, the City Commission approved an amendment to the Project scope to include the segment of NW 131st Street between NW 30th Avenue and NW 31st Avenue, and the supplied executed amendment states a Contract Sum of $231,529.00; and

WHEREAS, EAC submitted a proposal dated July 31, 2026, identified as "Amendment No. 4 - 100% Construction Plan Modification and Drainage Site Assessment," for the remaining engineering, permitting, and environmental services required for the Project; and

WHEREAS, the Amendment No. 4 scope reduces the remaining roadway reconstruction plan limits from NW 131st Street between NW 32nd Avenue and NW 30th Avenue to NW 131st Street between NW 32nd Avenue and NW 31st Avenue; and

WHEREAS, EAC will complete and deliver 100% roadway reconstruction plans, a revised drainage report, a revised 100% level Opinion of Probable Construction Cost, technical specifications, and permit resubmittals and approvals; and

WHEREAS, Miami-Dade County Department of Regulatory and Environmental Resources plan review requires soil and groundwater sampling to demonstrate the absence of contamination around the proposed exfiltration trench and to support a Class VI contamination permit; and

WHEREAS, EAC proposes to use Smart-Sciences, Inc. as a subconsultant to perform a limited soil and groundwater assessment and report, laboratory analysis if needed, well abandonment if requested, drum disposal if required, and related virtual meetings and communications; and

WHEREAS, the proposed Amendment No. 4 fee is an amount not to exceed $64,430.00, including lump-sum and not-to-exceed task amounts for EAC and Smart-Sciences services; and

WHEREAS, permit application fees, right-of-way permit fees, and agency technical-report review fees are excluded from the consultant compensation and, when required and authorized, will be paid directly by the City; and

WHEREAS, adding the proposed $64,430.00 amendment amount to the $231,529.00 Contract Sum reflected in the supplied executed amendment results in a proposed revised Contract Sum of $295,959.00, subject to confirmation by the City's Finance and Procurement personnel; and

WHEREAS, the City Commission finds that Amendment No. 4 is necessary to complete the revised plans, permitting, and environmental assessment required for the Project and is in the best interests of the City.

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

SECTION 1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. AUTHORIZATION OF AMENDMENT NO. 4. The City Commission hereby authorizes the City Manager to negotiate and execute Amendment No. 4 to the Agreement with EAC Consulting, Inc., in a form approved by the City Attorney, for an increase in compensation not to exceed Sixty-Four Thousand Four Hundred Thirty Dollars ($64,430.00), substantially consistent with the July 31, 2026 proposal and the Amendment No. 4 agreement accompanying this Resolution.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 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 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

Division Manager:	Adelina Gross			**Division Manager Signature:**	Adelina Gross			
City Manager:	Sha'mecca Lawson			**CM Signature:**				
Commission Meeting Date:	September 9, 2026		**Item Type:** *(Enter X in the box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in the box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in the box)*		**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in the box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#:* **44-538638**	*(Enter Fund & Dept.)* CIP-Safe Neighborhood		**Advertising Requirement:** *(Enter X in the box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in the box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**		*N/A*			
	X							
Strategic Plan Related *(Enter X in the box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** (*list the specific objective/strategy this item will address)*			
	X		Enhance Organization ☐ Bus. & Economic Development ■ Public Safety ■ Quality of Education ☐ Qual. of Life & City Image ■ Communication ☐					
Sponsor Name:	City Manager		**Division:**		Capital Improvements Program			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA APPROVING THE PROPOSAL FROM EAC CONSULTING, INC. FOR AN AMENDMENT TO THE NW 131ST STREET ROADWAY RECONSTRUCTION AND DRAINAGE, INCLUDING 100% CONSTRUCTION PLAN MODIFICATIONS, PERMITTING, AND REQUIRED DRAINAGE SITE ASSESSMENT SERVICES.

Staff Summary:

The city entered into a Continuing Services Agreement with EAC Consulting, Inc. under RFQ No. 24-1028200 for professional engineering services.

On July 31, 2026, EAC Consulting provided a proposal which identified revised limits to complete the design and permitting activities for the improvement project of NW 131st Street.

The original design scope included NW 131st Street from NW 30th Avenue to NW 32nd Avenue. Following project coordination, the current phase has been reduced to the segment between NW 32nd Avenue and NW 31st Avenue. The remaining segment between NW 31st Avenue and NW 30th Avenue is excluded from this Amendment and may be addressed as part of a future phase.

Under the amendment, EAC Consulting, Inc. and the subconsultant Smart-Sciences, Inc. will complete 100% of the roadway reconstruction, drainage, signing, pavement marking, and watermain construction documents for the revised project limits. The services will also include revisions to the drainage report, technical specifications, Opinion of Probable Construction Cost, and resubmittal of the 100% design plans to the applicable regulatory agencies.

Additionally, Miami-Dade County regulatory requirements necessitate a Class VI Contamination Permit associated with the proposed exfiltration trench. To support the permit, Smart-Sciences, Inc. will perform a limited soil and groundwater assessment, including boring soil, temporary groundwater monitoring, well installation and sampling, laboratory analysis, Ground Penetrating Radar utility investigation, preparation of a technical report, and coordination with the applicable regulatory agencies.

The Amendment will allow the city to advance the revised NW 131st Street project segment through final design, permitting, and bid readiness while addressing the environmental requirements associated with the proposed drainage improvements.

Financial Impact:

Account	Description	Budget	Project	Remaining Balance
87-541851	NW 131st Street Drainage Project Amendment	$1,150,000	$64,430.00	$1,085,570

Proposed Action:

It is recommended that the City Commission authorize the City Manager to approve the amendment with EAC Consulting, Inc. in an amount not to exceed $64,430.00 for completion of the revised 100% design, permitting, project coordination, and drainage site assessment services for NW 131st Street between NW 32nd Avenue and NW 31st Avenue. Required governmental permit and review fees are not included in the consultant fee and will be paid separately by the City, as applicable.

Attachment(s):

Proposal provided by EAC Consulting Inc
Specific Project Contract

EAC Consulting, Inc.

July 31, 2026

Ms. Adelina Gross
Capital Improvements Division Manager
City of Opa-Locka
AGross@OpaLockaFL.gov
780 Fisherman Street
Opa-Locka, FL 33054

Re: City of Opa-Locka Engineering Consulting Services Agreement RFQ No. 20-0324200
Engineering Design for NW 131st Street (between NW 30th Avenue and NW 32nd Avenue) Roadway Reconstruction and Drainage
Request for Amendment for 100% Construction Plan Modification and Drainage Site Assessment

Dear Ms. Gross,

Pursuant to your request, **EAC Consulting, Inc. (EAC)** has prepared the following scope and fee proposal for the NW 131st Street (between NW 32nd Avenue and NW 30th Avenue) Roadway Reconstruction and Drainage project. Note that reconstruction of NW 131st Street between NW 31st Avenue and NW 30th Avenue is not included under this scope. The general scope includes producing a 100% bid set of roadway construction plans for the reconstruction of NW 131st Street between NW 32nd Avenue and NW 31st Avenue. In addition, the scope includes acquiring all permits for the proposed work and performing additional Environmental/Drainage Site Assessment. Based on Plan Review from Miami-Dade County RER, the project is required to obtain a Class VI Contamination Permit, which requires soil and groundwater sampling to demonstrate the absence of contamination around the proposed exfiltration trench.

The anticipated scope of work is as itemized within Attachment 1 provides details substantiating this request as follows:

Task 1	Design Services (EAC)
Task 2	Permitting and Approvals (EAC)
Task 3	Limited Soil and Groundwater Assessment and Report (Smart-Sciences)
Task 4	Virtual Meetings/Communication (Smart Sciences)

Our services on this project will be supported by our subconsultant:

- Smart Sciences, Inc. (SSI) – Drainage Site Assessment

Please find enclosed the following attachments to this letter:

Attachment 1 – Scope of Services
Attachment 2 – EAC Fee Schedule Summary
Attachment 3 – Smart-Sciences Proposal No. 028-066-P for Drainage Site Assessment Activities

The following information will be required for us to commence engineering services.

i. Written authorization to proceed with services (Work Order and/or Official Correspondence)

Please feel free to call me at 689-203-0364 or email at GDubinsky@EacConsult.com with any questions you may have.

Sincerely,
EAC Consulting, Inc.

Gregg Dubinsky, P.E.
Project Manager

Cc: File
Michael Adeife, P.E. (EAC)

Attachment 1

SCOPE OF SERCVICES
Engineering Design for NW 131st Street (between NW 31st Avenue and NW 32nd Avenue)
Roadway Reconstruction and Drainage
Amendment No. 4 – 100% Construction Plan Modification and Drainage Site Assessment

EAC's specific scope of work will include:

EAC will complete 100% roadway reconstruction plans and permitting for the reconstruction of NW 131st Street between NW 32nd Avenue and NW 31st Avenue (See Figure 1).

NW 131st Street Roadway Reconstruction Project Limits
(Figure 1)

Specifically, EAC will develop and deliver the following tasks, Tasks 1 and 2:

TASK 1 – DESIGN SERVICES (EAC)
The design plans will comply with standards of the Miami-Dade Department of Transportation and Public Works (DTPW), applicable City standards, and Miami-Dade Water and Sewer Department standards. A 100% Phase Submittal will be made to the City for review.

The roadway reconstruction plans shall be revised to reduce the project length from NW 131st Street between NW 32nd Avenue and NW 30th Avenue to NW 131st Street between NW 32nd Avenue and NW 31st Avenue. The plans / drawings shall include:

1. Project Identification and Title Sheet
2. Signature Sheet
3. General Notes
4. Summary of Pay Items
5. Project layout
6. Typical Sections

7. Typical Section Details
8. Drainage Map
9. Summary of Drainage Structures
10. Roadway and Drainage Plan-Profile
11. Back of Sidewalk Profiles
12. Roadway Cross Sections
13. Storm Water Pollution Prevention Plan
14. Signing & Pavement Marking Plans
15. Watermain Construction Notes
16. Watermain Layout Plan
17. Watermain Improvements
18. Watermain Details

In addition, the design services scope shall include:

19. The drainage report shall be revised based on the reduced project length.
20. 100% level Opinion of Probable Construction Cost shall be revised based on the reduced project length.

Deliverables

- One (1) electronic copy in pdf format of the 100% Construction Documents (Roadway Reconstruction Plans, 100% Level Opinion of Probable Construction Cost, and Technical Specifications)

TASK 2 – PERMITTING AND APPROVALS (EAC)

EAC shall prepare the required resubmittal permit packages, including engineering plans and completing permit applications for submission of the 100% Design Plans to the relevant permitting agencies. The City will be responsible for providing any additional permit application fees for each agency by check or credit card. Permitting agencies requiring resubmittal are anticipated to be Miami-Dade Water and Sewer Department, Miami-Dade Department of Regulatory and Environmental Resources (DRER), and the Florida Department of Environmental Protection (FDEP).

Deliverables

- Applicable design-related permits and approvals.

SCOPE OF SERVICES EXCLUSIONS AND ASSUMPTIONS

Additional scope of services includes but is not limited to the following items.

1. Fee proposal assumes no contaminated soils are in the immediate vicinity of NW 131st Street between NW 32nd Avenue and NW 31st Avenue, such that the permitting agencies will allow the use of French Drains with the project area.
2. Fee proposal assumes that redesign of the previously designed stormwater drainage system will not be required. If, due to recent changes to the Miami-Dade County DERM drainage criteria, changes to the drainage design is required, EAC shall provide supplemental services design proposal to the City for review and approval.
3. Permit/Approval fees when required will be provided by the City.

Smart Sciences will develop and deliver the following tasks, Tasks 3 and 4:

TASK 3 – LIMITTED SOIL AND GROUNDWATER ASSESSMENT AND REPORT (Smart-Sciences)

Smart Sciences, along with its drilling subcontractor, in accordance with DRER Plan Review disapproval comments, will advance one soil boring in the vicinity of the middle of the proposed exfiltration trenches (Proposed French Drain S1-2 to S1-6) with a geo-probe unit (direct-push methodology). Due to the location of the proposed work within the ROW of NW 131st Street, authorization will be required from the City of Opa-Locka. Smart-Sciences will obtain the necessary permission and ROW permits prior to conducting the proposed sampling activities. ***ROW Permit fees will need to be paid directly by the Client***. *Please*

refer to Smart Sciences Proposal, included as Attachment 3, Task 1, for additional information.

Deliverables
Smart-Sciences will prepare a technical report summarizing the field activities and laboratory analytical results. This report will include the laboratory reports, sampling logs, well construction logs, chain of custody, long with figures depicting the locations of soil boring and groundwater monitoring well in relation to the proposed drainage. The report will be provided to the Client for review and comment prior to submission to DRER for final review and approval. ***The Miami-Dade County fee to review the technical report will be paid directly by the Client.***

TASK 4 – VIRTUAL MEETINGS AND COMMUNICATIONS (Smart-Sciences)
This task includes a total of 8 hours of in-office communications (conference calls and emails) with the Client, engineers, and other members of the project team, to keep the project team informed and moving along in a timely manner, as well as communications and virtual meetings with public agencies on behalf of the Client. Not included are external, in-person meetings, such as meetings at the DERM office, which will be billed hourly in accordance with Smart-Sciences Proposal included in Attachment 3, 2026 Schedule of Fees.

Please feel free to call me at 689-203-0364 or email at GDubinsky@EacConsult.com with any questions you may have.

Sincerely,
EAC Consulting, Inc.

Gregg Dubinsky, P.E.
Project Manager

Cc: File
Michael Adeife, P.E. (EAC)

Attachment 2

FEE SCHEDULE SUMMARY
Engineering Design for NW 131st Street (between NW 31st Avenue and NW 32nd Avenue)
Roadway Reconstruction and Drainage
Amendment No. 4 - 100% Construction Plan Modification and Drainage Site Assessment

Our fee proposal breakdown for this amendment covers our professional services compensation derived based on the scope described in this fee proposal response. We have organized our fee structure consistent with the approach to the services described in our scope items. Refer to Table 1 for a summary of the fee structure breakdown. Refer to the Contract Fee Computation table on next page for a more detailed fee breakdown of Tasks 1 and 2.

Table 1 – Summary of Fee Structure Breakdown

Task	Description	Firm	Unit	Fees
1	100% Design Services	EAC	LS	$30,650.00
2	Permitting and Approvals	EAC	LS	$9,050.00
3A	Limited Soil and Groundwater Assessment and Report	Smart Sciences	LS	$12,500.00
3B	Laboratory Analysis of Soil Samples, from 2 to 4-ft or 4 to 6-ft intervals *(if needed)*	Smart Sciences	NTE	$1,250.00
3C	Formal Well Abandonment *(if requested, includes 1 shallow well)*	Smart Sciences	LS	$2,200.00
3D	Drum Disposal *(if required, maximum of 2 drums)*	Smart Sciences	LS	$1,080.00
4	Virtual Meetings/Communications	Smart Sciences	NTE	$1,900.00
5	Project Management and Project Coordination	EAC	NTE	$5,800.00
			TOTAL FEE (Amendment 4)	**$64,430.00**

EAC Consulting, Inc.
5959 Waterford District Drive, Suite 410
Miami, FL. 33126
(689) 203-0364
EAC Project No. 20022.LD01-04

CONTRACT FEE COMPUTATION (BASIC SERVICES)

Description: **NW 131st Street (between NW32nd Avenue and NW 31st Avenue) Road Reconstruction and Drainage Project - Amendment No. 4**
Engineering Design Services
City of Opa-locka, Florida

Task	Department	EAC - Watermain Improvements				EAC - Roadway							TOTAL HOURS	Activity Cost
	Classification	Chief Engineer	Project Engineer			Project Manager	Chief Engineer	Project Engineer	Engineer	Engineering Intern	CADD Technician	Principal		
	Hourly Rate	$ 325.00	$ 215.00			$ 275.00	$ 325.00	$ 215.00	$ 180.00	$ 125.00	$ 120.00	$ 350.00		
Task 1: 100% Design Services														
1. Project Identification and Title Sheet						1		1			2		4	$730
2. Signature Sheet						1		1			2		4	$730
3. General Notes						1		1			2		4	$730
4. Summary of Pay Items						4		4			8		16	$2,920
5. Project Layout						1		1			2		4	$730
6. Typical Sections						1		1			2		4	$730
7. Typical Section Details						1		1			2		4	$730
8. Drainage Map						1		2			3		6	$1,065
9. Summary of Drainage Structures						2		2			4		8	$1,460
10. Roadway and Drainage Plan-Profile						5		5			10		20	$3,650
11. Back of Sidewalk Profiles								1			1		2	$335
12. Roadway Cross Sections						3		3			6		12	$2,190
13. Storm Water Pollution Prevention Plan								1			1		2	$335
14. Signing & Pavement Marking Plans						1		2			3		6	$1,065
15. Watermain Construction Notes			1										1	$215
16. Watermain Layout Plan		1	1										2	$540
17. Watermain Improvements		4	8										12	$3,020
18. Watermain Details			1										1	$215
19. Revised Drainage Report						16							16	$4,400
20. Revised 100% Level Opinion of Probable Construction Cost		2	4					10			10		26	$4,860
Task 2: Permitting and Approvals														
1. Miami-Dade Water and Sewer Department		4	8										12	$3,020
2. Miami-Dade Department of Regulatory and Environmental Resources						12			4				16	$4,020
3. Florida Department of Environmental Protection						6			2				8	$2,010
TOTAL HOURS		11	23	0	0	56	0	36	6	0	58	0	190	
		$8,520				**$31,180**								**$39,700**

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES	
Task 1: 100% Design Services	$30,650
Task 2: Permitting and Approvals	$9,050
TOTAL FEE	**$39,700.00**
Optional Services	$0
TOTAL FEE (with Optional Services)	**$39,700.00**

TOTAL CONTRACT FEE COMPUTATION	
Total Activity Salary Costs	**$39,700**
REIMBURSABLE EXPENSES	
Subtotal (Reimbursable Expenses)	**$0**
TOTAL FEE	**$39,700**
OPTIONAL SERVICES	
TOTAL FEE	**$39,700**

Prepared By:	EAC CONSULTING, INC
Date:	July 31, 2026
Revised By:	
Date:	

Attachment 3

SMART SCIENCES FEE PROPOSAL
Engineering Design for NW 131st Street (between NW 31st Avenue and NW 32nd Avenue)
Roadway Reconstruction and Drainage
Drainage Site Assessment

July 29, 2026

Mr. Gregg Dubinsky
EAC Consulting, Inc.
5959 Blue Lagoon Drive, Suite 410
Miami, Florida 33126

Subject: **Proposal for Drainage Site Assessment Activities**
NW 131st Street Improvements
NW 131st Street between NW 30th Avenue and NW 32nd Avenue
Opa-locka, Miami-Dade County, Florida
Smart-Sciences Proposal No. 028-066-P

Dear Mr. Dubinsky:

Smart-Sciences, Inc. (Smart-Sciences) is submitting this proposal to EAC Consulting, Inc. (EAC, Client) to conduct drainage site assessment activities for the NW 131st Street Improvements project (Site). Included in the proposal is a summary of germane project information as understood by Smart-Sciences, the proposed scope of services, fees, schedule, and authorization procedures.

Background Information

The Site consists of approximately 650 linear feet of roadway and adjacent right-of-way (ROW) located at NW 131st Street between NW 31st Avenue and NW 32nd Avenue in Opa-locka, Miami-Dade County, Florida. The City of Opa-locka is proposing roadway and drainage improvements. The drainage improvements include the installation of exfiltration trenches along NW 131st Street.

Plan Review comments received in June 2024 from Miami-Dade County Department of Regulatory and Economic Resources (DRER) indicate that the Site is in the immediate vicinity of multiple contaminated sites with documented soil and ground water contamination associated with their varying land use/historical site operations. Therefore, DRER requires soil and groundwater sampling to demonstrate the absence of contamination in the area of proposed exfiltration trenches. Specifically, DRER requested the installation and sampling of one shallow monitoring well in the middle of the proposed exfiltration trenches (Proposed French Drain S1-2 to S1-6, Proposed French Drain S1-8, and Proposed French Drain S2-1 to S2-2) and the collection of soil samples at each monitoring location from the 0 to 6-inch interval, 6 to 24-inch interval, and every two-feet until the water table is met. It is our understanding that the scope of the project has been reduced to work between NW 31st Avenue and NW 32nd Avenue, which contains proposed French Drain S1-2 to S1-6.

Scope of Services

Based on the above information, our understanding of the Site, and the rules and regulations of the governing regulatory agencies, Smart-Sciences if providing the following scope of services:

Task 1 – Limited Soil and Groundwater Assessment and Report

Drilling and sampling operations will be directed by a Smart-Sciences field supervisor, and field personnel will be OSHA trained in accordance with 29 CFR 1910.120. Prior to subsurface drilling activities, Smart-Sciences will notify the utility service alert in accordance with local practices. Equipment decontamination, sample collection, field documentation, sample custody and laboratory analyses will be in general accordance with methods prescribed by the US Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP). Drilling will be conducted by a State of Florida licensed driller, and laboratory analysis will be performed by a Florida Department of Health (FDOH) and NELAP accredited laboratory. ***Investigation-derived waste from the Site will be returned to the Site where conditions allow; otherwise, the material will be drummed and left on-site for future handing by Smart-Sciences. If material needs to be drummed, an additional cost of up to $550.00 per drum will be incurred. Note that final disposal costs are subject to approval and review of lab analytical results by the waste disposal company.***

In accordance with DRER Plan Review disapproval comments, Smart-Sciences along with its drilling sub-contractor will advance one soil boring in the vicinity of the middle of the proposed exfiltration trenches (Proposed French Drain S1-2 to S1-6) with a geo-probe unit (direct-push methodology). Note that the soil borings will not be placed in the roadway but will be placed in the adjacent right-of-way to the north or south of the proposed exfiltration trenches. The exact locations will be determined in the field and will be based on site accessibility and underground utility locations. 811 Sunshine will be contacted to clear the underground utilities.

Discrete soil samples will be collected from the soil borings from the 0 to 0.5-foot, 0.5 to 2-foot, and 2 to 4-foot intervals, and if needed the 4 to 6-foot interval, for laboratory analysis of Volatile Organic Compounds (VOCs), Polycyclic Aromatic Hydrocarbons (PAHs), Total Recoverable Petroleum Hydrocarbons (TRPH), and 8 RCRA metals. The soil samples collected below 2-feet will be placed on hold with the laboratory pending analysis of the samples collected from the 0 to 0.5-foot and 0.5 to 2-foot intervals (2 samples total). ***If soil samples from the 2 to 4-foot or 4 to 6-foot interval require laboratory analysis, this will be at an additional cost of up to $450 per sample.***

At the approximate center of the proposed exfiltration trench (Proposed French Drain S1-2 to S1-6) and at the same location as the soil boring, Smart-Sciences along with the environmental driller will install one shallow temporary groundwater monitoring well using a geo-probe unit (i.e., direct-push methodology) or a Hollow Stem Auger (HSA). The shallow monitoring well will be constructed of 1 ½" PVC casing with

the lower ten feet of slotted screen intersecting the groundwater table. The well will be protected with appropriate cover, such as a manhole cover, which will be dependent upon the well location. A site plan showing the location of the proposed soil boring and monitoring well location is included as **Figure 1**.

Due to the location of the proposed soil boring and monitoring well within the ROW and in close proximity to underground utilities, a Ground Penetrating Radar (GPR) Survey will be conducted in conjunction with the soil boring and well installation activities to locate the presence of underground utilities prior to soil and groundwater assessment activities. Smart-Sciences subcontractor will conduct the GPR survey in the vicinity of the proposed soil boring and monitoring well location under the oversight of Smart-Sciences.

The monitoring well will be developed using over-pumping methods until clear water is produced and allowed to stabilize for a minimum of 24 to 48 hours prior to collecting groundwater samples for laboratory analysis. Prior to the collection of groundwater samples, the depth to groundwater will be measured using an electronic water level meter. Groundwater samples will be collected from the newly installed temporary monitoring well for laboratory analysis of VOCs, PAHs, TRPH, 8 RCRA metals, aluminum, ammonia, nitrate, and Iron.

Field sampling activities and laboratory analysis will be conducted in general accordance with FDEP Standard Operating Procedures. The laboratory analytical results will be compared to the established limits set forth in Chapter 62-777, Florida Administrative Code (FAC) and Chapter 24 (Section 24-44), Code of Miami-Dade County.

Due to the location of the proposed work within the ROW of NW 131st Street, authorization will be required from the City of Opa-locka. Smart-Sciences will obtain the necessary permission and ROW permits prior to conducting the proposed sampling activities. ***ROW Permit fees will need to be paid directly by the Client.***

Smart-Sciences will prepare a technical report summarizing the field activities and laboratory analytical results. This report will include the laboratory reports, sampling logs, well construction logs, chain of custody, along with figures depicting the locations of soil boring and groundwater monitoring well in relation to the proposed drainage. The report will be provided to the Client for review and comment prior to submission to DRER for final review and approval.

The Miami-Dade County fee to review the technical report will need to be paid directly by the Client.

Task 2 – Virtual Meetings/Communications

This task includes a total of 8 hours of in-office communications (conference calls and emails) with the Client, engineers, and other members of the project team, to keep the project team informed and moving along in a timely manner, as well as communications and virtual meetings with public agencies on behalf of the Client.

Not included are external, in-person meetings, such as meetings at the DERM office, which will be billed hourly in accordance with our fee schedule.

Schedule

Based on current staff availability, Smart-Sciences can initiate work to obtain the ROW permits within five business days of notice to proceed. The anticipated turnaround time to receive the ROW permits is 30 to 60 days. Once we receive the ROW permits, we will coordinate for mobilization for the soil boring and well installation. The fieldwork will require one day to install the soil borings and wells and to collect the soil samples and an additional day to sample the wells. Estimated turn-around time for laboratory analysis is seven business days. Once all necessary sample results are obtained, Smart-Sciences will notify the Client, and a final report will be submitted within 15 business days. It is the Client's responsibility to secure free access to the property to conduct the sampling activities.

Cost of Services

Smart-Sciences can perform the above scope of services as follows:

Task Description	Fee
Task 1A– Limited Soil and Groundwater Assessment and Report	$12,500.00* (lump sum)
Task 1B - Laboratory Analysis of Soil Samples from 2 to 4-foot or 4 to 6-foot intervals (*if needed*)	Up to $1,250.00* (time and material, NTE without prior authorization)
Task 1C - Formal Well Abandonment (*if requested, includes 1 shallow well*)	$2,200.00* (lump sum)
Task 1D - Drum Disposal (*if required, maximum of 2 drums*)	$540.00 (lump sum *per drum*, up to $1,080.00 total)
Task 2 – Virtual Meetings/Communications	$1,900.00 (hourly, NTE without prior authorization, includes 8 hours total)

The Limited Soil and Groundwater Sampling and Report and Well Abandonment fees are subject to change after 30 days due to subcontractor agreement terms and conditions.

If unforeseen conditions should require services beyond the scope of services described herein, Smart-Sciences will notify you immediately of additional costs necessary to complete the project, prior to proceeding. Services beyond those described herein will be invoiced in accordance with our standard schedule of fees at the applicable rates. Please note that payment of invoices is due upon receipt.

Deliverables will be provided electronically. If hard copy reports are required, production will be billed at cost times 1.20.

Authorization

Please provide a Services Agreement as our written authorization for this project.

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact our office at 786-313-3977.

Sincerely,
SMART-SCIENCES, INC.

Gisele L. Colbert, M.S.
Principal Scientist

Valerie Mebane, M.S.
Senior Scientist

Figures
Figure 1 – Proposed Soil Boring and Well Location

Attachments
Schedule of Fees

Document Path: C:\Users\vmebane\Dropbox\Proposals By Client\Proposals 001 - 035\028-P EAC Consulting\028-066-P EAC Opa Locka NW 131st Street Assessment\July 2026\NW131_DesignPlans_July2026.mxd

SMART-SCIENCES
Environmental Consulting
15500 New Barn Road, Suite 105, Miami Lakes, FL 33014
P: 786.313.3977 F: 305.356.4333
www.smart-sciences.com

Opa-Locka NW 131st Street Reconstruction

NW 131st Street between
NW 30th Avenue and NW 32nd Avenue
Section 28, Township 52 S, Range 41 E
Opa-Locka, Miami-Dade County, Florida

CHECKED BY: GLC	DRAWN BY: VM	PROPOSAL NUMBER 028-066-P	SCALE: AS SHOWN	DATE: 7/26/2026

Proposed Soil Boring/Well Location

Proposed French Drain

Proposed Soil Boring/ Well Location

FIGURE 1

STANDARD GENERAL CONDITIONS

1.01 *Basic Agreement:* Smart-Sciences, Inc. (Smart-Sciences) shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Client, or if otherwise required, Smart-Sciences shall furnish services in addition to those set forth in this Agreement. Client shall pay Smart-Sciences for its services as set forth in Paragraphs 7.01 and 8.01.

2.01 *Payment Procedures:*

A. *Invoices*: Smart-Sciences shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to the Client at least once per month. Invoices are due and payable upon receipt. If Client fails to make any payment due Smart-Sciences for services and expenses within 30 days after receipt of Smart-Sciences' invoice, then the amounts due Smart-Sciences will be increased at the rate of 1.5% (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition Smart-Sciences may, after giving seven days written notice to Client, suspend services under this Agreement until Smart-Sciences has been paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Smart-Sciences for any such suspension and shall be responsible for any attorney's fees incurred in collecting past due amounts. Payments will be credited first to interest and then to principal. The Client warrants that payment is not dependent on third parties.

3.01 *Termination:* The obligation to provide services under this agreement may be terminated:

A. By either party upon seven days written notice, in the event of substantial failure on the part of the other party to perform in accordance with the terms of this agreement, through no fault of the terminating party. Failure to pay Smart-Sciences for its services is a substantial failure to perform and a basis for termination.

B. By Smart-Sciences, upon seven days written notice, if Client demands that Smart-Sciences furnish or perform services contrary to Smart-Sciences' responsibilities as a licensed professional; or upon seven days written notice if Smart-Sciences' services for the Project are delayed for more than 90 days for reasons beyond Smart-Sciences' control. Smart-Sciences shall have no liability to Client on account of a termination by Smart-Sciences under this section.

C. In the event of any termination, Smart-Sciences will be paid for all services and reimbursable expenses rendered to the date of termination, in addition to termination expenses.

4.01 *Successors, Assigns and Beneficiaries*

A. The Client and Smart-Sciences each binds themselves, and their partners, successors, executors, administrators, assigns and legal representatives to the other party of this agreement. Neither party may assign, sublet or transfer any rights under, or interest in, this agreement without the written consent of the other. Nothing contained in this paragraph shall prevent Smart-Sciences from employing such independent consultants, associates and subcontractors, as Smart-Sciences may deem appropriate.

B. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Smart-Sciences to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Smart-Sciences and not for the benefit of any other party.

5.01 *General Considerations:*

A. Smart-Sciences will perform its services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of Smart-Sciences' profession practicing in the same or similar locality at the time Services are performed. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED.

B. Smart-Sciences shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Smart-Sciences have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Smart-Sciences neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor. Smart-Sciences is not responsible for variations between actual construction bids or costs and Smart-Sciences' opinions or estimates regarding construction costs.

C. Smart-Sciences shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Smart-Sciences' own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Smart-Sciences.

D. All documents prepared or furnished by Smart-Sciences are instruments of service, and Smart-Sciences retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the project is completed. Client shall have a limited license to use the documents on the project, subject to receipt by Smart-Sciences of full payment for all services relating to preparation of the documents and subject to the following limitations: (l) Client acknowledges that such documents are not intended or represented to be suitable for use on the project unless completed by Smart-Sciences, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Smart-Sciences; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Smart-Sciences, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Smart-Sciences; (3) Client shall indemnify and hold harmless Smart-Sciences from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification

of the documents without written verification, completion, or adaptation by Smart-Sciences; and (4) such limited license to Client shall not create any rights in third parties.

E. To the fullest extent permitted by law, Client and Smart-Sciences (l) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of resulting from, or in any way related to the project, and (2) agree that Smart-Sciences total liability to Client under this Agreement shall be limited to $50,000 or the total amount of compensation received by Smart-Sciences, whichever is greater.

F. Client and Smart-Sciences agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

G. This Agreement is to be governed by the law of the State of Florida and the local jurisdiction in which the project is located.

H. PURSUANT TO FLORIDA STATUTE 558.0035, NO INDIVIDUAL EMPLOYEE OR AGENT OF SMART-SCIENCES MAY BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING FROM THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS CONTRACT. (Emphasis in accordance with the statute.)

I. The proposal and fees are valid for thirty (30) days from the date at the top of the proposal.

J. Notice to proceed must be within thirty (30) days of signed agreement, unless otherwise specified in the agreement.

K. For purposes of statutes of limitations/repose, our contract services will be considered complete upon delivery of the last service or instrument described in our agreement.

6.01 *Total Agreement:* This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Smart-Sciences and supersedes all prior written or oral understandings.

7.01 *Basis of Payment*

A. Fixed price services are based on doing the work one time. Changes due to causes beyond the control of Smart-Sciences shall be compensated as Additional Services.

B. Fixed fees do not include printing charges. Reimbursable expenses shall be compensated at cost times 1.15.

C. All governmental fees and testing service charges, if any, shall be paid directly by the Client.

D. Any VAT, excise, gross receipts, or sales taxes that may be imposed by government shall be added to the compensation otherwise due under the professional services agreement.

E. All fees and rates are based on normal eight hour weekday work. Work performed, by request of the Client, on week nights, weekends, or holidays shall bear a 50% surcharge.

F. All fees are subject to renegotiation one year from the date of the agreement.

8.01 *Additional Services:*

A. Client shall pay Smart-Sciences an amount equal to the cumulative hours charged to the Project by each class of Smart-Sciences' employees, times standard hourly rates for each applicable billing class; plus reimbursable expenses and Smart-Sciences' consultants' charges, if any. Smart-Sciences' standard hourly rates are attached.

B. The Client may wish to establish control procedures for pre-authorization of Additional Services. Any such procedures shall be communicated to the Smart-Sciences in writing.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THIS ____ DAY OF _____, 20__.

CLIENT NAME: _____ SMART-SCIENCES, INC

Authorized Agent Name: _____ Printed Name: Gisele Colbert

Signature: _____ Signature:

Title: _____ Title: President

SMART-SCIENCES
Environmental Consulting

SMART-SCIENCES, INC
2026 SCHEDULE OF FEES

A. PERSONNEL

Charges will be made at the following rates for engineers, scientists, etc. for time spent in administration, consultation or meetings related to the project, field inspection and evaluation, review and analysis of field and laboratory data, travel time, report preparation and review, etc. **Preparation and time spent for expert testimony will be charged at 2.0 times the standard rates.**

	Per Hour
PRINCIPAL SCIENTIST	$315.00
CHIEF ENGINEER/SCIENTIST	$315.00
SENIOR III SCIENTIST	$280.00
SENIOR II SCIENTIST	$230.00
SENIOR I SCIENTIST	$195.00
CERTIFIED ARBORIST	$195.00
PROJECT II SCIENTIST	$180.00
PROJECT I SCIENTIST	$165.00
STAFF II SCIENTIST	$150.00
STAFF I SCIENTIST	$135.00
TECHNICIAN	$100.00
INTERN	$75.00
GIS/CADD ANALYST	$180.00
GIS/CADD TECHNICIAN/SPECIALIST	$165.00

B. EXPENSES

1) Direct non-salary expenses incurred and identified to the project will be invoiced at our cost multiplied by 1.2. Examples of direct expenses are printing, project supplies, travel and lodging.

2) Automobiles used on projects will be charged at a mileage rate of $0.92 per mile. Projects which require the use of four-wheel drive vehicle will be billed an additional $150 per day.

3) Disposal of Hazardous Waste samples - Samples of waste will be disposed by permitted methods on behalf of the client, after a determination is made that the waste is defined by RCRA to be hazardous. Due to the requirements of some hazardous assessments, disposal and invoicing of incurred expenses may take place after invoicing of the originally contracted work. This cost, if incurred, is not included in the project budget or in the laboratory testing fee schedule.

C. SUBCONTRACTS

1) Subcontract services outside Smart-Sciences, Inc. (if required) will be invoiced at our cost multiplied by 1.20.

AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA, AND EAC CONSULTING INC. FOR ENGINEERING DESIGN FOR NW 131ST STREET BETWEEN NW 31ST AVENUE AND 32ND AVENUE FOR ROADWAY RECONSTRUCTION, INCLUDING DRAINAGE AND 8-INCH DIP WATERMAIN PROJECT-

THIS AMENDMENT entered into between the CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter "CITY", and EAC CONSULTING, INC. ("EAC"), a Florida for-profit corporation, hereinafter "CONTRACTOR", hereby amends the Agreement between the parties dated September 10, 2021.

WITNESSETH:

WHEREAS, the City of OPA-LOCKA "City" entered into an agreement with EAC Consulting, Inc. for engineering design of NW 131st Street between NW 31st Avenue and NW 32nd Avenue and for Roadway Reconstruction and Drainage, including work related to an Engineering for 8-inch DIP Watermain Project; and

WHEREAS, the Agreement between the parties was entered into pursuant to Resolution 20-9883; and

WHEREAS, pursuant to Resolution No.22-9958, the City Commission approved the amendment to the Scope of Services of the Project to include the segment of NW 30th Avenue to NW 31st Avenue on January 26, 2022; and

WHEREAS, the parties desire to specifically amend the Project Agreement, Article 4 entitled "Compensation" and replace Attachment "A" of the Agreement with the Attachment "A" hereto; and

WHEREAS, the Amendment will increase the original fee by Forty-Four Thousand, Nine Hundred Fourteen Dollars ($44,914.00); and

WHEREAS, the City Commission desires to authorize the City Manager to execute the Amendment to the Original Project Agreement between CITY and EAC Consulting Inc., as set forth herein.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth in this Amendment, the parties hereby agree to amend follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Project Agreement.

2. Page 2, Section 4 of the Agreement entitled "Compensation" is hereby amended and shall read:

4. COMPENSATION

Compensation (the "Contract Sum") for performing the Project shall be the fee of Two Hundred Thirty-One, Five Hundred Twenty-Nine Dollars ($231,529.00).

3. Attachment "A" to the Project Agreement shall be replaced in its entirety with Attachment A hereto.

The foregoing recitations are true and correct and are hereby incorporated by reference. All other provisions of the Agreement, except as modified herein, shall remain in full force and effect.

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

ATTEST:

OPA-LOCKA CITY CLERK

BY: _____
City Clerk

CITY OF OPA-LOCKA

By: _____
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____, ESQ. FOR
City Attorney

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The forgoing instrument was acknowledged before me this 10th day of May, 2022 by Darvin Williams, City Manager of the City of Opa-Locka, Florida, who is personally known to me or has produced identification and acknowledged that he did execute thisinstrument for the purpose stated herein.

Christopher A. Wills
Notary Public
State of Florida
Comm# HH178701
Expires 9/23/2025

Christopher A Wills
Notary Public, State of Florida

Christopher Wills
Print Name

My Commission Expires:
9/23/2025

WITNESS:

CONSULTANT
EAC Consulting Inc, a Florida corporation authorized to conduct business in the State of Florida

Signature

Shan Patel
Print Name

By:

Tanisha Lamarre
Signature

Name: Enrique Crooks

Title: President

Tanisha Lamarre
Print Name

STATE OF FLORIDA

COUNTY OF MIAMI-

DADE

The forgoing instrument was acknowledged before me this___day of April 11th, 2022 by _____ Enrique Crooks, who is personally known to me or has produced identification and acknowledged that he did execute thisinstrument for the purpose stated herein.

Notary Public, State of Florida

Janine Ortega

Print Name

JANINE E. ORTEGA
Notary Public - State of Florida
Commission # HH 035905
My Comm. Expires Aug 29, 2024
Bonded through National Notary Assn.

My Commission Expires: 08/29/2024

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE SANITARY SEWER REROUTING WORK COMPLETED AT PUMP STATION NO. 16 BY SAFA CONSTRUCTION, LLC, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS ($124,550.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, during construction of the Pump Station No. 16 Improvements Project, an existing sanitary sewer manhole was identified on private property with a direct connection to the old Pump Station No. 16 wet well. Further field investigation determined that the manhole was actively receiving sanitary sewer flows from properties located along NW 42nd Avenue, including the City's Public Works Department building; and

WHEREAS, the existing manhole and associated sewer connections were not identified in the project design documents due to the lack of an existing condition survey identifying the underground infrastructure associated with the old pump station. The condition became known during construction after the existing infrastructure was exposed; and

WHEREAS, because the manhole remained active and continued to receive sanitary sewer flows, the connection could not be abandoned without first providing an alternate route. A new sewer lateral was therefore required to redirect the existing flows to the gravity sewer system and allow the conflicting infrastructure associated with the old wet well to be abandoned; and

WHEREAS, SAFA Construction, LLC submitted Quote No. 1 dated July 23, 2026, for the Pump Station No. 16 Pipe Rerouting Project in the total amount of One Hundred Twenty-Four Thousand Five Hundred Fifty Dollars ($124,550.00). The work was performed utilizing City of Lauderdale Lakes Contract No. 25-6310-lB, Stormwater Conveyance and Water Quality Improvement (Canal 5), an existing contract previously utilized by the City for drainage infrastructure improvements; and

WHEREAS, the proposal included installation of six-inch C-900 PVC sanitary sewer pipe; trench shoring; imported limerock backfill; hauling and disposal of excavated material; removal and restoration of chain-link fence; tree removal; dewatering and groundwater control; temporary sanitary sewer bypass pumping; pavement restoration; sanitary sewer lamp inspection; and as-built documentation; and

WHEREAS, The City Commission desires to condition any ratification and payment on complete administrative, financial, procurement, engineering, and legal verification.

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

SECTION 1. RECITALS ADOPTED.

The foregoing recitals are incorporated into this Resolution.

SECTION 2. RATIFICATION.

The City Commission hereby ratifies the sanitary sewer rerouting work at Pump Station No. 16 by SAFA Construction, LLC in an amount not to exceed One Hundred Twenty-Four Thousand Five Hundred Fifty Dollars ($124,550.00).

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED and ADOPTED this _____ day of _____, 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:	September 9, 2026		**Item Type:** *(Enter X in the box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in the box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in the box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in the box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#:* **86-535650**	*(Enter Fund & Dept.)* CIP-Safe Neighborhood		**Advertising Requirement:** *(Enter X in the box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in the box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**		*N/A*		
	X						
Strategic Plan Related *(Enter X in the box)*	**Yes**	**No**	**Strategic Plan Priority Area:** Enhance Organization ☐ Bus. & Economic Development ■ Public Safety ■ Quality of Education ☐ Qual. of Life & City Image ■ Communication ☐		**Strategic Plan Obj./Strategy:** (*list the specific objective/strategy this item will address)*		
	X						
Sponsor Name:	City Manager		**Division**		Capital Improvements Program		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA RATIFYING THE SANITARY SEWER REROUTING WORK COMPLETED AT PUMP STATION NO. 16 BY SAFA CONSTRUCTION, LLC, IN AN AMOUNT OF $124,550.00, UTILIZING CITY OF LAUDERDALE LAKES CONTRACT NO. 25-6310-1B.

Staff Summary:

To ratify the sanitary sewer rerouting work completed at Pump Station No. 16 by SAFA Construction, LLC, in the amount of $124,550.00, utilizing City of Lauderdale Lakes Contract No. 25-6310-1B. During construction of the Pump Station No. 16 Improvements Project, an existing sanitary sewer manhole was identified on private property with a direct connection to the old Pump Station No. 16 wet well. Further field investigation determined that the manhole was actively receiving sanitary sewer flows from properties located along NW 42nd Avenue, including the City's Public Works Department building.

The existing manhole and associated sewer connections were not identified in the project design documents due to the lack of an existing-condition survey identifying the underground infrastructure associated with the old pump station. The condition became known during construction after the existing infrastructure was exposed.

Because the manhole remained active and continued to receive sanitary sewer flows, the connection could not be abandoned without first providing an alternate route. A new sewer lateral was therefore required to redirect the existing flows to the gravity sewer system and allow the conflicting infrastructure associated with the old wet well to be abandoned.

Background

The City is currently completing improvements to Pump Station No. 16 to improve the reliability and operation of the sanitary sewer system serving the surrounding area.

During construction and excavation activities, an existing sanitary sewer manhole was discovered on private property adjacent to the pump station. The manhole was directly connected to the old wet well and was determined to receive active sanitary sewer flows from properties along NW 42nd Avenue, including a lateral connection serving the City's Public Works Department building.

This condition was not reflected in the project design documents. The City had not performed the necessary existing-condition survey during development of the project to identify the location, elevations, configuration, and active connections associated with this infrastructure. As a result, the existing condition was not identified until construction activities exposed the underground facilities.

Once identified, the existing connection could not simply be abandoned because it continued to receive active sanitary sewer flows. A new lateral sewer connection was required to redirect these flows to the existing gravity sewer system while allowing the infrastructure directly connected to the old wet well to be abandoned.

During development of the rerouting, an additional utility conflict was encountered. The initially proposed rerouting alignment was determined to be infeasible after excavation revealed that an existing concrete electrical duct bank was located at a deeper elevation than anticipated. The proposed sewer lateral could not clear the duct bank while maintaining the gravity slope required for proper sewer operation.

Based on the actual field conditions, the alignment was revised to **Option 5**, consisting of a new **6-inch sanitary sewer lateral**. The revised alignment avoided the utility conflict, maintained the required gravity sewer slope, redirected the existing sanitary sewer flows, and allowed the conflicting manhole and piping associated with the old wet well to be abandoned. The work was necessary to maintain existing sanitary sewer service and allow the Pump Station No. 16 Improvements Project to proceed without further impacts associated with the unforeseen field condition.

SAFA Construction, LLC was available to perform the required work and completed the sewer rerouting for a total amount of **$124,550.00**.

The work was performed by SAFA Construction, LLC utilizing City of Lauderdale Lakes Contract No. 25-6310-1B, Stormwater Conveyance and Water Quality Improvement (Canal 5), an existing contract previously utilized by the City for drainage infrastructure improvements.

4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL 954.535.2700 / FAX 954.535.1892
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CONSTRUCTION CONTRACT
#25-6310-11B, LAUDERDALE LAKES STORMWATER CONVEYANCE AND WATER QUALITY IMPROVEMENT (Canal 5) Project

THIS AGREEMENT is made and entered into as of this 29th day of August, 2025, between the CITY OF LAUDERDALE LAKES FLORIDA, a Florida municipal corporation, (CITY), and SAFA CONSTRUCTION, LLC (CONTRACTOR) whose FEIN Number is 01-0632027, (Parties).

WHEREAS, the CITY desires to retain a CONTRACTOR for the Project as expressed in its Invitation to Bid No. ITB25-6310-11B for Water Quality Improvements and Canal Bank Restoration/Stabilization (Canal 5), which closed on August 15, 2025; and

WHEREAS, the CONTRACTOR has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

1.1 Agreement - The written agreement between CITY and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to or incorporated in the Agreement. Also referred to as "Contract".

1.2 Change Order - A document which is signed by the CITY and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Term or Compensation, issued on or after the Effective Date of the Agreement.

1.3 CITY - The City of Lauderdale Lakes or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.4 **Contractor** – The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has entered into the Agreement.

1.5 Contract Documents - The Contract Documents shall consist of the Drawings, Plans and Specifications, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the effective date of the Agreement.

1.6 Drawings - The drawings which show the character and scope of the Work to be performed and

which are referred to in the Contract Documents.

1.7 Engineer - The CITY'S Engineer of the City of Lauderdale Lakes, Florida, or the authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.8 Notice to Proceed - A written notice given by CITY to CONTRACTOR fixing the date on which the Work shall commence and the CONTRACTOR begins to perform its obligations under the Contract Documents.

1.9 Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship regarding the project.

1.10 Worksite – Location(s) inclusive of each site described in the plans and/or specifications.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Enumeration of Contract Documents:
The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

(1) This Agreement.
(2) Construction performance bond.
(3) Construction payment bond.
(4) Insurance certificate(s) per ITB requirements.
(5) Notice of Award and Notice to Proceed.
(6) Request for Proposal and the Specifications prepared by the CITY (Exhibit 1)
(7) CONTRACTOR's Response to the CITY's Invitation to Bid No. ITB25-6310-11B dated August 11, 2025 (Exhibit 2).
(8) Schedule of Prices.
(9) Standard General Conditions of the Construction contract for the City of Lauderdale Lakes Florida (Exhibit 3).

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

a. Specific direction from the City Commission (or designee).
b. This Agreement dated August 29, 2025.
c. Exhibit 1. Invitation to Bid 25-6310-11B
d. Exhibit 2. Bid submitted August 11, 2025
e. Exhibit 3. Standard General Conditions of the Construction Contract.

2.2 Conflict, Error or Discrepancy:
If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY, in writing at once and, before proceeding with the Work affected, shall obtain a written interpretation or clarification from CITY.

2.3 Representation of CONTRACTOR:
Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

ARTICLE 3 - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials and equipment and perform all the necessary work in the manner and form provided in the contract documents.

ARTICLE 4 - TERM

The Work to be performed under this Agreement shall commence upon the date specified in the Notice to Proceed and, subject to authorized adjustments, shall be completed no later than one (1) year after the execution of this Agreement. CONTRACTOR agrees that all Work under this Agreement shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely, substantial and/or final completion shall be regarded as a material breach of this Agreement, and shall be subject to the appropriate remedies including but not limited to liability for liquidated damages in accordance with Article 10.

ARTICLE 5 - COMPENSATION

CITY shall pay CONTRACTOR for the performance of all work, in accordance with Article 13, subject to additions and deductions by Change Order as provided in this Agreement, up to One Million Four Hundred Twenty Three Thousand Five Hundred Eighty Five and No/100 ($1,423,585.00) Dollars. Compensation for future performance and work must be approved by City Commission.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Liability for Contracted Work:

As an inducement for CITY to enter into this Agreement, CONTRACTOR has represented an expertise in professional construction of public construction projects by qualified and licensed general construction contractors. In reliance upon those representations, CITY hired CONTRACTOR to construct the Project. CONTRACTOR shall be liable for any defective or negligent work, whether patent or latent, and/ or any negligence, strict liability or breach of other legal duty.

6.2 Shop Drawings and Samples:

6.2.1 CONTRACTOR shall submit to CITY for review and approval five (5) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles seven (7) calendar days before the scheduled commencement of the construction work. The purpose of the Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CITY to review the information as required.

6.2.2 CONTRACTOR shall also submit to CITY, for review and approval, all samples required by the Contract Documents which shall clearly identify material, supplier, pertinent data such as catalog numbers and the intended use.

6.2.3 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.2.4 At the time of each submission, CONTRACTOR shall give CITY specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall specifically note each variation on each Shop Drawing submitted for review and approval. Failure by the CITY to notice or identify CONTRACTOR's failure to make the notation shall not relieve CONTRACTOR from the responsibility to comply with the Contract Documents.

6.2.5 Approval of the Shop Drawings by CITY shall be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or work required by the Agreement and not indicated on the drawings. No work called for by any Shop Drawing shall be done until the drawings have been approved by CITY.

6.3 Supervision:

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention and applying CONTRACTOR's best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall ensure that the finished Work complies accurately with the Contract Documents.

6.4 On Site Management:

CONTRACTOR shall keep on the Work site at all times during its progress a competent on-site manager and any necessary personnel who shall not be replaced without written notice to CITY unless the personnel proves to be unsatisfactory to CONTRACTOR or to the CITY. The on-site Manager shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the on-site Manager shall be as binding as if given to CONTRACTOR.

6.5 Labor:

6.5.1 Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida. Suppliers shall be selected and paid by the CONTRACTOR; the CITY reserves the right to approve all suppliers and materials.

6.5.2 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the work as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the Work site. Except in connection with the safety or protection of persons, the Work, or property adjacent to the site, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during the hours of 7:30 a.m. and 6:00 p.m. CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without CITY's written consent.

6.6 Materials:

6.6.1 Unless otherwise specified in this Agreement, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

6.6.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents.

6.7 Subcontractors, Suppliers and Others:

6.7.1 Prior to the execution of this Agreement and in any event prior to the commencement of any work, CONTRACTOR shall furnish, in writing to the CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CITY shall advise CONTRACTOR, in writing, of any proposed person or entity to which CITY has an objection. CONTRACTOR shall not contract with a proposed person or entity to whom CITY has made an objection. If CITY objects to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom CITY has no objection. CONTRACTOR shall not change a subcontractor, person or entity previously selected if CITY makes objection to the change.

6.7.2 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR, its employees, subcontractors, suppliers, other persons directly or indirectly employed by its subcontractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY and any such

Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

6.7.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to all applicable terms and conditions of the Contract Documents for the benefit of CITY.

6.8 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of the license in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

6.9 Permits:

CONTRACTOR shall obtain and pay for all permits and licenses and all related costs for inspection and administration. There will be no cost for permits issued by the CITY.

6.10 Compliance with Laws and Regulations:

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. CITY shall not be responsible for monitoring CONTRACTOR's compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Contract Documents as observed by CONTRACTOR are at variance with applicable laws and regulations.

6.11 Risk of Loss; Ownership:

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon acceptance of the Work by CITY.

6.12 Taxes:

CONTRACTOR shall pay all sales, consumer, use and other similar taxes. CONTRACTOR is responsible for reviewing the pertinent state laws and regulations involving such taxes and complying with all requirements.

6.13 Use of Premises:

6.13.1 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the work site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. CONTRACTOR shall assume full responsibility for any damage to any land or areas or to the owner or occupant of any contiguous land or areas, resulting from the performance of the Work. Should any owner or occupant because of the performance of the Work make any claim against CITY, CONTRACTOR shall promptly attempt to settle with the claimant by agreement or otherwise resolve the claim.

6.13.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents including fencing, parking lots and grounds.

6.13.3 CONTRACTOR shall not permit any part of any structure or land to be treated in any manner that will endanger the structure or any land, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or processes that will endanger it.

6.14 Access to Work:
CONTRACTOR shall provide CITY, its consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for access and shall advise these authorized persons of CONTRACTOR's site safety procedures and programs.

6.15 Safety and Protection:

6.15.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected. This paragraph applies to all the Work, materials and equipment, whether in storage on or off the site; and other property at the site or adjacent to the site.

6.15.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

6.16 Environmental:

The CONTRACTOR has fully inspected the worksite and agrees to accept the worksite in an "as is" physical condition, without representation or warranty by the CITY of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the worksite. Further CONTRACTOR and all entities claiming by, through or under CONTRACTOR, releases and discharges the CITY from any claim, demand, or cause of action arising out of or relating to the CONTRACTOR's use, handling, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the worksite. The CONTRACTOR shall have no liability for any pre-existing claims or "contamination" on the worksite.

CONTRACTOR shall not use, handle, store, discharge, treat, remove, transport or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the worksite until receipt of instructions from the CITY. At such time, a CITY approved change order, which shall not include any profit, shall authorize the CONTRACTOR to perform such services.
CONTRACTOR shall immediately deliver to CITY complete copies of all notices, demands or other communications received by CONTRACTOR from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the worksite which is or could be dangerous to life, limb, property or the environment.

CONTRACTOR indemnifies and agrees to protect, defend, and hold harmless, the CITY and its respective employees, agents, successors, and assigns from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the CONTRACTOR's (or any of its employees, agents, invitees, contractors or sub-contractors) use, handling, storage, release, threatened release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of a Hazardous Substance on, under, from, to or about the worksite or any other activity carried on or undertaken on or off the worksite by the CONTRACTOR or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transportation, decontamination, cleanup, disposal and/or presence or any Hazardous Substance located, transported, or present on, undue, from, to, or about the worksite. This indemnity is intended to be operable under 42 U.S.C. section 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the

preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

The indemnification obligations contained herein are supported by separate consideration of $10.00 which the proposer acknowledges as adequate.

6.17 Indemnification:

6.17.1 In addition to, CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the CONTRACTOR, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by CONTRACTOR, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

6.17.2 CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

6.17.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs at trial and appellate levels.

6.17.4 If any Subcontractor, supplier, laborer, or materialmen of CONTRACTOR or any other person directly or indirectly acting for or through CONTRACTOR files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the CITY to CONTRACTOR or from CONTRACTOR to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, CONTRACTOR agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) calendar days of the filing or from receipt of written notice from the CITY.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by CONTRACTOR, all monies due to CONTRACTOR, or that become due to CONTRACTOR before the lien or claim is satisfied, removed or otherwise discharged, shall be held by CITY as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If CONTRACTOR shall fail to do so, CITY shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means CITY chooses at the entire and sole cost and expense of CONTRACTOR which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and

assessments, and which shall be deducted from any amount owing to CONTRACTOR. In the event the amount due CONTRACTOR is less than the amount required to satisfy CONTRACTOR'S obligation under this, or any other section of the Agreement, the CONTRACTOR shall be liable for the deficiency due the CITY.

6.18 Survival of Obligations:

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

6.19 Correction or Removal of Defective Work:

If required by CITY, CONTRACTOR shall promptly correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CITY, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs for the correction or removal of defective work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals).

If the work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

6.20 Force Majeure:

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within two (2) hours after such an occurrence.

ARTICLE 7 - CITY'S RESPONSIBILITIES

7.1 CITY shall furnish data required of CITY under the Contract Documents.

7.2 CITY shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

7.3 Technical Clarifications and Interpretations:

7.3.1 CITY shall issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as it may determine necessary, which shall be consistent

with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents, CITY shall not entertain any excuse for failure to execute the work in a satisfactory manner.

7.3.2 CITY shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other party but in no event later than five (5) days after the occurrence of the event, and written supporting data will be submitted to the other party within five (5) calendar days after such occurrence. All written decisions of the CITY on any claim or dispute will be final and binding.

ARTICLE 8 - BONDS AND INSURANCE

8.1 Payment and Performance Bonds:

8.1.1 Prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, in a form approved by the CITY and as provided by state law, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+.

8.1.2 The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of this Agreement. The performance bond shall be conditioned that the CONTRACTOR performs the contract in the time and manner prescribed in the Agreement. The payment bond shall be conditioned that the CONTRACTOR promptly makes payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the performance of the Work provided for in this Agreement and any change orders and shall provide that the surety shall pay the amount not exceeding the sum provided in the bonds, together with interest at the maximum rate allowed by law and that the CONTRACTOR and surety shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the performance of this Agreement which the CITY may be required to make by law.

8.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, the CONTRACTOR shall record the payment and performance bonds in the public records of Broward County, at its own expense.

8.2 Bonds, Reduction After Final Payment:

The performance and payment bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of these bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Agreed Compensation, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Agreement, upon notification by the CITY.

8.3 Duty to Substitute Surety:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within three (3) days substitute another bond and surety, both of which must be acceptable to CITY. The CITY shall have the right to disapprove any CONTRACTOR or subcontractor selected by any surety.

8.4 Insurance:

8.4.1 At the time of execution of the Agreement, the CONTRACTOR shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the CITY is an additional, named, first party insured with respect to the required coverage and the operations of the CONTRACTOR under the Agreement. The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that the insurance is as required by Article 8 and its

subparts of this Agreement. CONTRACTOR shall not commence work under this Agreement until after CONTRACTOR has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

8.4.2 Insurance Companies selected by CONTRACTOR must be acceptable the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) Calendar days written notice has been given to CITY by certified mail.

8.4.3 The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of this Agreement a policy or policies of insurance which must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.

(b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the Work with the following minimum limits of liability:
$1,000,000.00 - Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence

Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed with the Florida Department of Insurance and shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:
1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to this Agreement and specifically confirming the indemnification and hold harmless provision in this Agreement; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

(c) Builder's Risk Insurance in an amount not less than the replacement cost for the construction of the Work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than Five Thousand Dollars ($5,000.00) per claim.

8.4.4 CONTRACTOR shall maintain the Products and Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish CITY with evidence of the continued insurance coverage at the time of final payment.

8.4.5 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

8.4.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.4.7 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they have no recourse against CITY for payment or assessments in any form on any policy of insurance.

8.4.8 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence to the Insurer within fifteen (15) working days of CITY's actual notice of such an event.

8.4.9 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance described and the CITY's approved.

8.4.10 The CONTRACTOR agrees to perform the work under the Agreement as an independent CONTRACTOR, and not as a subcontractor, agent or employee of CITY.

8.4.11 CONTRACTOR shall require each of its subcontractors to maintain the insurance required for each category, and CONTRACTOR shall provide verification to CITY upon its request.

8.4.12 Violation of the terms of this paragraph and its subparts shall constitute a material breach of the Agreement, and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall cease and terminate.

8.4.13 CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others performing the Work. CITY specifically reserves all statutory and common law rights and immunities. Nothing contained in this Agreement is intended to limit or waive any rights or immunities including, but not limited to, the procedural and substantive provisions of Chapter 768, Florida Statutes.

ARTICLE 9 - WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.1 Warranty of Title:

The CONTRACTOR warrants to the CITY that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

9.2 Warranty of Specifications:

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

9.3 Warranty of Merchantability:

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

9.4 Correction Period:

CONTRACTOR warrants all material and workmanship for a minimum of two (2) year(s) from date of acceptance by the CITY. If, within two (2) year(s) after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by CITY, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions, either correct such defective work, or, if it has been rejected by CITY, remove it from the site and replace it with Work that is not defective and that is satisfactorily correct, and remove and replace any damage to other Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects,

attorneys and other professionals) shall be paid by CONTRACTOR.

9.4.1 Where defective Work (and damage to other work) has been corrected, removed or replaced under this Article, the correction period with respect to such Work will be extended for an additional period of two (2) year(s) after such correction, removal or replacement has been satisfactorily completed.

9.4.2 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents. Establishment of the time period of two (2) year(s) as described in above paragraph relates only to the specific obligation of the CONTRACTOR to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR's liability with respect to the CONTRACTOR's obligation other than specifically to correct the Work.

9.5 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

9.6 CONTRACTOR warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

9.7 CONTRACTOR warrants to the CITY that the performance of the work provided for in the Contract Documents will not result in the breach of any term or provision, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

9.8 CONTRACTOR warrants that there has been no violation or copyrights of patent rights either in the United States of America or in foreign countries in connection with the Work of the Agreement.

9.9 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

9.10 Tests and Inspections:

9.10.1 CONTRACTOR shall give CITY timely notice of readiness of the work for all required inspections, tests or approvals. CONTRACTOR shall assume full responsibility, pay all costs and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part unless otherwise specified.

9.10.2 Neither CITY nor other inspectors shall have authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and work with reasonable promptness.

9.10.3 The payment of any compensation, the giving of any gratuity or the granting of any favor by the CONTRACTOR to any inspectors, directly or indirectly, is strictly prohibited and punishable to the full extent of the law, and any such action on the part of the CONTRACTOR will constitute a termination of this Agreement.

9.11 Warranty Information

The CONTRACTOR shall deliver to the CITY and the CITY shall execute all applicable product and equipment registration, manuals, instructions, keys, accessories and warranty documents in accordance with manufacturers' policies and procedures. CONTRACTOR shall facilitate any necessary warranty claims free of charge.

ARTICLE 10 - LIQUIDATED DAMAGES

If the awarded BIDDER fails to complete the project by the completion date stated on the Bid Form, it is understood that five-hundred dollars ($500.00) per calendar day will be deducted as liquidated damages,

for each day beyond the substantial completion time and five-hundred dollars ($500.00) per calendar day will be deducted as liquidated damages, for each day beyond the final completion time unless time extension is approved by the City Manager, it being agreed that the damage suffered by the CITY for such delay(s) cannot be specifically ascertained.

ARTICLE 11 - CHANGES IN THE WORK

11.1 One or more changes to the work within the general scope of this Agreement may be ordered by Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Article.

11.2 A Change Order shall mean a written order to the CONTRACTOR executed by the parties after execution of this Agreement, directing a change in the work and may include a change in the agreed compensation in accordance with Article 12 or the time for the CONTRACTOR's performance.

11.3 The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work and the CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

11.4 The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval is required by the CONTRACTOR's surety or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the respective increase in the Performance bond amount commensurate with the Change Order(s). Furthermore, upon the CONTRACTOR's execution of the Change Order(s), the surety shall be conclusively deemed to have been notified of such Change Order by the CONTRACTOR in the increase in the required Performance Bond amount, and to have expressly consented.

ARTICLE 12 - CHANGE IN COMPENSATION

Change orders approved by CITY shall be computed as follows:

12.1 Cost of the Work:

The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, these costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 12.2:

12.1.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

12.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

12.1.3 Supplemental costs including the following:

12.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery,

appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

12.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY, and the costs of transporting, loading, unloading, installing, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

12.1.3.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by laws or regulations.

12.1.3.4 Royalty payments and fees for permits or licenses.

12.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

12.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

12.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

12.2 Not Included in the Cost of the Work:
The term "cost of the Work" shall not include any of the following.

12.2.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.1.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

12.2.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

12.2.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

12.2.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain them.

12.2.5 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

12.2.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.1.

12.3 Cost Breakdown Required:

Whenever the cost of any Work is to be determined pursuant to this Article, CONTRACTOR will submit in form acceptable to the CITY an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown as follows:

(a) The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
(b) Whenever a change involves the CONTRACTOR and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the CONTRACTOR and each subcontractor shall be itemized separately.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK

13.1 Progress Payments:

13.1.1 CONTRACTOR may request payments for work completed during the project at intervals of not more than once a month. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's previous applications for payment, and any other supporting documentation as may be required by the CITY, the ENGINEER or Contract Documents. Each requisition shall be submitted in triplicate to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval of the CONTRACTOR's requisition for payment. Any rejection by the CITY of any specific item (s) shall result in CONTRACTOR being notified of the rejection within five (5) Business days of the rejection.

13.1.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained by the CITY until the work is totally completed and accepted by the CITY.

13.2 Inspection:

CITY shall make an inspections as necessary and notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take the necessary measures to remedy any deficiencies within five (5) calendar days of the inspection.

13.3 Final Application for Payment:

After CONTRACTOR has completed all corrections to the satisfaction of CITY and delivered all maintenance and operating instructions, schedules, warranties, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents or requested by the CITY, CONTRACTOR may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the work; or (2) CONTRACTOR's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lien or who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR shall furnish a bond satisfactory to CITY to indemnify CITY against any lien, or the CITY may directly pay any subcontractor or supplier and deduct that amount due to CONTRACTOR.

In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional surveyor licensed by the State of Florida. Final payment to CONTRACTOR shall not be made until the shop drawings have been reviewed and approved by the CITY. Prior to approval, if necessary, the drawings may be returned to CONTRACTOR for changes or modifications if in the opinion of CITY they do not represent correct or accurate "As-Built" drawings.

13.4 Final Payment and Acceptance:

13.4.1 If, on the basis of observing the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation, the CITY is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, CITY will give written notice to CONTRACTOR that the Work is acceptable. Otherwise, the Application will be returned to CONTRACTOR indicating in writing the reasons for refusing to make final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, the amount will become due and will be paid by CITY to CONTRACTOR.

13.4.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and the occurrence is confirmed, CITY shall, upon receipt of CONTRACTOR's final Application for Payment, without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to the CITY with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims held by the CITY.

13.5 Final payment, constituting the entire unpaid balance of the agreed compensation, shall be paid by the CITY to CONTRACTOR when the work has been completed, the Contract fully performed, and a final certificate for payment has been issued by the CITY ENGINEER. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

(1) Faulty or defective work and latent defects discovered after acceptance.
(2) Failure of the work to comply with the requirements of the contract documents.
(3) Terms of special warranties required by those contract documents.
(4) Any of CONTRACTOR's continuing obligations under this Agreement.

The acceptance of final payment by CONTRACTOR or the subcontractor for materials and supplies shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final application for payment.

13.6 CITY's Right to Withhold Payment:

The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

13.6.1 Defective work not remedied.

13.6.2 Claims filed or evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

13.6.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

13.6.4 Damage to another contractor, subcontractor or supplier not remedied.

13.6.5 Liability for liquidated damages has been incurred by the CONTRACTOR.

13.6.6 Evidence that the Work cannot be completed for the unpaid balance of the agreed compensation.

13.6.7 Evidence that the work will not be completed within the Agreement's term.

13.6.8 Failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 14 - TERMINATION OF THE CONTRACT

The CITY retains the right to terminate this Agreement with or without cause, with thirty (30) days prior written notice. Additionally, the CITY may also terminate this Agreement upon fifteen (15) days notice upon the occurrence of any one or more of the following events:

14.1 If CONTRACTOR commences a voluntary case or a petition is filed against CONTRACTOR, under any chapter of the Bankruptcy Code, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

14.2 If CONTRACTOR makes a general assignment for the benefit of creditors.

14.3 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors.

14.4 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.

14.5 If CONTRACTOR disregards any local, state or federal laws or regulations.

14.6 If CONTRACTOR otherwise violates any provisions of this Agreement.

Further, CONTRACTOR may be excluded from the Work site and the CITY take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use them without liability to CONTRACTOR for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. In this instance, CONTRACTOR shall not be entitled to receive any further compensation until the Work is finished.

14.7 If CONTRACTOR commits a default due to its insolvency or bankruptcy, the following shall apply:

14.7.1 Should this Agreement be entered into and fully executed by the parties, funds released and the CONTRACTOR (Debtor) files for bankruptcy, the following shall occur:

a. In the event the Debtor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the CITY. The Debtor further agrees that in the event of this default, the CITY shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The CITY shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Debtor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Debtor acknowledges that such waiver is done knowingly and voluntarily.

b. Alternatively, in the event the CITY does not seek stay relief, or if stay relief is denied, the CITY shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Debtor in favor of the CITY.

c. In the event the Debtor files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Debtor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage. Additionally, the Debtor shall agree that the CITY is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the CONTRACTOR has less than five (5) years of payments remaining on the Note, the CONTRACTOR agrees that the treatment afforded to the claim of the CITY under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

14.7.2 Should this Agreement be entered into and fully executed by the parties, and the compensation has not been forwarded to Debtor, the following shall occur:

In the event the Debtor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Debtor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The CONTRACTOR acknowledges that the Agreement is not capable of being assumed pursuant

to 11 U.S.C. 365(c) (2), unless the CITY expressly consents in writing to the assumption. In the event the CITY consents to the assumption, the Debtor agrees to file a motion to assume the Agreement within ten (10) days after receipt of written consent from the CITY, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Debtor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

ARTICLE 15 – OWNERSHIP OF DOCUMENTS

All documents, as-built plans and specifications resulting from the Project under this Agreement shall be deemed the sole property of the CITY, and the CITY shall have all rights incident to the sole ownership.

The CONTRACTOR shall agree to indemnify and hold harmless the CITY, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

ARTICLE 16 – COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuance to this Agreement.

ARTICLE 17 - NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

Attn: Project Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2735
Email: syedz@lauderdalelakes.org

Copy to: Financial Services
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-1892

and if sent to the CONTRACTOR shall be mailed to:

Contractor:
SAFA CONSTRUCTIONLLC.
11186 SW 17th MNR
Davie, FL 33324
Attn: MD Shahinur Rahman
Tel: 954-326-8295
Email: md.rahman@safaconstruction.net

ARTICLE 18 - LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that its liability never exceed the agreed sum of $1,000.00. CONTRACTOR expresses its willingness to enter into this Agreement with CONTRACTOR'S recovery from the City for any action or claim arising from this Agreement to be limited to $1,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, CONTRACTOR agrees that the City shall not be liable to CONTRACTOR for damages in an amount in excess of $1,000.00, for any action or claim of the CONTRACTOR or any third party arising out of this

Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 19 – MISCELLANEOUS

19.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents. This Article will be as effective as if repeated specifically in the Contract Documents will survive final payment and termination or completion of the Agreement.

19.2 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests. The obligations undertaken by CONTRACTOR pursuant to the Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Article shall constitute a material breach of Agreement by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR which shall immediately cease and terminate.

19.3 CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties.

19.4 CITY reserves the right to audit the records of CONTRACTOR relating in anyway to the work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

19.5 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or later existing at law or in equity.

19.6 This Agreement shall be governed by the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

19.7 Should any part, term or provision of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

As to the CONTRACTOR on the Oct day of 01, 2025.

SAFA CONSTRUCTIONLLC.

Witness

MD Shahinur Rahman, CEO
Authorized Name, Title (PLEASE PRINT)

As to the CITY on the 1ST day of Oct, 2025.

SEAL OF THE CITY OF LAUDERDALE LAKES

Pavitri Benasrie-Watson, City Clerk

Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

October 9, 2025

Attn: MD Shahinur Rahman
Safa Construction, LLC
11186 SW 17TH MNR
Davie, FL 33324

Email:md.rahman@safaconstruction.net

Re: Notice to Proceed: ITB25-6310-11B// Lauderdale Lakes Stormwater Conveyance And Water Quality Improvement Project Canal 5

Dear Mr. MD Shahinur Rahman,

You are hereby notified to proceed with the services referenced above in accordance with the contractual documents and scope of services provided in the request for proposal to include any addendums.

City Commission awarded this contract at its meeting on September 23, 2025 (Resolution 2025-121) in the amount of One Million Four Hundred and Twenty-Three Thousand Five Hundred Eighty-Five Dollars ($1,423,585.00) to perform the Water Quality Improvement Project for Canal 5 as outlined in the ITB 25-6310-11B.

The City's Contract Manager for this contract is Maqsood M Nasir, P.E. He can be reached at 954-535-2712 or mmnasir@lauderdalelakes.org.

At this time, please submit the following documents for review and acceptance. If you have submitted any of the documents requested below, please disregard:

□ Project Timeline (in coordination with the City's Contract/Project Manager)
□ Recorded Performance and Payment at 100% of the contract price
□ Insurance Certificates (including from subcontractors):
    Commercial General Liability - $1,000,000 per occurrence / $1,000,000 aggregate
    Automobile Liability - $1,000,000 per occurrence / $1,000,000 aggregate
    Worker's Compensation – statutory limits
    City of Lauderdale Lakes named as Additional Insured/Certificate Holder

4300 Northwest 36th Street • Lauderdale Lakes, FL 33319
954.535.2700 • www.lauderdalelakes.org

Re: Notice to Proceed: ITB25-6310-11B// Lauderdale Lakes Stormwater Conveyance And Water Quality Improvement Project Canal 5

Please acknowledge acceptance of this notice as outlined below and forward to the City of Lauderdale Lakes by email to aazamp@lauderdalelakes.org or by mail for inclusion in the contract file.

Thank you for your interest in doing business with the City of Lauderdale Lakes. If you have questions or concerns, please feel free to contact me at 954-535-2700.

Sincerely,

Aazam Piprawala, CERT SCM
Procurement Administrator, Financial Services
aazamp@lauderdalelakes.org

Encl: Resolution 2025-121
Contractor Pricing

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this 9th day of October, 2025.

ACCEPTANCE:

Digitally signed by 6f8ea9a5-60d5-418f-94c3-84f38f03eac0
DN: cn=6f8ea9a5-60d5-418f-94c3-84f38f03eac0
Date: 2025.10.09 10:48:58 -04'00'

By: MD SHAHINUR RAHMAN
Official Signature

CEO
Title

10/09/205
Date

PROPOSAL

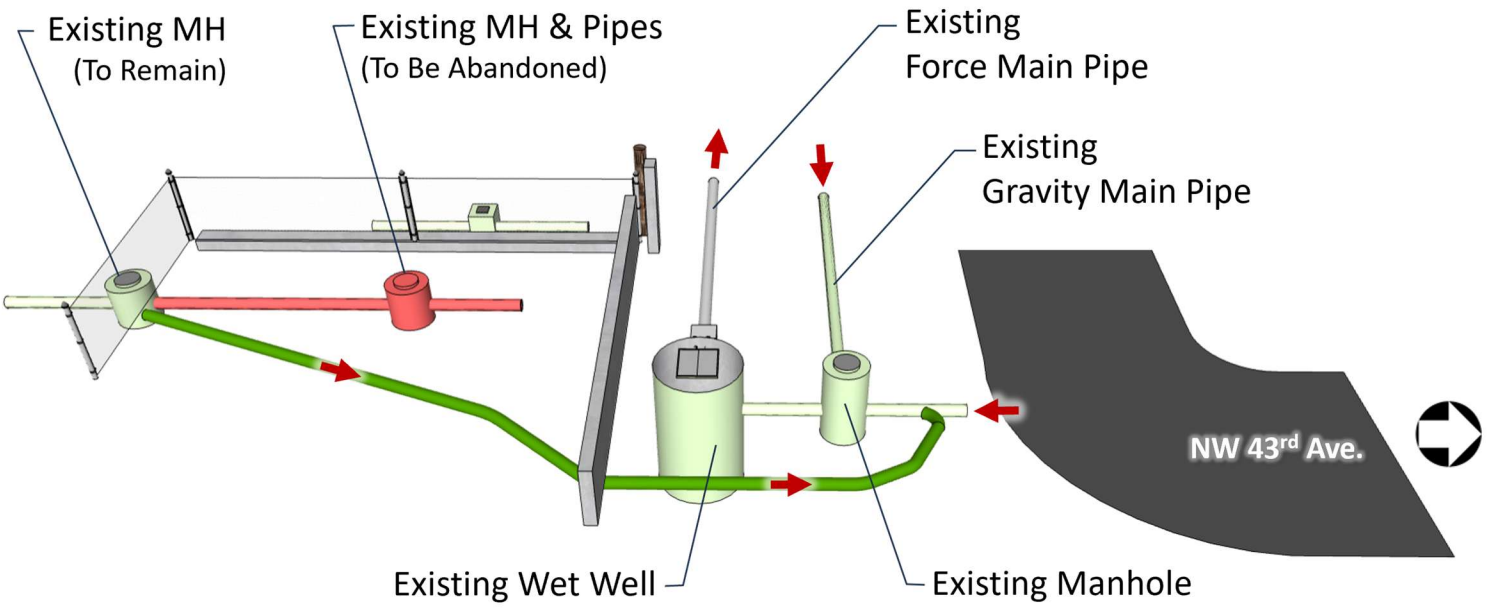
SAFA CONSTRUCTION, LLC

SAFA CONSTRUCTION, LLC.
Phone: (954) 326-8295
Email: md.rahman@safconstruction.net

QUOTE #: 1
DATE: 7/23/26

TO: **CITY OF OPA-LOCKA**
Sha'mecca Lawson
City Manager

JOB: **PUMP STATION #16**
PIPE REROUTING PROJECT



ITEM	DESCRIPTION	COST
1	Installation of 6" C-900 PVC Sanitary Sewer Pipe	$3,430.00
2	Trench Shoring System (Rental and Installation)	$3,790.00
3	Imported Limerock Backfill Material	$7,160.00
4	Excavated Material Hauling and Disposal	$3,190.00
5	Removal and Restoration of Chain-Link Fence	$2,830.00
6	Tree Removal and Disposal	$3,780.00
8	Dewatering and Groundwater Control	$47,210.00
9	Temporary Sanitary Sewer Bypass Pumping	$28,320.00
10	Pavement Restoration and Surface Repair	$18,800.00
11	Sanitary Sewer Lamp Inspection	$380.00
12	As-Built Documentation	$5,660.00
	TOTAL COST	**$124,550.00**

•The Contractor agrees to provide all labor, materials, equipment, and related services required to complete the work as described and illustrated in this document.
•The Contractor agrees to indemnify and hold harmless the City of Opa-locka from any claims, damages, or liabilities arising from the Contractor's performance of the work.

MD SHAHINUR RAHMAN
SAFA CONSTRUCTION, LLC.

SHA'MECCA LAWSON
CITY OF OPA-LOCKA

DATE:

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 3 TO THE CONTRACT WITH SHIFF CONSTRUCTION & DEVELOPMENT LLC IN AN AMOUNT NOT TO EXCEED SIXTY-EIGHT THOUSAND THREE HUNDRED SIXTY-FIVE DOLLARS AND EIGHTY-FOUR CENTS ($68,365.84) FOR SUPPLEMENTAL WORK NECESSARY TO COMPLETE THE LIFT STATION NO. 9 REHABILITATION PROJECT; INCREASING THE TOTAL AUTHORIZED CONSTRUCTION CONTRACT AMOUNT TO ONE MILLION FOUR HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS AND EIGHT CENTS ($1,432,898.08); AUTHORIZING EXECUTION OF RELATED DOCUMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City entered into an agreement with Shiff Construction & Development LLC for the replacement of Lift Station No. 9, located at 340 Seaman Avenue, at an original construction cost of One Million One Hundred Forty-Nine Thousand Six Hundred Thirty-Nine Dollars and Ninety-Three Cents ($1,149,639.93); and

WHEREAS, during construction, the project encountered a series of operational requirements, unforeseen underground utility conflicts, and resulting site modifications that required two previous contract amendments; and

WHEREAS, Change Order No. 1, in the amount of Twenty-Four Thousand Eight Hundred Twenty-Five Dollars and Eighty-Four Cents ($24,825.84), provided for the addition of a Pump Seal Failure Module requested by Public Works/Utilities to provide additional pump protection and improve operational reliability, thereby increasing the construction contract amount to One Million One Hundred Seventy-Four Thousand Four Hundred Sixty-Five Dollars and Seventy-Seven Cents ($1,174,465.77); and

WHEREAS, Change Order No. 2, in the amount of One Hundred Ninety Thousand Sixty-Six Dollars and Forty-Seven Cents ($190,066.47), addressed significant unforeseen field conditions encountered during construction, including conflicts with existing FPL and underground infrastructure. The additional work included revised construction methods, extended bypass pumping and Maintenance of Traffic (MOT), dewatering permit extensions, surveying, as-built documentation and related construction modifications. Change Order No. 2 increased the authorized construction contract amount to One Million Three Hundred Sixty-Four Thousand Five Hundred Thirty-Two Dollars and Twenty-Four Cents ($1,364,532.24); and

WHEREAS, proposed Change Order No. 3, in the amount of Sixty-Eight Thousand Three Hundred Sixty-Five Dollars and Eighty-Four Cents ($68,365.84), does not represent an expansion of the original purpose of the Lift Station No. 9 Rehabilitation Project, but instead represents the remaining construction and temporary operational measures necessary to complete the revised station configuration following the field conditions and coordination encountered during construction; and

WHEREAS, the project must remain operational while the remaining work is completed, and bypass pumping, maintenance of traffic (MOT), and other temporary construction requirements must remain in place until the permanent station can be completed and placed into final operation; and

WHEREAS, further delay in completing the project may result in additional temporary operational, traffic-control, and construction-duration costs; and

WHEREAS, approval of Change Order No. 3 will allow the City to complete the remaining work, discontinue temporary bypass and MOT operations as soon as practicable, proceed with final inspection and acceptance, and move the project toward closeout; and

WHEREAS, the project is currently in the final phase of completion, funds previously appropriated for change orders total Two Hundred Fifteen Thousand Six Hundred Sixty-Six Dollars and Fifty Cents ($215,666.50) year to date, and Change Order No. 3 will be funded from savings in other Capital Projects; and

WHEREAS, the City Manager is authorized to execute Change Order No. 3 and all related documents necessary to complete, inspect, accept, and close out the Lift Station No. 9 Rehabilitation Project.

WHEREAS, the project is funded with American Rescue Plan Act (ARPA) funds, must be completed by December 31, 2026, has no impact on the General Fund, and is expensed in the Water and Sewer Fund; and

WHEREAS, the City Commission finds that approval of Change Order No. 3 and authorization of the related documents are in the best interests of the City and its residents.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. APPROVAL OF CHANGE ORDER NO. 3.
The City Commission hereby approves Change Order No. 3 to the contract with Shiff Construction & Development LLC in an amount not to exceed Sixty-Eight Thousand Three Hundred Sixty-Five Dollars and Eighty-Four Cents ($68,365.84) for the remaining supplemental work necessary to complete the Lift Station No. 9 Rehabilitation Project, substantially in the form included in the agenda backup as Exhibit "A."

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

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

PASSED and ADOPTED this _____ day of _____, 2026.

_____
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: _____
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:	09.09.2026		**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 OF THE CITY OF OPA-LOCKA AUTHORIZING CHANGE ORDER NO. 3 TO THE CONTRACT WITH SHIFF CONSTRUCTION & DEVELOPMENT LLC IN THE AMOUNT OF $68,365.84 FOR SUPPLEMENTAL WORK NECESSARY TO COMPLETE THE LIFT STATION NO. 9 PROJECT.

Staff Summary:

The City entered into an agreement with Shiff Construction & Development LLC for the replacement of Lift Station No. 9, located at 340 Seaman Avenue, at an original construction cost of $1,149,639.93.

During construction, the project encountered a series of operational requirements, unforeseen underground utility conflicts and resulting site modifications that required two previous contract amendments.

Change Order No. 1, in the amount of $24,825.84, provided for the addition of a Pump Seal Failure Module requested by Public Works/Utilities to provide additional pump protection and improve operational reliability. This increased the construction contract to $1,174,465.77.

Change Order No. 2, in the amount of $190,066.47, addressed significant unforeseen field conditions encountered during construction, including conflicts with existing FPL and underground infrastructure. The additional work included revised construction methods, extended bypass pumping and Maintenance of Traffic (MOT), dewatering permit extensions, surveying, as-built documentation and related construction modifications. Change Order No. 2 increased the contract amount to $1,364,532.24.

Prior to proceeding with the revised construction approach, the City evaluated relocation of the conflicting FPL infrastructure. This alternative would have required an initial FPL evaluation/design fee of approximately $15,000, an estimated $450,000 to $600,000 in relocation costs, and approximately six additional months for FPL engineering and design. The City therefore proceeded with modifications to the station configuration as the more practical and substantially less costly alternative.

As construction of the revised station configuration progressed, additional coordination was required to address the final location and configuration of station components, including the control panel, above-ground piping, magnetic flow meter, electrical infrastructure and pedestrian/site improvements.

Public Works/Utilities personnel participated in on-site coordination throughout construction to address operational, maintenance, accessibility, testing and serviceability requirements for the facility. Certain field modifications were implemented as part of this operational coordination and subsequently required additional review and final site adjustments.

The Engineer of Record's field review identified differences between certain installed components and the approved or previously coordinated configuration, including the control-panel location and above-ground piping, requiring further evaluation and resolution.

The contractor has now submitted Change Order No. 3 in the amount of $68,365.84 for the remaining supplemental work necessary to complete Lift Station No. 9.

CHANGE ORDER NO. 3 – SCOPE OF WORK

Change Order No. 3 includes the remaining construction and temporary operational measures required to complete the project, including:

- Continued bypass pumping necessary to maintain uninterrupted wastewater service during completion activities;
- Continued Maintenance of Traffic, including Type K barricades, while construction remains active;
- Relocation and final installation of the magnetic flow meter;
- Electrical raceways and wiring associated with the final flow-meter configuration;
- Trenching, excavation and installation of underground conduit;
- Installation of the underground magnetic flow-meter vault;
- Sidewalk and pedestrian-access work associated with the final station configuration;
- Associated site restoration; and
- Labor, equipment and materials necessary to complete the supplemental work.

The contractor's supplemental proposal specifically identifies the work as "Additional Bypass + MOT, Sidewalk & Mag Meter Vault" and establishes a total proposed cost of $68,365.84.

The magnetic flow-meter relocation requires additional electrical raceways, wiring and associated excavation necessary to connect the equipment in its final configuration. The supplemental work also includes the underground flow-meter vault and sidewalk work necessary to complete the affected site.

PROJECT COST SUMMARY

Project Authorization	Amount	Revised Contract Amount
Original Construction Contract	$1,149,639.93	$1,149,639.93
Change Order No. 1	$24,825.84	$1,174,465.77

Project Authorization	Amount	Revised Contract Amount
Change Order No. 2	$190,066.47	$1,364,532.24
Proposed Change Order No. 3	**$68,365.84**	**$1,432,898.08**

Change Order No. 3 does not represent an expansion of the original purpose of the Lift Station No. 9 Rehabilitation Project. The requested work represents the remaining construction and temporary operational measures necessary to complete the revised station configuration following the field conditions and coordination encountered during construction.

The project must remain operational while the remaining work is completed. As a result, bypass pumping, MOT and other temporary construction requirements must remain in place until the permanent station can be completed and placed into final operation.

Further delay in completing the project may result in additional temporary operational, traffic-control and construction-duration costs.

Approval of Change Order No. 3 will allow the City to complete the remaining work, discontinue temporary bypass and MOT operations as soon as practicable, proceed with final inspection and acceptance, and move the project toward closeout.

Financial Impact: This project is currently in the final phase of completion. Funds previously appropriated for change orders total $215,666.50 year to date. This change order will be funded from savings in other Capital Projects. This project is an ARPA funded project and needs to be completed by December 31, 2026. There is no impact on the General Fund as this is funded with ARPA funds and expensed in the Water and Sewer Fund.

Proposed Action:

Staff recommends that the City Commission adopt the proposed Resolution authorizing the City Manager to execute Change Order No. 3 with Shiff Construction & Development LLC in an amount not to exceed $68,365.84 for the remaining supplemental work necessary to complete the Lift Station No. 9 Rehabilitation Project, increasing the total authorized construction contract amount to $1,432,898.08, and authorizing the City Manager to execute all related documents necessary to complete and close out the project.

Attachment:

Shiff Construction & Development LLC – Change Order No. 3 / Supplemental Proposal
Change Order No. 1 Documentation
Change Order No. 2 Documentation
Relevant RFIs and Engineer of Record Responses
Lift Station No. 9 Project Chronology / Supporting Memorandum to City Manager

CITY OF OPA-LOCKA AGREEMENT FOR LIFT STATION 9 REPLACEMENT SERVICES

(General Construction Services Piggyback Competitive Award)

This Agreement is made this 23 day of December, 2024, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the **"City"),** and Shiff Construction & Development, Inc. whose address is 180 SW 6th St Pompano Beach, FL 33060 (the **"Contractor").**

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide Lift Station 9 Replacement Services (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between Sourcewell and the Contractor, as set forth in the Sourcewell Invitation for Bid (IFB) 111821 ("the IFB"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through December 28, 2024, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with Lift Station 9 Replacement Services in accordance with the City's requirements as set forth herein and the Standard Contract between Sourcewell and the Contractor dated on or about January 3, 2022 (the "Sourcewell Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Sourcewell Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross, as Capital Improvement Programs Manager, shall be the City Representative and may be reached at 305-953-2868 Ext 3001.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the Sourcewell with regard to any and all provisions of the Sourcewell Agreement, the IFB, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein,made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City:	Sha'mecca Lawson, Interim City Manager City of Opa-Locka 780 Fisherman Street Opa-Locka, Florida, Florida 33054
Copy To:	Burnadette Norris-Weeks, Esq. City Attorney Burnadette Norris-Weeks, P.A. 401 NW 7th Avenue Fort Lauderdale, Florida 33311
For Contractor:	Justen Schiff Shiff Construction & Development, Inc. 180 SW 6th St Pompano Beach, FL 33060
Copy To:	Rod Feiner 1404 South Andrews Avenue Fort Lauderdale, Fl 33316

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 6. 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 EVerify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the Everify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CITY: City of Opa-Locka

By: Shaimecca Lawson

Sha'mecca Lawson, Interim City Manager

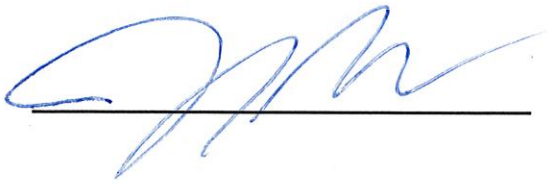
Date: 12/13/24

APPROVED AS TO FORM AND LEGAL SUFFICIENCYFOR THE USE OF AND RELIANCE BY THE CITY OF OPA-LOCKA ONLY:

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

By: _____
Joanna Flores, City Clerk

CONTRACTOR:
Shiff Construction & Development, Inc.

By: 

JUSTEN SHIFF
PRINT NAME

PRESIDENT
TITLE

Date: 12.04.2024

Witness:

RIA Q. PICONE

Date: 12.04.2024

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: FL-R10-GC02-111821- SCD

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	133497.00	Work Order Date:	10/11/2024
Work Order Title:	City of Opa-Locka - Lift Station #9 Replacement Project		
Owner Name:	City of Opa Locka	Contractor Name:	Shiff Construction & Development, Inc.
Contact:	Adelina Gross	Contact:	Justen Shiff
Phone:	7729329572	Phone:	9545242575

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R10-GC02-111821- SCD.

Brief Work Order Description:

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $1,149,639.93

Owner Purchase Order Number:

Approvals

Owner _____ Date

Contractor _____ Date 12.11.24

SHIFF

180 SW 6th Street
Pompano Beach, Florida 33060
t: (954) 524 2575 f: (954) 524 2576
CGC1509764 www.shiff.com
construction management | development | restoration | design + build | owner representation

11 October 2024
Re: City of Opa Locka 133497.00 Lift Station #9 Rehab Scope Of Work

1. This is a lump sum contract priced by drawings from SSN Engineering for:
   -City of Opa-Locka Lift Station #9: Sheets C-100, C-200(09/05/2022), C-201(09/05/2022), C-300(04/16/2024), C-301(09/05/2022), C-310(04/16/2024), C-311(04/16/2024), E-1(09/05/2022), E-2(09/05/2022), E-3(09/05/2022), E-4(09/05/2022)

2. Mob/Demob/Mot/Dewatering Permit/Survey/As-builts/Testing
3. Gravity Sewer Bypass, All Plugging, Balling, Pumping, Back Up Pumps On Site And Set Up 24 Hours Day During Total Construction Duration
4. Complete Demo Of Site, Including Existing Lift Station, Vault And All Pipe And Fittings
5. Complete Installation Of New Lift Station And Vault, Pumps Fittings Base Elbows, Rails, Plates, Coatings, Pumps, Conduits, Electrical Panels. Final Start Up
6. Installation Of 8" SDR 26 Gravity Sewer, From Lift Station To Existing SSMH, Including News Cores And Rebuilding Channel And Coating
7. Complete Restoration Of Site Including All Fences, Gates, Pads Sidewalks, Curbs, ADA Ramp, Road Restoration, Sod, Irrigation.

Contractor's Price Proposal - Summary

Date: October 11, 2024

Re:

IQC Master Contract #:	FL-R10-GC02-111821- SCD
Work Order #:	133497.00
Owner PO #:	
Title:	City of Opa-Locka - Lift Station #9 Replacement Project
Contractor:	Shiff Construction & Development, Inc.
Proposal Value:	$1,149,639.93

Lift Station #9	**$1,149,639.93**
Proposal Total	**$1,149,639.93**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail Continues..

Work Order Number: 133497.00
Work Order Title: City of Opa-Locka - Lift Station #9 Replacement Project

Lift Station #9

7	01 22 20 00 0047		HR	Senior Surveyor (Party Chief)								$5,542.10
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					120.00	x	43.57	x	1.0600	=	5,542.10	
			As-builts									
8	01 22 20 00 0048		HR	Surveyor (Instrument person)								$4,700.04
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					120.00	x	36.95	x	1.0600	=	4,700.04	
			Surveying for lift station									
9	01 22 20 00 0049		HR	Surveyor (Rod Person)								$3,347.90
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					120.00	x	26.32	x	1.0600	=	3,347.90	
			Surveying for lift station									
10	01 22 20 00 0066		HR	Flagperson For Traffic Control								$12,178.76
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					260.00	x	44.19	x	1.0600	=	12,178.76	
			MOT during construction.									
11	01 22 23 00 0291		MO	2,500 To 2,700 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator								$39,830.01
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					3.00	x	12,525.16	x	1.0600	=	39,830.01	
			Secondary small compact loader, clean up, sweeping, moving minor, small construction materials									
12	01 22 23 00 0291	0065		For Equipment Without Operator, Deduct								-$13,209.85
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					1.50	x	-8,308.08	x	1.0600	=	-13,209.85	
13	01 22 23 00 0359		MO	7/8 To 1 CY Hydraulic Excavator With Full-Time Operator								$54,962.29
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					3.00	x	17,283.74	x	1.0600	=	54,962.29	
			Secondary Excavator for gravity sewer, lift station, vault assembly, pump and pipe assemblies									
14	01 22 23 00 0359	0065		For Equipment Without Operator, Deduct								-$15,441.29
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					1.50	x	-9,711.50	x	1.0600	=	-15,441.29	
15	01 22 23 00 0371		MO	2 To 2-3/8 CY Hydraulic Excavator With Full-Time Operator								$79,968.16
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					3.00	x	25,147.22	x	1.0600	=	79,968.16	
			Massive 110,000-thousand-pound Main excavator, digging lift station, handling all sheeting and or shoring, setting big structure.									
16	01 22 23 00 0371	0065		For Equipment Without Operator, Deduct								-$15,441.29
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					1.50	x	-9,711.50	x	1.0600	=	-15,441.29	
17	01 22 23 00 0430		MO	1/2 To 5/8 CY, 65 HP, Loader-Backhoe With Standard Bucket And Full-Time Operator								$37,419.95
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					3.00	x	11,767.28	x	1.0600	=	37,419.95	
			Main line loader moving pumps, excavated dirt, loading trucks, moving everyday construction materials									
18	01 22 23 00 0430	0065		For Equipment Without Operator, Deduct								-$15,441.29
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					1.50	x	-9,711.50	x	1.0600	=	-15,441.29	

Work Order Number: 133497.00
Work Order Title: City of Opa-Locka - Lift Station #9 Replacement Project

Lift Station #9

31	02 41 19 13 0071		EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.									$809.49
					Quantity		Unit Price		Factor	=	Total		
				Installation	1.00	x	763.67	x	1.0600	=	809.49		
				Saw cut control joints in new slab									
32	03 31 13 00 0005		SF	6" 3,000 PSI Slab On Grade Concrete Slab Assembly									$985.80
					Quantity		Unit Price		Factor	=	Total		
				Installation	120.00	x	7.75	x	1.0600	=	985.80		
				Concrete slab for lift station									
33	03 31 13 00 0005	0155		For 4,500 PSI Concrete, Add									$54.70
					Quantity		Unit Price		Factor	=	Total		
				Installation	120.00	x	0.43	x	1.0600	=	54.70		
34	03 31 13 00 0005	0159		For Up To 500, Add									$314.18
					Quantity		Unit Price		Factor	=	Total		
				Installation	120.00	x	2.47	x	1.0600	=	314.18		
35	03 35 13 00 0004		SF	Broom, Concrete Floor Finish									$90.31
					Quantity		Unit Price		Factor	=	Total		
				Installation	120.00	x	0.71	x	1.0600	=	90.31		
				broom finish new slab									
36	05 05 23 00 0885		EA	1/2" Diameter x 3-1/2" Length, 304/18-8 Stainless Steel, Hex Head Bolt									$2,626.15
					Quantity		Unit Price		Factor	=	Total		
				Installation	250.00	x	9.91	x	1.0600	=	2,626.15		
				SS Bolts									
37	05 05 23 00 0885	0191		For >100 To 250, Deduct									-$198.75
					Quantity		Unit Price		Factor	=	Total		
				Installation	250.00	x	-0.75	x	1.0600	=	-198.75		
38	05 05 23 00 1358		EA	1/2" Diameter, 304 Stainless Steel Hex Nut									$437.25
					Quantity		Unit Price		Factor	=	Total		
				Installation	250.00	x	1.65	x	1.0600	=	437.25		
				SS Nuts									
39	05 05 23 00 1439		EA	1/2" Inside Diameter, 304/18-8 Stainless Steel Flat Washer									$347.15
					Quantity		Unit Price		Factor	=	Total		
				Installation	250.00	x	1.31	x	1.0600	=	347.15		
				SS Washers									
40	05 12 23 00 0090		TON	Structural Shapes, Steel Plate A36 Structural SteelUp to 21.5 LB per SF									$54,795.72
					Quantity		Unit Price		Factor	=	Total		
				Installation	6.00	x	8,615.68	x	1.0600	=	54,795.72		
				(4) 8' x 12' Steel Plates									
41	09 97 63 00 0051		SF	Thortex Chemi Tech USR Chemical Protection System (One Coat 20 Mil Average)									$24,454.20
					Quantity		Unit Price		Factor	=	Total		
				Installation	750.00	x	30.76	x	1.0600	=	24,454.20		
				660 SF interior coating on wet wells.									
42	10 32 19 00 0003		EA	Stainless Steel Screen And FrameFits Heights between 18" to 27" and widths up to 42".									$280.44
					Quantity		Unit Price		Factor	=	Total		
				Installation	1.00	x	264.57	x	1.0600	=	280.44		
				12x12 SS Screen									

Work Order Number: 133497.00
Work Order Title: City of Opa-Locka - Lift Station #9 Replacement Project

Lift Station #9

54	22 51 23 00 0200		EA	8" Pipe, Polyvinyl Chloride (PVC) Saddle Clamp For Flow Transducers (Signet PV8S080)									$721.03
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	680.22	x	1.0600	=	721.03		
				8" Pipe Saddle									
55	23 05 19 00 0046		EA	2-1/2" Diameter Liquid Filled, Polypropylene Case, 0 To 100" H2O (Very Low PSI), Stainless Steel Internals And Stem, Pressure Gauge									$404.94
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	127.34	x	1.0600	=	404.94		
				Gauges									
56	23 05 23 00 0285		EA	1" Threaded, Stainless Steel Body, Three Piece Ball Valve									$2,540.14
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	599.09	x	1.0600	=	2,540.14		
				1" Stainless Steel Ball Valve									
57	23 05 29 00 1076		EA	4" Pipe Stanchion Support With U-Bolt (Cooper B-Line B3090)									$3,251.02
					Quantity		Unit Price		Factor		Total		
				Installation	25.00	x	122.68	x	1.0600	=	3,251.02		
				Pipe supports									
58	23 09 23 11 0031		EA	3/4" 2-Way Brass Ball Valve With Actuator (Belimo B220B+LRB24-3)									$555.10
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	261.84	x	1.0600	=	555.10		
				3/4" Ball Valve									
59	31 08 13 00 0002		EA	Pile Load Test, 50 To 100 Ton Design Load									$38,332.97
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	36,163.18	x	1.0600	=	38,332.97		
				Testing for sheet piling									
60	31 08 13 00 0002	0096		For Testing In Wet/Soft Soil Condition, Add									$11,499.89
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	10,848.95	x	1.0600	=	11,499.89		
61	31 41 16 13 0004		TON	Driven Steel Sheet Piling, 25' Excavation, 38 PSF Steel Sheeting, Pull And Salvage									$59,976.40
					Quantity		Unit Price		Factor		Total		
				Installation	31.00	x	1,825.21	x	1.0600	=	59,976.40		
				Sheet piling required 15' x 15' x 24' deep excavation.									
62	32 11 29 13 0003		SY	8" Thick FDOT Limerock									$3,997.79
					Quantity		Unit Price		Factor		Total		
				Installation	50.00	x	75.43	x	1.0600	=	3,997.79		
				Limerock for asphalt repair									
63	32 11 29 13 0003	0008		For Up To 500, Add									$846.41
					Quantity		Unit Price		Factor		Total		
				Installation	50.00	x	15.97	x	1.0600	=	846.41		
64	32 12 16 13 0075		TON	Superpave Leveling Course, SP-12.5									$5,169.36
					Quantity		Unit Price		Factor		Total		
				Installation	25.00	x	195.07	x	1.0600	=	5,169.36		
				Asphalt repair									
65	32 92 23 00 0039		MSF	>1,000 To 4,000 SF, St. Augustine Sod, Installed On Level Ground									$4,583.19
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	1,080.94	x	1.0600	=	4,583.19		
				Sod restoration									

Work Order Number: 133497.00
Work Order Title: City of Opa-Locka - Lift Station #9 Replacement Project

Lift Station #9

78	33 14 13 13 0569	EA	6" Mechanical Joint Restraints For Ductile Iron Pipe (MEGALUG® 1106DEC)									$2,332.11
				Quantity		Unit Price		Factor	=	Total		
		Installation		10.00	x	220.01	x	1.0600		2,332.11		
		6" Megalug's										
79	33 14 13 13 0684	EA	4" Ceramic Epoxy Lined (P401), Bituminous Seal Coat, Mechanical Joint x Plain End (MJxPE) Ductile Iron 90 Degree Elbow									$12,114.53
				Quantity		Unit Price		Factor	=	Total		
		Installation		20.00	x	571.44	x	1.0600		12,114.53		
		4" Flange P401 Lined										
80	33 14 13 13 1077	EA	4" Ceramic Epoxy Lined (P401), Bituminous Seal Coat, Mechanical Joint x Flanged End (MJxFE) Ductile Iron Adapters									$9,798.85
				Quantity		Unit Price		Factor	=	Total		
		Installation		15.00	x	616.28	x	1.0600		9,798.85		
		4" Flange P401 Lined										
81	33 14 13 13 1093	EA	4" Ceramic Epoxy Lined (P401), Bituminous Seal Coat, Mechanical Joint Ductile Iron Long Sleeves									$7,474.65
				Quantity		Unit Price		Factor	=	Total		
		Installation		12.00	x	587.63	x	1.0600		7,474.65		
		4" Sleeve P401 Lined										
82	33 14 13 13 1147	EA	4" Tee, Push-On Joint Ductile Iron									$2,968.98
				Quantity		Unit Price		Factor	=	Total		
		Installation		12.00	x	233.41	x	1.0600		2,968.98		
		4" Tee										
83	33 14 13 23 0012	LF	8" Class 200, SDR 21 Polyvinyl Chloride (PVC) Pressure Pipe									$1,374.78
				Quantity		Unit Price		Factor	=	Total		
		Installation		28.00	x	46.32	x	1.0600		1,374.78		
		New 8" SDR 26 Pipe										
84	33 14 13 23 0186	LF	6" AWWA C900, DR 14, PC 305 Polyvinyl Chloride (PVC) Pipe									$6,605.92
				Quantity		Unit Price		Factor	=	Total		
		Installation		400.00	x	15.58	x	1.0600		6,605.92		
		6" PVC C900										
85	33 14 13 39 0052	EA	1-1/2" x 1" Brass Compression Reducer Coupling									$634.09
				Quantity		Unit Price		Factor	=	Total		
		Installation		10.00	x	59.82	x	1.0600		634.09		
		Brass bushings										
86	33 14 13 53 0002	EA	4" Diameter x 1/2", 3/4" Or 1" Tap Double Stud Stainless Steel Service Saddle (Smith-Blair 372)									$805.30
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	189.93	x	1.0600		805.30		
		4"x1" Saddle										
87	33 14 13 53 0224	EA	4" Ductile Iron Body, Flanged Coupling Adapter (Smith-Blair 912)									$1,601.87
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	377.80	x	1.0600		1,601.87		
		Flange Camlock Assembly										
88	33 14 13 53 0224	EA	4" Ductile Iron Body, Flanged Coupling Adapter (Smith-Blair 912)									$6,007.02
				Quantity		Unit Price		Factor	=	Total		
		Installation		15.00	x	377.80	x	1.0600		6,007.02		
		4" Flanged 90s										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 133497.00
Work Order Title: City of Opa-Locka - Lift Station #9 Replacement Project

Lift Station #9

101	46 82 83 00 2775	EA	Dual Float High And Caution Level Oil/Water Interface Bright Eye Sensor (Omntec BX-OWI-2)							$2,249.00
				Quantity		Unit Price		Factor	= Total	
		Installation		2.00	x	1,060.85	x	1.0600	2,249.00	
		High & low float switches in wet wells.								

Subtotal for Lift Station #9 **$1,149,639.93**

Proposal Total **$1,149,639.93**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

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 TAKE ALL NECESSARY STEPS TO EVALUATE AND, IF LAWFUL, SAFE AND IN THE BEST INTEREST OF THE CITY, REMOVE THE BARRICADE AT THE END OF ALI BABA AVENUE AND RAILROAD DRIVE; DIRECTING THE CITY MANAGER TO SEEK PROFESSIONAL OPINIONS FOR SAID REVIEW TO INCLUDE THE AREAS OF TRAFFIC-SAFETY, EMERGENCY-ACCESS AND UTILITIES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a barricade is presently located at or near the end of Ali-Baba Avenue and Railroad Drive; and

WHEREAS, the City Commission desires to determine whether removal of the barricade would allow for lawful access, mobility, connectivity, emergency response, and use of the affected roadway area; and

WHEREAS, the City Commission desires to take all necessary steps to evaluate and, if lawful, safe and in the best interests of the City remove the barricade at the end of Ali Babe Avenue and Railroad Drive; and

WHEREAS, additionally, City Manager shall be required to seek professional opinions in areas to include traffic safety, emergency access and utilities, at a minimum.

WHEREAS, a determination of ownership and jurisdiction shall be performed in the event it is determined that the removal of said barricades is in the best interests of the City; and

WHEREAS, the City Manager shall also determine whether necessary approvals are required from Miami-Dade County, the Florida Department of Transportation, railroad companies, utilities, or any other agency; and

WHEREAS, the City Manager shall return to the City Commission before incurring any unbudgeted material expenses, acquiring any property interest, or entering into any agreement that otherwise requires City Commission approval; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to direct the City Manager to complete the necessary review and, if removal is

within the City's authority and can be accomplished safely and lawfully, to proceed with removal.

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

SECTION 1. RECITALS ADOPTED.
The foregoing recitals are incorporated into this Resolution.

SECTION 2. DIRECTION TO CITY MANAGER.
The City Manager is directed to take the necessary steps to evaluate the possible removal of the barricade at the end of Ali Baba Avenue and Railroad Drive and take all necessary steps to evaluate as set forth herein. If determined to be lawful, safe and in the best interests of the City, it is the intent of this Commission that the barricade at the end of Ali Babe Avenue and Railroad Drive be removed.

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered, and corrections of typographical errors that do not affect the intent may be authorized by the City Manager following review and approval by the City Attorney, without need of public hearing.

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

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

Docusign Envelope ID: 38E92F6D-6E00-89B5-830F-55FBAAD527B4

City of Opa-locka
Agenda Cover Memo

City Manager:	Sha'mecca Lawson			**City Manger's Signature:**	Signed by: Sha'mecca Lawson F4489A0D7D63447...			
Commission Meeting Date:	09.09.2026		**Item Type:** *(Enter X in the box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in the box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in the box)*		**1st Reading**		**2nd Reading**	
			Public Hearing: *(Enter X in the box)*		**Yes**	**No**	**Yes**	**No**
		X				**X**		**X**
Funding Source: *Account#:*	*(Enter Fund & Dept.)*		**Advertising Requirement:** *(Enter X in the box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in the box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**		*N/A*			
		X						
Strategic Plan Related *(Enter X in the box)*	**Yes**	**No**	**Strategic Plan Priority Area:** Enhance Organization ☐ Bus. & Economic Development ■ Public Safety ■ Quality of Education ☐ Qual. of Life & City Image ■ Communication ☐		**Strategic Plan Obj./Strategy:** (*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 TAKE THE NECESSARY STEPS TO REMOVE THE BARRICADE AT THE BOTTOM OF ALI-BABA AVENUE AND RAILROAD DRIVE.

Staff Summary:

The City is responsible for maintaining and managing certain public streets, rights-of-way, and related public infrastructure including a set of barricades that are currently located in the vicinity of Ali-Baba Avenue and Railroad Drive.

The barricades were initially installed in 1986 to restrict traffic in and out of the area as a part of "Operation Triangle" which was designed to limit the open sale of street narcotics and to reduce crime pursuant to Resolution No. 4078.

Docusign Envelope ID: 38E92F6D-6E00-89B5-830F-55FBAAD527B4

The sponsor believes that the area no longer poses danger and has determined that the barricade should be removed and directs the City Manager to take the necessary administrative, operational, and legal steps to facilitate the removal of the barricade in a safe and lawful manner.

Financial Impact- There is no fiscal impact for the passage of this legislation.

Proposed Action:
Staff will adhere to the direction of the City Commission.
Attachment(s):

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 AND IMPLEMENT PROCEDURES TO ENSURE THAT WORK PERFORMED WITHIN THE CITY OR ON CITY-OWNED PROPERTY, TO THE EXTENT SUBJECT TO THE CITY'S AUTHORITY, COMPLIES WITH THE CITY CHARTER, CODE OF ORDINANCES, LAND DEVELOPMENT REGULATIONS, PERMITS, CONTRACTS, AGREEMENTS, AND APPLICABLE LAW; REQUIRING THE PROMPT IDENTIFICATION, DOCUMENTATION, MITIGATION OF DAMAGE TO CITY-OWNED PROPERTY; REQUIRING PROMPT WRITTEN NOTICE TO PERSONS OR ENTITIES POTENTIALLY RESPONSIBLE FOR SUCH DAMAGE; AUTHORIZING COST RECOVERY AND REFERRAL TO THE CITY ATTORNEY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka ("City") has a duty to protect, preserve, and responsibly manage City-owned streets, rights-of-way, utilities, facilities, equipment, and other public assets; and

WHEREAS, construction, excavation, maintenance, repair, utility, development, and other work performed within the City or on City-owned property may be undertaken by contractors, subcontractors, developers, utility providers, permittees, franchisees, governmental entities, and other persons or entities; and

WHEREAS, all such work, to the extent within the City's jurisdiction or its authority as property owner, permitting authority, contracting party, or regulator, must comply with the City Charter, Code of Ordinances, Land Development Regulations, applicable permits, approved plans, contracts, franchise or development agreements, and other applicable law; and

WHEREAS, damage to City-owned property can endanger the public, interrupt essential services, impair public assets, and require the expenditure of public funds for emergency response, investigation, repair, replacement, restoration, and related administrative or professional services; and

WHEREAS, timely inspection, documentation, preservation of evidence, notice to potentially responsible persons or entities, and coordination among City departments are necessary to protect the City's legal and financial interests; and

WHEREAS, prompt written notice affords potentially responsible persons or entities a fair opportunity to investigate, preserve evidence, notify insurers and sureties, participate in corrective action, and respond to the City's claim without constituting a final determination of fault or liability; and

WHEREAS, the City Commission finds that adoption of uniform administrative procedures for compliance oversight, damage response, notice, repair, and cost recovery serves a valid municipal purpose and is in the best interests of the City and its residents.

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

SECTION 1. RECITALS ADOPTED. The foregoing recitals are incorporated into this Resolution.

SECTION 2. MANDATORY ADMINISTRATIVE PROCEDURES. Within sixty (60) days after this Resolution becomes effective, the City Manager shall issue and implement a written administrative directive or standard operating procedure applicable to all City departments involved in permitting, contracting, inspecting, supervising, accepting, or responding to work performed within the City or on City-owned property. The procedure shall, at a minimum, include the requirements stated in this Resolution.

SECTION 3. PRE-WORK COMPLIANCE REVIEW. Before work begins, when advance City authorization or notice is required, the City Manager shall cause the responsible department to verify, to the extent applicable, that the work is authorized and that required permits, approved plans, contractor licenses or registrations, insurance, bonds, indemnification provisions, utility-locate requirements, maintenance-of-traffic plans, emergency contacts, and other prerequisites required by the City Charter, Code of Ordinances, Land Development Regulations, contract, agreement, permit, or applicable law are in place.

SECTION 4. INSPECTION AND COMPLIANCE OVERSIGHT. The City Manager shall designate the department or employee responsible for monitoring compliance within the scope of the City's lawful authority. Apparent violations or material deviations shall be documented and addressed through available contractual, permitting, code-enforcement, or other lawful remedies. Nothing in this Resolution authorizes a stop-work order, withholding, suspension, revocation, citation, or other enforcement action except as otherwise authorized by law, the City Code, a permit, contract, or agreement.

SECTION 5. RESPONSE TO DAMAGE OF CITY-OWNED PROPERTY. Upon receiving notice of, observing, or discovering actual or suspected damage to City-owned property arising during or in connection with work, the City Manager shall cause the following actions to be taken promptly:

(a) Public Safety and Mitigation. Protect the public, prevent additional damage, preserve continuity of essential services, and undertake emergency or temporary repairs when reasonably necessary. Emergency protective measures shall not be delayed while responsibility for the damage is investigated.

(b) Incident Documentation. Create an incident file as soon as practicable, ordinarily no later than one (1) business day after the responsible department learns of the damage. The file shall include, when available, the date, time, and location; photographs or video; the identity of persons and entities performing or directing the work; witness information; permits, plans, contracts, inspection records, utility-locate records, police or incident reports; a description of damaged property; and the identity of City personnel responding.

(c) Preservation of Evidence. Preserve relevant physical and electronic evidence, damaged components when reasonably practicable, photographs, communications, invoices, time records, equipment records, and other materials needed to investigate causation, assess damage, support insurance or bond claims, and recover City costs.

(d) Internal Notification. Promptly notify the City Manager's designated risk-management representative, the department responsible for the damaged asset, and the City Attorney when the damage is substantial involves an essential service, presents a material risk of litigation, or otherwise warrants legal review.

(e) Damage and Cost Assessment. Obtain a reasonable preliminary assessment of the nature and extent of the damage and maintain an itemized accounting of inspection, emergency response, labor, materials, equipment, engineering, professional services, repair, replacement, restoration, administrative, and other recoverable costs.

SECTION 6. PROMPT NOTICE TO POTENTIALLY RESPONSIBLE PERSONS OR ENTITIES. When the City Manager or designee has a reasonable factual basis to believe that damage to City-owned property may have resulted from the act, omission, operation, or negligence of a person or entity, the City Manager shall cause written notice to be transmitted as soon as practicable and, absent extraordinary circumstances, no later than five (5) business days after that reasonable factual basis is established.

(a) Recipients. Notice shall be sent to each potentially responsible person or entity reasonably identifiable at that time, including, as applicable, the property owner, developer, permittee, utility provider, franchisee, prime contractor, subcontractor, governmental entity, insurer, or surety.

(b) Contents. The notice shall identify the date and location of the occurrence; describe the known or suspected damage; state that the City is investigating and has not made a final determination of fault or liability; request preservation of relevant evidence; request applicable insurance, claim, and surety information; direct the recipient to a City contact; and reserve the City's right to supplement the notice and seek all lawful relief.

(c) Method and Record of Delivery. Notice shall be delivered by a method reasonably calculated to provide prompt receipt, with proof of transmission or delivery retained in the incident file. Failure to identify or notify a person or entity within the stated period shall not waive any City right, claim, remedy, or defense.

SECTION 7. REPAIR, RESTORATION, AND COST RECOVERY. The City Manager shall take all necessary and lawful administrative steps to repair or restore damaged City-owned property and to recover amounts owed to the City. Such steps may include presenting claims to potentially responsible persons or entities and their insurers or

sureties; requiring corrective work subject to City inspection and acceptance; issuing written demands for reimbursement; and exercising contractual, permit-related, or other remedies to the extent authorized by law. Any proposed settlement, release, commencement of litigation, or other action requiring City Commission approval shall be submitted to the City Commission. Contested or unresolved claims shall be referred to the City Attorney for legal review and appropriate action.

SECTION 8. FUTURE CONTRACTS, PERMITS, AND AGREEMENTS. The City Manager, in consultation with the City Attorney, shall review and, where legally appropriate, standardize City contracts, development agreements, right-of-way authorizations, and related forms to address protection of City-owned property. Insurance and bonds shall be required with limited exceptions.

SECTION 9. CENTRAL TRACKING AND REPORTING. The City Manager shall maintain, or designate a department to maintain, a central log of reported damage to City-owned property associated with work performed within the City. The log shall identify the incident, damaged asset, potentially responsible persons or entities, notices sent, repair status, costs incurred, amounts recovered, insurance or bond claims, and legal referral status. The City Manager shall provide the City Commission a written quarterly summary of material incidents and recoveries, subject to redaction of exempt, confidential, privileged, security-sensitive, or active-litigation information.

SECTION 10. IMPLEMENTATION. The City Manager is hereby directed and authorized to take all administrative actions necessary and lawful to implement this Resolution, subject to the City Charter, Code of Ordinances, adopted budget, procurement requirements, and any matter requiring City Commission approval.

SECTION 11. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered, and corrections of typographical errors that do not affect the intent may be authorized by the City Manager following review and approval by the City Attorney, without need of public hearing.

SECTION 12. EFFECTIVE DATE.
This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 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:	09.09.2026		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)* **N/A**	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* **NA**		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**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	Vice Mayor Kelley		**Department:**		City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND LAWFUL STEPS TO RECOVER COSTS INCURRED BY THE CITY AS A RESULT OF DAMAGE TO CITY PROPERTY CAUSED BY CONTRACTORS OR THEIR SUBCONTRACTORS DURING THE PERFORMANCE OF CITY PROJECTS.

Staff Summary:

The City routinely allows public and private entities to conduct construction, maintenance repairs, and improvement project within city limits. The contractors and their subcontractors performing work on behalf of the entities are responsible for exercising reasonable care to protect City-owned property. More recently, City property has been damaged as a direct or indirect result of the acts, omissions, negligence, or operations of a contractor or subcontractor during the performance of a project within the city which has resulted in costs to the City for inspection, repair, replacement, and restoration.

To promote the efficient administration of City projects, protect public assets, and safeguard the financial interests of the City, the sponsor desires to authorize the City Manager to take appropriate

administrative and legal steps to identify, document, assess, and recover costs associated with damage caused by contractors or subcontractors and be further authorized to seek reimbursements directly from the responsible contractor and referring matters to the City Attorney for further action.

Financial Impact: There is no fiscal impact for the passage of this legislation.

Proposed Action:

Staff will adhere to the direction of the City Commission

Attachment:

Sponsored by: Commissioner Santiago

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO PROVIDE SPANISH AND CREOLE INTERPRETATION SERVICES AT ALL CITY MEETINGS AND HEARINGS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR DIRECTION TO THE CITY MANAGER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") hosts various public meetings that are well attended by the community; and

WHEREAS, to ensure that all residents and business owners are understanding the information, the City Commission desires to provide Spanish and Creole interpretation services at all City meetings and all city hearings, including code enforcement; and

WHEREAS, Spanish and Creole interpretation services would make City government more accessible, inclusive, by ensuring that language differences do not prevent residents from participating in public affairs; and

WHEREAS, City Administration has identified approximately twenty-two (22) regular City Commission meetings, twelve (12) Special Magistrate hearings, one (1) budget workshop, and two (2) budget hearings each year, in addition to special meetings, workshops, and other official proceedings which has not been projected; and

WHEREAS, at a minimum of two (2) hours per meeting or hearing and an estimated rate of Three Hundred Dollars ($300.00) per hour, the estimated annual cost is approximately Thirty-Nine Thousand Dollars ($39,000.00) for one interpreter and approximately Seventy-Eight Thousand Dollars ($78,000.00) for both Spanish and Haitian Creole interpreters, with actual costs potentially increasing based on meeting length. Special meetings and workshops are not projected ; and

WHEREAS, the identified cost is not presently budgeted, requiring a lawful appropriation process and procurement before any implementation; and

WHEREAS, the City Manager, or designee, is authorized to take such administrative steps as may be necessary and appropriate to procure, or otherwise provide Spanish and Creole interpretation services, and shall return to the City Commission with vendor recommendations as necessary; and

WHEREAS, the City Commission finds that it is in the best interests of the City and its residents to direct the City Manager to provide Spanish and Creole interpretation

services at all City meetings and special magistrate hearings, workshops and any other official public meetings as deemed necessary, subject to applicable law and available funding.

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. DIRECTION TO THE CITY MANAGER.
The City Commission hereby directs the City Manager to make provision for Spanish and Creole interpretation services at all City meetings, special magistrate hearings, workshops, special meetings and any other official public meetings as deemed necessary, subject to applicable law, available funding and any required procurement.

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 and approval by the City Attorney, without need of public hearing.

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.

_____
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			**City Manger's Signature:**				
Commission Meeting Date:	09.09.2026		**Item Type:** *(Enter X in the box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in the box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in the box)*		**1st Reading**		**2nd Reading**	
		X	**Public Hearing:** *(Enter X in the box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account#:*	*(Enter Fund & Dept.)*		**Advertising Requirement:** *(Enter X in the box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in the box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**		*N/A*			
		X						
Strategic Plan Related *(Enter X in the box)*	**Yes**	**No**	**Strategic Plan Priority Area:** Enhance Organization ☐ Bus. & Economic Development ■ Public Safety ■ Quality of Education ☐ Qual. of Life & City Image ■ Communication ☐		**Strategic Plan Obj./Strategy:** (*list the specific objective/strategy this item will address)*			
	X							
Sponsor Name:	Commissioner Santiago		**Department:**		City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA DIRECTING THE CITY MANAGER TO PROVIDE SPANISH AND CREOLE INTERPRETATION SERVICES AT ALL CITY MEETINGS AND HEARINGS.

Staff Summary:

The city hosts various public meetings for the community. To ensure that all residents and business owners are understanding the information that is given, the sponsor desires to provide Spanish and creole interpretation services at all city meeting and hearings. Interpretation services help make local government more accessible, inclusive, transparent, and responsive by ensuring that language differences do not prevent residents from participating in public affairs.

Financial Impact- With a minimum of 2 hours for each meeting/hearing at $300.00 per hour the financial impact of having of interpretation services at twenty-two City Commission meetings, twelve Special Magistrate hearings, one Budget workshop and two Budget Hearings is approximately $39,000 annually. This cost could be higher depending on the length of the meeting, hearing or workshop. This cost does not include the occurrence of special or isolated events. If 2 interpreters are required, the cost per year would be $78,000.00 or greater. Currently, this is an unbudgeted expense.

Proposed Action:
Staff will adhere to the direction of the City Commission.
Attachment(s):

Sponsored by: City Manager

RESOLUTION NO. 26-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Walloway Medical Offices, LLC., intends to develop a concrete batching plant and provide the required parking, landscaping and the renovation the current building for office space at 13060 Cairo Lane in accordance with the City's Land Development Regulations ("City"); and

WHEREAS, the Applicant, has submitted a Site Plan Application to develop the concrete batching plant with the required parking and landscaping and the renovation of the Office in the Liberal Industrial, Storage & Salvage Zoning (I-4) District; and

WHEREAS, the proposed facility will include concrete mixers, aggregate storage, loading equipment, administrative offices, parking, landscaping, stormwater and drainage infrastructure, and dust-control measures. The redevelopment will be designed to comply with the City of Opa-locka Land Development Regulations, Comprehensive Plan, Florida Building Code, and applicable Miami-Dade County, State, and Federal environmental and operational requirements. The project will be subject to applicable site plan and development agreement review; and

WHEREAS, Planning & Community Development staff for the City of Opa-Locka has reviewed the Site Plan application of Walloway Medical Offices, LLC., and has determined that the applicant has provided all information required by Section 22-55(I) of the City of Opa-Locka's Land Development Regulation for proper consideration by the Planning and Zoning Board; and

WHEREAS, this site plan application was presented to the Planning and Zoning Board on June 2, 2026 in which it received a 4-0 vote; and

WHEREAS, the Planning and Zoning Board recommends approval of the Site Plan Application as requested by the Applicant, as provided herein and attached; 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 or 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 Site Plan approval for the Development of a Concrete Batching Plant with the required parking and landscaping on the property located at 13060 Cairo Lane and identified by folio 08-2128-003-0620, in the I-4 zoning 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:	September 9, 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 & Community Development	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA TO CONSIDER THE SITE PLAN APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING DISTRICT.

Staff Summary:

Walloway Medical Offices, LLC., according to the Miami-Dade County Property Appraiser's Office, has submitted a Letter of Intent to redevelop the 3.42-acre (149,120-square-foot) property at 13060 Cairo Lane, Opa-locka, Florida (Folio 08-2128-003-0620), with a Concrete Batching Plant. The property is located in the I-4 Liberal Industrial Storage & Salvage zoning district and has an "Industrial" Future Land Use designation.

The proposed facility will include concrete mixers, aggregate storage, loading equipment, and administrative offices, along with required parking, landscaping, open space, stormwater and drainage systems, and dust-control measures. The project will transform the site's longstanding junkyard and used auto-parts operation into a modern industrial facility with updated production and environmental controls.

The redevelopment will proceed through applicable site plan and development agreement review and is intended to comply with the City of Opa-locka Land Development Regulations, Comprehensive Plan, Florida Building Code, and applicable Miami-Dade County RER-DERM, State, and Federal environmental and operational requirements.

This site plan application was presented to the Planning and Zoning Board on June 2, 2026 in which it received a 4-0 vote.

Financial Impact- There is no negative financial impact from the approval of this development.

Proposed Action:

Planning Community Development staff recommends approval for this development.

Attachment:

Draft Resolution
Site Plan & Survey
PZAB Package

PLANNING & ZONING BOARD

June 2ND,

2026

CONSTRUCTION/OPERATION: Site Plan

APPLICANT'S REQUEST:

Staff Report

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING 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:

  Folio08-2128-003-0620
  28-29 52 41 3.42 AC M/L NILE GDNS SEC 1 PB 31-42
  E553.89FT OF LOTS 9 & 10 LESS E10FT & LESS E167FT OF LOT 9
  BLK 305 LOT SIZE 149120 SQ FT OR 13811-1254 0888 5 COC 22371-0704 06 2004 1

- The subject property is currently owned by WALLOWAY MEDICAL OFFICES, LLC., according to the Miami-Dade County Property appraiser's Office website. The subject Property has for many years been used for a junkyard and used vehicle parts sales and storage business operation. The current property owner has submitted a letter of intent to propose the redevelopment of the site at 13060 Cairo Lane, Opa-locka, FL 3330054 for a Concrete Batch Plant development.

- The property owner proposes the transformation of this historic vehicle junkyard into a new use modern, professionally managed industrial operation which will feature state-of-the-art concrete production equipment, comprehensive environmental controls, and modern operational standards that distinguish it from older concrete batching plants.

- The proposed Concrete Batching Plant will include equipment and infrastructure for concrete production and distribution, including concrete mixers aggregate storage facilities, loading equipment, and associated administrative facilities. This operation will incorporate site improvements encompassing parking area, landscaping features, stormwater management systems, dust control measures, drainage infrastructure and all necessary site amenities to ensure compliance with environmental and operational standards.

- The property owner proposes to develop and repurpose this parcel through site plan and development agreement review in conformance with the requirements of the I-4 Liberal Industrial Storage & Salvage Zoning District. 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 new proposed operation of a Concrete Batching Plant. This new proposed operation will be in full compliance with all applicable requirements of the City's Land Development Regulations, Comprehensive Plan; the Florida Building Code and the requirements of Miami Dade County RER-DERM.

- 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 redevelop the site to accommodate a Concrete Batching Plant for the production and distribution of concrete. This operation will include installation and provisions for concrete mixers, aggregate storage facilities, loading equipment, and associated administrative office facilities. The redevelopment of this site will also incorporate site improvements required by City of Opa-locka Land Development Regulations such as providing adequate parking, adequate landscaping and open space, stormwater management systems, drainage infrastructure, dust control measures and any other amenities necessary to ensure compliance with City, County, State and Federal environmental and operational standards.

Site Computations & Land Development Regulation / Zoning Code	Table 1
Applicant	WALLOWAY MEDICAL OFFICES, LLC.
Folio Number (s)	Opa-locka: 08-2128-003-0620;
Address Location	13060 Cairo Lane, Opa-locka, FL 33054
Building (s) Footprint	**Total Site Area –** 3.42 Acres or 149,120 SF **Office Bldg. & Concrete Batching Plant - Maintain 2,840 SF Office;** **Parking Area –** Provides 9 regular vehicle parking spaces 4-18 X 9 (1 HC Space) And 5 Parallel Parking Spaces (22 X 8) And 28 truck parking spaces 10 X 30 **30,100 Square Feet of Pervious Area /For Green Space (open space) Area –**
Floor Area	Total Approximately 2,840 SF
Zoning	**I-4 – Liberal Industrial, Storage and Salvage**
Zoning Code Consistency	The proposed use of this property for an office and a concrete batching plant and outside storage and parking of their company vehicles is consistent with the I-4 Zoning Code.
Existing Land Use	Industrial
Future Land Use Designation	Industrial

Comprehensive Plan Consistency	- The proposed use for an office and concrete batching plant operation is consistent with the Comprehensive Plan and with the zoning designation of I-4.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article IV Sec. 22-81, Article 22-94, & Article X - Ord. No. 14-16 Sign Regulations		
SET BACKS/ YARD	**REQUIRED**	**PROPOSED**	**COMPLIANCE**
Front Side ~~(East)~~	**15 Feet**	**110'-6"**	**YES**
Rear (West)	**15 Feet**	**27' 3"**	**YES**
Side (North)	**0 Feet**	**170'-1"**	**YES**
Side Public Alley(South)	**7 Feet**	**15'-0"**	**YES**
Lot Coverage	**75%**	**73% (39,166 SF)**	**YES**
Lot Density	**N/A**	**N/A**	**N/A**
Lot Size	**43,560 SF (1.00 Acre)**	**54,000 SF (1.24 Acres)**	**YES**
Lot Width	**N/A**	**N/A**	**N/A**
Building Height	**1 Story or 20 Feet whichever is 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 Friday, May 22nd, 2026. To be advertised at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, June 2nd, 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:

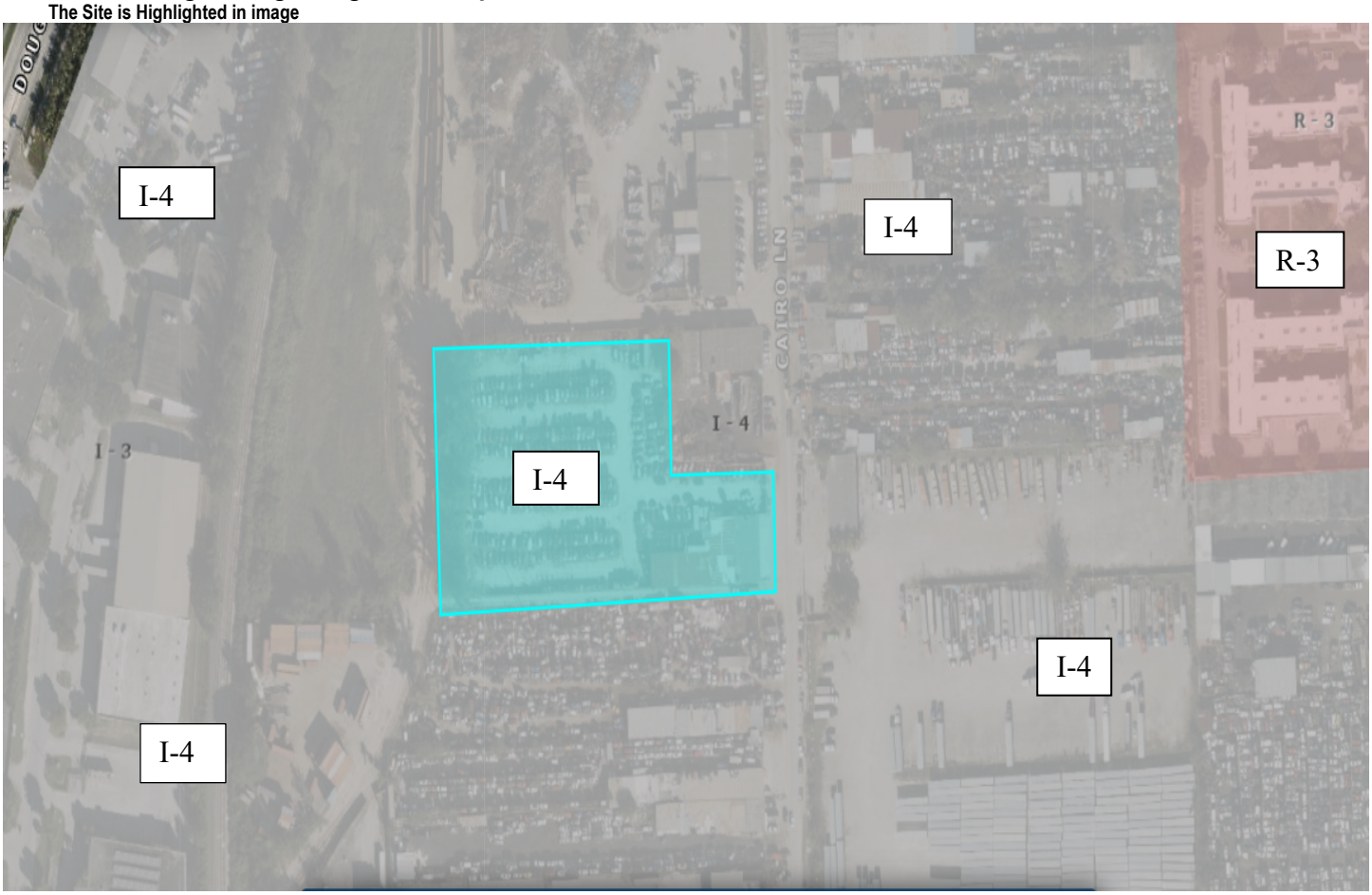
- The Subject Property is bordered on the North by industrial use, bordered on the East and South by industrial uses and bordered on the West by industrial uses, all of which are zoned I-4.
- There are currently no sidewalks that border this property
- The property site is identified by folio 08-2128-003-0620; was previously used for a used vehicle parts sale/junkyard business. 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	Industrial	Industrial	I-4 Liberal Industrial	Storage & Salvage
South	Industrial	Industrial	I-4 Liberal Industrial	Storage & Salvage
East	Industrial	Industrial	I-4 Liberal Industrial	Storage & Salvage
West	Industrial	Industrial	I-4 Liberal Industrial	Storage & Salvage

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? **COMPLIES**
  - **Findings:**
    - The proposed development use 'Office and concrete batching plant 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/walls constructed on property perimeters shall comply with the requirements of the City Land Development Regulations. Fences/walls 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 has walls and fencing as provided through the site plan.
    -

- **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-4 (Liberal Industrial Storage & Salvage:** Project Specific: *Office and concrete batching plant and office and company vehicle parking.*

COMPLIES

  - **Findings:**
    - According to the City's Land Development Regulation/ Zoning Code I-4 (Liberal Industrial Storage & Salvage.) allows for an Office and concrete batching and parking for employees and company 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) April 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
City Planner	Naomie Payen	
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. 2026-06-2-01,

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 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: 06-2-2026

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 2nd day of June, 2026.

_____

Chairperson or Designee

The Following changes/recommendations are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed concrete batching plant site plan review with parking, landscaping and drainage improvements.

PAVING, GRADING AND DRAINAGE
FOR
OPA-LOCKA
CONCRETE BATCH PLANT

SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST
MIAMI-DADE COUNTY, FLORIDA

INDEX OF SHEETS

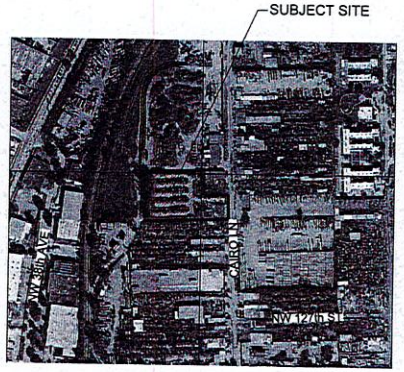
SHEET No.	DESCRIPTION
C-301	COVER SHEET
C-101	SITE PLAN
C-102	TRUCK PATH ANALYSIS
C-302	PAVING, GRADING AND DRAINAGE PLAN
L-0.1	LANDSCAPE PLAN
L-0.2	LANDSCAPE NOTES

LEGEND AND ABBREVIATION:

= FIRE HYDRANT
= WOOD UTILITY POLE
P/L = PROPERTY LINE
R/W = RIGHT OF WAY
℄ = CENTER LINE
= STREET LIGHT
= CHAIN LINK FENCE
= CHAIN LINK FENCE
= OVERHEAD CABLE

ENGINEERING NOTES:

1. ANY APPARENT DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IN WRITING PRIOR TO THE START OF CONSTRUCTION.
2. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES IN THE FIELD. CONTRACTOR SHALL EXERCISE CARE AND CAUTION IN PROTECTING ALL UTILITIES DURING THE COMPLETION OF THIS WORK. IN THE EVENT OF DAMAGE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE APPROPRIATE UTILITY COMPANY. ANY AND ALL COSTS INCURRED DUE TO DAMAGE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. FORTY-EIGHT (48) HOURS BEFORE DIGGING, CALL SUNSHINE, TOLL FREE 811.
3. ALL WORK SHALL MEET THE CITY OF OPA-LOCKA AND MIAMI-DADE PUBLIC WORKS DEPT. REGULATIONS AND STANDARDS.
4. ELEVATIONS SHOWN REFER TO N.G.V.D. (NATIONAL GEODETIC VERTICAL DATUM 1929.)
   NGVD 29 - 1.55' = NAVD 88
5. ALL DRIVING ASPHALTIC CONCRETE SURFACES MUST BE CONSTRUCTED ON A 8 OR 8 INCHES ROCK BASE THAT WILL PRODUCE A C.B.R. VALUE OF NO LESS THAN 25 WHEN COMPACTED TO A MINIMUM FIELD DENSITY OF 95% OF MAX. DENSITY AS DETERMINED BY AASTHO T-180, PRIMED FOR THE ENTIRE AREA TO PROVIDE 12" STABILIZED SUB-BASE.
6. FOR CONSTRUCTION OF CONCRETE PAVING ON SITE REFER TO TYPICAL DETAIL FOR CONCRETE PAVEMENT.
7. BEFORE STARTING ANY FILL OPERATIONS, THE CONTRACTOR SHALL REMOVE ALL EXISTING VEGETATION. ALL AREAS TO BE FILLED SHALL BE FILLED, ROLLED AND COMPACTED PRIOR TO STARTING FILL OPERATIONS, SHALL BE PLACED IN 6" LAYERS NOT TO EXCEED 12" LOOSE MEASURE, AND COMPACTED TO 95% OF MAX. DENSITY AS DETERMINED BY AASTHO T-180. FILL SHALL BE LOCALLY ACCEPTABLE AND SUITABLE FOR FILL PURPOSES. THE TOP 12" OF FILL OR CUT UNDER THE PAVEMENT BASE SHALL BE COMPACTED TO 95% OF MAX. DENSITY AS DETERMINED BY AASHTO T-180.
8. FLOOD CRITERIA ZONE: AH 7 FEET (SOURCE MDC P.W.D. FLOOD CRITERIA MAPS).
9. MONUMENT OR PROPERTY LINE MARKS LOCATED WITHIN THE LIMITS OF CONSTRUCTION SHALL NOT BE DISTURBED.
10. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH THE APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
11. THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWINGS FOR ALL ITEMS SHOWN IN PROJECT PLANS AND LISTED IN PROJECT SPECIFICATIONS.
12. ALL PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE CITY OF OPA-LOCKA P.W.D. STANDARDS.
13. TOPOGRAPHIC INFORMATION WAS OBTAINED FROM THE SURVEY PREPARED BY ESTEBAN ORTIZ. DATED 11-25-2025.



LOCATION MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

THE EAST 553.89 FEET OF LOTS 9 AND 10, LESS THE EAST 10 FEET AND LESS THE EAST 167 FEET OF LOT 9, IN BLOCK 305, OF "NILE GARDENS, SECTIONS I AND SECTION II", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

A/K/A

ALL THAT PORTION OF LOTS 9 AND 10, BLOCK 305, OF "NILE GARDENS, SECTIONS I AND SECTION II", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS THE EAST 10 FEET FOR THE RIGHT OF WAY PURPOSES OF CAIRO LANE AND LESS THE WEST 102.09 FEET THEREOF AND LESS THE EAST 167.00 FEET OF THE NORTH 160.00 FEET.

FOLIO : 08-2128-003-0520
ADDRESS : 13060 CAIRO LANE, OPA-LOCKA, FLORIDA, 33054

Sunshine 811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities locations and marked.
Check positive responses before you dig!

DATUM: N.G.V.D. 1929

4/9/2026

E:\01-Projects\Javier Pedre\250208-Opa-locka Batch Plant No.1\1-Drawings\01-Engineering\250208101-C-300.dwg 4/9/2026 10:18 AM

DATE:
REVISIONS:
CERTIFICATION
OSCAR ROBAYNA, P.E. 73898 STATE OF FLORIDA
NOT VALID WITHOUT SIGNATURE, DATE AND SEAL
DESIGNED VET
DRAWN VET
CHECKED OER
SCALE 1" - 30'

ROBAYNA AND ASSOCIATES INC.
ENGINEERS - PLANNERS - SURVEYORS
5723 NW 158th STREET
MIAMI LAKES, FL 33014
PH.(305) 823-9318 E.B. # 3304

DRAWING NAME: COVER SHEET
PROJECT: OPA-LOCKA CONCRETE BATCH PLANT
PREPARED FOR: JAVIER PEDRE

SHEET: C-301
1 OF 2 SHEETS
DATE: 11-17 -2025
PROJ. No: 250208

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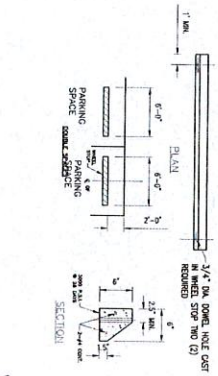
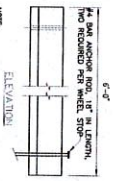
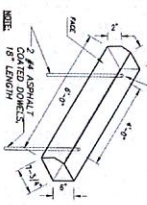
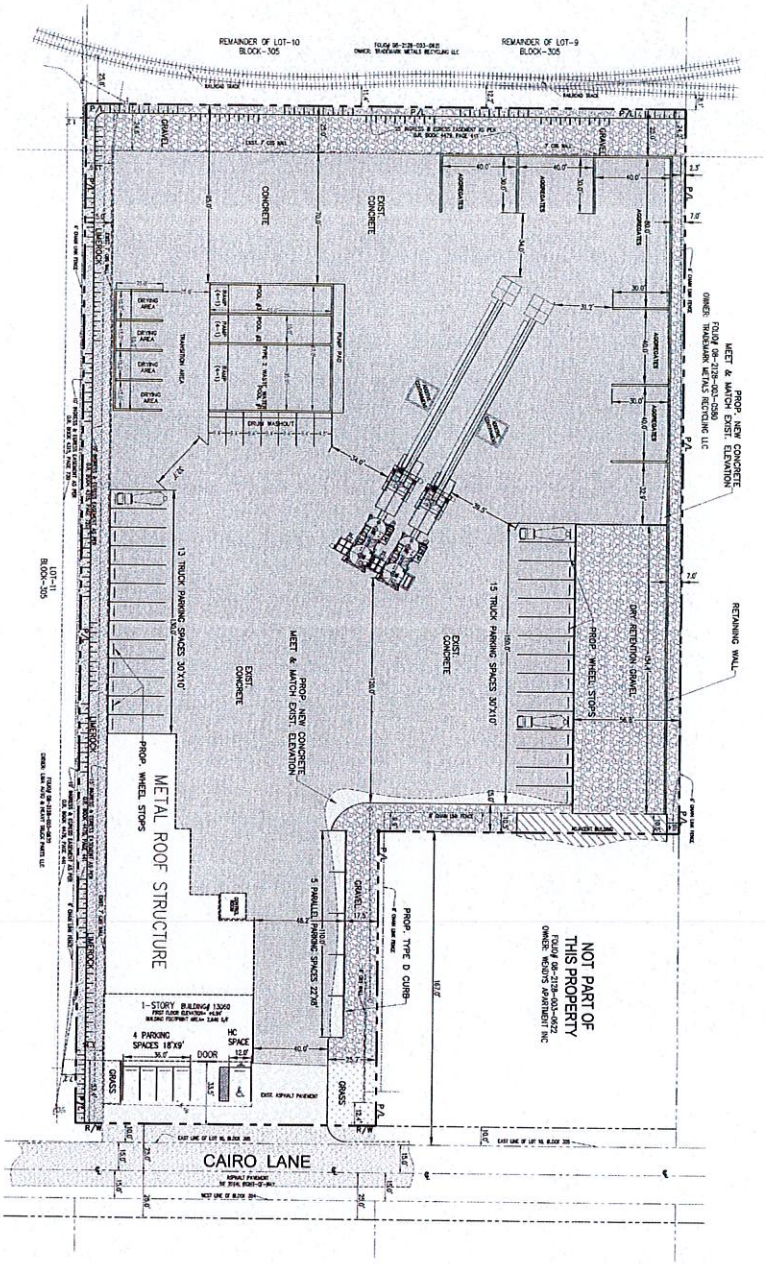
4/9/2026



WHEEL STOP DETAIL
N.T.S.







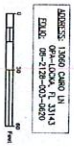
ZONING I-4 URBAN INDUSTRIAL

SITE DATA

Site Areas	Area-ft²	Area-ac	Percent of Gross Area
Gross Site Area	148,934.8	3.419	100%
Net Site Area	144,079.1	3.309	99%

Lot Coverage	Area-ft²	Lot Coverage
Existing Buildings	2,840	0.00%
Impervious Area	135,139.1	2.64%
Pervious Area	30,100.0	0.69%
		77.8%
		20.3%

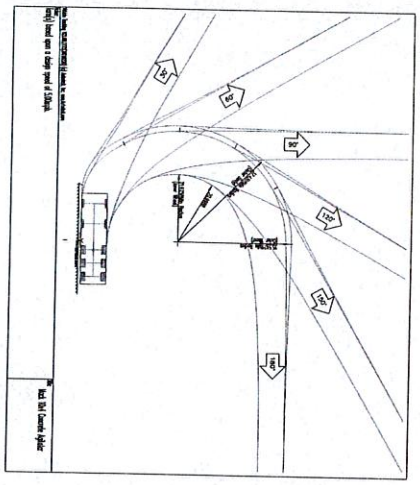
Parking Calculations				
Dependent Variable		Ratio	Parking Required	Parking Provided
Building	2,840	1 / 400	8	9
Total			8	9
Truck Spaces		1 to 25		28
Accessible Spaces		1 to 25	1	1
Total				38
Building Setbacks	Required		Provided	
Front			67'/±	
Proposed Concrete Batch Plant Heights				
Front	35'/±		33.5'/±	
Interior Side	0.0'/±		176'/ 153'/±	
Rear	35.0'/±		25'/±	

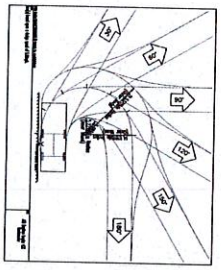


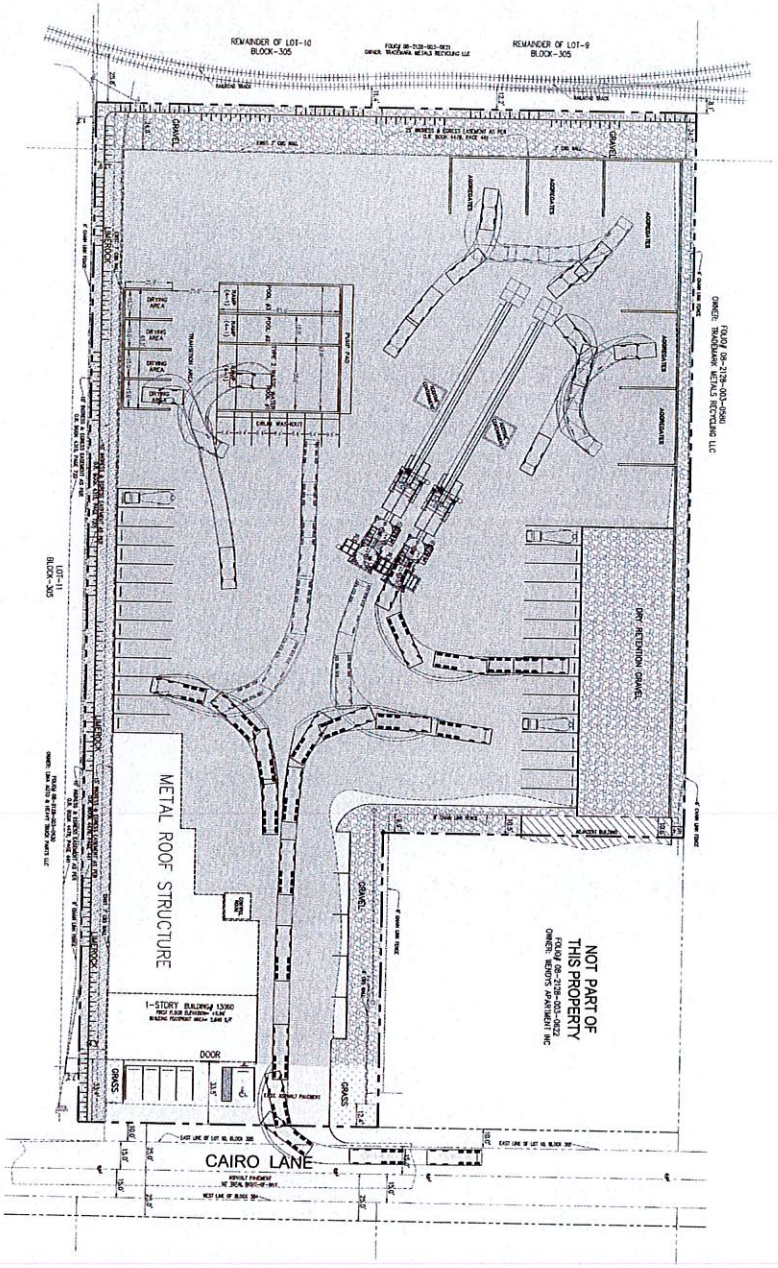
SHEET: C-101 1 OF 2 SHEETS DATE: 11-17-2025 PROJ. NO: 250208	DRAWING NAME: SITE PLAN PROJECT: OPA-LOCKA CONCRETE BATCH PLANT PREPARED FOR: JAVIER PEDRE	ROBAYNA AND ASSOCIATES INC. ENGINEERS - PLANNERS - SURVEYORS 5723 NW 158th STREET MIAMI LAKES, FL 33014 PH.(305) 823-9316 E.B. # 3304	DESIGNED: VET DRAWN: VET CHECKED: OER SCALE: 1"=30'	CERTIFICATION: OSCAR ROBAYNA, P.E. 73696 STATE OF FLORIDA APR 10 2026 NOT VALID WITHOUT SIGNATURE, DATE AND SEAL FOR THE FIRM	REVISIONS: / DATE:

E:\01-ProjectFiles\Javier Pedre\250208-Opa-locka Batch Plant No.1\11-Drawings\01-Engineering\250208C-101,C-102.dwg 4/8/2026 1:18 PM

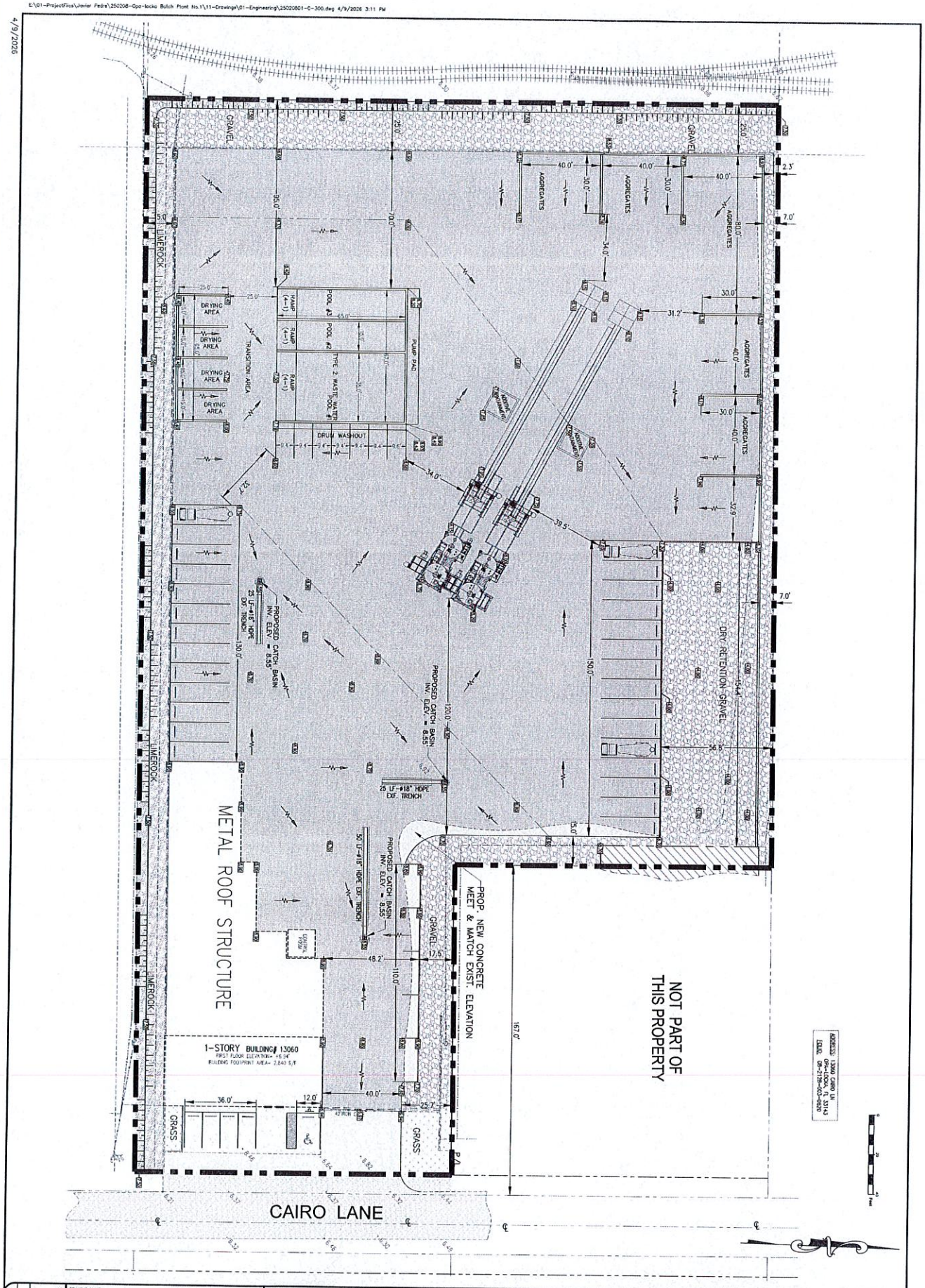
4/9/2026







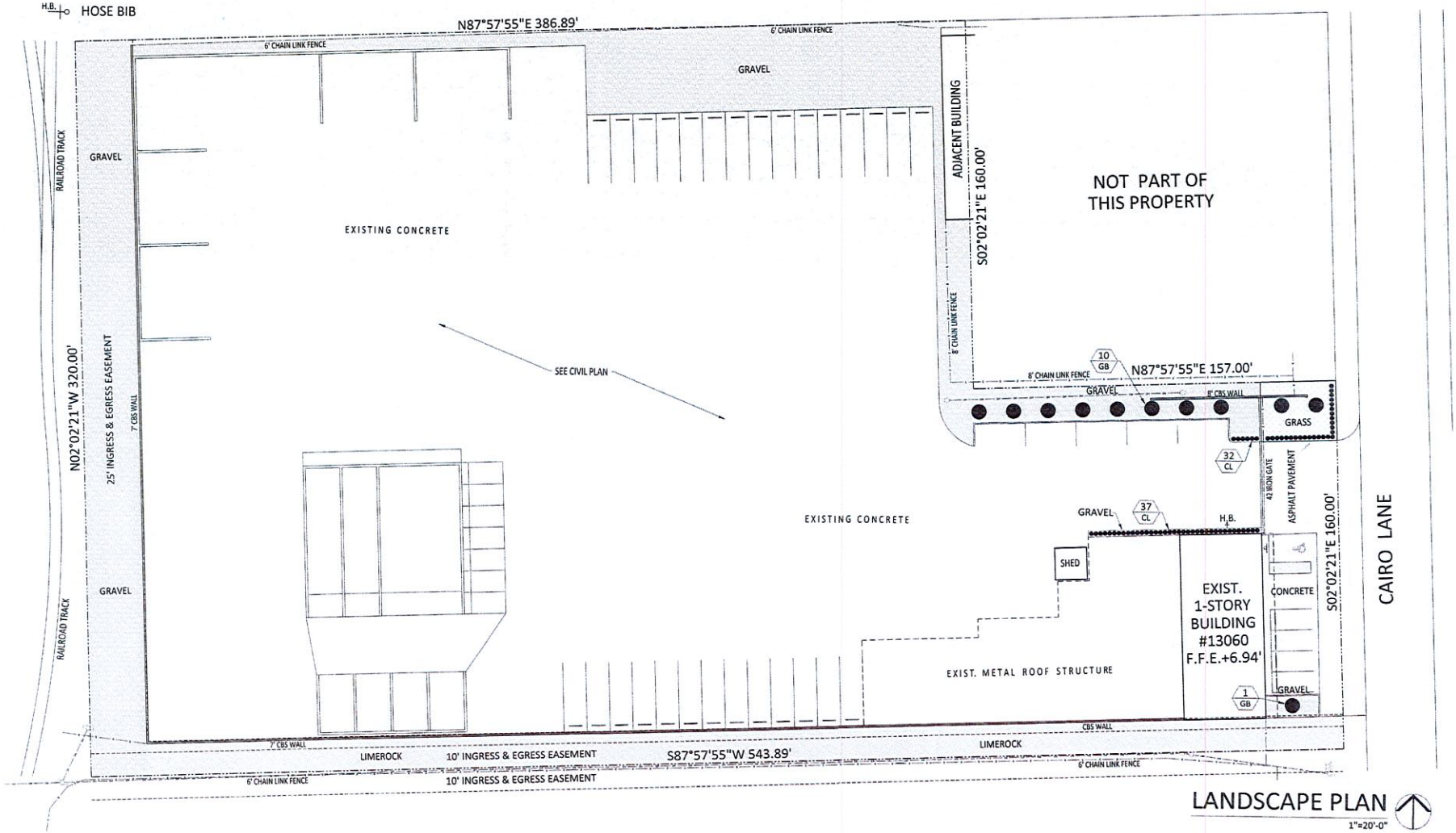
SHEET: C-102 2 OF 2 SHEETS	DRAWING NAME: TRUCK PATH ANALYSIS	ROBAYNA AND ASSOCIATES INC. ENGINEERS - PLANNERS - SURVEYORS 5723 NW 158th STREET MIAMI LAKES, FL 33014 PH.(305) 823-9316 E.B. # 3304	DESIGNED: VET	CERTIFICATION: OSCAR ROBAYNA, P.E. 73896 STATE OF FLORIDA — APR 1 6 2026 — NOT VALID WITHOUT SIGNATURE, DATE AND SEAL — FOR THE FIRM	REVISIONS: / DATE:
DATE: 11-17-2025	PROJECT: OPA-LOCKA CONCRETE BATCH PLANT		DRAWN: VET		
PROJ. No. 250208	PREPARED FOR: JAVIER PEDRE		CHECKED: OER		
			SCALE: 1"=30'		



SHEET: C-302 2 OF 2 SHEETS	DRAWING NAME: PAVING, GRADING AND DRAINAGE PLAN	ROBAYNA AND ASSOCIATES INC. ENGINEERS - PLANNERS - SURVEYORS 5723 NW 158th STREET MIAMI LAKES, FL 33014 PH.(305) 823-9316 E.B. # 3304	DESIGNED: VET	CERTIFICATION: OSCAR ROBAYNA, P.E.#73896 STATE OF FLORIDA APR 1 0 2026 NOT VALID WITHOUT SIGNATURE, DATE AND SEAL FOR THE FIRM	REVISIONS / DATE:
DATE: 11-17-2025 PROJ. No: 250208	PROJECT: OPA-LOCKA CONCRETE BATCH PLANT		DRAWN: VET		
	PREPARED FOR: JAVIER PEDRE		CHECKED: OER		
			SCALE: 1"=20'		

LEGEND

- 11 GB — CLUSIA HEDGE 2'-6" HIGH, AT 24" O.C.
- 69 CL — GREEN BUTTONWOOD (FLORIDA NATIVE), 16' HIGH, 2"- 3" CALIPER, 6'-8" SPREAD.
- GRAVEL
- GRASS
- LIMEROCK
- H.B. — HOSE BIB



LANDSCAPE PLAN
1"=20'-0"

J. ANTONIO RODRIGUEZ TELLAHECHE,
Architect
Architecture Planning Design
Arch. Lic. AR93998 /
Interior Design Lic. ID5544
2441 NW 93 Avenue
Doral, Florida 33172
Tel: (786) 260-4265
email: trodriguez@rodtell.com

Project Manager/Designer:
NEIDY MAR PRADO

Issue Dates:

MINTON PARTS
13060 CAIRO LANE,
OPA-LOCKA, FLORIDA 33054

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JUAN ANTONIO RODRIGUEZ-TELLAHECHE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENTS ARE NOT CONSIDERED SIGNED AND SEALED, AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

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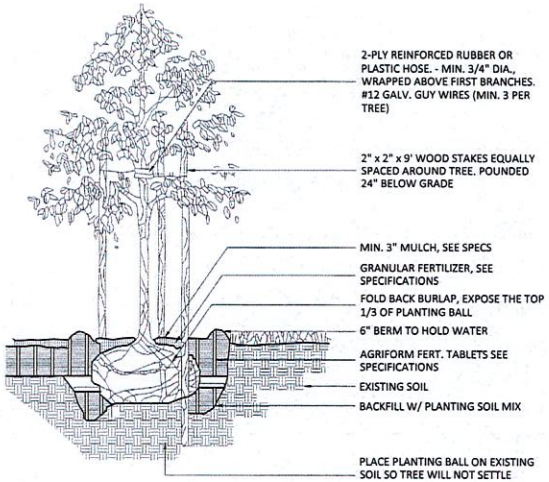
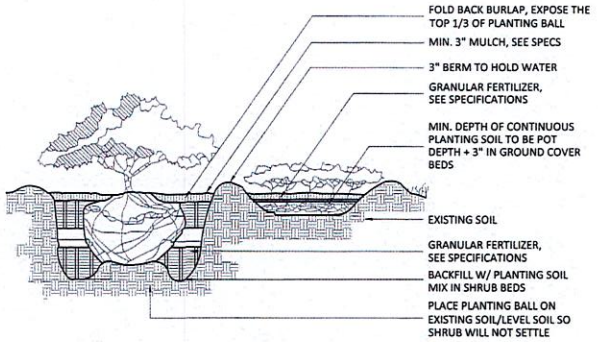
Sheet Title:
LANDSCAPE PLAN

Scale: AS SHOWN
Drawn: N.P.
Checked: T.R.T.
Date: 11/15/2021
Sheet No: L-0.1



TREE PLANTING DETAIL (TYPICAL)

NOT TO SCALE



SHRUB & GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

GENERAL NOTES

1. PLANT QUALITY: ALL PLANT MATERIALS SHALL BE EQUAL TO OR BETTER THAN FLORIDA NO. 1 AS CLASSIFIED BY "GRADES AND STANDARDS FOR NURSERY PLANTS" BY THE DIVISION OF PLANT INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE. PLANT MATERIALS SHALL HAVE A GROWTH HABIT THAT IS NORMAL FOR THE SPECIES; HEALTHY, VIGOROUS, FREE FROM INSECTS, DISEASE AND INJURY.

2. PLANTING SOIL: ALL PLANT MATERIAL WITH THE EXCEPTION OF PALM TREES AND BEACH MATERIAL SHALL BE PLANTED WITH THE FOLLOWING SOIL: 50% SAND AND 50% MUCK. THREE MUST BE A SLIGHT ACID REACTION TO THE SOIL WITH NO EXCESS OF CALCIUM OR CARBONATE. SOIL SHALL BE DELIVERED IN A LOOSE FRIABLE CONDITION. ANY OTHER SOIL MIX MUST BE SUBMITTED TO AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO DELIVERY.

3. FERTILIZER: THE FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING AND SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, BEARING THE MANUFACTURER'S GUARANTEED ANALYSIS.

   FERTILIZER FOR TREES, SHRUBS, CONTAINERIZED GROUNDCOVERS AND VINES SHALL BE AS FOLLOWS:
   a. 5 LBS. FEC 3-24-0 #1308 AS MANUFACTURED BY ATLANTIC-FLORIDA EAST COAST FERTILIZER CO., HOMESTEAD, FLORIDA, AND 2 LBS. FEC 15-8-8 #2500 OR EQUAL PER CUBIC YARD OF PLANTING SOIL.

   b. FERTILIZER FOR GROUND COVER SEEDLING BEDS: BROADCAST 4 LBS. OF THE ABOVE MIX FOR EACH 500 SQUARE FEET OF BED AREA.

   c. FERTILIZER FOR TURF ESTABLISHMENT: BROADCAST 15 LBS. OF FEC 7-11-7 OR EQUAL PER 1,000 SQUARE FEET (650 LBS. PER ACRE).

4. SOD: ALL AREAS DESIGNATED AS "SOD" SHALL BE COVERED WITH ST. AUGUSTINE 'PALMETTO' SOLID SOD LAID OVER A FINELY GRADED, 2" DEEP SOIL BLANKET, FREE OF ROCKS. SOD SHALL BE LAID WITH CLOSE ABUTTING JOINTS AND HAVE A SMOOTH FINISHED APPEARANCE.

5. THE SYSTEM WILL BE DESIGNED TO AVOID OVERSPRAY ONTO PAVED SURFACES AND WILL USE POTABLE WATER.

J. ANTONIO RODRIGUEZ TELLAHECHE,
Architect
Architecture Planning Design
Arch. Lic. AR82998 /
Interior Design Lic. ID5544
2441 NW 93 Avenue
Doral, Florida 33172
Tel: (786) 260-4265
email: trodriguez@rodtell.com

Project Manager/Designer:
NEIDY MAR PRADO

Issue Dates:

MINTON PARTS
13060 CAIRO LANE,
OPA-LOCKA, FLORIDA 33054

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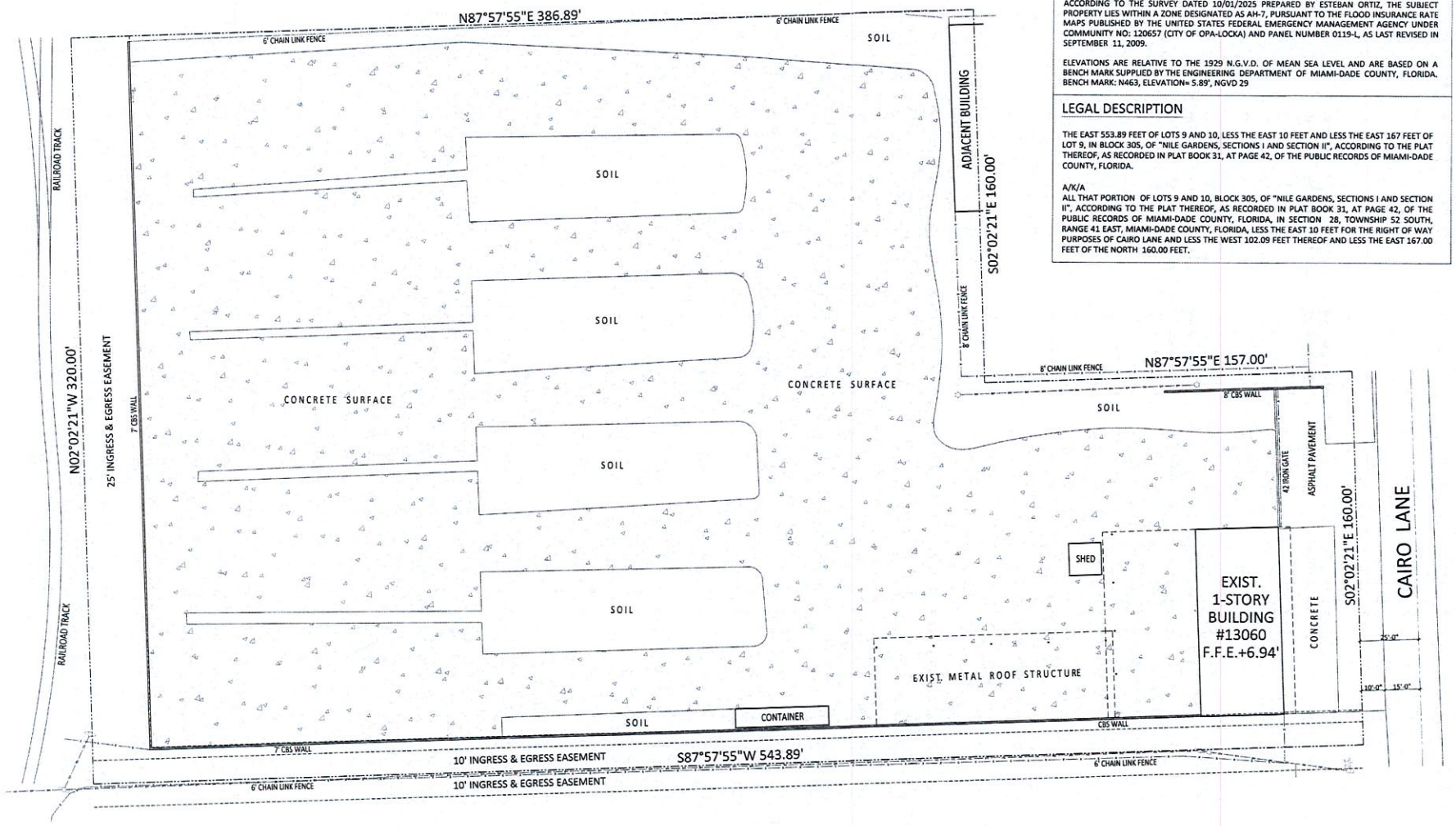
Sheet Title:

LANDSCAPE NOTES

Scale: AS SHOWN
Drawn: N.P.
Checked: T.R.T.
Date: NOVEMBER 14, 2025
Sheet No: L-0.2



BASE FLOOD ELEVATION:

ACCORDING TO THE SURVEY DATED 10/01/2025 PREPARED BY ESTEBAN ORTIZ, THE SUBJECT PROPERTY LIES WITHIN A ZONE DESIGNATED AS AH-7, PURSUANT TO THE FLOOD INSURANCE RATE MAPS PUBLISHED BY THE UNITED STATES FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER COMMUNITY NO: 120657 (CITY OF OPA-LOCKA) AND PANEL NUMBER 0119-L, AS LAST REVISED IN SEPTEMBER 11, 2009.

ELEVATIONS ARE RELATIVE TO THE 1929 N.G.V.D. OF MEAN SEA LEVEL AND ARE BASED ON A BENCH MARK SUPPLIED BY THE ENGINEERING DEPARTMENT OF MIAMI-DADE COUNTY, FLORIDA. BENCH MARK: N463, ELEVATION= 5.89', NGVD 29

LEGAL DESCRIPTION

THE EAST 553.89 FEET OF LOTS 9 AND 10, LESS THE EAST 10 FEET AND LESS THE EAST 167 FEET OF LOT 9, IN BLOCK 305, OF "NILE GARDENS, SECTIONS I AND SECTION II", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

A/K/A
ALL THAT PORTION OF LOTS 9 AND 10, BLOCK 305, OF "NILE GARDENS, SECTIONS I AND SECTION II", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS THE EAST 10 FEET FOR THE RIGHT OF WAY PURPOSES OF CAIRO LANE AND LESS THE WEST 102.09 FEET THEREOF AND LESS THE EAST 167.00 FEET OF THE NORTH 160.00 FEET.

SITE PLAN
1"=20'-0"

J. ANTONIO RODRIGUEZ TELLAHECHE,
Architect
Architecture Planning Design
Arch. Lic. AR92998 /
Interior Design Lic. IDS544
2441 NW 93 Avenue
Doral, Florida 33172
Tel: (786) 260-4265
email: trodriguez@rodtell.com

Project Manager/Designer:
NEIDY MAR PRADO

Issue Dates:

MINTON PARTS
13060 CAIRO LANE,
OPA-LOCKA, FLORIDA 33054

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JUAN ANTONIO RODRIGUEZ-TELLAHECHE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENTS ARE NOT CONSIDERED SIGNED AND SEALED, AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

CONFIDENTIAL AND PROPRIETARY
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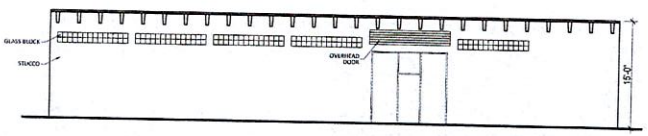
Sheet Title:
SITE PLAN

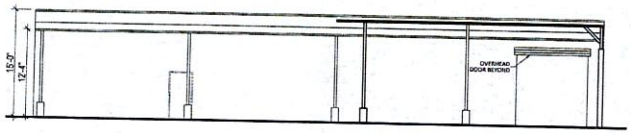
Scale:	AS SHOWN
Drawn:	N.P.
Checked:	T.R.T.
Date:	NOVEMBER 14, 2025

Sheet No.
A-0.1



EXIST. EAST ELEVATION

1/8"=1'-0"



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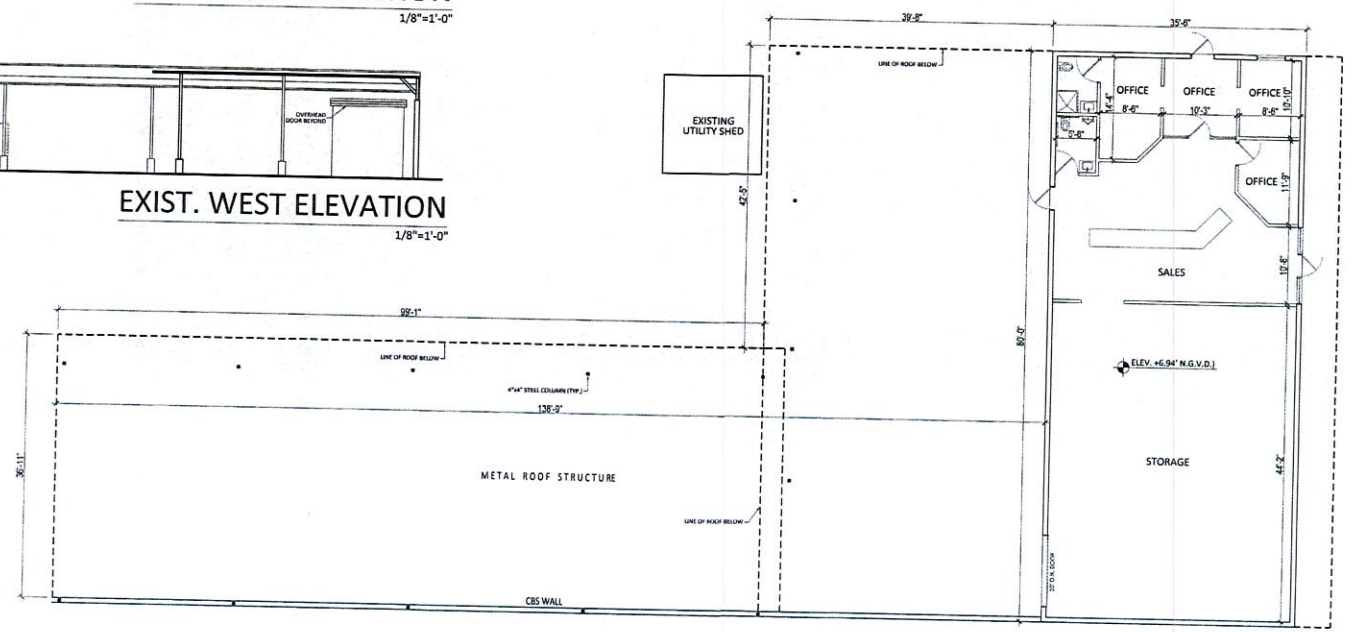
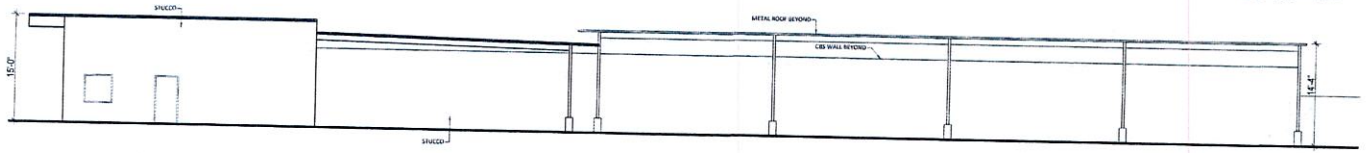
1/8"=1'-0"



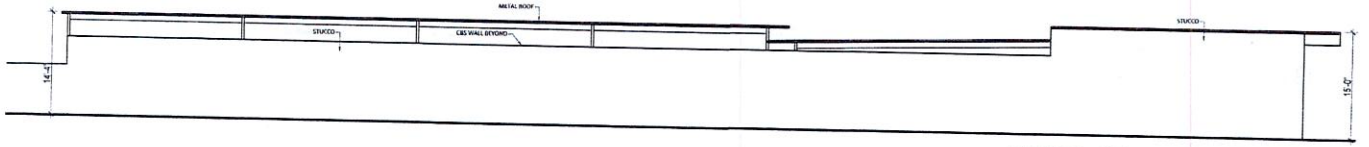
FLOOR PLAN

1/8"=1'-0"



EXIST. NORTH ELEVATION

1/8"=1'-0"



EXIST. SOUTH ELEVATION

1/8"=1'-0"

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Architect
Architecture Planning Design
Arch. Lic. AR93998 /
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2441 NW 93 Avenue
Doral, Florida 33172
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Sheet Title:

FLOOR PLAN/
ELEVATIONS

Scale: AS SHOWN
Drawn: N.P.
Checked: J.R.T.
Date: NOVEMBER 14, 2023
Sheet No:
A-1.1

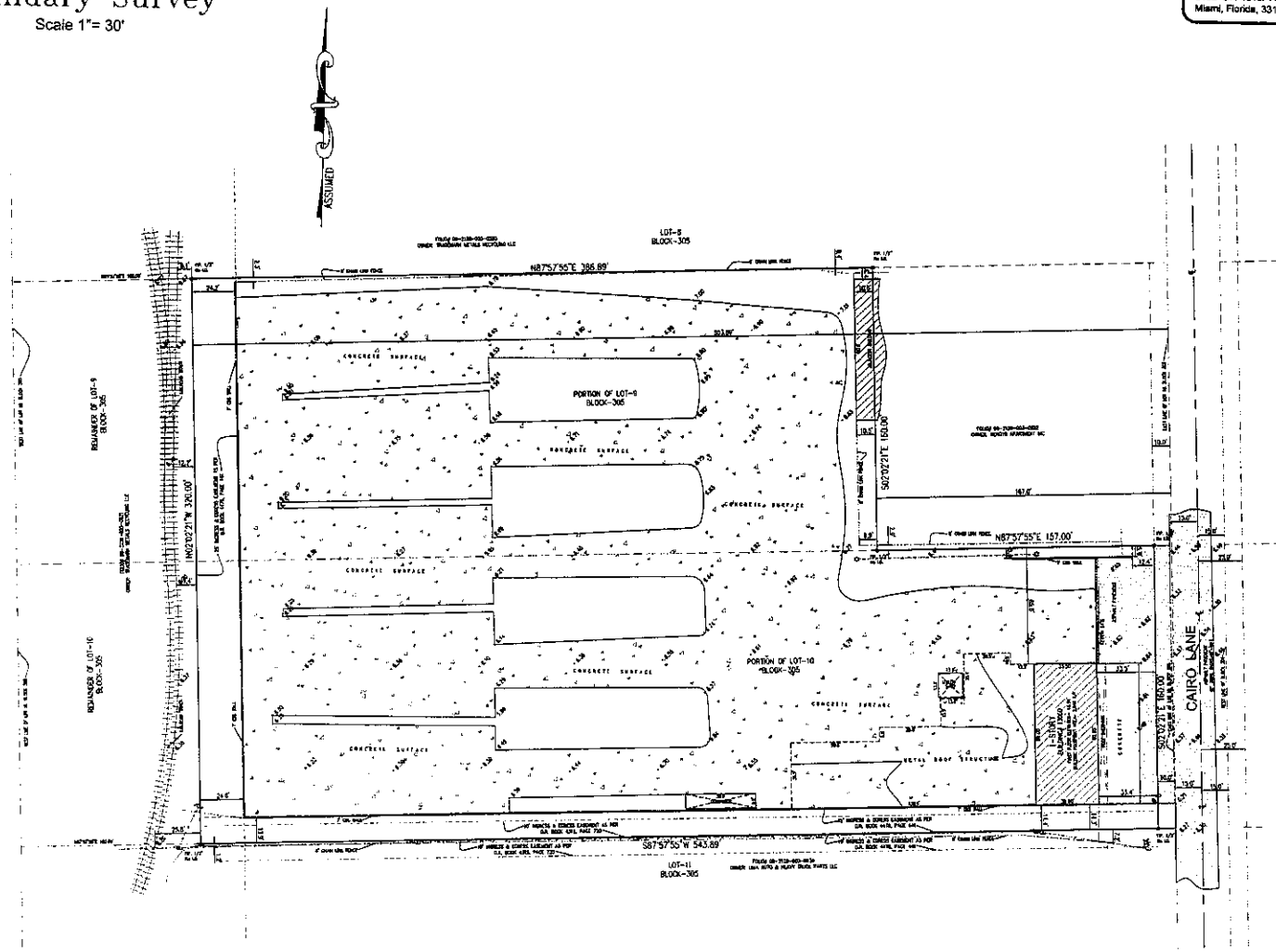
Boundary Survey

Scale 1"= 30'

5102 SW 131st Avenue.
Miami, Florida, 33175

Esteban Ortiz, PLSM
Land Surveyor & Planner

Phone(786)541-4455
email:survey.lq@yahoo.com



PROPERTY ADDRESS: 13060 CAIRO LANE,
OPA-LOCKA, Florida, 33054.
Folio: 08-2128-003-0620

LEGAL DESCRIPTION:
The East 553.89 feet of Lots 9 and 10, less the East 10 feet and less the East 167 feet of Lot 9, In Block 305, of "NILE GARDENS, SECTIONS I AND SECTION II", according to the Plat thereof, as recorded in Plat Book 31, at Page 42, of the Public Records of Miami-Dade County, Florida.

A/K/A

All that portion of Lots 9 and 10, Block 305, of "NILE GARDENS, SECTIONS I AND SECTION II", according to the Plat thereof, as recorded In Plat Book 31, at Page 42, of the Public Records of Miami-Dade County, Florida, in Section 28, Township 52 South, Range 41 East, Miami-Dade County, Florida, less the East 10 feet for the Right of Way purposes of CAIRO LANE and less the West 102.09 feet thereof and less the East 167.00 feet of the North 160.00 feet.

SURVEYOR'S REPORT

LEGAL DESCRIPTION FROM ORIGINAL SURVEY WAS REVISED TO MATCH LEGAL DESCRIPTION AS SHOWN ON MIAMI DADE COUNTY

THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY, THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI COUNTY, FLORIDA.

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN ALONG THE CENTER LINE OF NW 135th STREET ON THE PLAT OF "NILE GARDENS, SECTION I AND SECTION II", PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; WHICH IS, S02°02'21"E.

THE SUBJECT PROPERTY LIES WITHIN A ZONE DESIGNATED AS AH-7, PURSUANT TO THE FLOOD INSURANCE RATE MAPS PUBLISHED BY THE UNITED STATES FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER COMMUNITY NO: 120657 [CITY OF OPA-LOCKA] AND PANEL NUMBER 0119-L, AS LAST REVISED IN SEPTEMBER 11, 2009.

-ELEVATIONS ARE RELATIVE TO THE 1929 N.G.V.D. OF MEAN SEA LEVEL AND ARE BASED ON A BENCH MARK SUPPLIED BY THE ENGINEERING DEPARTMENT OF MIAMI-DADE COUNTY, FLORIDA.
BENCH MARK: N463 , ELEVATION=5.89', NGVD 29

THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS VIA NW 135th STREET AND CAIRO LANE, WHICH ARE A PUBLIC DEDICATED RIGHT OF WAY.

Certified to: MINTON PARTS , JAVIER PEDRE

LEGEND AND ABBREVIATIONS

A=Arc Length; AC=Air Conditioner; BC=Block Corner; BM=Bench Mark; BOB=Basis Of Bearings; CB=Catch Basin; Clr=Clear; Conc=Concrete; Dr=Drive; E=East; Elev=Elevation; FD=Found Drill Hole; FI=Found Iron Rod; FFE=Finished Floor Elevation; FH=Fire Hydrant; FIP=Found Iron Pipe; FN=Found Nail; FT=Feet; LB=Licensed Business; LFE=Lowest Floor Elevation; LP=Light Pole; N=North; NGVD 1929=National Geodetic Vertical Datum of 1929; NTS=Not To Scale; OE=Overhead Cables; OH=Over Hang; Plat=Plat Book; PC=Point of Curvature; PCP=Permanent Control Point; PL=Plaster or Property Line; PLS=Professional Land Surveyor; PLSM=Professional Land Surveyor and Mapper; POB=Point Of Beginning; PRM=Permanent Reference Monument; R=Radius; (R)=Recorded Dimension; R/R=Rail Road; R/W=Right Of Way; Sec=Section; T=Tangent; S=South; SIP=Set Iron Pipe With Cap Stamped PLS 5927; UE=Utility Easement; UP=Utility Pole; UTY=UTility; W=West; WF=Wood Fence; WM=Water Meter; WV=Water Valve; ℄ = Centerline; ——Chain Link Concrete Wall; °=Degrees; Δ=Central Angle; ø=Diameter; '=Minutes; "=Seconds; ——— = Wood Fence

LEGAL NOTES:

This Survey does not reflect or determine ownership. Examination of the Abstract of Title will have to be made to determine Recorded Instruments, if any, affecting the property. This Survey is subject to dedications, limitations, restrictions, reservations or easements of record. Legal Description provided by client. The liability of this Survey is limited to the cost of the Survey. Underground Encroachments, if any, are not shown. The firm has not attempted to locate footing and/or foundations and/or underground improvements of any nature. If shown, Elevations are referred to Horizontal Geodetic Vertical Datum of 1929 (NGVD 1929)

Date of Field Work 10-01-2025
Revised on

Order No. 25-540

Esteban Ortiz, PLSM 5927
Not valid without the signature and the original raised seal of a Florida licensed surveyor and mappers

Boundary Survey

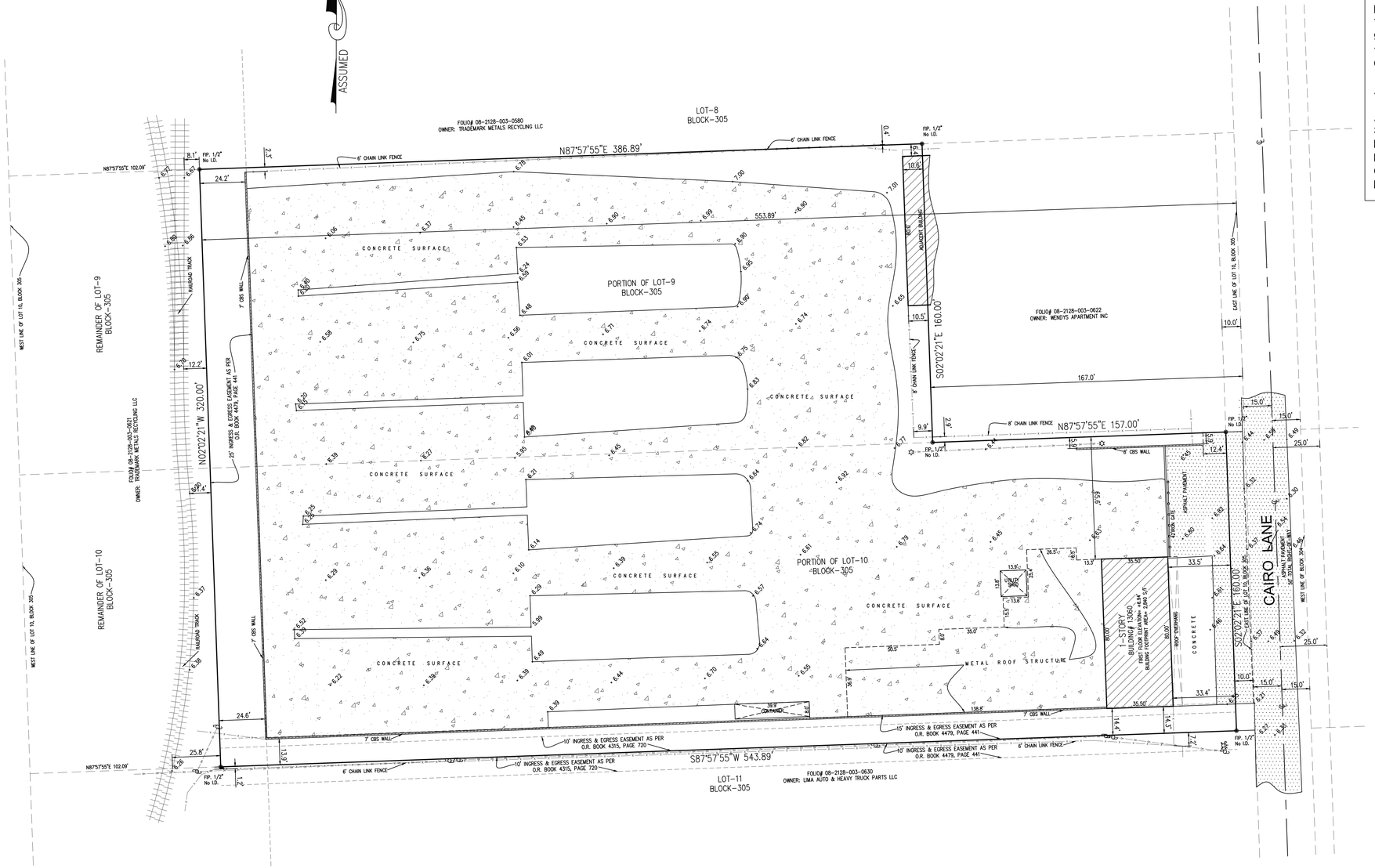
Scale 1"= 30'

5102 SW 131st Avenue,
Miami, Florida, 33175

Esteban Ortiz, PLSM

Land Surveyor & Planner

Phone(786)541-4455
email:survey.ig@yahoo.com



PROPERTY ADDRESS: 13060 CAIRO LANE,
OPA-LOCKA, Florida, 33054.
Folio: 08-2128-003-0620

LEGAL DESCRIPTION:
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A/K/A

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-ELEVATIONS ARE RELATIVE TO THE 1929 N.G.V.D. OF MEAN SEA LEVEL AND ARE BASED ON A BENCH MARK SUPPLIED BY THE ENGINEERING DEPARTMENT OF MIAMI-DADE COUNTY, FLORIDA.
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THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS VIA NW 135th STREET AND CAIRO LANE, WHICH ARE A PUBLIC DEDICATED RIGHT OF WAY.

Certified to: MINTON PARTS , JAVIER PEDRE

ESTEBAN ORTIZ

Digitally signed by ESTEBAN ORTIZ
Date: 2025.11.25 20:35:19 -05'00'

ESTEBAN ORTIZ CERTIFICATE No. 5927 STATE OF FLORIDA Professional Land Surveyor

LEGEND AND ABBREVIATIONS

A=Arc Length; AC=Air Conditioner; BC=Block Corner; BM=Bench Mark; BOB=Basis Of Bearings; CB=Catch Basin; Cl=Clear;Conc=Concrete; Dr=Drive; E=East; Elev=Elevation; FDH=Found Drill Hole; FIR=Found Iron Rod; FFE=Finished Floor Elevation;FH=Fire Hydrant; FIP=Found Iron Pipe; FN=Found Nail; FT=Feet; LB=Licensed Business; LFE=Lowest Floor Elevation; LP=Light Pole; N=North; NGVD 1929=National Geodetic Vertical Datum of 1929; NTS=Not To Scale;OE=Overhead Cables; OH=Over Hang; Pb=Plat Book;PC=Point of Curvature; PCP=Permanent Control Point; PL=Planter or Property Line; PLS=Professional Land Surveyor; PLSM=Professional Land Surveyor and Mapper; POB=Point Of Beginning;PRM=Permanent Reference Monument; R=Radius; (R)=Recorded Dimension; R/R=Rail Road; R/W=Right OfWay; Sec=Section; T=Tangent; S=South;SIP=Set Iron Pipe With Cap Stamped PLS 5927; UE=Utility Easement;UP=Utility Pole; UTY=Utility;W=West; WF=Wood Fence; WM=Water Meter; WV=Water Valve; ℄ = Centerline; ——=Chain Link; ▨= Concrete Wall; ° =Degrees; Δ=Central Angle; ø=Diameter; ' =Minutes; " =Seconds; ⫽⫽ = Wood Fence

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Date of Field Work 10-01-2025
Revised on

Order No. 25-540

Esteban Ortiz, PLSM 5927
Not valid without the signature and the original raised seal of a Florida licensed surveyor and mappers

ROBAYNA
AND ASSOCIATES INC.

5723 NW 158 Street
Miami Lakes, FL 33014
T 305-823-9316

Date: 04/10/2026

City of Opa-Locka
Planning & Community Development Department
780 Fishermen Street, 4th Floor
Opa-Locka, FL 33054

Subject: Letter of Intent for Planning and Zoning Board Application
WALLOWAY MEDICAL OFFICES LLC
13060 Cairo Lane
Opa-Locka, FL 33054

Dear Planning & Zoning Board Members:

Javier Pedre, on behalf of WALLOWAY MEDICAL OFFICES LLC, hereby respectfully submits this Letter of Intent (LOI) for the Final Site Plan Review of the proposed Concrete Batch Plant development to be located at 13060 Cairo Lane, Opa-Locka, FL 33054 (Tax Folio No. 08-2128-003-0620). The proposed project represents a significant redevelopment of the existing junkyard facility into a modern, professionally managed industrial operation featuring state-of-the-art concrete production equipment, comprehensive environmental controls, and modern operational standards that distinguish it from older concrete batching plants currently operating within the City. This submission is made in accordance with the requirements of the City of Opa-Locka Planning & Zoning Board and pursuant to Ordinance 15-31 (Land Development Regulations).

Project Description: The proposed Concrete Batch Plant will include equipment and infrastructure for concrete production and distribution, including concrete mixers, aggregate storage facilities, loading equipment, and associated administrative facilities. The facility will incorporate site improvements encompassing parking areas, landscaping features, stormwater management systems, dust control measures, drainage infrastructure and all necessary site amenities to ensure compliance with environmental and operational standards.

Zoning and Compliance: The subject property is presently zoned I-4 (Liberal Industrial Storage & Salvage), which is appropriate for the proposed concrete batch plant use. The proposed development will be accomplished in full compliance with all applicable requirements, including but not limited to:

- City of Opa-Locka Land Development Regulations (Ordinance 15-31)
- City of Opa-Locka Comprehensive Plan
- Florida Building Code
- Miami-Dade County Regulations
- Stormwater Management and Environmental Protection Standards
- South Florida Water Management District (SFWMD)
- Florida Department of Environmental Protection (FDEP) requirements
- Local and State Air quality and dust control regulations

Robayna and Associates, Inc.
5723 NW 158 Street
Miami Lakes, FL 33014
T 305-823-9316

Application Submission: A complete Planning & Zoning Board application package has been prepared and is being submitted concurrently with this Letter of Intent. The application package includes all required documents and materials as specified by the City of Opa-Locka, including:

- Completed Planning & Zoning Board Application Form
- Notarized Affidavit of Property Owner Authorization
- Notarized Power of Attorney
- Certified Boundary and Topographic Survey (15 copies)
- Final Site Development Plans (15 copies)
    - Site Plan
    - Architectural Plans
    - Landscaping Plans
    - Civil Engineering Plans Related to Site Improvements
- Parcel Map showing properties within 500-foot radius
- Digital copies of all plans and documents on flash drive in PDF format
- Application fee as required by City ordinance

We respectfully request that this application be reviewed for sufficiency and scheduled for hearing at the earliest available Planning & Zoning Board meeting in accordance with the City's established schedule and procedures. The proposed concrete batch plant will serve as a significant improvement to the site, transforming a junkyard facility into a professionally managed industrial operation that complies with all City standards and would support redevelopment in the region.

Should you have any questions or require additional information, please do not hesitate to contact the undersigned.

Respectfully submitted,

WALLOWAY MEDICAL OFFICES LLC
By: _____
Signature
Name: Javier Pedre
Title: Manager
Date: 04/10/2026

ROBAYNA AND ASSOCIATES, INC
By: _____
Signature
Name: Oscar E. Robayna, P.E.
Date: 04/10/2026

CF: Letter of Intent_20260410

FOLIO	SITE ADDRESS	CITY	ZIP CODE
0821290000000	Null	Opa-locka	33054-0000
0821290000000	3805 NW 132 ST	Opa-locka	33054-0000
0821280000000	12765 CAIRO LN	Opa-locka	33054-0000
0821280000000	13060 CAIRO LN	Opa-locka	33054-0000
0821280000000	12770 CAIRO LN	Opa-locka	33054-0000
0821280000000	Null	Opa-locka	33054-0000
0821290000000	13015 NW 38 AVE	Opa-locka	33054-0000
0821280000000	13125 CAIRO LN	Opa-locka	33054-0000
0821280000000	Null	Opa-locka	33054-0000
0821280000000	12790 CAIRO LN	Opa-locka	33054-0000

0821280000000	13205 CAIRO LN	Opa-locka	33054-0000
0821280000000	13050 CAIRO LN	Opa-locka	33054-0000
0821280000000	12760 CAIRO LN	Opa-locka	33054-0000
0821290000000	13165 NW 38 AVE	Opa-locka	33054-0000
0821280000000	13065 CAIRO LN	Opa-locka	33054-0000
0821280000000	13070 CAIRO LN	Opa-locka	33054-0000
0821280000000	Null	Opa-locka	33054-0000
0821290000000	13195 NW 38 AVE	Opa-locka	33054-0000
0821280000000	13200 CAIRO LN	Opa-locka	33054-0000
0821280000000	13175 CAIRO LN	Opa-locka	33054-0000
0821290000000	13165 NW 38 AVE	Opa-locka	33054-0000

0821290000000	Null	Opa-locka	33054-0000
0821280000000	13045 CAIRO LN	Opa-locka	33054-0000
0821280000000	12780 CAIRO LN	Opa-locka	33054-0000

DESCRIPTION	LOT SIZE	YEAR BUILT
VACANT LAND - INDUSTRIAL : VACANT LAND	35284	0
WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	198198	2017
VACANT LAND - INDUSTRIAL : EXTRA FEA OTHER THAN PARKING	52925	0
HEAVY INDUSTRIAL : HEAVY IND OR LUMBER YARD	149120	1975
OPEN STORAGE : WAREHOUSE OR STORAGE	104980	1992
VACANT LAND - INDUSTRIAL : VACANT LAND	220370	0
LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	101679	1982
WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	103360	1967
PARKING LOT/MOBILE HOME PARK : PARKING LOT	103237	0
OPEN STORAGE : WAREHOUSE OR STORAGE	52490	1991

OPEN STORAGE : WAREHOUSE OR STORAGE	94525	1974
VACANT LAND - INDUSTRIAL : VACANT LAND	87052	0
OPEN STORAGE : WAREHOUSE OR STORAGE	104980	1989
WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	29437	2011
OPEN STORAGE : WAREHOUSE OR STORAGE	103357	1965
HEAVY INDUSTRIAL : HEAVY IND OR LUMBER YARD	25120	1973
VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL	91250	0
WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	42253	1982
WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	409464	1967
REPAIR SHOP/NON AUTOMOTIVE : RETAIL OUTLET	94525	1977
LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	43560	1981

VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL	459475	0
OFFICE BUILDING - ONE STORY : OFFICE BUILDING	416674	1973
OPEN STORAGE : WAREHOUSE OR STORAGE	52490	1990

LEGAL DESCRIPTION
29 52 41 .81 AC M/L BEG SE COR OF NE1/4 OF NE1/4 N ALG E/L OF SEC 463.59FT SWLY ALG ELY R/W/L OF SAL RR 488.62FT E ALG S/L OF NE1/4 OF NE1/4 151.50FT TO POB LOT SIZE 35284 SQUARE FEET COC 25259-1655 12 2006 6
LEJEUNE-DOUGLAS IND PARK PB 115-99 LOT 1 BLK 2 LOT SIZE 198198 SQ FT OR 18686-4438 0699 1 COC 23843-2531 09 2005 1
28 52 41 1.215 AC NILE GARDENS SEC 1 PB 31-42 N1/2 OF LOT 14 BLK 304 OR 18577-3637 0499 4
28-29 52 41 3.42 AC M/L NILE GDNS SEC 1 PB 31-42 E553.89FT OF LOTS 9 & 10 LESS E10FT & LESS E167FT OF LOT 9 BLK 305 LOT SIZE 149120 SQ FT OR 13811-1254 0888 5 COC 22371-0704 06 2004 1
28 52 41 2.41 AC NILE GARDENS SEC 1 PB 31-42 LOT 13 BLK 305 OR 12737-0914 0885 1 COC 23959-1640 11 2005 4
28-29 52 41 5.059 AC NILE GARDENS SEC 1 PB 31-42 THAT PART OF LOTS 11-12-13-14-15-16 IN SEC 28 52 41 BLK 305 OR 21049-4662 0203 6
LEJEUNE-DOUGLAS IND PK PB 115-99 LOTS 5 & 6 BLK 2 LOT SIZE 101679 SQ FT M/L
28-29 52 41 2.38 AC M/L NILE GARDENS SEC 1 PB 31-42 LOT 8 LESS W10FT BLK 304 LOT SIZE 103360 SQUARE FEET
28-29 52 41 2.37AC NILE GDNS SEC 1 PB 31-42 LOT 11 LESS E10FT FOR ST IN SEC 28 BLK 305 OR 14537-2427 0490 5 COC 23583-2128 06 2005 4
28 52 41 1.205 AC NILE GARDENS SEC 1 PB 31-42 N1/2 OF E655.98FT OF LOT 12 BLK 305 F/A/U 08-2128-003-0640 OR 15531-0735 0592 4

28-29 52 41 2.17 AC NILE GARDENS SEC 1 PB 31-42 S128FT OF LOT 6 & N16FT OF LOT 7 BLK 304 LOT SIZE 94525 SQ FT OR 17113-4120 0296 4
28-29 52 41 2 AC NILE GDNS SEC 1 PB 31-42 LOTS 9 & 10 LESS E553.89FT BLK 305 LOT SIZE IRREGULAR OR 19450-4622 0101 4 (3)
28 52 41 2.41 AC NILE GARDENS SEC 1 PB 31-42 LOT 14 BLK 305 OR 17692-0522 0697 6 COC 23636-3375 07 2005 1
LEJEUNE DOUGLAS IND PK PB 115-99 LOT 4 BLK 2 LOT SIZE 29437 SQ FT M/L FAU 08 2129 010 0120 OR 25177-1342 1206 1
28-29 53 41 2.37 AC M/L NILE GARDENS SEC 1 PB 31-42 LOT 9 LESS W10FT BLK 304 LOT SIZE 103357 SQ FT OR 9775-2055
28-29 52 41 .58 AC M/L NILE GDNS SEC 1 PB 31-42 E167FT OF LOT 9 LESS E10FT BLK 305 LOT SIZE 25120 SQ FT FAU 08-2128-003-0620 COC 23583-2132 06 2005 4
28 52 41 2.095 AC M/L 100FT S A L R/W THRU NW1/4-NW1/4 FORMERLY SEABOARD COASTLINE RR CO COMPTROLLER DOT PER OR 13675-3540 0588 3
LEJEUNE-DOUGLAS IND PARK PB 115-99 LOT 2 BLK 2 LOT SIZE 42253 SQ FT OR 13440-3826 0887 1
28-29 52 41 9.40 AC NILE GDNS SEC 1 PB 31-42 LOTS 5 THRU 8 BLK 305 LOT SIZE 409464 SQUARE FEET OR 19450-4622 0101 4 (3)
28-29 52 41 2.17 AC NILE GARDENS SEC 1 PB 31-42 S144FT OF LOT 7 BLK 304 LOT SIZE 94525 SQUARE FEET OR 13957-2335 1188 4
LEJEUNE-DOUGLAS IND PARK PB 115-99 LOT 3 BLK 2 LOT SIZE 43560 SQ FT OR 14665-628 0890 3 COC 25299-3889 01 2007 5

29 52 41 10.548/ AC M/L 100FT S A L R/W THRU SECTION FORMERLY SEABOARD COASTLINE RR CO COMPTROLLER DOT PER OR 13675-3540-0588 3
28-29 52 41 9.57 AC M/L LOTS 10-11 LESS W10FT & LOTS 12-13 BLK 304 PER UNITY OF TITLE OR# 32222-291 LOT SIZE 416674 SQ FT M/L
28 52 41 1.205 AC NILE GARDENS SEC 1 PB 31-42 S1/2 OF E655.98FT OF LOT 12 BLK 305 OR 20095-0758 1201 4

Received:
By:
Date:

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2025-2026

TOTAL FEES: $_____ New Fees as of October 1, 2015

FY 2024-2025 Meeting Dates (1st Tuesday of Each Month)	**Date Application Found Sufficient**
October 7, 2025	August 22, 2025
November 4, 2025	September 19, 2025
December 2, 2025	October 17, 2025
January 6, 2026	November 21, 2025
February 3, 2026	December 19, 2025
March 3, 2026	January 16, 2026
April 7, 2026	February 20, 2026
May 5, 2026	March 20, 2026
June 2, 2026	April 17, 2026
July 7, 2026	May 15, 2026
August 4, 2026	June 19, 2026
September 1, 2026	July 17, 2026

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.

2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.

3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*

4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.

5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

City of Opa-locka
Planning & Community Development Department
780 Fishermen Street 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1504
Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: WALLOWAY MEDICAL OFFICES LLC

PROPERTY OWNER'S ADDRESS: 13060 CAIRO LN, OPA LOCKA, FL 33054
Number/Street City State/Zip Code

APPLICANT'S NAME: JAVIER PEDRE

APPLICANT'S ADDRESS: 7890 SW 66 ST, SOUTH MIAMI, FL 33143
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 786-853-4750 HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: 13060 CAIRO LN, OPA LOCKA, FL 33054
Number/Street

TAX FOLIO NUMBER: 08-2128-003-0620 PRESENT ZONING: I-4 LIBERAL INDUSTRIAL STORAGE AND SALVAGE

LEGAL DESCRIPTION: PLEASE SEE EXHIBIT 1

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
_X_ 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 (**pages 3 & 4**) (**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/development site, 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 500' radius of said parcel or development site. 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 (LOI) must be submitted with application

AFFIDAVIT

I, JAVIER PEDRE, 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

04/09/26
_____
Date

Sworn to and subscribed before me:

This 04 day of April - 2026

_____ My commission expires 03/09/2028.
Notary Public
Attach copy of identification

Notary Public State of Florida
Josefina M San Martin
My Commission HH 480858
Expires 3/9/2028

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: WALLOWAY MEDICAL OFFICES LLC

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I JAVIER PEDRE, being first duly sworn, depose and say that I am the owner of the property legally described as:

FOLIO NO. 08-2128-003-0620 LOCATED AT 13060 CAIRO LN, OPA-LOCKA, FL 33054

I do give to OSCAR E. ROBAYNA 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 OSCAR E. ROBAYNA 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

04/09/26
Date

Sworn to and subscribed before me:

This 04 day of April 2026.

Josefina San Martin
Notary Public

My commission expires: 03/09/2028.

Notary Public State of Florida
Josefina M San Martin
My Commission HH 480858
Expires 3/9/2028

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS:_____

LEGAL DESCRIPTION:_____
_____
_____
_____

I SUPPORT THIS DEVELOPMENT REQUEST _____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: _____PHONE:_____

ADDRESS (If different): _____

_____
Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

EXHIBIT 1

LEGAL DESCRIPTION

The East 553.89 feet of Lots 9 and 10, less the East 10 feet and less the East 167 feet of Lot 9, in Block 305, of "NILE GARDENS, SECTIONS I AND SECTION II", according to the Plat thereof, as recorded in Plat Book 31, at Page 42, of the Public Records of Miami-Dade County, Florida.

A/K/A

All that portion of Lots 9 and 10, Block 305, of "NILE GARDENS, SECTIONS I AND SECTION II", according to the Plat thereof, as recorded in Plat Book 31, at Page 42, of the Public Records of Miami-Dade County, Florida, in Section 28, Township 52 South, Range 41 East, Miami-Dade County, Florida, less the East 10 feet for the Right of Way purposes of CAIRO LANE and less the West 102.09 feet thereof and less the East 167.00 feet of the North 160.00 feet.

The State of Florida retains all property rights herein.
050472
Rev. 03/01/2020
21
CLASS: E - Any non-commercial veh with a GVWR < 26,001 lbs. or any RV
REST: None
END: None
REPLACEMENT LICENSE REQUIRED WITHIN 30 DAYS OF ADDRESS OR NAME CHANGE.
WWW.FLHSMV.GOV

Florida
DRIVER LICENSE
USA
4d DLN P413-972-57-000-0
9 CLASS E
1 PEDRE
2 JAVIER
8 7890 SW 68TH ST
SOUTH MIAMI, FL 33143-2713
3 DOB 05/04/1972
15 SEX M
4b EXP 05/04/2034
16 HGT 5'-07"
12 REST NONE
9a END NONE
SAFE DRIVER
4a ISS 03/11/2026
5 DD X852603115484
Operation of a motor vehicle constitutes consent to any sobriety test required by law

DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company
WALLOWAY MEDICAL OFFICES LLC

Filing Information

Document Number	L20000038524
FEI/EIN Number	84-4665839
Date Filed	02/03/2020
Effective Date	01/31/2020
State	FL
Status	ACTIVE

Principal Address

13060 Cairo Ln
Opa Locka, FL 33054

Changed: 01/13/2026

Mailing Address

7890 SW 66 ST
South Miami, FL 33143

Changed: 01/23/2025

Registered Agent Name & Address

PEDRE, JAVIER
7890 SW 66 ST
South Miami, FL 33143

Address Changed: 01/23/2025

Authorized Person(s) Detail

Name & Address

Title MGRM

PEDRE, YANIA
7890 SW 66 ST
South Miami, FL 33143

Title MGRM

PEDRE, JAVIER
7890 SW 66 ST
South Miami, FL 33143

Annual Reports

Report Year	Filed Date
2024	03/18/2024
2025	01/23/2025
2026	01/13/2026

Document Images

01/13/2026 -- ANNUAL REPORT	View image in PDF format
01/23/2025 -- ANNUAL REPORT	View image in PDF format
03/18/2024 -- ANNUAL REPORT	View image in PDF format
03/29/2023 -- ANNUAL REPORT	View image in PDF format
03/29/2022 -- ANNUAL REPORT	View image in PDF format
04/06/2021 -- ANNUAL REPORT	View image in PDF format
02/03/2020 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

1ST DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
June 2, 2026, 6:00 P.M.

CALL TO ORDER

The Planning and Zoning Board meeting was called to order at 6:09 P.M. on June 2, 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 Dawn Mangham, 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, Assistant City Attorney Candice Cobb, and Planning and Zoning Board Clerk Romany Branch.

2. INVOCATION

Zoning Official Lee provided the Invocation.

3. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES

- **PZAB Minutes – April 7, 2026**

Motion made by Board Member Hibbert Smith, seconded by Board Member Mangham to approve the minutes from the April 7, 2026 meeting. In a roll call vote, the **motion** passed unanimously (4-0).

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 DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE**

Assistant City Attorney Cobb read the Resolution into the record.

Oscar Robayna of Robayna & Associates, 5723 NW 158th Street, Miami Lakes, presented on behalf of the applicant. He stated the property owner was unable to attend due to a family emergency requiring out-of-country travel. The owner's daughters were present in his place.

Mr. Robayna described the site as approximately 3.5 acres on Cairo Lane, south of NW 135th Street, in the I-4 district. It currently operates as an auto salvage yard. The proposal is a concrete batching plant with 38 parking spaces for trucks, employees, and guests. He stated the project would comply with all applicable City, Miami-Dade County, and state regulations and would require no variances.

He stated the site met all I-4 setback and open-space minimums. It was organized to limit off-site dust. Stockpiles sit at the rear of the property, and drum cleaning is set well back from the driveway. He added that all trucks could circulate within the site rather than stage on Cairo Lane.

In response Acting Chair Dominquez's question, the applicant confirmed the current use was auto salvage and the proposed use a concrete batching plant. He stated the site sat across the street from a recent fire, which had not affected the property. Acting Chair Dominquez noted 3.5 acres was a favorable size for a batching plant.

Planning and Community Development Director Gay stated the City had spent two to three years amending the area's zoning code to expand permitted uses, which now include concrete batching plants and logistics operations.

Zoning Official Lee stated staff supported the proposed use, which was less environmentally harmful and less of a nuisance than the district's long-standing salvage and scrap-metal operations. It complied with County, fire, zoning, and building codes, was permitted under both the current zoning and land use designation, and required no variances or code amendments. All surrounding properties were I-4 heavy industrial. The office building would remain and the salvage inventory behind it would be removed.

Laura Pedre, the property owner's daughter, 7890 SW 66th Street, described the current junkyard operation.

Mr. Robayna confirmed the salvage use would end once the new facility was built. Only mixing trucks would remain on site overnight, with employees present during the day.

On timeline, Mr. Robayna estimated six to eight months for permitting, and possibly twelve. Construction would take another six to eight months, up to a year. He noted significant earthwork due to the low grade, plus state air permits and County permits.

Zoning Official Lee stated staff recommended approval.

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

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE DEVELOPMENT AGREEMENT APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Resolution into the record.

Planning and Community Development Director Gay explained the item was the development agreement for the project. It sets out the process for permitting and development. He noted the applicant might need an extension depending on the permitting timeline. Such extensions are typically granted through the City Manager's Office.

The applicant and Zoning Official Lee were available for questions. The Board had none.

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

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO ACCESSORY DWELLING UNITS; AMENDING ARTICLE V, SECTION 22-145, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING DEFINITIONS, PROVIDING FOR STANDARDS FOR ACCESSORY DWELLING UNITS, PROVIDING FOR A REVIEW PROCESS; AMENDING CHAPTER V, SECTION 22-145 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A $100 FEE FOR ACCESSORY DWELLING UNIT CERTIFICATE OF USE AND A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Ordinance into the record.

Planning and Community Development Director Gay stated the legislation, held pending action on the recreational vehicle ordinance, had been in development for some time. It addresses accessory dwelling units (ADUs), bringing the City in line with Miami-Dade County and other municipalities that adopted similar rules approximately three years earlier.

Zoning Official Lee stated the amendment would update the Land Development Regulations to allow one ADU or guest house per residential lot, subject to review of construction, occupancy, and neighborhood compatibility, and would create an enforceable regulatory framework. One ADU is permitted per single-family lot, with occupancy limited to two persons per bedroom and one additional off-street parking space required, though guest houses are exempt. A guest house serves family members and shares the main residence's utilities; an ADU may house an unrelated tenant and have separate utilities.

He stated the ordinance also governs ADU location, design, and leasing. Sheds are not habitable and may not be used as ADUs. A certificate of use, inspections, Florida Building Code compliance, and site-plan-level review are required. An ADU may not exceed the height of the primary structure. Code enforcement would address noncompliance.

Zoning Official Lee stated staff recommended approval.

In response to Acting Chair Dominquez's question, Zoning Official Lee confirmed existing rental properties would be reviewed case by case, and grandfathering applies only to uses approved under a prior code approximately 20 years ago, not to current uses.

Planning and Community Development Director Gay added that an ADU above a garage does not count as a two-story structure, size is capped at a percentage of the primary residence's square footage, and parking requirements depend on the lot. The $100 is an application fee. The legislation aims to protect single-family residential quality of life, not enable multi-unit conversion, and only one standalone ADU is permitted per lot.

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

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP AND TO AMEND THE LAND USE DESIGNATION FOR THE PROPERTIES FROM COMMERCIAL LAND USE TO AN INDUSTRIAL LAND USE DESIGNATION, FOR A 1.6 ACRE OR 71,370 SQUARE FOOT, SITE CONSISTING OF THREE PARCELS, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, AND 08-2128-003-0380; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Ordinance into the record.

Edward Martos, 2800 Ponce de Leon Boulevard, presented on behalf of applicant All Parts International, which had operated an auto parts salvage business at the site since

1992 under all required permits. A 2015 rezoning and comprehensive plan amendment along NW 135th Street changed the property's designations, rendering the long-standing use nonconforming. The applicant did not learn of this until a 2022 notice from DERM and had since worked with DERM and the City to correct it. He requested approval of the map correction and stated the applicant agreed with all staff conditions, including added screening and lowering stacked vehicles along NW 135th Street.

Mr. Martos confirmed all fuel and liquids are removed and vehicles made safe before parts are recovered. The request would change the land use designation from commercial to industrial to restore compliance. The property had been entirely industrial before 2015 but currently held split designations.

Zoning Official Lee stated the amendment would align the three-parcel site's designation with its use, the Land Development Regulations, and the Comprehensive Plan. The change from commercial to industrial would satisfy Land Use Objective 7, Policy 7.5, and Policy 7.7, which collectively address protection of commercial and industrial districts, compatibility, and transitions between industrial, mixed-use, and residential districts. The surrounding area was industrial, and this site had been the one left out. Conditions would attach to the companion rezoning item.

Zoning Official Lee stated staff recommended approval.

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

5. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A REZONING REQUEST FOR APPROXIMATELY 1.6 ACRES OF LAND, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, 08-2128-003-0380; FROM THE CURRENT COMMERCIAL INTENSIVE (B-3) ZONING DISTRICT TO THE LIBERAL INDUSTRIAL STORAGE AND SALVAGE (I-4) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Ordinance into the record.

Zoning Official Lee stated the rezoning was not a typical request to enable a new use but to correct an error so the existing business could operate lawfully. The change was consistent with the surrounding land use pattern, would not create spot zoning, and would not alter population or traffic patterns, strain public facilities, affect living conditions, create drainage problems, or reduce light and air. District boundaries would become more logical, the Comprehensive Plan would not be conflicted, and property values could rise.

Staff recommended approval with the following conditions:

- The applicant must remove the stacked vehicles along the NW 135th Street frontage.
- Adequate visual screening must be installed and maintained under the City's zoning code, using fencing, walls, or landscaping, to shield the salvage operation.
- Outdoor storage may not expand beyond existing limits.
- The site must meet all I-4 district performance standards.

Acting Chair Dominquez thanked the applicant for keeping the area safe and operating in compliance.

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

6. ADJOURNMENT

Planning and Community Development Director Gay announced that Ms. Lisa Bryant had been appointed to the Planning and Zoning Board. She signed the required form and took the oath earlier that day. She would join the Board after orientation.

It was moved by Acting Chair Dominguez, seconded by Board Member Hibbert Smith, to adjourn the meeting.

There being no further business to come before the Planning and Zoning Board, the meeting was adjourned at 7:06 PM

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

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, June 2, 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 DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING 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 APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

3) **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO ACCESSORY DWELLING UNITS; AMENDING ARTICLE V, SECTION 22-145, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING DEFINITIONS, PROVIDING FOR STANDARDS FOR ACCESSORY DWELLING UNITS, PROVIDING FOR A REVIEW PROCESS; AMENDING CHAPTER V, SECTION 22-145 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A $100 FEE FOR ACCESSORY DWELLING UNIT CERTIFICATE OF USE AND A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

4) **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP AND TO AMEND THE LAND USE DESIGNATION FOR THE PROPERTIES FROM COMMERCIAL LAND USE TO AN INDUSTRIAL LAND USE DESIGNATION, FOR A 1.6 ACRE OR 71,370 SQUARE FOOT, SITE CONSISTING OF THREE PARCELS, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, AND 08-2128-003-0380; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

5) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A REZONING REQUEST FOR APPROXIMATELY 1.6 ACRES OF LAND, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, 08-2128-003-0380; FROM THE CURRENT COMMERCIAL INTENSIVE (B-3) ZONING DISTRICT TO THE LIBERAL INDUSTRIAL STORAGE AND SALVAGE (I-4) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

****
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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

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 APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING DISTRICT; PROVIDING FOR INCORPORATIONS OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Walloway Medical Offices, LLC., intends to redevelop the 3.42-acre property at 13060 Cairo Lane, Opa-locka, Florida (Folio 08-2128-003-0620), from its historic junkyard and used auto-parts use into a modern Concrete Batching Plant. The site is zoned 1-4 (Liberal Industrial Storage & Salvage) and designated "Industrial" under the City of Opa-Locka's Comprehensive Plan; and

WHEREAS, the Applicant, has submitted a Development Agreement Application to develop the concrete batching plant with the required parking and landscaping and the renovation of the Office in the Liberal Industrial, Storage & Salvage Zoning (I-4) District; and

The proposed facility will include concrete mixers, aggregate storage, loading equipment, administrative offices, parking, landscaping, stormwater and drainage infrastructure, and dust-control measures. The redevelopment will be designed to comply with the City of Opa-locka Land Development Regulations, Comprehensive Plan, Florida Building Code, and applicable Miami-Dade County, State, and Federal environmental and operational requirements. The project will be subject to applicable site plan and development agreement review; and

WHEREAS, Planning & Community Development staff for the City of Opa-Locka reviewed the Development Agreement application of Walloway Medical Offices, LLC., and has determined that the applicant has provided all information required by Section 22-55(I) of the City of Opa-Locka's Land Development Regulation for proper consideration by the Planning and Zoning Board; and

WHEREAS, the development agreement application was presented to the Planning and Zoning Board on June 2, 2026 in which it received a 4-0 vote; and

WHEREAS, the Planning and Zoning Board recommends approval of the Development Agreement Application as requested by the Applicant, as provided herein and attached; 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. The City Commission of the City of Opa-Locka, Florida hereby approves / denies a request for Development Agreement approval for the redevelopment of the 3.42-acre property at 13060 Cairo Lane, Opa-locka, Florida (Folio 08-2128-003-0620), from its historic junkyard and used auto-parts use into a modern Concrete Batching, in the I-4 zoning 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:	September 9, 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 & Community Development			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA TO CONSIDER THE DEVELOPMENT AGREEMENT APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING DISTRICT.

Staff Summary:

Walloway Medical Offices, LLC proposes to redevelop the 3.42-acre property at 13060 Cairo Lane, Opa-locka, Florida (Folio 08-2128-003-0620), from its historic junkyard and used auto-parts use into a modern Concrete Batching Plant. The site is zoned I-4 (Liberal Industrial Storage & Salvage) and designated "Industrial" under the City's Comprehensive Plan.

The proposed facility will include concrete mixers, aggregate storage, loading equipment, administrative offices, parking, landscaping, stormwater and drainage infrastructure, and dust-control measures. The redevelopment will be designed to comply with the City of Opa-locka Land Development Regulations, Comprehensive Plan, Florida Building Code, and applicable Miami-Dade County, State, and Federal environmental and operational requirements. The project will be subject to applicable site plan and development agreement review.

This development agreement application was presented to the Planning and Zoning Board on June 2, 2026 in which it received a 4-0 vote.

Financial Impact- There is no financial impact from the approval of this development.

Proposed Action:

Planning and Community Development staff recommends approval for this development agreement.

Attachment:

Draft Resolution
Site Plan & Survey
PZAB Package
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, June 2, 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 DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING 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 APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

3) **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO ACCESSORY DWELLING UNITS; AMENDING ARTICLE V, SECTION 22-145, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING DEFINITIONS, PROVIDING FOR STANDARDS FOR ACCESSORY DWELLING UNITS, PROVIDING FOR A REVIEW PROCESS; AMENDING CHAPTER V, SECTION 22-145 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A $100 FEE FOR ACCESSORY DWELLING UNIT CERTIFICATE OF USE AND A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

4) **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP AND TO AMEND THE LAND USE DESIGNATION FOR THE PROPERTIES FROM COMMERCIAL LAND USE TO AN INDUSTRIAL LAND USE DESIGNATION, FOR A 1.6 ACRE OR 71,370 SQUARE FOOT, SITE CONSISTING OF THREE PARCELS, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, AND 08-2128-003-0380; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

5) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A REZONING REQUEST FOR APPROXIMATELY 1.6 ACRES OF LAND, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, 08-2128-003-0380; FROM THE CURRENT COMMERCIAL INTENSIVE (B-3) ZONING DISTRICT TO THE LIBERAL INDUSTRIAL STORAGE AND SALVAGE (I-4) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; 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

Record and Return to:
(enclose self-addressed stamped envelope)

The Riley Law Firm
William W. Riley, Jr., Esq.
16343 SW 256 Street
Homestead, Florida 33031

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 JAVIER PEDRE/WALLOWAY MEDICAL OFFICES LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") is made, and entered into this 21 day of April 2026 ("Execution Date") by and between **JAVIER PEDRE/WALLOWAY MEDICAL OFFICES LLC** (the "Owner"), a Florida limited liability company with the mailing address of **7890 SW 66 ST, SOUTH MIAMI, FL 33143** 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 **3.419** acres of land located at approximately **13060 CAIRO LANE, OPA-LOCKA, FLORIDA, 33054** within the municipal boundaries of the City and identified by Miami Dade County Tax Folio No **08-2128-003-0620** (the "Property"), the legal description of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the City Commission passed and adopted Resolution Number _____, wherein a plan of redevelopment was approved that contained, among other things, a site plan depicting a concrete batching plant and ancillary improvements consisting of five (5) off-street parking spaces for office, employee, and customer parking, as well as a landscaping plan depicting eleven (11) Calusa plants for hedging, sixty-nine (69) green buttonwood trees in satisfaction of both the lot tree and street tree requirements and 30,100 square feet of landscaped open space (collectively the "Development Program"); 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 Development Program 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, **JAVIER PEDRE/WALLOWAY MEDICAL OFFICES LLC** (the "Owner"), a Florida limited liability company, with the mailing address

of **13060 CAIRO LANE, OPA-LOCKA, FLORIDA, 33054** 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 **JAVIER PEDRE/WALLOWAY MEDICAL OFFICES LLC,** Site Plan, at approximately **13060 CAIRO LANE, OPA-LOCKA, FLORIDA, 33054**, 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 **JAVIER PEDRE/WALLOWAY MEDICAL OFFICES LLC**, Site Plan, at approximately **13060 CAIRO LANE, OPA-LOCKA, FLORIDA, 33054** "Final Site Plan" approved by the City Commission via Resolution No._____

for the Proposed Development which includes the construction of a **concrete batching plant** and **5** parking spaces for office/employee/customer parking, and the planting of **11 Clusia Hedge** and **69 Green Buttonwood** in the office parking area as well as on the property perimeter and **30,100** square feet of landscaped open space in accordance with the **JAVIER PEDRE/WALLOWAY MEDICAL OFFICES LLC** approved site plan as may be amended from time to time.

m. "Governing Body" means the City of Opa-Locka's City Commission.

n. "Initial Term" is thirty (30) years commencing on the Effective Date.

o. "Land" means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land, except as provided herein.

p. "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land in effect as of the Effective Date.

q. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by the City of Opa-Locka affecting the development of land in effect as of the Effective Date, including Opa-Locka's Land Development Regulation Code, the Ordinance 15-31.

r. "Parties" means the City and the Owner, **JAVIER PEDRE/WALLOWAY MEDICAL OFFICES LLC.**

s. "Project" shall mean the **JAVIER PEDRE/WALLOWAY MEDICAL OFFICES LLC** and development of the **3.412** acres Property at **13060 CAIRO LANE, OPA-LOCKA, FLORIDA, 33054,** and identified by Miami-Dade County Tax Folio No **08-2128-003-0620** (the "Property), as described in the plans prepared by **ROBAYNA AND ASSOCIATES INC.,** and dated **November 17th, 2025**, which proposes the construction of a **concrete batching plant** and **5** parking spaces for office/employee/customer parking, and the planting of **11 Clusia Hedge** and **69 Green Buttonwood** in the office parking area as well as on the property perimeter and **30,100** square feet of landscaped open space in accordance with the **JAVIER PEDRE/WALLOWAY MEDICAL OFFICES LLC** approved site plan as may be amended from time to time.

t. "Property" shall mean the parcel of real property defined in the preamble to this Agreement, and legally described in Exhibit "A" hereto.

u. "Public Facilities" means major capital improvements, including, but not limited to transportation, transit, sanitary sewer, solid waste, drainage, potable water, educational facilities, parks and recreational, and health systems and facilities for which the City's Comprehensive Plan sets forth required levels of service.

v. "Resolution" shall mean City of Opa-Locka Resolution Number _____and_____ Approving the Project and this Agreement.

4. Intent. It is the intent of the Owner and the City that this Agreement shall be construed and implemented as a development agreement among the parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3220 through 163,3243, F.S., ("Act"), in compliance with Article V, Section 22-112 of the City of Opa-locka's Land Development Regulation Code, the Ordinance, and the Resolution.

5. Effective Date. Immediately upon approval by the City and execution by all parties, the City shall record, with recording fees paid by the Owner, the Agreement with the clerk of the Circuit Court for Miami-Dade County. This Agreement shall become binding on the Effective Date. Notwithstanding the Effective Date provided herein and required by Section 163.3239, F.S., the City, and the Owner shall act in good faith to carry out the intent of the Agreement upon the Execution Date.

6.Term of Agreement and Binding Effect. This Agreement shall run with the land, remain in full force and effect, and be binding on all parties (including the Owner)

and all persons claiming under it for an Initial Term of thirty (30) years from the Effective Date, and may be extended for one or more Additional Term(s) thereafter by mutual consent of the parties subject to two public hearings pursuant to Section 163.3225, F.S. Consent to any extension or modification of this Agreement requires approval of both parties to this Agreement. No notice of termination shall be required by either party upon the expiration of this Agreement and thereafter the parties hereto shall have no further obligations under this Agreement. The obligations imposed pursuant to this Agreement upon the parties and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and/or assigns.

7. Termination. No notice of termination shall be required by either Party upon the expiration of this agreement and thereafter the Parties hereto shall have no further obligations under this agreement.

8. Expiration / Termination / Default Upon the expiration of the Agreement, the City shall have ability and the rights under its police power to adopt Land Development Regulations not inconsistent with the rights granted hereunder. In the event of termination or default, no further rights under this Agreement shall exist, whether brought under a claim of vested right, estoppel or otherwise.

9. Development Conditions. In accordance with Section 163.3227(c), F.S., the Owner agrees as follows:

a. All impacted Public Facilities shall be adequate to serve the Property at an acceptable level of service prior to the issuance of a Certificate of Occupancy for the Project and shall be served by water and sanitary sewer main extensions as required by the city in accordance with Miami-Dade County permitting requirements.

b. All Public Facility improvements required by the City, by Miami-Dade County, Florida, or voluntarily proposed by the Owner to be installed by Owner shall be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project.

c. All signage shall comply with all city sign code ordinance requirements.

d. Owner will abide by and not deviate from the terms of its graphic and verbal representation submitted to the City Commission in order to receive approval of the Project. Such items include but are not specifically limited to:
    1) Design of all physical structures, water bodies, private and public improvements and
    2) The color and dimensional characteristics of all building materials
    3) All landscaping, loading areas and parking spaces must be provided and maintained as shown on the site plan

e. Owner shall preserve and maintain all buildings and structures consistent with the Project's Final Site Plan, or to cause any tenant of the Property to do so, for the entire period in which the Owner owns or controls at least 51% ownership of the Property, or controls at least 10% of any entity to which this Agreement has been assigned, sold or otherwise transferred. Any new owner must abide by the terms of this Agreement until the expiration of the Term of this Agreement as provided in paragraph 6 above. In the event of a force majeure or in the event of a casualty, the then owner has the option but is not obligated to rebuild, provided that the Property is cleared and maintained in accordance with City Code requirements. It is expressly understood by the Owner that the development of a project that is not substantially in accordance with the Final Site Plan shall require new approvals and be derivative of a Moorish design theme in accordance with City Code requirements. In addition, Owner shall maintain the Property in a manner consistent with Section 14-2 of the City Code. The landscaping and common areas of the Property shall be maintained by the Owner, its successors or assigns, or by a property owners' association pursuant to reciprocal easement agreement(s) ("REAs"), and /or a combination thereof. The entity or entities responsible for such maintenance shall be determined by the Owner at its discretion. Owner shall provide the City with contact information of the entities or persons responsible for maintenance of the Property pursuant to this Paragraph. Any new owner must abide by the terms of this agreement until January 2053.

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. 2024; 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. **JAVIER PEDRE/WALLOWAY MEDICAL OFFICES 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 Development Program:

(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.

Notwithstanding the foregoing, the Parties hereby agree and confirm that the current use of the Property can remain in operation until the Development Program is completed in accordance with Section 9(k) 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. City Attorney City of Opa-locka 780 Fisherman Street Opa-locka, Florida 33054 And 401 North Avenue of the Arts Ft. Lauderdale, FL 33311
If to the Developer at:	Walloway Medical Offices, LLC Attn: Javier Pedre 7890 SW 66 Street South Miami, Florida 33143
With a copy to:	The Riley Law Firm Attn: William W. Riley, Jr., Esq. 16343 SW 256 Street Homestead, Florida 33031

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 andeffect.

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 fromand 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_____, 2026.

Approved for form and legal sufficiency:

City Attorney: _____

JAVIER PEDRE/WALLOWAY MEDICAL OFFICES LLC,., a Florida limited liability company

WITNESS:

Signature

By: _____
Owner/Agent
Title: Manager

Maria I. Pajon
Print Name

Signature

Amanda Espinosa
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 23rd day of April, 2026 by **JAVIER PEDRE** as Manager of **WALLOWAY MEDICAL OFFICES LLC**,, a Florida limited liability company. He is:

___personally known to me, or
___produced identification. Type of identification produced_____.

Notary Public State of Florida
Marlon Gonzalez
My Commission HH 691481
Expires 6/27/2029

Notary Public, State of Florida at Large

Marlon Gonzalez
Print Name

My Commission Expires: 6/27/2029

EXHIBIT A

Legal Description

The East 553.89 feet of Lots 9 and 10, less the East 10 feet and less the East 167 feet of Lot 9, in Block 305, of "NILE GARDENS, SECTIONS I AND SECTION II", according to the Plat thereof, as recorded in Plat Book 31, at Page 42, of the Public Records of Miami-Dade County, Florida.

A/K/A

All that portion of Lots 9 and 10, Block 305, of "NILE GARDENS, SECTIONS I AND SECTION II", according to the Plat thereof, as recorded in Plat Book 31, at Page 42, of the Public Records of Miami-Dade County, Florida, in Section 28, Township 52 South, Range 41 East, Miami-Dade County, Florida, less the East 10 feet for the Right of Way purposes of CAIRO LANE and less the West 102.09 feet thereof and less the East 167.00 feet of the North 160.00 feet.

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_____, 2026.

2. Describe any changes, if any, to the Development Agreement between the City of Opa-Locka, Florida, and **JAVIER PEDRE/WALLOWAY MEDICAL OFFICES LLC**, as approved by the City of Opa-Locka City Commission pursuant to Resolution No._____, passed and adopted on_____, 2026 (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.

PAVING, GRADING AND DRAINAGE
FOR
OPA-LOCKA
CONCRETE BATCH PLANT

SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST
MIAMI-DADE COUNTY, FLORIDA

INDEX OF SHEETS

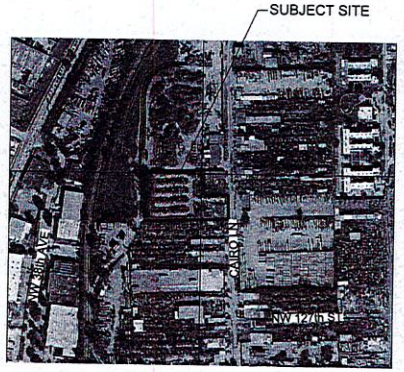
SHEET No.	DESCRIPTION
C-301	COVER SHEET
C-101	SITE PLAN
C-102	TRUCK PATH ANALYSIS
C-302	PAVING, GRADING AND DRAINAGE PLAN
L-0.1	LANDSCAPE PLAN
L-0.2	LANDSCAPE NOTES

LEGEND AND ABBREVIATION:

= FIRE HYDRANT
= WOOD UTILITY POLE
P/L = PROPERTY LINE
R/W = RIGHT OF WAY
℄ = CENTER LINE
= STREET LIGHT
= CHAIN LINK FENCE
= CHAIN LINK FENCE
= OVERHEAD CABLE

ENGINEERING NOTES:

1. ANY APPARENT DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IN WRITING PRIOR TO THE START OF CONSTRUCTION.
2. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES IN THE FIELD. CONTRACTOR SHALL EXERCISE CARE AND CAUTION IN PROTECTING ALL UTILITIES DURING THE COMPLETION OF THIS WORK. IN THE EVENT OF DAMAGE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE APPROPRIATE UTILITY COMPANY. ANY AND ALL COSTS INCURRED DUE TO DAMAGE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. FORTY-EIGHT (48) HOURS BEFORE DIGGING, CALL SUNSHINE, TOLL FREE 811.
3. ALL WORK SHALL MEET THE CITY OF OPA-LOCKA AND MIAMI-DADE PUBLIC WORKS DEPT. REGULATIONS AND STANDARDS.
4. ELEVATIONS SHOWN REFER TO N.G.V.D. (NATIONAL GEODETIC VERTICAL DATUM 1929.)
   NGVD 29 - 1.55' = NAVD 88
5. ALL DRIVING ASPHALTIC CONCRETE SURFACES MUST BE CONSTRUCTED ON A 6 OR 8 INCHES ROCK BASE THAT WILL PRODUCE A C.B.R. VALUE OF NO LESS THAN 25 WHEN COMPACTED TO A MINIMUM FIELD DENSITY OF 95% OF MAX. DENSITY AS DETERMINED BY AASTHO T-180, PRIMED FOR THE ENTIRE AREA TO PROVIDE 12" STABILIZED SUB-BASE.
6. FOR CONSTRUCTION OF CONCRETE PAVING ON SITE REFER TO TYPICAL DETAIL FOR CONCRETE PAVEMENT.
7. BEFORE STARTING ANY FILL OPERATIONS, THE CONTRACTOR SHALL REMOVE ALL EXISTING VEGETATION. ALL AREAS TO BE FILLED SHALL BE FILLED, ROLLED AND COMPACTED PRIOR TO STARTING FILL OPERATIONS, SHALL BE PLACED IN 6" LAYERS NOT TO EXCEED 12" LOOSE MEASURE, AND COMPACTED TO 95% OF MAX. DENSITY AS DETERMINED BY AASTHO T-180. FILL SHALL BE LOCALLY ACCEPTABLE AND SUITABLE FOR FILL PURPOSES. THE TOP 12" OF FILL OR CUT UNDER THE PAVEMENT BASE SHALL BE COMPACTED TO 95% OF MAX. DENSITY AS DETERMINED BY AASHTO T-180.
8. FLOOD CRITERIA ZONE: AH 7 FEET (SOURCE MDC P.W.D. FLOOD CRITERIA MAPS).
9. MONUMENT OR PROPERTY LINE MARKS LOCATED WITHIN THE LIMITS OF CONSTRUCTION SHALL NOT BE DISTURBED.
10. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH THE APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
11. THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWINGS FOR ALL ITEMS SHOWN IN PROJECT PLANS AND LISTED IN PROJECT SPECIFICATIONS.
12. ALL PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE CITY OF OPA-LOCKA P.W.D. STANDARDS.
13. TOPOGRAPHIC INFORMATION WAS OBTAINED FROM THE SURVEY PREPARED BY ESTEBAN ORTIZ. DATED 11-25-2025.



LOCATION MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

THE EAST 553.89 FEET OF LOTS 9 AND 10, LESS THE EAST 10 FEET AND LESS THE EAST 167 FEET OF LOT 9, IN BLOCK 305, OF "NILE GARDENS, SECTIONS I AND SECTION II", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

A/K/A

ALL THAT PORTION OF LOTS 9 AND 10, BLOCK 305, OF "NILE GARDENS, SECTIONS I AND SECTION II", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS THE EAST 10 FEET FOR THE RIGHT OF WAY PURPOSES OF CAIRO LANE AND LESS THE WEST 102.09 FEET THEREOF AND LESS THE EAST 167.00 FEET OF THE NORTH 160.00 FEET.

FOLIO : 08-2128-003-0520
ADDRESS : 13060 CAIRO LANE, OPA-LOCKA, FLORIDA, 33054

DATUM: N.G.V.D. 1929

Sunshine 811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities locations and marked.
Check positive response codes before you dig!

APR 1 0 2026

OSCAR E. ROBAYNA, P.E. 73898 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

FOR THE FIRM

OSCAR ROBAYNA, P.E. 73898
STATE OF FLORIDA

NOT VALID WITHOUT SIGNATURE, DATE AND SEAL

REVISIONS:	DATE:

CERTIFICATION

DESIGNED VET
DRAWN VET
CHECKED OER
SCALE 1" - 30'

ROBAYNA AND ASSOCIATES INC.
ENGINEERS - PLANNERS - SURVEYORS
5723 NW 158th STREET
MIAMI LAKES, FL 33014
PH.(305) 823-9318 E.B. # 3304

DRAWING NAME: COVER SHEET
PROJECT: OPA-LOCKA CONCRETE BATCH PLANT
PREPARED FOR: JAVIER PEDRE

SHEET: C-301
1 OF 2 SHEETS
DATE: 11-17 -2025
PROJ. No: 250208

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4/9/2026

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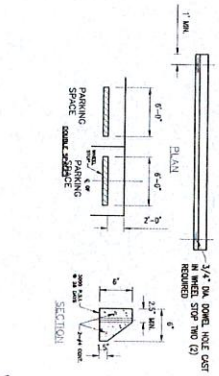
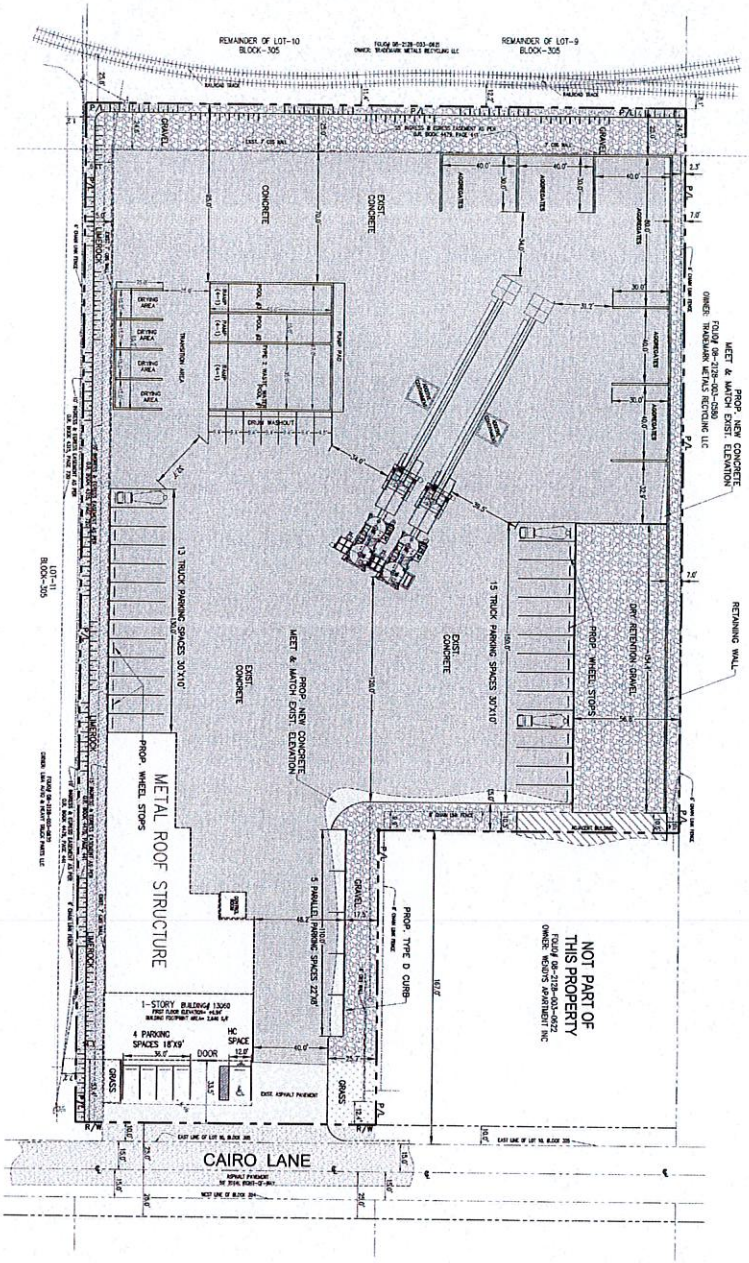
4/9/2026





ZONING I-4 URBAN INDUSTRIAL

SITE DATA

Site Areas	Area-sf	Area-ac	Percent of Gross Area
Gross Site Area	148,934.8	3.419	
Net Site Area	148,079.1	3.399	99%
			100%

Lot Coverage			Lot Coverage
Existing Buildings	2,840	0.065	1.9%
Impervious Area	135,139.1	2.648	77.8%
Pervious Area	30,100.0	0.691	20.3%

Parking Calculations				
Dependent Variable		Ratio	Parking Required	Parking Provided
Building	2,840	1/ 400	8	9
Total			8	9
Truck Spaces		1 to 25		28
Accessible Spaces		1 to 25	1	1
Total				38
Building Setbacks	Required		Provided	
Front			67'/±	
Proposed Concrete Batch Plant Heights				
Front	35'/±		33.5'/±	
Interior Side	0.0'/±		71'/±, 155'/±	
Rear	35.0'/±		25'/±	

SHEET: C-101 1 OF 2 SHEETS	DRAWING NAME: SITE PLAN	ROBAYNA AND ASSOCIATES INC. ENGINEERS - PLANNERS - SURVEYORS 5723 NW 158th STREET MIAMI LAKES, FL 33014 PH.(305) 823-9316 E.B. # 3304	DESIGNED: VET	CERTIFICATION: OSCAR ROBAYNA, P.E. 73696 STATE OF FLORIDA APR 1 0 2026 NOT VALID WITHOUT SIGNATURE, DATE AND SEAL FOR THE FIRM	REVISIONS:	DATE:
DATE: 11-17-2025	PROJECT: OPA-LOCKA CONCRETE BATCH PLANT		DRAWN: VET			
PROJ. No: 250208	PREPARED FOR: JAVIER PEDRE		CHECKED: OER			
			SCALE: 1"=30'			

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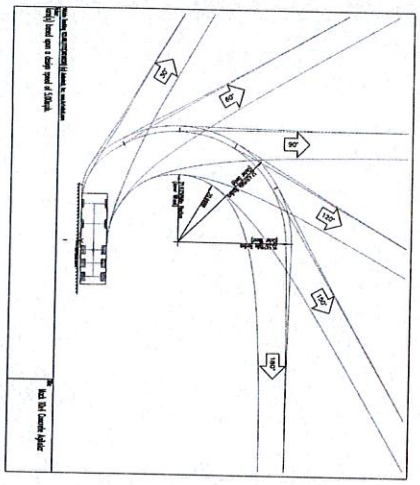
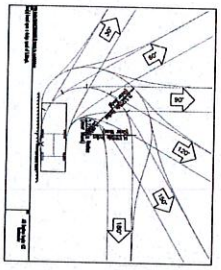
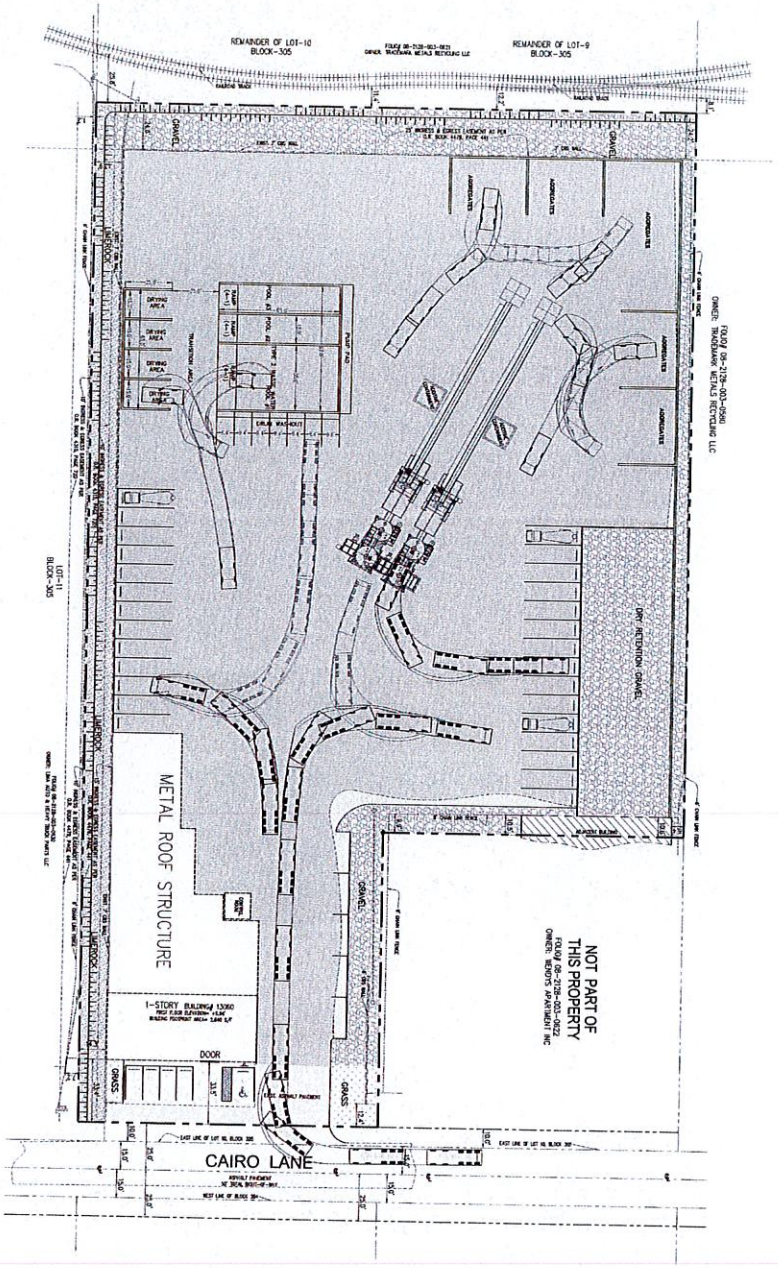


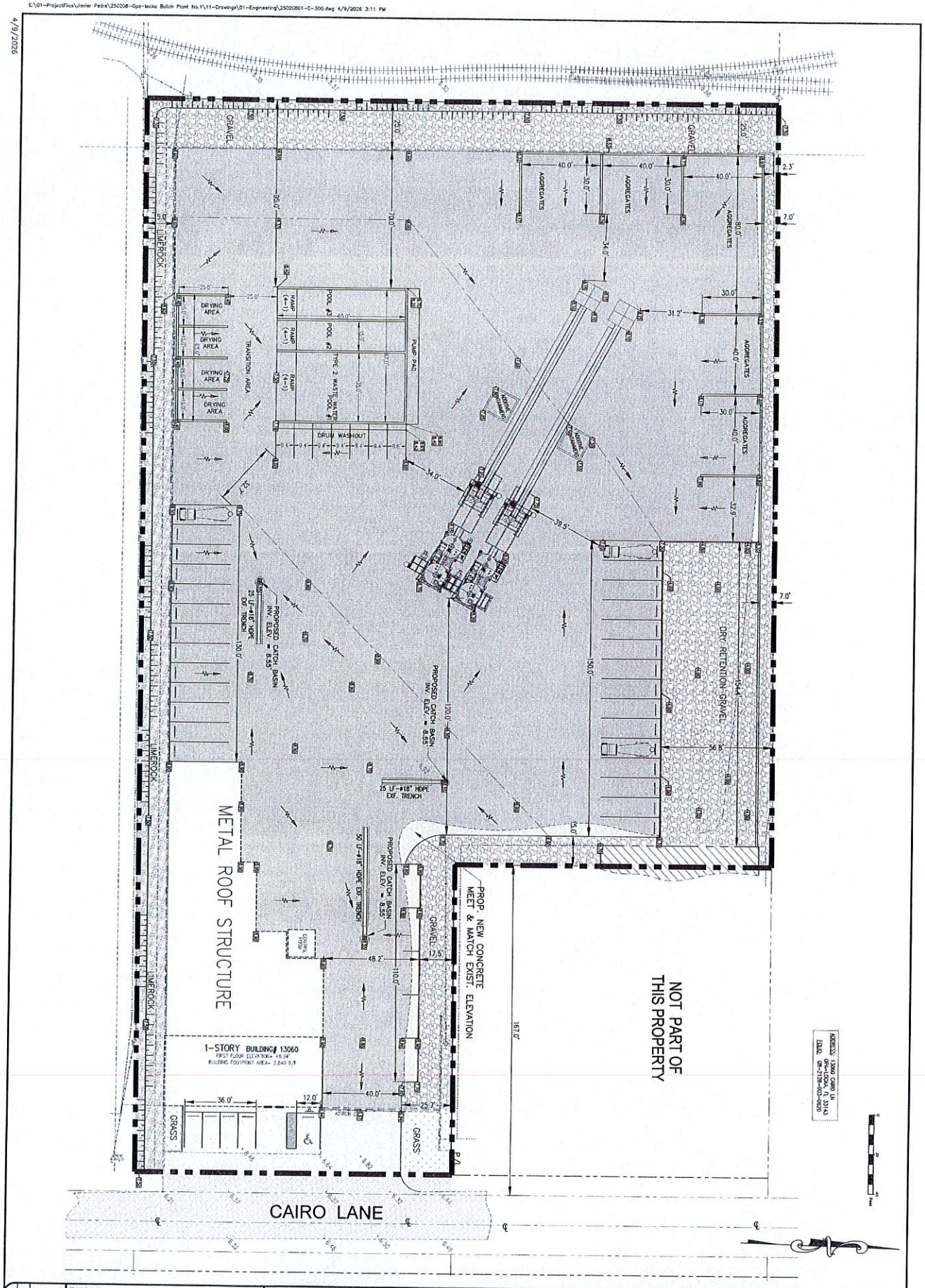




SHEET: C-102 2 OF 2 SHEETS	DRAWING NAME: TRUCK PATH ANALYSIS	ROBAYNA AND ASSOCIATES INC. ENGINEERS - PLANNERS - SURVEYORS 5723 NW 158th STREET MIAMI LAKES, FL 33014 PH.(305) 823-9316 E.B. # 3304	DESIGNED: VET
DATE: 11-17-2025	PROJECT: OPA-LOCKA CONCRETE BATCH PLANT		DRAWN: VET
PROJ. No: 250208	PREPARED FOR: JAVIER PEDRE		CHECKED: OER
			SCALE: 1"=30'

CERTIFICATION: O.E. ROBAYNA LICENSE No 73896 STATE OF FLORIDA PROFESSIONAL ENGINEER
OSCAR ROBAYNA, P.E. 73896
STATE OF FLORIDA
APR 1 6 2026
NOT VALID WITHOUT SIGNATURE, DATE AND SEAL
FOR THE FIRM

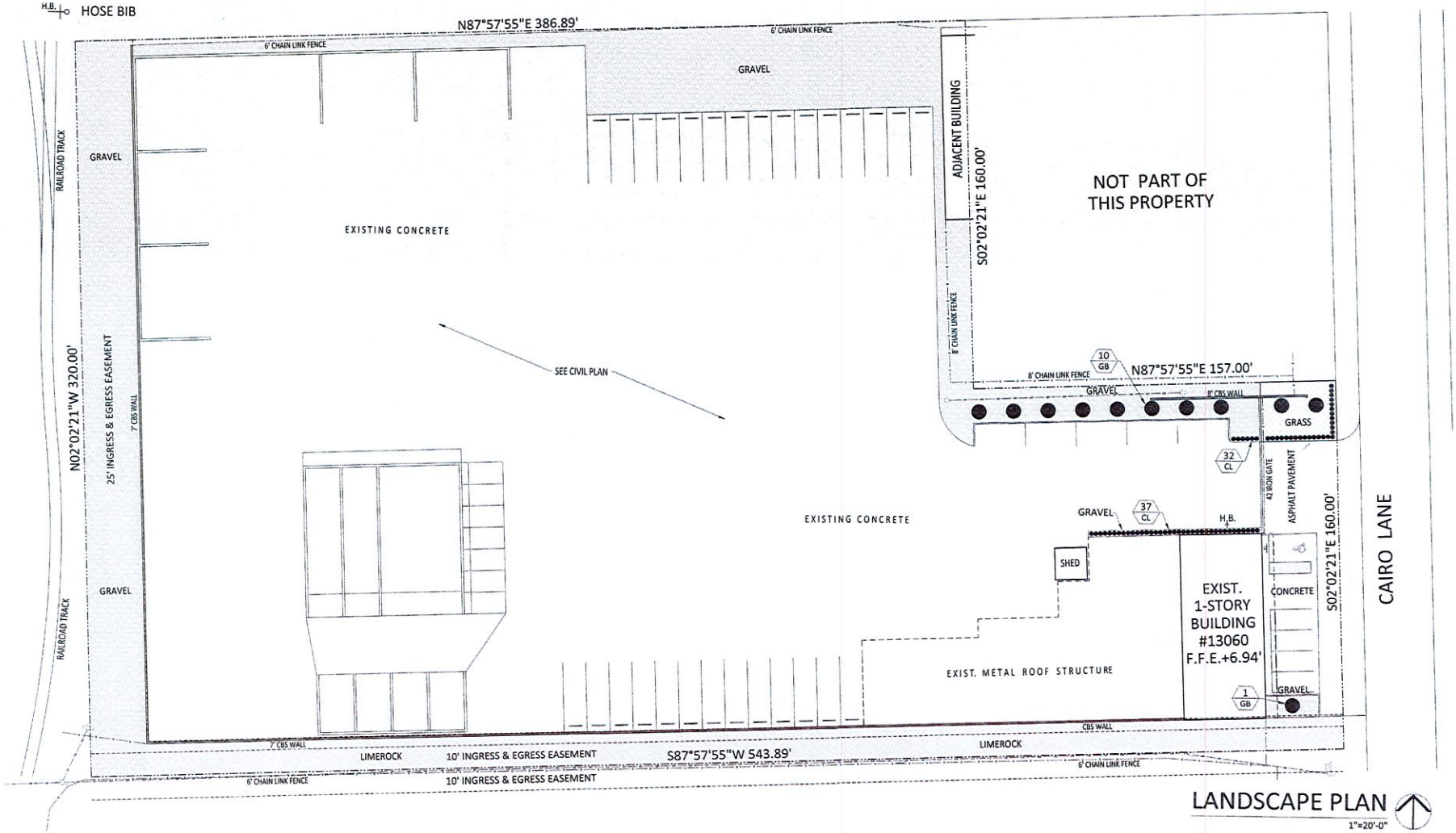
REVISIONS:	DATE:



SHEET: C-302 2 OF 2 SHEETS	DRAWING NAME: PAVING, GRADING AND DRAINAGE PLAN	ROBAYNA AND ASSOCIATES INC. ENGINEERS - PLANNERS - SURVEYORS 5723 NW 158th STREET MIAMI LAKES, FL 33014 PH.(305) 823-9316 E.B. # 3304	DESIGNED: VET	CERTIFICATION: OSCAR ROBAYNA, P.E.#73896 STATE OF FLORIDA APR 1 0 2026 NOT VALID WITHOUT SIGNATURE, DATE AND SEAL FOR THE FIRM	REVISIONS / DATE:
DATE: 11-17-2025	PROJECT: OPA-LOCKA CONCRETE BATCH PLANT		DRAWN: VET		
PROJ. No: 250208	PREPARED FOR: JAVIER PEDRE		CHECKED: OER		
			SCALE: 1"=20'		

LEGEND

- 11 GB — CLUSIA HEDGE 2'-6" HIGH, AT 24" O.C.
- 69 CL — GREEN BUTTONWOOD (FLORIDA NATIVE), 16' HIGH, 2"- 3" CALIPER, 6'-8" SPREAD.
- GRAVEL
- GRASS
- LIMEROCK
- H.B. — HOSE BIB



LANDSCAPE PLAN

1"=20'-0"

J. ANTONIO RODRIGUEZ TELLAHECHE,
Architect
Architecture Planning Design
Arch. Lic. AR93998 /
Interior Design Lic. ID5544
2441 NW 93 Avenue
Doral, Florida 33172
Tel: (786) 260-4265
email: trodriguez@rodtell.com

Project Manager/Designer:
NEIDY MAR PRADO

Issue Dates:

MINTON PARTS
13060 CAIRO LANE,
OPA-LOCKA, FLORIDA 33054

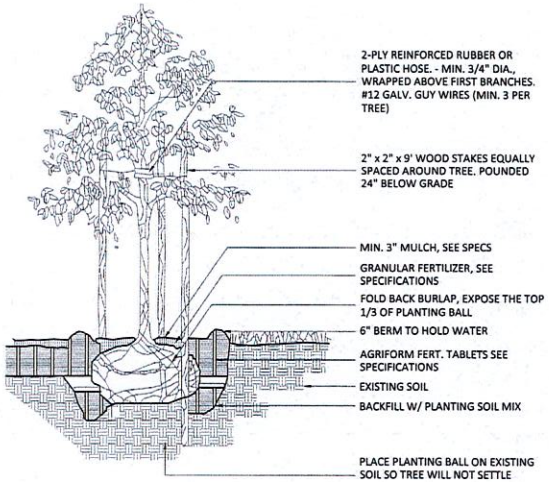
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JUAN ANTONIO RODRIGUEZ TELLAHECHE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENTS ARE NOT CONSIDERED SIGNED AND SEALED, AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

CONFIDENTIAL AND PROPRIETARY

DO NOT MODIFY, DUPLICATE, REPRODUCE, DISCLOSE OR TRANSFER THESE MATERIALS WITHOUT THE EXPRESS WRITTEN PERMISSION OF J. ANTONIO RODRIGUEZ TELLAHECHE, RA

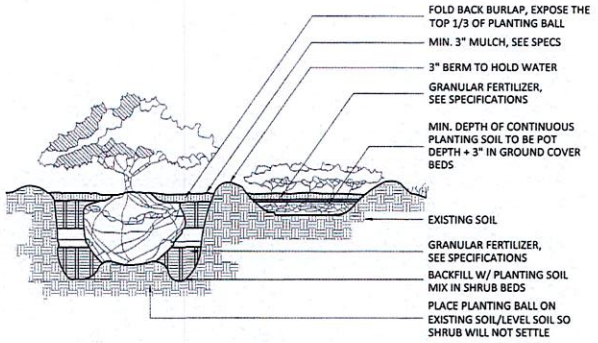
Sheet Title:
LANDSCAPE PLAN

Scale: AS SHOWN
Drawn: N.P.
Checked: T.R.T.
Date: 10/27/2021
Sheet No: L-0.1



TREE PLANTING DETAIL (TYPICAL)

NOT TO SCALE



SHRUB & GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

GENERAL NOTES

1. PLANT QUALITY: ALL PLANT MATERIALS SHALL BE EQUAL TO OR BETTER THAN FLORIDA NO. 1 AS CLASSIFIED BY "GRADES AND STANDARDS FOR NURSERY PLANTS" BY THE DIVISION OF PLANT INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE. PLANT MATERIALS SHALL HAVE A GROWTH HABIT THAT IS NORMAL FOR THE SPECIES; HEALTHY, VIGOROUS, FREE FROM INSECTS, DISEASE AND INJURY.

2. PLANTING SOIL: ALL PLANT MATERIAL WITH THE EXCEPTION OF PALM TREES AND BEACH MATERIAL SHALL BE PLANTED WITH THE FOLLOWING SOIL: 50% SAND AND 50% MUCK. THREE MUST BE A SLIGHT ACID REACTION TO THE SOIL WITH NO EXCESS OF CALCIUM OR CARBONATE. SOIL SHALL BE DELIVERED IN A LOOSE FRIABLE CONDITION. ANY OTHER SOIL MIX MUST BE SUBMITTED TO AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO DELIVERY.

3. FERTILIZER: THE FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING AND SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, BEARING THE MANUFACTURER'S GUARANTEED ANALYSIS.

   FERTILIZER FOR TREES, SHRUBS, CONTAINERIZED GROUNDCOVERS AND VINES SHALL BE AS FOLLOWS:
   a. 5 LBS. FEC 3-24-0 #1308 AS MANUFACTURED BY ATLANTIC-FLORIDA EAST COAST FERTILIZER CO., HOMESTEAD, FLORIDA, AND 2 LBS. FEC 15-8-8 #2500 OR EQUAL PER CUBIC YARD OF PLANTING SOIL.

   b. FERTILIZER FOR GROUND COVER SEEDLING BEDS: BROADCAST 4 LBS. OF THE ABOVE MIX FOR EACH 500 SQUARE FEET OF BED AREA.

   c. FERTILIZER FOR TURF ESTABLISHMENT: BROADCAST 15 LBS. OF FEC 7-11-7 OR EQUAL PER 1,000 SQUARE FEET (650 LBS. PER ACRE).

4. SOD: ALL AREAS DESIGNATED AS "SOD" SHALL BE COVERED WITH ST. AUGUSTINE 'PALMETTO' SOLID SOD LAID OVER A FINELY GRADED, 2" DEEP SOIL BLANKET, FREE OF ROCKS. SOD SHALL BE LAID WITH CLOSE ABUTTING JOINTS AND HAVE A SMOOTH FINISHED APPEARANCE.

5. THE SYSTEM WILL BE DESIGNED TO AVOID OVERSPRAY ONTO PAVED SURFACES AND WILL USE POTABLE WATER.

J. ANTONIO RODRIGUEZ TELLAHECHE,
Architect
Architecture Planning Design
Arch. Lic. AR93998 /
Interior Design Lic. ID5544
2441 NW 93 Avenue
Doral, Florida 33172
Tel: (786) 260-4265
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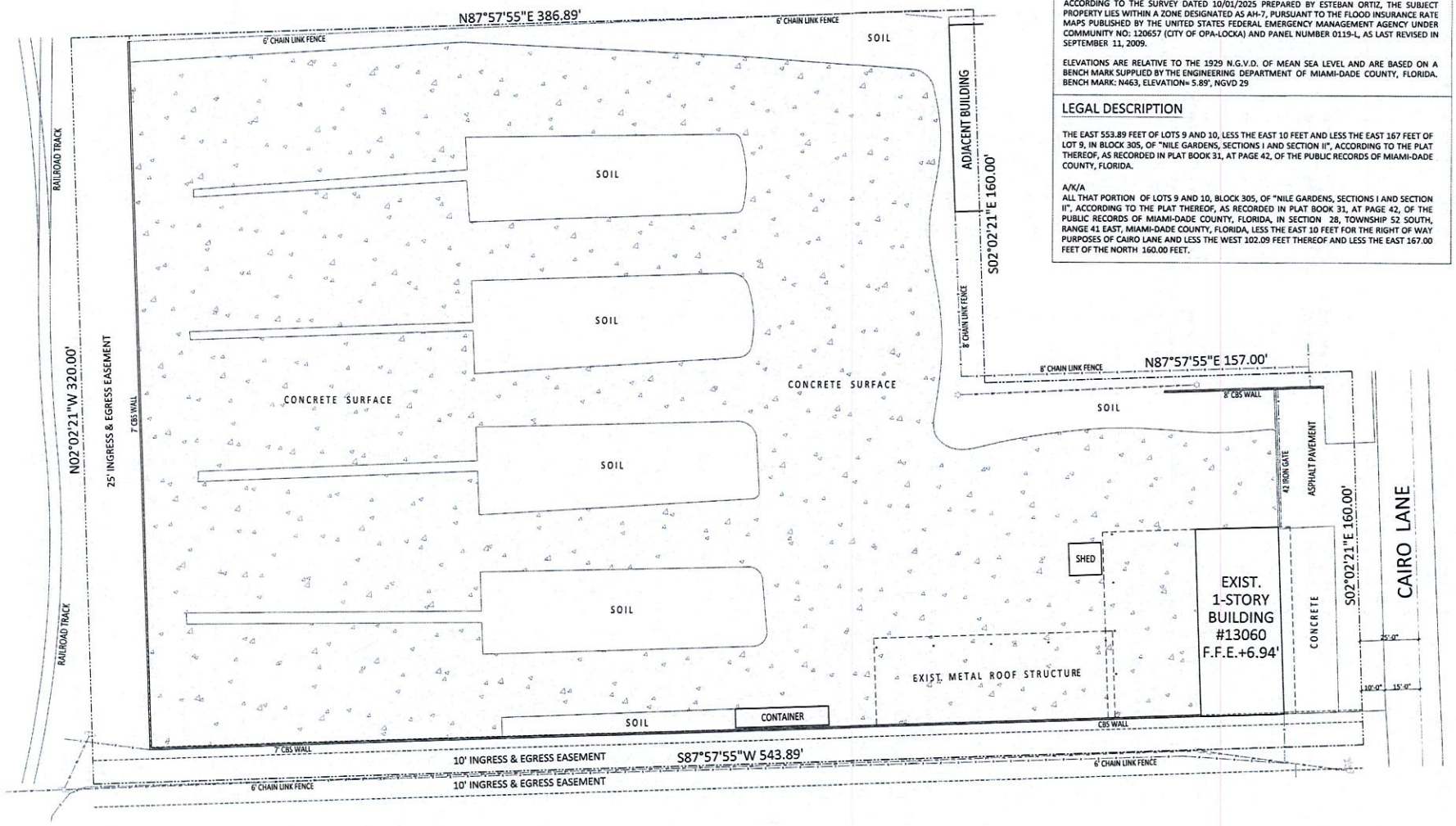
Sheet Title:

LANDSCAPE NOTES

Scale: AS SHOWN
Drawn: N.P.
Checked: T.R.T.
Date: NOVEMBER 14, 2025
Sheet No: L-0.2



BASE FLOOD ELEVATION:

ACCORDING TO THE SURVEY DATED 10/01/2025 PREPARED BY ESTEBAN ORTIZ, THE SUBJECT PROPERTY LIES WITHIN A ZONE DESIGNATED AS AH-7, PURSUANT TO THE FLOOD INSURANCE RATE MAPS PUBLISHED BY THE UNITED STATES FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER COMMUNITY NO: 120657 (CITY OF OPA-LOCKA) AND PANEL NUMBER 0119-L, AS LAST REVISED IN SEPTEMBER 11, 2009.

ELEVATIONS ARE RELATIVE TO THE 1929 N.G.V.D. OF MEAN SEA LEVEL AND ARE BASED ON A BENCH MARK SUPPLIED BY THE ENGINEERING DEPARTMENT OF MIAMI-DADE COUNTY, FLORIDA. BENCH MARK: N463, ELEVATION= 5.89', NGVD 29

LEGAL DESCRIPTION

THE EAST 553.89 FEET OF LOTS 9 AND 10, LESS THE EAST 10 FEET AND LESS THE EAST 167 FEET OF LOT 9, IN BLOCK 305, OF "NILE GARDENS, SECTIONS I AND SECTION II", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

A/K/A
ALL THAT PORTION OF LOTS 9 AND 10, BLOCK 305, OF "NILE GARDENS, SECTIONS I AND SECTION II", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS THE EAST 10 FEET FOR THE RIGHT OF WAY PURPOSES OF CAIRO LANE AND LESS THE WEST 102.09 FEET THEREOF AND LESS THE EAST 167.00 FEET OF THE NORTH 160.00 FEET.

SITE PLAN

1"=20'-0"

J. ANTONIO RODRIGUEZ TELLAHECHE,
Architect
Architecture Planning Design
Arch. Lic. AR92998 /
Interior Design Lic. IDS544
2441 NW 93 Avenue
Doral, Florida 33172
Tel: (786) 260-4265
email: trodriguez@rodtell.com

Project Manager/Designer:
NEIDY MAR PRADO

Issue Dates:

MINTON PARTS
13060 CAIRO LANE,
OPA-LOCKA, FLORIDA 33054

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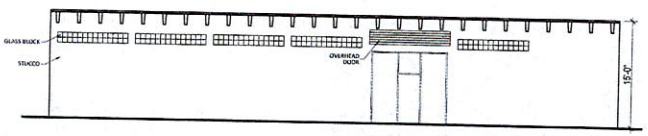
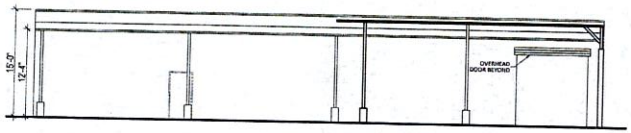
Sheet Title:
SITE PLAN

Scale:	AS SHOWN
Drawn:	N.P.
Checked:	T.R.T.
Date:	NOVEMBER 14, 2025
Sheet No:	A-0.1



EXIST. EAST ELEVATION

1/8"=1'-0"



EXIST. WEST ELEVATION

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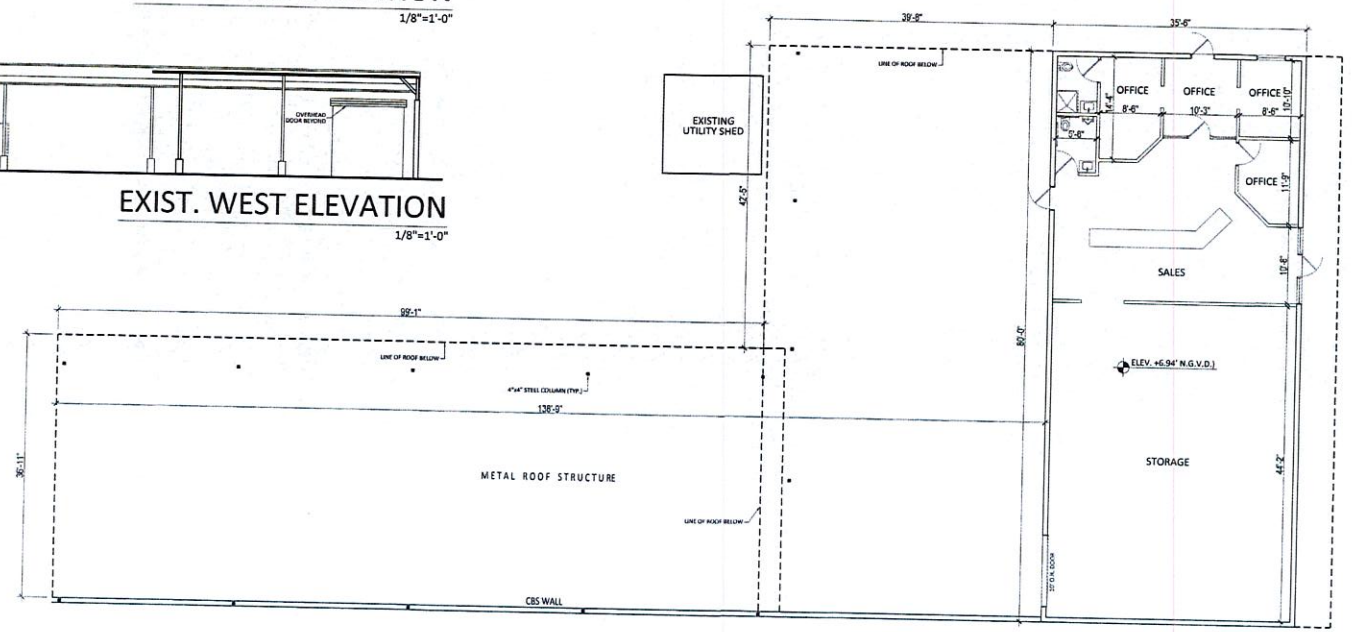
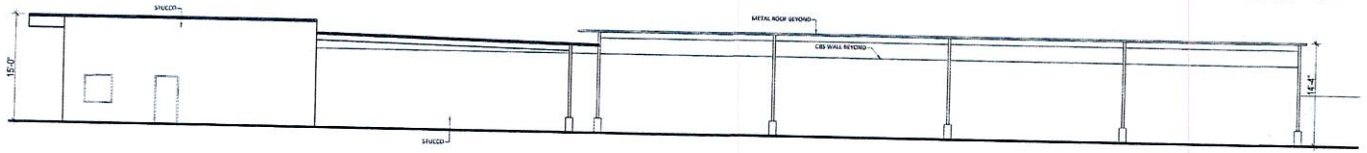


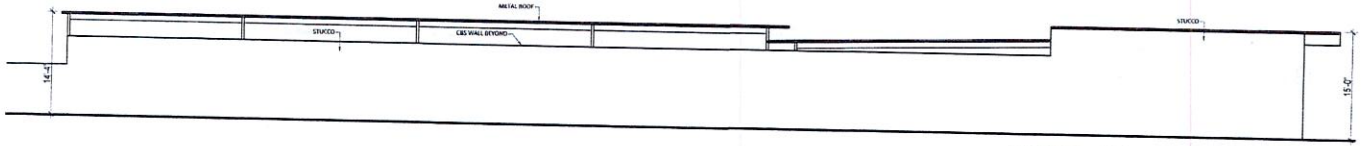
FLOOR PLAN

1/8"=1'-0"



EXIST. NORTH ELEVATION

1/8"=1'-0"



EXIST. SOUTH ELEVATION

1/8"=1'-0"

J. ANTONIO RODRIGUEZ TELLAHECHE,
Architect
Architecture Planning Design
Arch. Lic. AR93998 /
Interior Design Lic. IDS544
2441 NW 93 Avenue
Doral, Florida 33172
Tel: (786) 260-4265
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Sheet Title:

FLOOR PLAN/
ELEVATIONS

Scale: AS SHOWN
Drawn: N.P.
Checked: J.R.T.
Date: NOVEMBER 14, 2023
Sheet No:
A-1.1

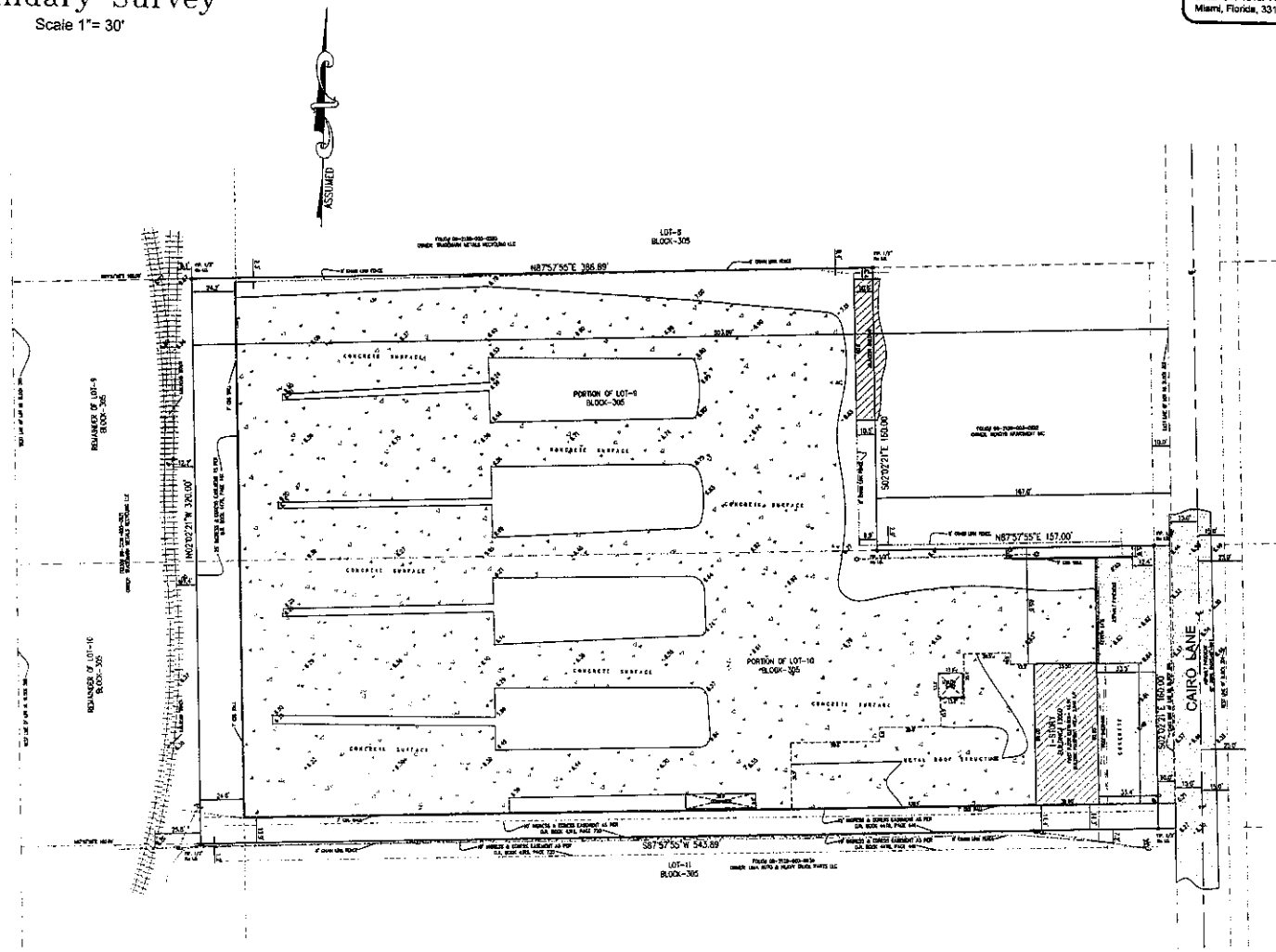
Boundary Survey

Scale 1"= 30'

5102 SW 131st Avenue.
Miami, Florida, 33175

Esteban Ortiz, PLSM
Land Surveyor & Planner

Phone(786)541-4455
email:survey.lq@yahoo.com



PROPERTY ADDRESS: 13060 CAIRO LANE,
OPA-LOCKA, Florida, 33054.
Folio: 08-2128-003-0620

LEGAL DESCRIPTION:
The East 553.89 feet of Lots 9 and 10, less the East 10 feet and less the East 167 feet of Lot 9, In Block 305, of "NILE GARDENS, SECTIONS I AND SECTION II", according to the Plat thereof, as recorded in Plat Book 31, at Page 42, of the Public Records of Miami-Dade County, Florida.

A/K/A

All that portion of Lots 9 and 10, Block 305, of "NILE GARDENS, SECTIONS I AND SECTION II", according to the Plat thereof, as recorded In Plat Book 31, at Page 42, of the Public Records of Miami-Dade County, Florida, in Section 28, Township 52 South, Range 41 East, Miami-Dade County, Florida, less the East 10 feet for the Right of Way purposes of CAIRO LANE and less the West 102.09 feet thereof and less the East 167.00 feet of the North 160.00 feet.

SURVEYOR'S REPORT

LEGAL DESCRIPTION FROM ORIGINAL SURVEY WAS REVISED TO MATCH LEGAL DESCRIPTION AS SHOWN ON MIAMI DADE COUNTY

THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY, THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI COUNTY, FLORIDA.

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN ALONG THE CENTER LINE OF NW 135th STREET ON THE PLAT OF "NILE GARDENS, SECTION I AND SECTION II", PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; WHICH IS, S02°02'21"E.

THE SUBJECT PROPERTY LIES WITHIN A ZONE DESIGNATED AS AH-7, PURSUANT TO THE FLOOD INSURANCE RATE MAPS PUBLISHED BY THE UNITED STATES FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER COMMUNITY NO: 120657 [CITY OF OPA-LOCKA] AND PANEL NUMBER 0119-L, AS LAST REVISED IN SEPTEMBER 11, 2009

-ELEVATIONS ARE RELATIVE TO THE 1929 N.G.V.D. OF MEAN SEA LEVEL AND ARE BASED ON A BENCH MARK SUPPLIED BY THE ENGINEERING DEPARTMENT OF MIAMI-DADE COUNTY, FLORIDA.
BENCH MARK: N463 , ELEVATION=5.89', NGVD 29

THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS VIA NW 135th STREET AND CAIRO LANE, WHICH ARE A PUBLIC DEDICATED RIGHT OF WAY.

Certified to: MINTON PARTS , JAVIER PEDRE

LEGEND AND ABBREVIATIONS

A=Arc Length; AC=Air Conditioner; BC=Block Corner; BM=Bench Mark; BOB=Basis Of Bearings; CB=Catch Basin; Clr=Clear; Conc=Concrete; Dr=Drive; E=East; Elev=Elevation; FD=Found Drill Hole; FI=Found Iron Rod; FFE=Finished Floor Elevation; FH=Fire Hydrant; FIP=Found Iron Pipe; FN=Found Nail; FT=Feet; LB=Licensed Business; LFE=Lowest Floor Elevation; LP=Light Pole; M=North; NGVD 1929=National Geodetic Vertical Datum of 1929; NTS=Not To Scale; OE=Overhead Cables; OH=Over Hang; Plat=Plat Book; PC=Point of Curvature; PCP=Permanent Control Point; PL=Plaster or Property Line; PLS=Professional Land Surveyor; PLSM=Professional Land Surveyor and Mapper; POB=Point Of Beginning; PRM=Permanent Reference Monument; R=Radius; (R)=Recorded Dimension; R/R=Rail Road; R/W=Right Of Way; Sec=Section; T=Tangent; S=South; SIP=Set Iron Pipe With Cap Stamped PLS 5927; UE=Utility Easement; UP=Utility Pole; UTY=UTILITY; W=West; WF=Wood Fence; WM=Water Meter; WV=Water Valve; ℄ = Centerline; ——Chain Link Concrete Wall; °=Degrees; Δ=Central Angle; ø=Diameter; '=Minutes; "=Seconds; ——= Wood Fence

LEGAL NOTES:

This Survey does not reflect or determine ownership. Examination of the Abstract of Title will have to be made to determine Recorded Instruments, if any, affecting the property. The Survey is subject to dedications, limitations, restrictions, reservations or easements of record. Legal Description provided by client. The liability of this Survey is limited to the cost of the Survey. Underground Encroachments, if any, are not shown. The firm has not attempted to locate footing and/or foundations and/or underground improvements of any nature. If shown, Elevations are referred to Horizontal Geodetic Vertical Datum of 1929 (NGVD 1929)

Date of Field Work 10-01-2025
Revised on

Order No. 25-540

Esteban Ortiz, PLSM 5927
Not valid without the signature and the original raised seal of a Florida licensed surveyor and mappers

PLANNING & ZONING BOARD

June 2ND,

2026

CONSTRUCTION/OPERATION: Site Plan

APPLICANT'S REQUEST:

Staff Report

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING 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:

Folio08-2128-003-0620
28-29 52 41 3.42 AC M/L NILE GDNS SEC 1 PB 31-42
E553.89FT OF LOTS 9 & 10 LESS E10FT & LESS E167FT OF LOT 9
BLK 305 LOT SIZE 149120 SQ FT OR 13811-1254 0888 5 COC 22371-0704 06 2004 1

- The subject property is currently owned by WALLOWAY MEDICAL OFFICES, LLC., according to the Miami-Dade County Property appraiser's Office website. The subject Property has for many years been used for a junkyard and used vehicle parts sales and storage business operation. The current property owner has submitted a letter of intent to propose the redevelopment of the site at 13060 Cairo Lane, Opa-locka, FL 3330054 for a Concrete Batch Plant development.

- The property owner proposes the transformation of this historic vehicle junkyard into a new use modern, professionally managed industrial operation which will feature state-of-the-art concrete production equipment, comprehensive environmental controls, and modern operational standards that distinguish it from older concrete batching plants.

- The proposed Concrete Batching Plant will include equipment and infrastructure for concrete production and distribution, including concrete mixers aggregate storage facilities, loading equipment, and associated administrative facilities. This operation will incorporate site improvements encompassing parking area, landscaping features, stormwater management systems, dust control measures, drainage infrastructure and all necessary site amenities to ensure compliance with environmental and operational standards.

- The property owner proposes to develop and repurpose this parcel through site plan and development agreement review in conformance with the requirements of the I-4 Liberal Industrial Storage & Salvage Zoning District. 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 new proposed operation of a Concrete Batching Plant. This new proposed operation will be in full compliance with all applicable requirements of the City's Land Development Regulations, Comprehensive Plan; the Florida Building Code and the requirements of Miami Dade County RER-DERM.

- 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 redevelop the site to accommodate a Concrete Batching Plant for the production and distribution of concrete. This operation will include installation and provisions for concrete mixers, aggregate storage facilities, loading equipment, and associated administrative office facilities. The redevelopment of this site will also incorporate site improvements required by City of Opa-locka Land Development Regulations such as providing adequate parking, adequate landscaping and open space, stormwater management systems, drainage infrastructure, dust control measures and any other amenities necessary to ensure compliance with City, County, State and Federal environmental and operational standards.

Site Computations & Land Development Regulation / Zoning Code	Table 1
Applicant	WALLOWAY MEDICAL OFFICES, LLC.
Folio Number (s)	Opa-locka: 08-2128-003-0620;
Address Location	13060 Cairo Lane, Opa-locka, FL 33054
Building (s) Footprint	**Total Site Area –** 3.42 Acres or 149,120 SF **Office Bldg. & Concrete Batching Plant - Maintain 2,840 SF Office;** **Parking Area –** Provides 9 regular vehicle parking spaces 4-18 X 9 (1 HC Space) And 5 Parallel Parking Spaces (22 X 8) And 28 truck parking spaces 10 X 30 **30,100 Square Feet of Pervious Area /For Green Space (open space) Area –**
Floor Area	Total Approximately 2,840 SF
Zoning	**I-4 – Liberal Industrial, Storage and Salvage**
Zoning Code Consistency	The proposed use of this property for an office and a concrete batching plant and outside storage and parking of their company vehicles is consistent with the I-4 Zoning Code.
Existing Land Use	Industrial
Future Land Use Designation	Industrial

Comprehensive Plan Consistency	- The proposed use for an office and concrete batching plant operation is consistent with the Comprehensive Plan and with the zoning designation of I-4.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article IV Sec. 22-81, Article 22-94, & Article X - Ord. No. 14-16 Sign Regulations		
SET BACKS/ YARD	**REQUIRED**	**PROPOSED**	**COMPLIANCE**
Front Side ~~(East)~~	**15 Feet**	**110'-6"**	**YES**
Rear (West)	**15 Feet**	**27' 3"**	**YES**
Side (North)	**0 Feet**	**170'-1"**	**YES**
Side Public Alley(South)	**7 Feet**	**15'-0"**	**YES**
Lot Coverage	**75%**	**73% (39,166 SF)**	**YES**
Lot Density	**N/A**	**N/A**	**N/A**
Lot Size	**43,560 SF (1.00 Acre)**	**54,000 SF (1.24 Acres)**	**YES**
Lot Width	**N/A**	**N/A**	**N/A**
Building Height	**1 Story or 20 Feet whichever is 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 Friday, May 22nd, 2026. To be advertised at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, June 2nd, 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:

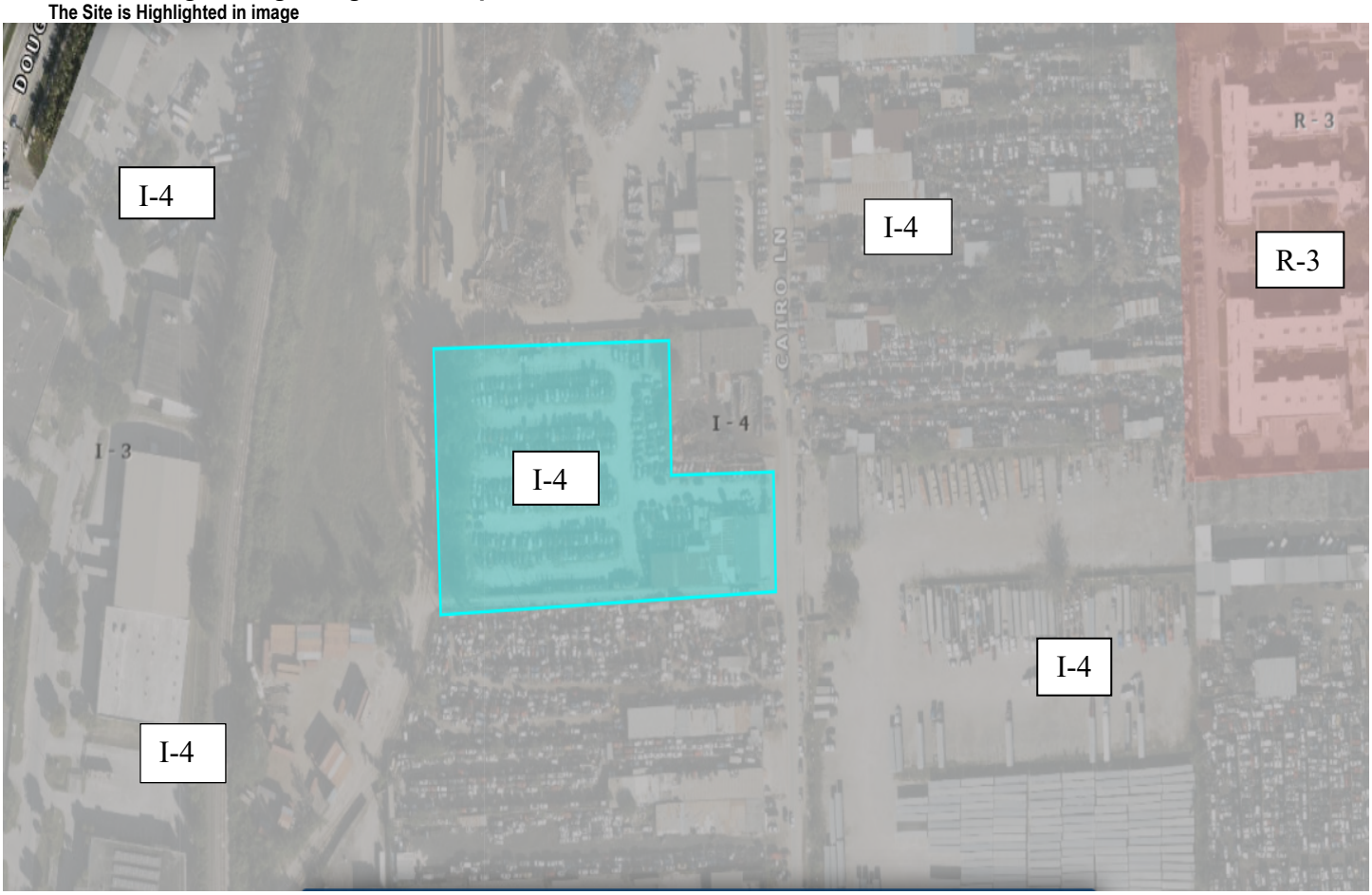
- The Subject Property is bordered on the North by industrial use, bordered on the East and South by industrial uses and bordered on the West by industrial uses, all of which are zoned I-4.
- There are currently no sidewalks that border this property
- The property site is identified by folio 08-2128-003-0620; was previously used for a used vehicle parts sale/junkyard business. 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	Industrial	Industrial	I-4 Liberal Industrial	Storage & Salvage
South	Industrial	Industrial	I-4 Liberal Industrial	Storage & Salvage
East	Industrial	Industrial	I-4 Liberal Industrial	Storage & Salvage
West	Industrial	Industrial	I-4 Liberal Industrial	Storage & Salvage

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? **COMPLIES**
  - **Findings:**
    - The proposed development use 'Office and concrete batching plant 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/walls constructed on property perimeters shall comply with the requirements of the City Land Development Regulations. Fences/walls 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 has walls and fencing as provided through the site plan.
    -

- **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-4 (Liberal Industrial Storage & Salvage:** Project Specific: *Office and concrete batching plant and office and company vehicle parking.*

COMPLIES

  - **Findings:**
    - According to the City's Land Development Regulation/ Zoning Code I-4 (Liberal Industrial Storage & Salvage.) allows for an Office and concrete batching and parking for employees and company 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) April 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
City Planner	Naomie Payen	
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. 2026-06-2-01,

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE SITE PLAN APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 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: 06-2-2026

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 2nd day of June, 2026.

_____

Chairperson or Designee

The Following changes/recommendations are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed concrete batching plant site plan review with parking, landscaping and drainage improvements.

FOLIO	SITE ADDRESS	CITY	ZIP CODE
0821290000000	Null	Opa-locka	33054-0000
0821290000000	3805 NW 132 ST	Opa-locka	33054-0000
0821280000000	12765 CAIRO LN	Opa-locka	33054-0000
0821280000000	13060 CAIRO LN	Opa-locka	33054-0000
0821280000000	12770 CAIRO LN	Opa-locka	33054-0000
0821280000000	Null	Opa-locka	33054-0000
0821290000000	13015 NW 38 AVE	Opa-locka	33054-0000
0821280000000	13125 CAIRO LN	Opa-locka	33054-0000
0821280000000	Null	Opa-locka	33054-0000
0821280000000	12790 CAIRO LN	Opa-locka	33054-0000

0821280000000	13205 CAIRO LN	Opa-locka	33054-0000
0821280000000	13050 CAIRO LN	Opa-locka	33054-0000
0821280000000	12760 CAIRO LN	Opa-locka	33054-0000
0821290000000	13165 NW 38 AVE	Opa-locka	33054-0000
0821280000000	13065 CAIRO LN	Opa-locka	33054-0000
0821280000000	13070 CAIRO LN	Opa-locka	33054-0000
0821280000000	Null	Opa-locka	33054-0000
0821290000000	13195 NW 38 AVE	Opa-locka	33054-0000
0821280000000	13200 CAIRO LN	Opa-locka	33054-0000
0821280000000	13175 CAIRO LN	Opa-locka	33054-0000
0821290000000	13165 NW 38 AVE	Opa-locka	33054-0000

0821290000000	Null	Opa-locka	33054-0000
0821280000000	13045 CAIRO LN	Opa-locka	33054-0000
0821280000000	12780 CAIRO LN	Opa-locka	33054-0000

DESCRIPTION	LOT SIZE	YEAR BUILT
VACANT LAND - INDUSTRIAL : VACANT LAND	35284	0
WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	198198	2017
VACANT LAND - INDUSTRIAL : EXTRA FEA OTHER THAN PARKING	52925	0
HEAVY INDUSTRIAL : HEAVY IND OR LUMBER YARD	149120	1975
OPEN STORAGE : WAREHOUSE OR STORAGE	104980	1992
VACANT LAND - INDUSTRIAL : VACANT LAND	220370	0
LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	101679	1982
WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	103360	1967
PARKING LOT/MOBILE HOME PARK : PARKING LOT	103237	0
OPEN STORAGE : WAREHOUSE OR STORAGE	52490	1991

OPEN STORAGE : WAREHOUSE OR STORAGE	94525	1974
VACANT LAND - INDUSTRIAL : VACANT LAND	87052	0
OPEN STORAGE : WAREHOUSE OR STORAGE	104980	1989
WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	29437	2011
OPEN STORAGE : WAREHOUSE OR STORAGE	103357	1965
HEAVY INDUSTRIAL : HEAVY IND OR LUMBER YARD	25120	1973
VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL	91250	0
WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	42253	1982
WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	409464	1967
REPAIR SHOP/NON AUTOMOTIVE : RETAIL OUTLET	94525	1977
LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	43560	1981

VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL	459475	0
OFFICE BUILDING - ONE STORY : OFFICE BUILDING	416674	1973
OPEN STORAGE : WAREHOUSE OR STORAGE	52490	1990

LEGAL DESCRIPTION
29 52 41 .81 AC M/L BEG SE COR OF NE1/4 OF NE1/4 N ALG E/L OF SEC 463.59FT SWLY ALG ELY R/W/L OF SAL RR 488.62FT E ALG S/L OF NE1/4 OF NE1/4 151.50FT TO POB LOT SIZE 35284 SQUARE FEET COC 25259-1655 12 2006 6
LEJEUNE-DOUGLAS IND PARK PB 115-99 LOT 1 BLK 2 LOT SIZE 198198 SQ FT OR 18686-4438 0699 1 COC 23843-2531 09 2005 1
28 52 41 1.215 AC NILE GARDENS SEC 1 PB 31-42 N1/2 OF LOT 14 BLK 304 OR 18577-3637 0499 4
28-29 52 41 3.42 AC M/L NILE GDNS SEC 1 PB 31-42 E553.89FT OF LOTS 9 & 10 LESS E10FT & LESS E167FT OF LOT 9 BLK 305 LOT SIZE 149120 SQ FT OR 13811-1254 0888 5 COC 22371-0704 06 2004 1
28 52 41 2.41 AC NILE GARDENS SEC 1 PB 31-42 LOT 13 BLK 305 OR 12737-0914 0885 1 COC 23959-1640 11 2005 4
28-29 52 41 5.059 AC NILE GARDENS SEC 1 PB 31-42 THAT PART OF LOTS 11-12-13-14-15-16 IN SEC 28 52 41 BLK 305 OR 21049-4662 0203 6
LEJEUNE-DOUGLAS IND PK PB 115-99 LOTS 5 & 6 BLK 2 LOT SIZE 101679 SQ FT M/L
28-29 52 41 2.38 AC M/L NILE GARDENS SEC 1 PB 31-42 LOT 8 LESS W10FT BLK 304 LOT SIZE 103360 SQUARE FEET
28-29 52 41 2.37AC NILE GDNS SEC 1 PB 31-42 LOT 11 LESS E10FT FOR ST IN SEC 28 BLK 305 OR 14537-2427 0490 5 COC 23583-2128 06 2005 4
28 52 41 1.205 AC NILE GARDENS SEC 1 PB 31-42 N1/2 OF E655.98FT OF LOT 12 BLK 305 F/A/U 08-2128-003-0640 OR 15531-0735 0592 4

28-29 52 41 2.17 AC NILE GARDENS SEC 1 PB 31-42 S128FT OF LOT 6 & N16FT OF LOT 7 BLK 304 LOT SIZE 94525 SQ FT OR 17113-4120 0296 4
28-29 52 41 2 AC NILE GDNS SEC 1 PB 31-42 LOTS 9 & 10 LESS E553.89FT BLK 305 LOT SIZE IRREGULAR OR 19450-4622 0101 4 (3)
28 52 41 2.41 AC NILE GARDENS SEC 1 PB 31-42 LOT 14 BLK 305 OR 17692-0522 0697 6 COC 23636-3375 07 2005 1
LEJEUNE DOUGLAS IND PK PB 115-99 LOT 4 BLK 2 LOT SIZE 29437 SQ FT M/L FAU 08 2129 010 0120 OR 25177-1342 1206 1
28-29 53 41 2.37 AC M/L NILE GARDENS SEC 1 PB 31-42 LOT 9 LESS W10FT BLK 304 LOT SIZE 103357 SQ FT OR 9775-2055
28-29 52 41 .58 AC M/L NILE GDNS SEC 1 PB 31-42 E167FT OF LOT 9 LESS E10FT BLK 305 LOT SIZE 25120 SQ FT FAU 08-2128-003-0620 COC 23583-2132 06 2005 4
28 52 41 2.095 AC M/L 100FT S A L R/W THRU NW1/4-NW1/4 FORMERLY SEABOARD COASTLINE RR CO COMPTROLLER DOT PER OR 13675-3540 0588 3
LEJEUNE-DOUGLAS IND PARK PB 115-99 LOT 2 BLK 2 LOT SIZE 42253 SQ FT OR 13440-3826 0887 1
28-29 52 41 9.40 AC NILE GDNS SEC 1 PB 31-42 LOTS 5 THRU 8 BLK 305 LOT SIZE 409464 SQUARE FEET OR 19450-4622 0101 4 (3)
28-29 52 41 2.17 AC NILE GARDENS SEC 1 PB 31-42 S144FT OF LOT 7 BLK 304 LOT SIZE 94525 SQUARE FEET OR 13957-2335 1188 4
LEJEUNE-DOUGLAS IND PARK PB 115-99 LOT 3 BLK 2 LOT SIZE 43560 SQ FT OR 14665-628 0890 3 COC 25299-3889 01 2007 5

29 52 41 10.548/ AC M/L 100FT S A L R/W THRU SECTION FORMERLY SEABOARD COASTLINE RR CO COMPTROLLER DOT PER OR 13675-3540-0588 3
28-29 52 41 9.57 AC M/L LOTS 10-11 LESS W10FT & LOTS 12-13 BLK 304 PER UNITY OF TITLE OR# 32222-291 LOT SIZE 416674 SQ FT M/L
28 52 41 1.205 AC NILE GARDENS SEC 1 PB 31-42 S1/2 OF E655.98FT OF LOT 12 BLK 305 OR 20095-0758 1201 4

Received:
By:
Date:

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2025-2026

TOTAL FEES: $_____ New Fees as of October 1, 2015

FY 2024-2025 Meeting Dates (1st Tuesday of Each Month)	**Date Application Found Sufficient**
October 7, 2025	August 22, 2025
November 4, 2025	September 19, 2025
December 2, 2025	October 17, 2025
January 6, 2026	November 21, 2025
February 3, 2026	December 19, 2025
March 3, 2026	January 16, 2026
April 7, 2026	February 20, 2026
May 5, 2026	March 20, 2026
June 2, 2026	April 17, 2026
July 7, 2026	May 15, 2026
August 4, 2026	June 19, 2026
September 1, 2026	July 17, 2026

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.

2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.

3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*

4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.

5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

   City of Opa-locka
   Planning & Community Development Department
   780 Fishermen Street 4th floor
   Opa-locka, FL 33054
   Telephone: 305-953-2868, Ext. 1504
   Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: WALLOWAY MEDICAL OFFICES LLC

PROPERTY OWNER'S ADDRESS: 13060 CAIRO LN, OPA LOCKA, FL 33054
Number/Street City State/Zip Code

APPLICANT'S NAME: JAVIER PEDRE

APPLICANT'S ADDRESS: 7890 SW 66 ST, SOUTH MIAMI, FL 33143
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 786-853-4750 HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: 13060 CAIRO LN, OPA LOCKA, FL 33054
Number/Street

TAX FOLIO NUMBER: 08-2128-003-0620 PRESENT ZONING: I-4 LIBERAL INDUSTRIAL STORAGE AND SALVAGE

LEGAL DESCRIPTION: PLEASE SEE EXHIBIT 1

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
X 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 **(pages 3 & 4) (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/development site, 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 500' radius of said parcel or development site. 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 (LOI) must be submitted with application

AFFIDAVIT

I, JAVIER PEDRE, 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

04/23/ 2026
_____
Date

Sworn to and subscribed before me:

This 23 day of April, 2026

_____
Notary Public
Attach copy of identification

My commission expires 06/27/2029

Notary Public State of Florida
Marlon Gonzalez
My Commission HH 691481
Expires 6/27/2029

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: WALLOWAY MEDICAL OFFICES LLC

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I JAVIER PEDRE, being first duly sworn, depose and say that I am the owner of the property legally described as:

FOLIO NO. 08-2128-003-0620 LOCATED AT 13060 CAIRO LN, OPA-LOCKA, FL 33054

I do give to OSCAR E. ROBAYNA 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 OSCAR E. ROBAYNA 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

04/23/2026
Date

Sworn to and subscribed before me:

This 23 day of April, 2026

Notary Public

My commission expires: 06/27/2029

Notary Public State of Florida
Marlon Gonzalez
My Commission HH 691481
Expires 6/27/2029

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS:_____

LEGAL DESCRIPTION:_____

_____

_____

_____

I SUPPORT THIS DEVELOPMENT REQUEST _____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: _____PHONE:_____

ADDRESS (If different): _____

_____

Signature

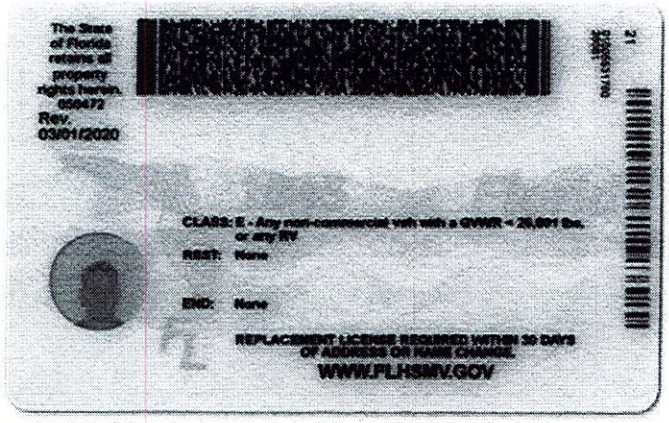
Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

EXHIBIT 1
LEGAL DESCRIPTION

The East 553.89 feet of Lots 9 and 10, less the East 10 feet and less the East 167 feet of Lot 9, in Block 305, of "NILE GARDENS, SECTIONS I AND SECTION II", according to the Plat thereof, as recorded in Plat Book 31, at Page 42, of the Public Records of Miami-Dade County, Florida.

A/K/A

All that portion of Lots 9 and 10, Block 305, of "NILE GARDENS, SECTIONS I AND SECTION II", according to the Plat thereof, as recorded in Plat Book 31, at Page 42, of the Public Records of Miami-Dade County, Florida, in Section 28, Township 52 South, Range 41 East, Miami-Dade County, Florida, less the East 10 feet for the Right of Way purposes of CAIRO LANE and less the West 102.09 feet thereof and less the East 167.00 feet of the North 160.00 feet.


The State of Florida retains all property rights herein.
050472
Rev. 03/01/2020
CLASS: E - Any non-commercial veh with a GVWR < 26,001 lbs, or any RV
REST: None
END: None
REPLACEMENT LICENSE REQUIRED WITHIN 30 DAYS OF ADDRESS OR NAME CHANGE
WWW.FLHSMV.GOV

Florida
DRIVER LICENSE
SOUTH MIAMI FL 33143-2715
SEX M
05/04/2034
5'-07"
NONE
NONE
SAFE DRIVER
03/11/2026

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
WALLOWAY MEDICAL OFFICES LLC

Filing Information

Document Number	L20000038524
FEI/EIN Number	84-4665839
Date Filed	02/03/2020
Effective Date	01/31/2020
State	FL
Status	ACTIVE

Principal Address

13060 Cairo Ln
Opa Locka, FL 33054

Changed: 01/13/2026

Mailing Address

7890 SW 66 ST
South Miami, FL 33143

Changed: 01/23/2025

Registered Agent Name & Address

PEDRE, JAVIER
7890 SW 66 ST
South Miami, FL 33143

Address Changed: 01/23/2025

Authorized Person(s) Detail

Name & Address

Title MGRM

PEDRE, YANIA
7890 SW 66 ST
South Miami, FL 33143

Title MGRM

PEDRE, JAVIER
7890 SW 66 ST
South Miami, FL 33143

Annual Reports

Report Year	Filed Date
2024	03/18/2024
2025	01/23/2025
2026	01/13/2026

Document Images

01/13/2026 -- ANNUAL REPORT	View image in PDF format
01/23/2025 -- ANNUAL REPORT	View image in PDF format
03/18/2024 -- ANNUAL REPORT	View image in PDF format
03/29/2023 -- ANNUAL REPORT	View image in PDF format
03/29/2022 -- ANNUAL REPORT	View image in PDF format
04/06/2021 -- ANNUAL REPORT	View image in PDF format
02/03/2020 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

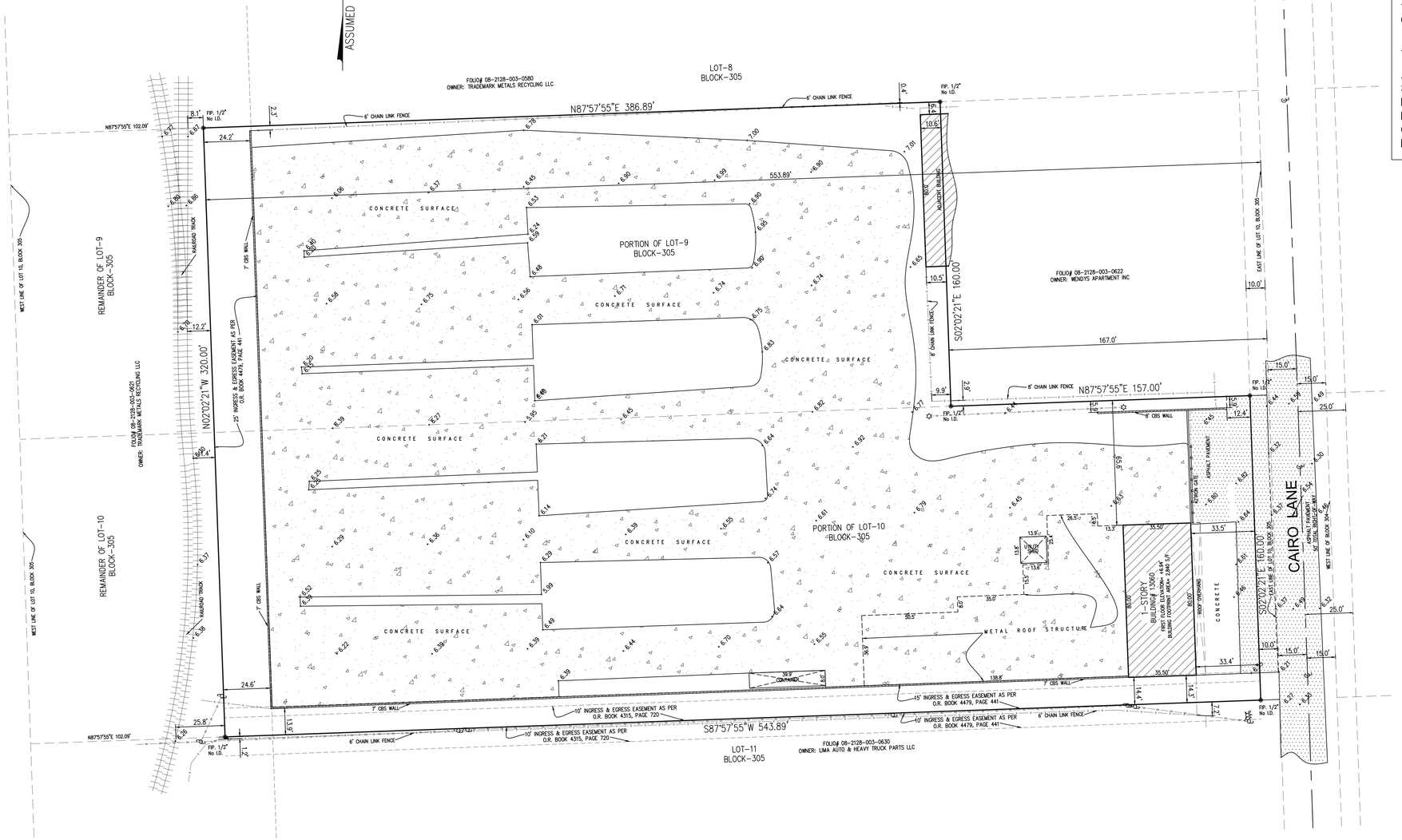
Boundary Survey

Scale 1"= 30'

5102 SW 131st Avenue,
Miami, Florida, 33175

Esteban Ortiz, PLSM
Land Surveyor & Planner

Phone(786)541-4455
email:survey.ig@yahoo.com



PROPERTY ADDRESS: 13060 CAIRO LANE,
OPA-LOCKA, Florida, 33054.
Folio: 08-2128-003-0620

LEGAL DESCRIPTION:
The East 553.89 feet of Lots 9 and 10, less the East 10 feet and less the East 167 feet of Lot 9, in Block 305, of "NILE GARDENS, SECTIONS I AND SECTION II", according to the Plat thereof, as recorded in Plat Book 31, at Page 42, of the Public Records of Miami-Dade County, Florida.

A/K/A

All that portion of Lots 9 and 10, Block 305, of "NILE GARDENS, SECTIONS I AND SECTION II", according to the Plat thereof, as recorded in Plat Book 31, at Page 42, of the Public Records of Miami-Dade County, Florida, in Section 28, Township 52 South, Range 41 East, Miami-Dade County, Florida, less the East 10 feet for the Right of Way purposes of CAIRO LANE and less the West 102.09 feet thereof and less the East 167.00 feet of the North 160.00 feet.

SURVEYOR'S REPORT

LEGAL DESCRIPTION FROM ORIGINAL SURVEY WAS REVISED TO MATCH LEGAL DESCRIPTION AS SHOWN ON MIAMI DADE COUNTY

THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY, THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI COUNTY, FLORIDA.

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN ALONG THE CENTER LINE OF NW 135th STREET ON THE PLAT OF "NILE GARDENS, SECTION I AND SECTION II", PLAT BOOK 31, AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; WHICH IS, S02°02'21"E.

THE SUBJECT PROPERTY LIES WITHIN A ZONE DESIGNATED AS **AH-7**, PURSUANT TO THE FLOOD INSURANCE RATE MAPS PUBLISHED BY THE UNITED STATES FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER COMMUNITY NO: 120657 (CITY OF OPA-LOCKA) AND PANEL NUMBER 0119-L, AS LAST REVISED IN SEPTEMBER 11, 2009.

-ELEVATIONS ARE RELATIVE TO THE 1929 N.G.V.D. OF MEAN SEA LEVEL AND ARE BASED ON A BENCH MARK SUPPLIED BY THE ENGINEERING DEPARTMENT OF MIAMI-DADE COUNTY, FLORIDA.
BENCH MARK : N463 , ELEVATION=5.89', NGVD 29

THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS VIA NW 135th STREET AND CAIRO LANE, WHICH ARE A PUBLIC DEDICATED RIGHT OF WAY.

Certified to: MINTON PARTS , JAVIER PEDRE

ESTEBAN ORTIZ

Digitally signed by ESTEBAN ORTIZ
Date: 2025.11.25 20:35:19 -05'00'

ESTEBAN ORTIZ CERTIFICATE No. 5927 STATE OF FLORIDA Professional Land Surveyor

LEGEND AND ABBREVIATIONS

A=Arc Length; AC=Air Conditioner; BC=Block Corner; BM=Bench Mark; BOB=Basis Of Bearings; CB=Catch Basin; Cl=Clear;Conc=Concrete; Dr=Drive; E=East; Elev=Elevation; FDH=Found Drill Hole; FIR=Found Iron Rod; FFE=Finished Floor Elevation;FH=Fire Hydrant; FIP=Found Iron Pipe; FN=Found Nail; FT=Feet; LB=Licensed Business; LFE=Lowest Floor Elevation; LP=Light Pole; N=North; NGVD 1929=National Geodetic Vertical Datum of 1929; NTS=Not To Scale;OE=Overhead Cables; OH=Over Hang; Pb=Plat Book;PC=Point of Curvature; PCP=Permanent Control Point; PL=Planter or Property Line; PLS=Professional Land Surveyor; PLSM=Professional Land Surveyor and Mapper; POB=Point Of Beginning;PRM=Permanent Reference Monument; R=Radius; (R)=Recorded Dimension; R/R=Rail Road; R/W=Right OfWay; Sec=Section; T=Tangent; S=South;SIP=Set Iron Pipe With Cap Stamped PLS 5927; UE=Utility Easement;UP=Utility Pole; UTY=Utility;W=West; WF=Wood Fence; WM=Water Meter; WV=Water Valve; ℄ = Centerline; -·-·-=Chain Link; ▨= Concrete Wall; ° =Degrees; Δ=Central Angle; ø=Diameter; ' =Minutes; " =Seconds; ⫽⫽ = Wood Fence

LEGAL NOTES:

This Survey does not reflect or determine ownership; Examination of the Abstract of Title will have to be made to determine Recorded Instruments, if any, affecting the property; This Survey is subject to dedications, limitations, restrictions, reservations or easements of rec.; Legal Description provided by client; The Liability of this Survey is limited to the cost of the Survey; Underground Encroachments, if any, are not shown; This firm has not attempted to locate footing and/or foundations and/or underground improvements of any nature; If shown, Bearings are referred to an Assumed Meridian; If shown, Elevations are referred to National Geodetic Vertical Datum of 1929 (NGVD 1929)

Date of Field Work 10-01-2025
Revised on

Order No. 25-540

Esteban Ortiz, PLSM 5927
Not valid without the signature and the original raised seal of a Florida licensed surveyor and mappers

ROBAYNA
AND ASSOCIATES INC.

5723 NW 158 Street
Miami Lakes, FL 33014
T 305-823-9316

Date: 04/10/2026

City of Opa-Locka
Planning & Community Development Department
780 Fishermen Street, 4th Floor
Opa-Locka, FL 33054

Subject: Letter of Intent for Planning and Zoning Board Application
WALLOWAY MEDICAL OFFICES LLC
13060 Cairo Lane
Opa-Locka, FL 33054

Dear Planning & Zoning Board Members:

Javier Pedre, on behalf of WALLOWAY MEDICAL OFFICES LLC, hereby respectfully submits this Letter of Intent (LOI) for the Final Site Plan Review of the proposed Concrete Batch Plant development to be located at 13060 Cairo Lane, Opa-Locka, FL 33054 (Tax Folio No. 08-2128-003-0620). The proposed project represents a significant redevelopment of the existing junkyard facility into a modern, professionally managed industrial operation featuring state-of-the-art concrete production equipment, comprehensive environmental controls, and modern operational standards that distinguish it from older concrete batching plants currently operating within the City. This submission is made in accordance with the requirements of the City of Opa-Locka Planning & Zoning Board and pursuant to Ordinance 15-31 (Land Development Regulations).

Project Description: The proposed Concrete Batch Plant will include equipment and infrastructure for concrete production and distribution, including concrete mixers, aggregate storage facilities, loading equipment, and associated administrative facilities. The facility will incorporate site improvements encompassing parking areas, landscaping features, stormwater management systems, dust control measures, drainage infrastructure and all necessary site amenities to ensure compliance with environmental and operational standards.

Zoning and Compliance: The subject property is presently zoned I-4 (Liberal Industrial Storage & Salvage), which is appropriate for the proposed concrete batch plant use. The proposed development will be accomplished in full compliance with all applicable requirements, including but not limited to:

- City of Opa-Locka Land Development Regulations (Ordinance 15-31)
- City of Opa-Locka Comprehensive Plan
- Florida Building Code
- Miami-Dade County Regulations
- Stormwater Management and Environmental Protection Standards
- South Florida Water Management District (SFWMD)
- Florida Department of Environmental Protection (FDEP) requirements
- Local and State Air quality and dust control regulations

Robayna and Associates, Inc.
5723 NW 158 Street
Miami Lakes, FL 33014
T 305-823-9316

Application Submission: A complete Planning & Zoning Board application package has been prepared and is being submitted concurrently with this Letter of Intent. The application package includes all required documents and materials as specified by the City of Opa-Locka, including:

- Completed Planning & Zoning Board Application Form
- Notarized Affidavit of Property Owner Authorization
- Notarized Power of Attorney
- Certified Boundary and Topographic Survey (15 copies)
- Final Site Development Plans (15 copies)
    - Site Plan
    - Architectural Plans
    - Landscaping Plans
    - Civil Engineering Plans Related to Site Improvements
- Parcel Map showing properties within 500-foot radius
- Digital copies of all plans and documents on flash drive in PDF format
- Application fee as required by City ordinance

We respectfully request that this application be reviewed for sufficiency and scheduled for hearing at the earliest available Planning & Zoning Board meeting in accordance with the City's established schedule and procedures. The proposed concrete batch plant will serve as a significant improvement to the site, transforming a junkyard facility into a professionally managed industrial operation that complies with all City standards and would support redevelopment in the region.

Should you have any questions or require additional information, please do not hesitate to contact the undersigned.

Respectfully submitted,

WALLOWAY MEDICAL OFFICES LLC
By: _____
Signature
Name: Javier Pedre
Title: Manager
Date: 04/10/2026

ROBAYNA AND ASSOCIATES, INC
By: _____
Signature
Name: Oscar E. Robayna, P.E.
Date: 04/10/2026

CF: Letter of Intent_20260410

1ST DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
June 2, 2026, 6:00 P.M.

CALL TO ORDER

The Planning and Zoning Board meeting was called to order at 6:09 P.M. on June 2, 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 Dawn Mangham, 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, Assistant City Attorney Candice Cobb, and Planning and Zoning Board Clerk Romany Branch.

2. INVOCATION

Zoning Official Lee provided the Invocation.

3. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES

- **PZAB Minutes – April 7, 2026**

Motion made by Board Member Hibbert Smith, seconded by Board Member Mangham to approve the minutes from the April 7, 2026 meeting. In a roll call vote, the **motion** passed unanimously (4-0).

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 DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE**

Assistant City Attorney Cobb read the Resolution into the record.

Oscar Robayna of Robayna & Associates, 5723 NW 158th Street, Miami Lakes, presented on behalf of the applicant. He stated the property owner was unable to attend due to a family emergency requiring out-of-country travel. The owner's daughters were present in his place.

Mr. Robayna described the site as approximately 3.5 acres on Cairo Lane, south of NW 135th Street, in the I-4 district. It currently operates as an auto salvage yard. The proposal is a concrete batching plant with 38 parking spaces for trucks, employees, and guests. He stated the project would comply with all applicable City, Miami-Dade County, and state regulations and would require no variances.

He stated the site met all I-4 setback and open-space minimums. It was organized to limit off-site dust. Stockpiles sit at the rear of the property, and drum cleaning is set well back from the driveway. He added that all trucks could circulate within the site rather than stage on Cairo Lane.

In response Acting Chair Dominquez's question, the applicant confirmed the current use was auto salvage and the proposed use a concrete batching plant. He stated the site sat across the street from a recent fire, which had not affected the property. Acting Chair Dominquez noted 3.5 acres was a favorable size for a batching plant.

Planning and Community Development Director Gay stated the City had spent two to three years amending the area's zoning code to expand permitted uses, which now include concrete batching plants and logistics operations.

Zoning Official Lee stated staff supported the proposed use, which was less environmentally harmful and less of a nuisance than the district's long-standing salvage and scrap-metal operations. It complied with County, fire, zoning, and building codes, was permitted under both the current zoning and land use designation, and required no variances or code amendments. All surrounding properties were I-4 heavy industrial. The office building would remain and the salvage inventory behind it would be removed.

Laura Pedre, the property owner's daughter, 7890 SW 66th Street, described the current junkyard operation.

Mr. Robayna confirmed the salvage use would end once the new facility was built. Only mixing trucks would remain on site overnight, with employees present during the day.

On timeline, Mr. Robayna estimated six to eight months for permitting, and possibly twelve. Construction would take another six to eight months, up to a year. He noted significant earthwork due to the low grade, plus state air permits and County permits.

Zoning Official Lee stated staff recommended approval.

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

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE DEVELOPMENT AGREEMENT APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Resolution into the record.

Planning and Community Development Director Gay explained the item was the development agreement for the project. It sets out the process for permitting and development. He noted the applicant might need an extension depending on the permitting timeline. Such extensions are typically granted through the City Manager's Office.

The applicant and Zoning Official Lee were available for questions. The Board had none.

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

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO ACCESSORY DWELLING UNITS; AMENDING ARTICLE V, SECTION 22-145, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING DEFINITIONS, PROVIDING FOR STANDARDS FOR ACCESSORY DWELLING UNITS, PROVIDING FOR A REVIEW PROCESS; AMENDING CHAPTER V, SECTION 22-145 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A $100 FEE FOR ACCESSORY DWELLING UNIT CERTIFICATE OF USE AND A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Ordinance into the record.

Planning and Community Development Director Gay stated the legislation, held pending action on the recreational vehicle ordinance, had been in development for some time. It addresses accessory dwelling units (ADUs), bringing the City in line with Miami-Dade County and other municipalities that adopted similar rules approximately three years earlier.

Zoning Official Lee stated the amendment would update the Land Development Regulations to allow one ADU or guest house per residential lot, subject to review of construction, occupancy, and neighborhood compatibility, and would create an enforceable regulatory framework. One ADU is permitted per single-family lot, with occupancy limited to two persons per bedroom and one additional off-street parking space required, though guest houses are exempt. A guest house serves family members and shares the main residence's utilities; an ADU may house an unrelated tenant and have separate utilities.

He stated the ordinance also governs ADU location, design, and leasing. Sheds are not habitable and may not be used as ADUs. A certificate of use, inspections, Florida Building Code compliance, and site-plan-level review are required. An ADU may not exceed the height of the primary structure. Code enforcement would address noncompliance.

Zoning Official Lee stated staff recommended approval.

In response to Acting Chair Dominquez's question, Zoning Official Lee confirmed existing rental properties would be reviewed case by case, and grandfathering applies only to uses approved under a prior code approximately 20 years ago, not to current uses.

Planning and Community Development Director Gay added that an ADU above a garage does not count as a two-story structure, size is capped at a percentage of the primary residence's square footage, and parking requirements depend on the lot. The $100 is an application fee. The legislation aims to protect single-family residential quality of life, not enable multi-unit conversion, and only one standalone ADU is permitted per lot.

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

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP AND TO AMEND THE LAND USE DESIGNATION FOR THE PROPERTIES FROM COMMERCIAL LAND USE TO AN INDUSTRIAL LAND USE DESIGNATION, FOR A 1.6 ACRE OR 71,370 SQUARE FOOT, SITE CONSISTING OF THREE PARCELS, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, AND 08-2128-003-0380; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Ordinance into the record.

Edward Martos, 2800 Ponce de Leon Boulevard, presented on behalf of applicant All Parts International, which had operated an auto parts salvage business at the site since

1992 under all required permits. A 2015 rezoning and comprehensive plan amendment along NW 135th Street changed the property's designations, rendering the long-standing use nonconforming. The applicant did not learn of this until a 2022 notice from DERM and had since worked with DERM and the City to correct it. He requested approval of the map correction and stated the applicant agreed with all staff conditions, including added screening and lowering stacked vehicles along NW 135th Street.

Mr. Martos confirmed all fuel and liquids are removed and vehicles made safe before parts are recovered. The request would change the land use designation from commercial to industrial to restore compliance. The property had been entirely industrial before 2015 but currently held split designations.

Zoning Official Lee stated the amendment would align the three-parcel site's designation with its use, the Land Development Regulations, and the Comprehensive Plan. The change from commercial to industrial would satisfy Land Use Objective 7, Policy 7.5, and Policy 7.7, which collectively address protection of commercial and industrial districts, compatibility, and transitions between industrial, mixed-use, and residential districts. The surrounding area was industrial, and this site had been the one left out. Conditions would attach to the companion rezoning item.

Zoning Official Lee stated staff recommended approval.

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

5. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A REZONING REQUEST FOR APPROXIMATELY 1.6 ACRES OF LAND, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, 08-2128-003-0380; FROM THE CURRENT COMMERCIAL INTENSIVE (B-3) ZONING DISTRICT TO THE LIBERAL INDUSTRIAL STORAGE AND SALVAGE (I-4) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Ordinance into the record.

Zoning Official Lee stated the rezoning was not a typical request to enable a new use but to correct an error so the existing business could operate lawfully. The change was consistent with the surrounding land use pattern, would not create spot zoning, and would not alter population or traffic patterns, strain public facilities, affect living conditions, create drainage problems, or reduce light and air. District boundaries would become more logical, the Comprehensive Plan would not be conflicted, and property values could rise.

Staff recommended approval with the following conditions:

- The applicant must remove the stacked vehicles along the NW 135th Street frontage.
- Adequate visual screening must be installed and maintained under the City's zoning code, using fencing, walls, or landscaping, to shield the salvage operation.
- Outdoor storage may not expand beyond existing limits.
- The site must meet all I-4 district performance standards.

Acting Chair Dominquez thanked the applicant for keeping the area safe and operating in compliance.

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

6. ADJOURNMENT

Planning and Community Development Director Gay announced that Ms. Lisa Bryant had been appointed to the Planning and Zoning Board. She signed the required form and took the oath earlier that day. She would join the Board after orientation.

It was moved by Acting Chair Dominguez, seconded by Board Member Hibbert Smith, to adjourn the meeting.

There being no further business to come before the Planning and Zoning Board, the meeting was adjourned at 7:06 PM

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

Sponsored by: City Manager

ORDINANCE NO. 26-XXXXXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP AND TO AMEND THE LAND USE DESIGNATION FOR THE PROPERTIES FROM COMMERCIAL LAND USE TO AN INDUSTRIAL LAND USE DESIGNATION, FOR A 1.6 ACRE OR 71,370 SQUARE FOOT, SITE CONSISTING OF THREE PARCELS, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, AND 08-2128-003-0380; PROVIDING FOR INCORPORATIONS OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Proper Investments, Inc, intends to continue the current business operation and are requesting a small scale comprehensive plan amendment to the Future Land Use Map so that the land use will be compatible with the industrial business operation in accordance with the City of Opa-Locka's Comprehensive Development Master Plan (CDMP) and the Land Development Regulations ("City"); and

WHEREAS, the applicant, Proper Investments, Inc., has submitted a request for comprehensive plan amendment, small scale review to change the Future Land Use Map on approximately 1.6 acres of land located at 3570 NW 135th Street, 3530 NW 135th Street, 3450 NW 135th Street, as required by Section 22-51 of the Land Development Regulations, said lands being more particularly described in the attached **Exhibit "A";** and

WHEREAS, the Planning and Zoning Board for the City of Opa-Locka reviewed the application of Proper Investments, Inc, at a duly noticed public hearing held on June 2, 2026, and the Planning & Zoning Board recommended approval of the amendment to the City's Comprehensive Plan Future Land Use Map to change the designation from a commercial land use to an industrial land use by 4-0 vote; and

WHEREAS, in the exercise of its authority pursuant to Sections 163.3187 and 163.3184, of the Florida Statutes, the City Commission has determined that it is necessary and desirable to amend / not to amend the City's Comprehensive Plan Future Land Use Map so that the property for comprehensive planning purposes is changed from a

commercial land use to an industrial land use category as shown on the attached Attached hereto; and

WHEREAS, the City of Opa-Locka has considered the amendment to the Future Land Use Map for the property located at 3570 NW 135TH Street, 3530 NW 135TH Street, 3450 NW 135TH Street, City of Opa-Locka, Florida and made a determination that amending the City's Comprehensive Plan Future Land Use Map is appropriate; the approval of this amendment will promote, protect and improve the general health, safety, appearance and general welfare of the public, and will help accomplish the goals and objectives of the City's Comprehensive Plan.

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

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

SECTION 2. HEARINGS.
Recommendation. The Planning & Zoning Board of the City of Opa-Locka, Florida considered the request of Proper Investments, Inc, and held a public hearing on the matter on June 2, of 2026, and made a recommendation to amend the Future Land Use Plan Map, on approximately 1.6 acres of land located at 3570 NW 135th Street, 3530 NW 135th Street, 3450 NW 135th Street, and identified by **FOLIOS 08-2128-003-0391; 08-2128-003-0390, 08-2128-003-0380;** changing the land use designation from Low Moderate Density Residential Designation to Commercial Designation by 4-0 vote..

SECTION 3.CITY COMMISSION.
The City Commission for the City of Opa-Locka has determined that the Comprehensive Plan designation of Commercial Land Use should be changed to Industrial Land Use as shown in the proposed City Comprehensive Plan Future Land Use Map attached hereto as Exhibit "B", which is the most appropriate comprehensive plan designation for the affected property and that such comprehensive plan designation will promote, protect and improve the general health, safety, appearance, convenience and general welfare of the public and will help accomplish the goals and objectives of the City's Comprehensive Plan.

SECTION 4. EFFECTIVE DATE.
This Ordinance shall become effective in accordance with Florida Statutes.

SECTION 5. SCRIVENER'S ERRORS.
Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney, without the need of a public hearing by filing a corrected copy of same with the City Clerk.

PASSED First Reading on this _____ day of _____ 2026.

PASSED AND ADOPTED on 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 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:	September 9, 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)*		
	X						
Sponsor Name	City Manager		**Department:**		Planning & Community Development		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP AND TO AMEND THE LAND USE DESIGNATION FOR THE PROPERTIES FROM COMMERCIAL LAND USE TO AN INDUSTRIAL LAND USE DESIGNATION, FOR A 1.6 ACRE OR 71,370 SQUARE FOOT, SITE CONSISTING OF THREE PARCELS, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, AND 08-2128-003-0380; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The property owner, Proper Investment Inc., according to Miami-Dade County Property Appraiser's Office website has submitted a formal request for a Comprehensive Plan Future Land Use Map (FLUM) Amendment to redesignate the Commercial portion of the property to industrial, resulting in a uniform Industrial designation across all parcels being used by All Parts International, Inc. (Business Name) aka, Proper Investment Inc. The Future Land Use Map (FLUM) amendment is intended to align the longstanding industrial use with the correct designation. This change is corrective in nature. The Land Use Amendment request is

not a request to introduce new uses to this site or to intensify the development or to alter the character of the surrounding area.

The request is consistent with the following Comprehensive Plan goals, objectives, and policies:

Objective LU-7
Protect, maintain, and improve commercial and industrial districts.
Policy LU-7.5
Ensure compatibility, support economic activity, and prevent encroachment of incompatible uses.
Policy LU-7.7
Provide appropriate transitions between industrial, mixed-use, and residential districts.
The proposed amendment and rezoning:

- Support the established industrial land-use pattern
- Maintain economic activity and job-supporting uses
- Prevent incompatible commercial encroachment
- Promote orderly development along NW 135th Street

Background

The property consists of approximately 1.6 acres located along NW 135th Street and includes three parcels. For more than 28 years, the site has been continuously operated by All Parts International, Inc. as a used auto parts dealership. The use has functioned as part of the broader industrial corridor, providing recycled auto parts and services consistent with surrounding industrial operations.

The City of Opa-locka's Land Development Regulations was updated in 2015, through an RFP process to partner with the Corradino Group and City Staff to update and make major changes to the zoning code. Through the Evaluation and Appraisal Report process the City, again worked in collaborations with the Corradino Group to update the Comprehensive Development Master Plan which was adopted September 11, 2024. Now the City will address the adopted Comprehensive Plan policy changes by amending the Land Development Regulations (zoning code) to improve development standards, permitted uses and provide an applicable review process for the development of the City. This Comprehensive Plan was presented to the Planning and Zoning Board on June 2, 2026, in which it received a 4-0 vote.

Financial Impact: There is no negative financial impact from the approval of this amendment.

Proposed Action:

Planning and Community Development staff recommends approval of this amendment.

Attachment:

Draft Ordinance
PZAB Package
Staff Report

PLANNING & ZONING BOARD

June 2ND 2026

Land Development Regulation & CDMP Amendments

APPLICANT'S REQUEST:

For the properties at 3570, 3530, and 3450 NW 135th Street

To amend the zoning map from B-2 to I-4 & to amend the FLUM

from commercial to industrial

STAFF REPORT

Rezonings /

Land Use Amendment

SUSTAINABLE OPA-LOCKA

2015 LAND DEVELOPMENT REGULATIONS (ADOPTED)

I. Background

- *The City of Opa-locka's Land Development Regulations was updated in 2015, through an RFP process to partner with the Corradino Group and City Staff to update and make major changes to the zoning code. Through the Evaluation and Appraisal Report process the City, again worked in collaborations with the Corradino Group to update the Comprehensive Development Master Plan which was adopted September 11, 2024. Now the City will address the adopted Comprehensive Plan policy changes by amending the Land Development Regulations (zoning code) to improve development standards, permitted uses and provide an applicable review process for the development of the City.*

II. Details

- **Applicant's Intent**

The applicant, Proper Investment inc., has submitted the following formal requests for approval:

1. **A Comprehensive Plan Future Land Use Map (FLUM) Amendment** to redesignate the Commercial portion of the Property to **Industrial**, resulting in a uniform Industrial designation across all parcels.
2. **A Rezoning** of the Property from **B-3 (Commercial Intensive)** and **Corridor Mixed-Use Overlay** to **I-4 Liberal Industrial District (Storage and Salvage)**.

These requests are intended to eliminate the current inconsistencies of land use and zoning designations and the incompatibility with the current and historic liberal industrial salvage and storage uses of these properties.

III. PROPERTY DESCRIPTION AND EXISTING USE

The Property consists of approximately 1.6 acres located along NW 135th Street. For more than 28 years, the site has been continuously operated by All Parts International, Inc. (API) as a used

auto-parts **dealership**. The use has functioned as part of the broader industrial corridor, providing recycled auto parts and services consistent with surrounding industrial operations.

In 2015, a City-initiated FLUM amendment and rezoning (Ordinance No. 15-31) resulted in a split designation:

- Western portion: Industrial
- Eastern portion: Commercial
- Entire site: Corridor Mixed-Use Overlay

This split designation does not reflect the historical unified industrial use of the Property and has created regulatory inconsistencies affecting zoning compliance, permitting, and long-term operational stability.

Under current zoning, the auto-parts use is considered a legal nonconforming use.

IV. PROPOSED FLUM AMENDMENT

The Applicant proposes to amend the FLUM to designate the entire Property as Industrial. The amendment is:

- Limited in scope
- Corrective in nature
- Intended to align the FLUM with the longstanding industrial use
- Consistent with the development pattern along NW 135th Street

The amendment does not introduce new uses, intensify development, or alter the character of the surrounding area.

V. PROPOSED REZONING

The Applicant seeks rezoning to I-4 Liberal Industrial District (Storage & Salvage), the zoning district most appropriate for the existing auto-parts operation.

Key points:

- No expansion or intensification of the use is proposed.
- No structural modifications are proposed.
- The rezoning will eliminate the current nonconforming status.
- The I-4 district aligns with adjacent industrial uses and the corridor's character.

Applicant Commitments

As a good-faith measure, the Applicant proposes:

- Removal of the front row of stacked vehicles along the NW 135TH Street frontage.

- Enhancement of visual screening to reduce outdoor storage visibility.

These improvements will enhance corridor aesthetics and compatibility.

VI. CONSISTENCY WITH THE COMPREHENSIVE PLAN

The request is consistent with the following Comprehensive Plan goals, objectives, and policies:

Objective LU-7

Protect, maintain, and improve commercial and industrial districts.

Policy LU-7.5

Ensure compatibility, support economic activity, and prevent encroachment of incompatible uses.

Policy LU-7.7

Provide appropriate transitions between industrial, mixed-use, and residential districts.

The proposed amendment and rezoning:

- Support the established industrial land-use pattern
- Maintain economic activity and job-supporting uses
- Prevent incompatible commercial encroachment
- Promote orderly development along NW 135th Street

VII. CONSISTENCY WITH REZONING APPROVAL CRITERIA (SECTION 22-54(D))

Staff finds that the request satisfies the City's rezoning criteria:

1. Not Spot Zoning

The Property is surrounded by industrial and commercial uses. The request aligns zoning with the corridor's established character.

2. No Adverse Impact on Public Facilities

No increase in intensity is proposed; therefore, no additional burden on traffic, drainage, or utilities is anticipated.

3. Logical Zoning Boundaries

Rezoning to I-4 eliminates irregular split zoning and creates consistent boundaries along NW 135th Street.

4. Consistency with the Comprehensive Plan

The request supports industrial preservation and economic stability.

5. Compatibility with Surrounding Uses

The auto-parts business has operated compatibly for decades and will continue to do so under a conforming zoning designation.

6. No Adverse Impacts to Public Safety or Property Values

The Applicant's commitment to improved screening further enhances compatibility.

7. Inability to Reasonably Use the Property Under Current Zoning

The current zoning renders the longstanding use nonconforming. Rezoning to I-4 resolves this issue and supports continued lawful operation.

VIII. STAFF RECOMMENDATION

Staff recommends APPROVAL of:

1. The Future Land Use Map Amendment to redesignate the Property to Industrial; and
2. The Rezoning of the Property to I-4 Liberal Industrial District.

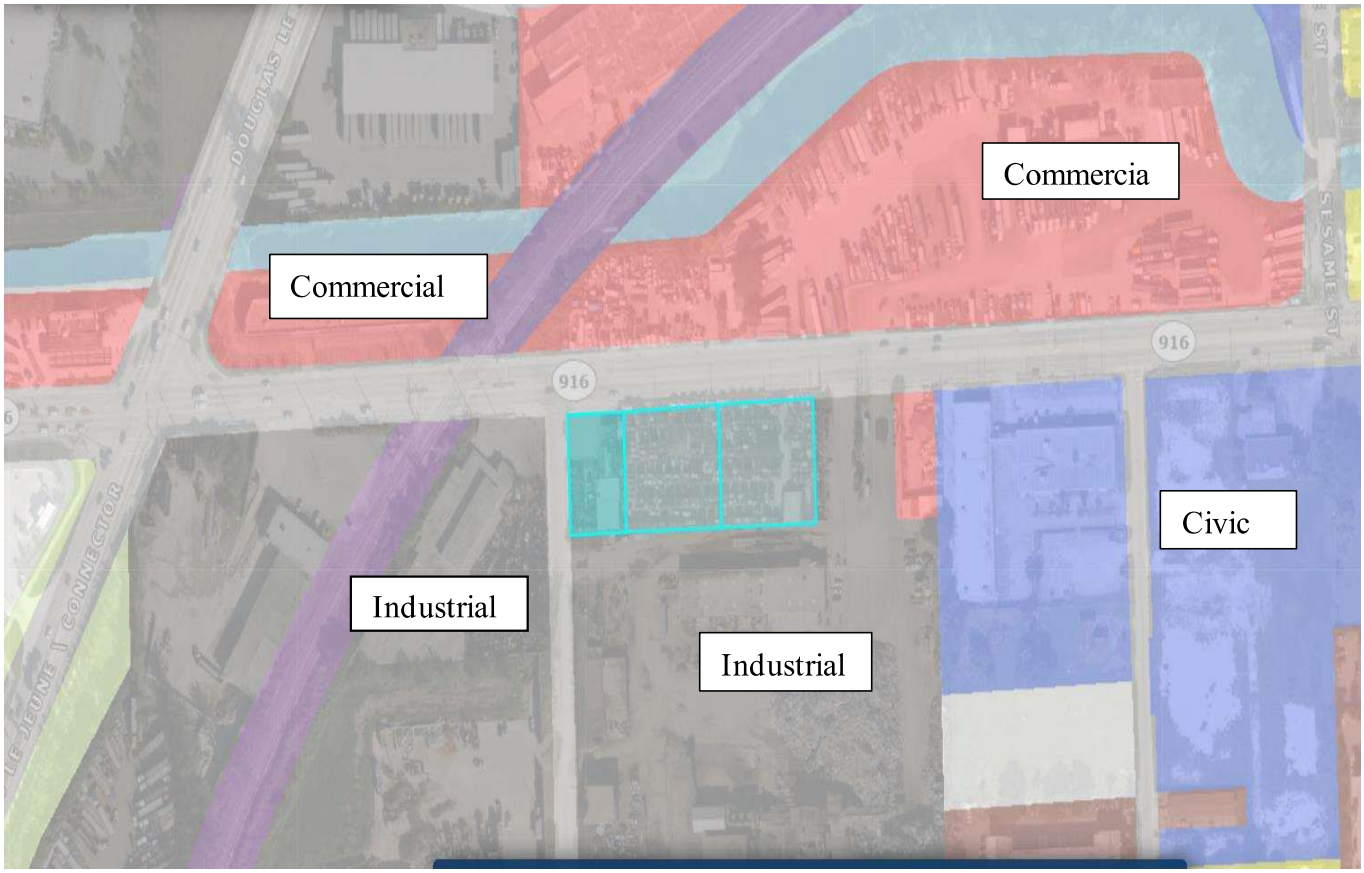
The request is consistent with the Comprehensive Plan, satisfies rezoning criteria, corrects an outdated split designation, and supports the orderly development of the NW 135th Street industrial corridor.

IX. CONDITIONS OF APPROVAL (OPTIONAL FOR PZAB/COMMISSION)

Staff recommend the following conditions, if desired by the PLANNING & ZONING Board:

1. Removal of stacked vehicles along the NW 135th Street frontage.
2. Installation and maintenance of adequate visual screening.
3. No expansion of outdoor storage beyond existing operational limits.
4. Compliance with all I-4 district performance standards.

Surrounding Land Use Designation Map



Surrounding Land Use Designation Map

Insert Zoning Map

x. Overall Analysis

Existing Conditions:

- *The Subject Properties are generally surrounded by industrial and commercial properties in this neighborhood. The zoning is not consistent with the actual use on these parcels.*

Planning and Community Development Department

	Name and Title	Initials
Zoning	Gerald J. Lee, Zoning Official	
Planning	Naomie Payen, City Planner	
Approved by	Gregory D. Gay, Director Planning and Community Development	

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

Agenda Item: FLUM Amendment & Rezoning **Applicant:** Proper Investment Inc. **Location:** NW 135th Street (Approx. 1.6 acres) **Current Zoning:** B-3 (Commercial Intensive) & Corridor Mixed-Use Overlay **Requested Zoning:** I-4 Liberal Industrial District (Storage & Salvage) **Current FLUM:** Industrial / Commercial / Corridor Mixed-Use Overlay (Split) **Requested FLUM:** Industrial (Unified) **Folio Numbers:**

(Insert folios here)

Insert legal descriptions

The Future Land Use Update and Land Development Regulation update revealed some incongruencies with the historic use of these properties. Under the current land use and current zoning this operation would be deemed a legal nonconforming use. The applicant proposes to amend the FLUM and designate the three parcel cite as industrial.

Chanae L. Wood, Partner
cwood@wsh-law.com

December 15, 2025

Greory Gay
Community Development Director
City of Opa-locka
780 Fisherman Street
Opa-locka, FL 33054

Re: Amended Letter of Intent in Support of Application for Future Land Use Map Amendment and Rezoning 3570, 3550, & 3450 NW 135th Street, Opa-Locka, Florida 33054 Folio Nos.: 08-2128-003-0391, 08-2128-003-0390, 08-2128-003-0380

Dear Mr. Gay:

This letter is submitted on behalf of Proper Investment Inc. (the "Applicant") in support of applications for both a rezoning and a Comprehensive Plan Future Land Use Map (FLUM) amendment for the above referenced properties (collectively the "Property") located within the City of Opa Locka (the "City").

The Applicant seeks to rezone the Property to the I-4 Liberal Industrial District (Storage and Salvage) ("I-4") zoning classification and to amend the City's FLUM to designate the entirety of the Property as Industrial in order to eliminate an existing split land use designation and bring the Property into full regulatory conformance.

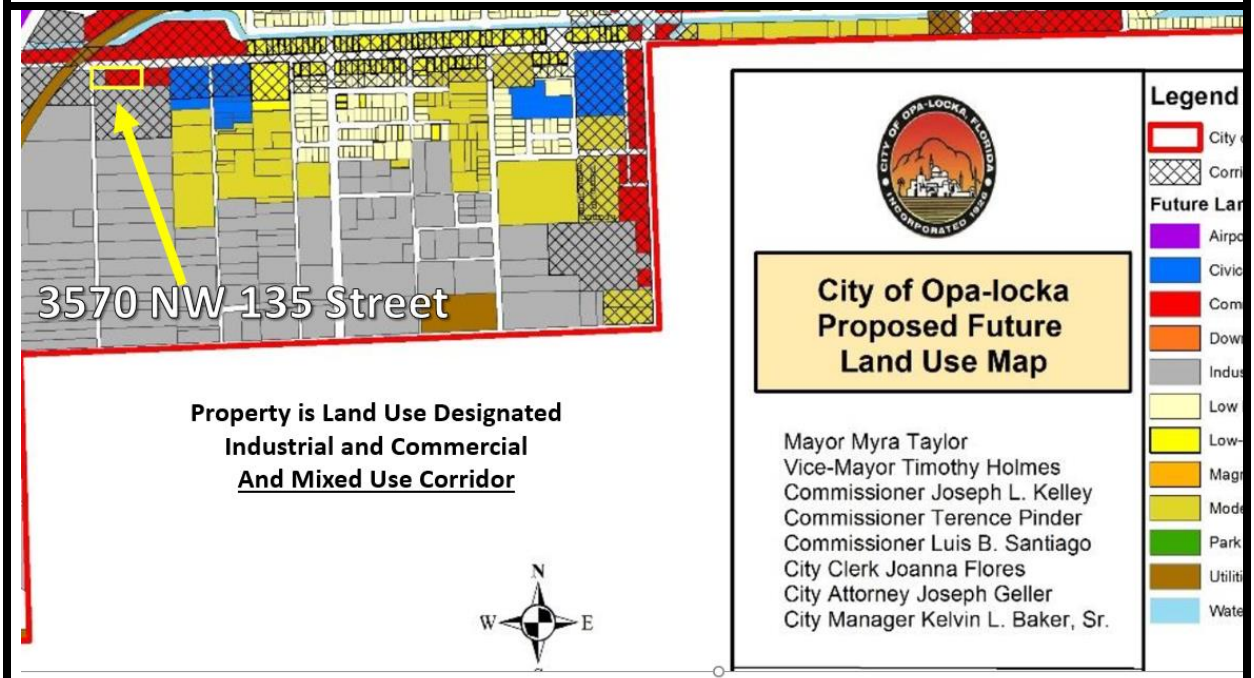
I. The Property and Existing Use

The Property consists of approximately 1.6 acres and is located on NW 135th Street. The Property has been continuously operated by All Parts International, Inc. ("API") as a used auto parts dealership for over 28 years. The longstanding industrial use has been conducted in a manner consistent with the surrounding industrial character of the area and has complemented nearby businesses by providing accessible, recycled auto parts and services.

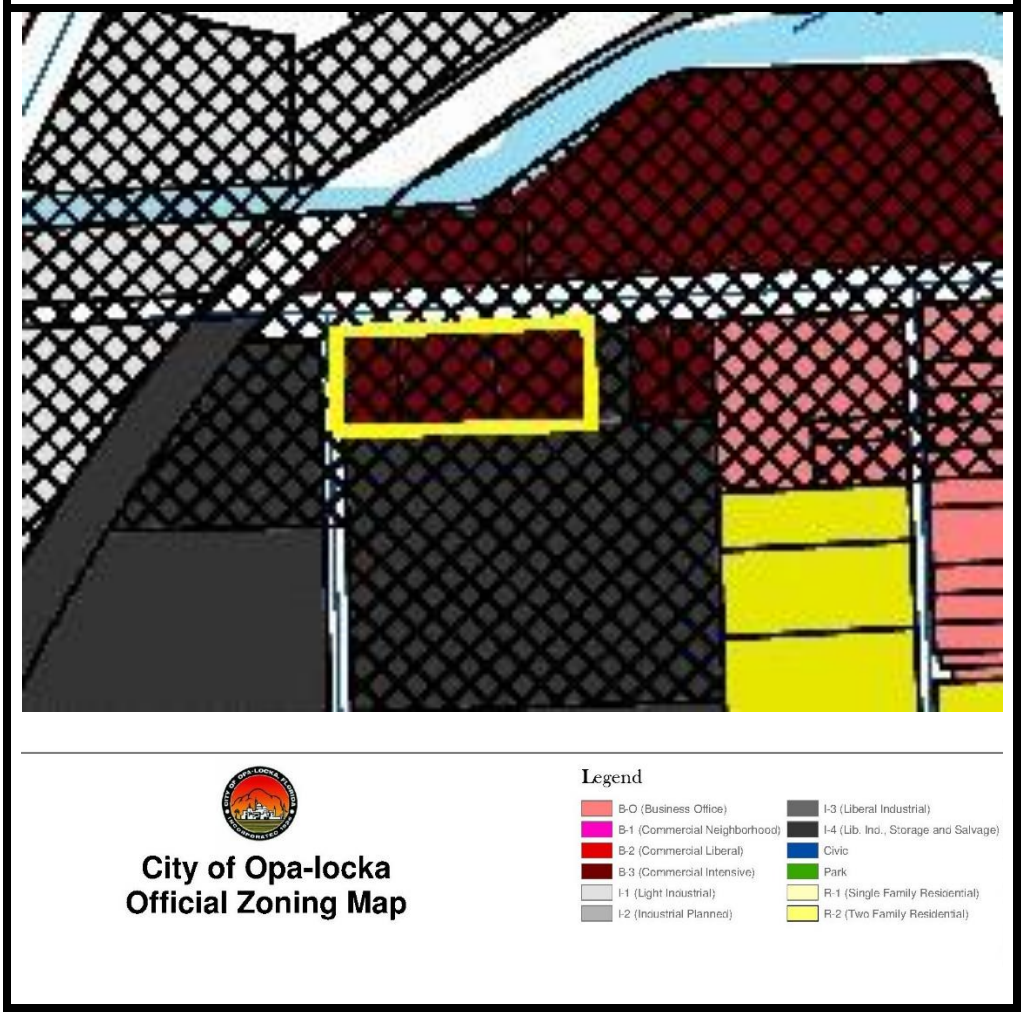
Following a City-initiated FLUM amendment and rezoning pursuant to Ordinance No. 15-31, the Property was designated Industrial, Commercial, and Corridor Mixed Use Overlay on the FLUM and zoned B-3 (Commercial Intensive) and Corridor Mixed Use. This resulted in a split FLUM designation, with the western portion of the site being designated Industrial and the eastern Commercial, while the entirety of the Property lies within the Corridor Mixed Use Overlay. The split designation does not accurately reflect the historical use of the Property as a unified industrial

operation and has resulted in regulatory inconsistencies affecting zoning and land use compliance across the site.

The Property Is Land Use Designated for Both Industrial and Commercial Uses



The Property Is Zoned Commercial Intensive



The existing auto parts use is currently considered a legal nonconforming use under the present zoning designation. To allow continued operation of the use and bring the site into conformance with the City's zoning code, the Applicant respectfully requests a Future Land Use Map Amendment to redesignate the portions of the Property currently designated Commercial thereby resulting in a uniform Industrial land use designation across all three parcels and a rezoning of the entire Property to I-4 from B-3 (Commercial Intensive).

II. Proposed Future Land Use Map Amendment

The proposed FLUM amendment is limited in scope and is intended solely to align the Comprehensive Plan designation with the longstanding industrial use of the Property, eliminate the existing split designation, and support logical land use planning along the NW 135th Street

corridor. This amendment does not introduce a new or intensified use nor does it alter the overall land use pattern within the area.

The proposed FLUM amendment is consistent with the initiation and review procedures set forth in the City Zoning Code and is supported by the existing development pattern and operational history of the Property.

III. Proposed Zoning and Public Commitments

The proposed I-4 zoning is the most appropriate district to accommodate the existing use and is consistent with the City's intent for liberal industrial activities. Importantly, the Applicant does **not** propose any intensification or expansion of the current use, nor any structural modifications. The goal is simply to align the zoning designation with the longstanding industrial character of the site and use.

As a proactive good-faith measure, the Applicant proposes to improve the site aesthetics by removing the front row of stacked cars lining the property frontage and ensuring adequate visual screening is maintained along the street to minimize any adverse visual impacts.

IV. Consistency with Comprehensive Plan and Approval Criteria

The proposed FLUM amendment and rezoning are consistent with the goals and objectives of the City Comprehensive Plan, including:

- OBJECTIVE LU-7: Protect, maintain, and improve the commercial and industrial districts, as designated on the Future Land Use Map

- Policy LU-7.5: Development and redevelopment in commercial and industrial districts shall be regulated to ensure compatibility with existing development, maintain and improve the local economy, promote job creation and training, and prevent the encroachment of incompatible uses.

- Policy LU-7.7: The City shall implement strategies to provide appropriate transitions between its commercial/industrial, mixed use and residential districts through its Land Development Regulations and other appropriate mechanisms.

In accordance with **Section 22-54(D)** of the City Code of Ordinances, the proposed rezoning satisfies the Planning Council's evaluation criteria:

- The rezoning supports the established land use pattern and is not considered spot zoning. The surrounding properties are similarly used for industrial and commercial purposes, and this request aligns the Property with the existing character of the corridor.

- It does not adversely impact public facilities, traffic, or drainage. The proposed rezoning reflects a continuation of the existing use, with no increase in intensity or demand on infrastructure.
- It promotes logical zoning boundaries aligned with adjacent industrial uses. Rezoning to I-4 creates consistency along NW 135th Street and avoids the irregular split-zoning currently affecting the site.
- It avoids conflict with the Comprehensive Plan and fulfills a continued need for industrial uses within the City.
- It maintains compatibility with surrounding properties and contributes positively to the City's economic fabric. The auto parts business has operated successfully for decades alongside neighboring businesses and will continue to do so under a conforming zoning designation.
- It does not result in adverse impacts to public safety, light, air, or property values and would not deter future development. By agreeing to improve screening and reduce visible outdoor storage at the street frontage, the Applicant ensures compatibility with nearby uses.
- There are several reasons why the Property cannot be reasonably used under its current zoning due to the nonconforming status of a long-established use. Rezoning to I-4 will remove the existing nonconformity, securing stable zoning designation for the continued operation of the business.

V. Conclusion

The proposed FLUM amendment and rezoning represent a logical corrective action that aligns the City's Comprehensive Plan designation and zoning classification and the longstanding use of the Property. Together these approvals will eliminate existing inconsistencies support continued lawful operation and enhance the orderly development of the NW 135th Street industrial corridor. The Applicant respectfully requests your favorable consideration of this application and look forward to working with City during the review process.

Thank you for your time and favorable consideration of this request.

Best regards,

Chanae L. Wood

Received:
By:
Date:

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS
FY 2024-2025

TOTAL FEES: $_____New Fees as of October 1, 2015

FY 2024-2025 Meeting Dates (1st Tuesday of Each Month)	**Date Application Found Sufficient**
October 1, 2024	August 16, 2024
November 5, 2024	September 20, 2024
December 3, 2024	October 18, 2024
January 7, 2025	November 22, 2024
February 4, 2025	December 20, 2024
March 4, 2025	January 17, 2025
April 1, 2025	February 14, 2025
May 6, 2025	March 21, 2025
June 3, 2025	April 18, 2025
July 1, 2025	May 16, 2025
August 5, 2025	June 20, 2025
September 2, 2025	July 18, 2025

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.

2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.

3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*

4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.

5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

   City of Opa-locka
   Planning & Community Development Department
   780 Fishermen Street 4th floor
   Opa-locka, FL 33054
   Telephone: 305-953-2868, Ext. 1504
   Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: Proper Investment Inc.

PROPERTY OWNER'S ADDRESS: 3570 NW 135 Street Opa-Locka FL 33054
Number/Street City State/Zip Code

APPLICANT'S NAME: Proper Investment Inc.

APPLICANT'S ADDRESS: 3570 NW 135 Street Opa-Locka FL 33054
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305-681-4270 HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: 3570, 3530, 3450 NW 135 Street
Number/Street

TAX FOLIO NUMBER: (1) 08-2128-003-0391, (2) 08-2128-003-0380 (3) 08-2128-003-0390 PRESENT ZONING: 6500 Commercial - Classified

LEGAL DESCRIPTION: (1) 28-29 52 41 .36 AC, NILE GARDENS SEC 1 PB 31-42, LOT 1 LESS E560FT BLK 304, LOT SIZE 15370 SQUARE FEET OR 17113-4121 1095 3
(2) 28-29 52 41 7.42 AC, NILE GARDENS SEC 1 PB 31-42, W70FT OF E210FT LOT 1 & LOTS 2, THRU 4 LESS W10FT BLK 304, OR 14140-1000 0689 1(PORT) OR 14290-628 1089 1(PORT), OR 18015-4415 0298 5
(3) 28-29 52 41 .64 AC, NILE GARDENS SEC 1, PB 31-42, E175FT OF W236.06FT OF LOT 1, BLK 304, LOT SIZE 28000 SQ FT, OR 16737-2858 0395 6

Please check specific request:

___Tentative Plat
___Final Plat
___Comprehensive Plan Amendment: Small Scale; ___Large Scale *(please specify type of amendment)*
___ 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
_X_Other – Please specify: Future Land Use Map Amendment

Add any additional information that may be of importance to this request:
SEE ATTACHED

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 500' 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, Steven L. Parker 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

2/6/26
_____
Date

STEVEN LOPEZ
Notary Public - State of Florida
Commission # HH 322818
My Comm. Expires Oct 17, 2026

Sworn to and subscribed before me:

This 6th day of February, 2026

_____
Notary Public

My commission expires October 17, 2026

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:

Proper Investment, Inc.

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I STEVEN L. PARKER, being first duly sworn, depose and say that I am the owner of the property legally described as:

28-29 52 41 .64 AC NILE GARDENS SEC 1
PB 31-42 W175FT OF E420FT OF LOT 1 BLK 304
LOT SIZE 28000 SQ FT OR 17348-0402 0896 1

(3450 NW 135 ST)

I do give to Weiss Serota Helfman Cole + Bierman, P.L. 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 Weiss Serota Helfman Cole + Bierman, P.L. 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

11/4/25
Date

Sworn to and subscribed before me:

This 4th day of November, 2025.

Notary Public

My commission expires: OCT 17, 2026

STEVEN LOPEZ
Notary Public - State of Florida
Commission # HH 322818
My Comm. Expires Oct 17, 2026

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 3455 NW 135 ST Folio No.: 08-2121-007-0130 (Front)

LEGAL DESCRIPTION: 21 52 41 .77 AC OPA LOCKA PLAT NO 3
PB 31-14 PORT OF TR A & PORT OF YACHT BASIN DESC BEG 66.42FTE OF SW COR
OF TR A CONT E 339.93FT TH N110FT
W245.04FT SWLY AD 125.65FT S27.65FT TO POB BLK 116 OR 1893

I SUPPORT THIS DEVELOPMENT REQUEST X

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Carlos Arango PHONE: _____

ADDRESS (If different): 13480 CAIRO LANE OPA LOCKA, FL 33054

C Arango

Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 3440 NW 135 ST Folio No.: 08-2128-003-0370 (Rear & Right)

LEGAL DESCRIPTION: 28-29 52 41 7.42 AC NILE GARDENS SEC 1 PB 31-42
W70FT OF E210FT LOT 1 & LOTS 2 THRU 4 LESS W10FT BLK 304
OR 14140-1000 0689 1(PORT) OR 14290-628 1089 1(PORT)
OR 18015-4415 0298 5

I SUPPORT THIS DEVELOPMENT REQUEST ____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST ____

PROPERTY OWNER'S NAME: TRADEMARK METALS RECYCLING LLC PHONE: ____

ADDRESS (If different): 5401 W KENNEDY BLVD STE #400 TAMPA, FL 33609

Signature

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 13480 CAIRO LN Folio No.: 08-2128-003-0540 (Left)

LEGAL DESCRIPTION: 28-29 52 41
NILE GARDENS SEC 1 PB 31-42 LOT 1 BLK 305
LOT SIZE 75988 SQ FT
OR 14245-2360 0889 5

I SUPPORT THIS DEVELOPMENT REQUEST X

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Carlos Arango /Angela Arango PHONE: _____

ADDRESS (If different): _____

_____
Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# V10234

Entity Name: ALL PARTS INTERNATIONAL, INC.

Current Principal Place of Business:

3570 N.W. 135TH STREET
OPA-LOCKA, FL 33054

Current Mailing Address:

3570 N.W. 135TH STREET
OPA-LOCKA, FL 33054

FEI Number: 65-0309192

FILED
Mar 28, 2025
Secretary of State
5428443788CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PARKER, STEVEN LEE
3570 N.W. 135TH STREET
OPA-LOCKA, FL 33054 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: STEVEN LEE PARKER 03/28/2025

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PD	Title	SD
Name	PARKER, STEVEN LEE	Name	PARKER, MARIELLA
Address	3570 N.W. 135TH STREET	Address	3570 N.W. 135TH STREET
City-State-Zip:	OPA-LOCKA FL 33054	City-State-Zip:	OPA-LOCKA FL 33054

Title	T
Name	SANCHEZ, MARLON
Address	1027 NW 104 ST. #2
City-State-Zip:	MIAMI FL 33128

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 an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PARKER, STEVEN LEE P 03/28/2025

Electronic Signature of Signing Officer/Director Detail — Date

V10234

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

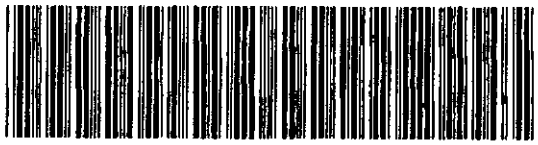
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700280130047

01/08/16--01029--002 **10.00

12/29/15--01021--015 **68.75

FILED
2015 DEC 29 AM 9:21
SECRETARY OF STATE

RECEIVED
DEPARTMENT OF STATE
15 DEC 29 PM 12:07

12/31 ar
1-12 ar

· CAPITAL CONNECTION, INC.
417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

ALL PARTS INTERNATIONAL, INC.

Signature

Requested by: SN

Name | 12/29/15 Date | Time

Walk-In _____ Will Pick Up _____

____ Art of Inc. File_____
____ LTD Partnership File_____
____ Foreign Corp. File_____
____ L.C. File_____
____ Fictitious Name File_____
____ Trade/Service Mark_____
✓ Merger File_____
____ Art. of Amend. File_____
____ RA Resignation_____
____ Dissolution / Withdrawal_____
____ Annual Report / Reinstatement_____
✓ Cert. Copy_____
____ Photo Copy_____
____ Certificate of Good Standing_____
____ Certificate of Status_____
____ Certificate of Fictitious Name_____
____ Corp Record Search_____
____ Officer Search_____
____ Fictitious Search_____
____ Fictitious Owner Search_____
____ Vehicle Search_____
____ Driving Record_____
____ UCC 1 or 3 File_____
____ UCC 11 Search_____
____ UCC 11 Retrieval_____
____ Courier_____

FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 30, 2015

CAPITAL CONNECTION, INC.
% S.N.
TALL., FL 32301

SUBJECT: ALL PARTS INTERNATIONAL, INC.
Ref. Number: V10234

We have received your document for ALL PARTS INTERNATIONAL, INC. and your check(s) totaling $68.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger or articles of share exchange is $35 per party to the merger or share exchange. Certified copies are optional and are $8.75 for the first 8 pages of the document, and $1 for each additional page, not to exceed $52.50.

Please include the exhibit(s) referred to in your document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carol Mustain
Regulatory Specialist II

Letter Number: 415A00027114

RECEIVED
15 DEC 30 PM 4:14
SUFFICIENCY OF FILING

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ALL PARTS INTERNATIONAL, INC.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

CHRISTOPHER J. HOERTZ
Contact Person

LAW FIRM OF GARY M. SINGER, P.A.
Firm/Company

1391 SAWGRASS CORPORATE PARKWAY
Address

SUNRISE, FLORIDA 33323
City/State and Zip Code

CHRIS@GARYSINGERLAW.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

CHRISTOPHER J. HOERTZ At (954) 851-1448
Name of Contact Person — Area Code & Daytime Telephone Number

☐ Certified copy (optional) $8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
All Parts International, Inc.	Florida	V10234

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
Proper Investment, Inc.	Florida	P95000024669

FILED
2015 DEC 30 PM 9:21

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 28, 2015.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 28, 2015.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of ~~Individual & Title~~
All Parts International, Inc.		Steven Parker
Proper Investment, Inc.		Steven Parker

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction
All Parts International, Inc.	Florida

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction
Proper Investment, Inc.	Florida

Third: The terms and conditions of the merger are as follows:

The Merger shall become effective under the Florida Statutes. The separate existence of the Proper Investment, Inc. shall cease and and the merging parties shall be merged with and into All Parts International, Inc. as the surviving party.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

Each share of Capital Stock outstanding in the merging corporation immediately before the Effective Date, other than Dissenting Shares, shall be converted into one (1) share of the Surviving Corporation.

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

N/A

OR

Restated articles are attached:

N/A

Other provisions relating to the merger are as follows:

N/A

1ST DRAFT

MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
June 2, 2026, 6:00 P.M.

CALL TO ORDER

The Planning and Zoning Board meeting was called to order at 6:09 P.M. on June 2, 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 Dawn Mangham, 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, Assistant City Attorney Candice Cobb, and Planning and Zoning Board Clerk Romany Branch.

2. INVOCATION

Zoning Official Lee provided the Invocation.

3. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES

- **PZAB Minutes – April 7, 2026**

Motion made by Board Member Hibbert Smith, seconded by Board Member Mangham to approve the minutes from the April 7, 2026 meeting. In a roll call vote, the **motion** passed unanimously (4-0).

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 DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE**

Assistant City Attorney Cobb read the Resolution into the record.

Oscar Robayna of Robayna & Associates, 5723 NW 158th Street, Miami Lakes, presented on behalf of the applicant. He stated the property owner was unable to attend due to a family emergency requiring out-of-country travel. The owner's daughters were present in his place.

Mr. Robayna described the site as approximately 3.5 acres on Cairo Lane, south of NW 135th Street, in the I-4 district. It currently operates as an auto salvage yard. The proposal is a concrete batching plant with 38 parking spaces for trucks, employees, and guests. He stated the project would comply with all applicable City, Miami-Dade County, and state regulations and would require no variances.

He stated the site met all I-4 setback and open-space minimums. It was organized to limit off-site dust. Stockpiles sit at the rear of the property, and drum cleaning is set well back from the driveway. He added that all trucks could circulate within the site rather than stage on Cairo Lane.

In response Acting Chair Dominquez's question, the applicant confirmed the current use was auto salvage and the proposed use a concrete batching plant. He stated the site sat across the street from a recent fire, which had not affected the property. Acting Chair Dominquez noted 3.5 acres was a favorable size for a batching plant.

Planning and Community Development Director Gay stated the City had spent two to three years amending the area's zoning code to expand permitted uses, which now include concrete batching plants and logistics operations.

Zoning Official Lee stated staff supported the proposed use, which was less environmentally harmful and less of a nuisance than the district's long-standing salvage and scrap-metal operations. It complied with County, fire, zoning, and building codes, was permitted under both the current zoning and land use designation, and required no variances or code amendments. All surrounding properties were I-4 heavy industrial. The office building would remain and the salvage inventory behind it would be removed.

Laura Pedre, the property owner's daughter, 7890 SW 66th Street, described the current junkyard operation.

Mr. Robayna confirmed the salvage use would end once the new facility was built. Only mixing trucks would remain on site overnight, with employees present during the day.

On timeline, Mr. Robayna estimated six to eight months for permitting, and possibly twelve. Construction would take another six to eight months, up to a year. He noted significant earthwork due to the low grade, plus state air permits and County permits.

Zoning Official Lee stated staff recommended approval.

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

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE DEVELOPMENT AGREEMENT APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Resolution into the record.

Planning and Community Development Director Gay explained the item was the development agreement for the project. It sets out the process for permitting and development. He noted the applicant might need an extension depending on the permitting timeline. Such extensions are typically granted through the City Manager's Office.

The applicant and Zoning Official Lee were available for questions. The Board had none.

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

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO ACCESSORY DWELLING UNITS; AMENDING ARTICLE V, SECTION 22-145, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING DEFINITIONS, PROVIDING FOR STANDARDS FOR ACCESSORY DWELLING UNITS, PROVIDING FOR A REVIEW PROCESS; AMENDING CHAPTER V, SECTION 22-145 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A $100 FEE FOR ACCESSORY DWELLING UNIT CERTIFICATE OF USE AND A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Ordinance into the record.

Planning and Community Development Director Gay stated the legislation, held pending action on the recreational vehicle ordinance, had been in development for some time. It addresses accessory dwelling units (ADUs), bringing the City in line with Miami-Dade County and other municipalities that adopted similar rules approximately three years earlier.

Zoning Official Lee stated the amendment would update the Land Development Regulations to allow one ADU or guest house per residential lot, subject to review of construction, occupancy, and neighborhood compatibility, and would create an enforceable regulatory framework. One ADU is permitted per single-family lot, with occupancy limited to two persons per bedroom and one additional off-street parking space required, though guest houses are exempt. A guest house serves family members and shares the main residence's utilities; an ADU may house an unrelated tenant and have separate utilities.

He stated the ordinance also governs ADU location, design, and leasing. Sheds are not habitable and may not be used as ADUs. A certificate of use, inspections, Florida Building Code compliance, and site-plan-level review are required. An ADU may not exceed the height of the primary structure. Code enforcement would address noncompliance.

Zoning Official Lee stated staff recommended approval.

In response to Acting Chair Dominquez's question, Zoning Official Lee confirmed existing rental properties would be reviewed case by case, and grandfathering applies only to uses approved under a prior code approximately 20 years ago, not to current uses.

Planning and Community Development Director Gay added that an ADU above a garage does not count as a two-story structure, size is capped at a percentage of the primary residence's square footage, and parking requirements depend on the lot. The $100 is an application fee. The legislation aims to protect single-family residential quality of life, not enable multi-unit conversion, and only one standalone ADU is permitted per lot.

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

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP AND TO AMEND THE LAND USE DESIGNATION FOR THE PROPERTIES FROM COMMERCIAL LAND USE TO AN INDUSTRIAL LAND USE DESIGNATION, FOR A 1.6 ACRE OR 71,370 SQUARE FOOT, SITE CONSISTING OF THREE PARCELS, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, AND 08-2128-003-0380; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Ordinance into the record.

Edward Martos, 2800 Ponce de Leon Boulevard, presented on behalf of applicant All Parts International, which had operated an auto parts salvage business at the site since

1992 under all required permits. A 2015 rezoning and comprehensive plan amendment along NW 135th Street changed the property's designations, rendering the long-standing use nonconforming. The applicant did not learn of this until a 2022 notice from DERM and had since worked with DERM and the City to correct it. He requested approval of the map correction and stated the applicant agreed with all staff conditions, including added screening and lowering stacked vehicles along NW 135th Street.

Mr. Martos confirmed all fuel and liquids are removed and vehicles made safe before parts are recovered. The request would change the land use designation from commercial to industrial to restore compliance. The property had been entirely industrial before 2015 but currently held split designations.

Zoning Official Lee stated the amendment would align the three-parcel site's designation with its use, the Land Development Regulations, and the Comprehensive Plan. The change from commercial to industrial would satisfy Land Use Objective 7, Policy 7.5, and Policy 7.7, which collectively address protection of commercial and industrial districts, compatibility, and transitions between industrial, mixed-use, and residential districts. The surrounding area was industrial, and this site had been the one left out. Conditions would attach to the companion rezoning item.

Zoning Official Lee stated staff recommended approval.

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

5. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A REZONING REQUEST FOR APPROXIMATELY 1.6 ACRES OF LAND, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, 08-2128-003-0380; FROM THE CURRENT COMMERCIAL INTENSIVE (B-3) ZONING DISTRICT TO THE LIBERAL INDUSTRIAL STORAGE AND SALVAGE (I-4) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Ordinance into the record.

Zoning Official Lee stated the rezoning was not a typical request to enable a new use but to correct an error so the existing business could operate lawfully. The change was consistent with the surrounding land use pattern, would not create spot zoning, and would not alter population or traffic patterns, strain public facilities, affect living conditions, create drainage problems, or reduce light and air. District boundaries would become more logical, the Comprehensive Plan would not be conflicted, and property values could rise.

Staff recommended approval with the following conditions:

- The applicant must remove the stacked vehicles along the NW 135th Street frontage.
- Adequate visual screening must be installed and maintained under the City's zoning code, using fencing, walls, or landscaping, to shield the salvage operation.
- Outdoor storage may not expand beyond existing limits.
- The site must meet all I-4 district performance standards.

Acting Chair Dominquez thanked the applicant for keeping the area safe and operating in compliance.

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

6. ADJOURNMENT

Planning and Community Development Director Gay announced that Ms. Lisa Bryant had been appointed to the Planning and Zoning Board. She signed the required form and took the oath earlier that day. She would join the Board after orientation.

It was moved by Acting Chair Dominguez, seconded by Board Member Hibbert Smith, to adjourn the meeting.

There being no further business to come before the Planning and Zoning Board, the meeting was adjourned at 7:06 PM

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

Sponsored by: City Manager

ORDINANCE NO. 26-XXXXXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A REZONING REQUEST FOR APPROXIMATELY 1.6 ACRES OF LAND, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, 08-2128-003-0380; FROM THE CURRENT COMMERCIAL INTENSIVE (B-3) ZONING DISTRICT TO THE LIBERAL INDUSTRIAL STORAGE AND SALVAGE (I-4) ZONING DISTRICT; PROVIDING FOR INCORPORATIONS OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Proper Investments, Inc intends to continue the current business operation and are requesting to rezone these properties from Commercial intensive (B-3) to Liberal Industrial Storage and Salvage (I-4) so that the zoning will be compatible with the industrial business operation in accordance with the City of Opa-Locka's the Land Development Regulations ("City"); and

WHEREAS, the applicant, Proper Investments, Inc has submitted a request to rezone the property located at 3570 NW 135TH Street, 3530 NW 135TH Street, 3450 NW 135TH Street, from the current zoning district of Commercial intensive (B-3) to Liberal Industrial Storage and Salvage (I-4), within the Corridor Mixed Use Overlay District (CMU); and

WHEREAS, Planning & Community Development staff for the City of Opa-Locka has reviewed the application of Proper Investments, Inc and has determined that the applicant has provided all information required by Section 22-55(I) of the City of Opa-Locka's Land Development Code for proper consideration by the Planning and Zoning Board; and

WHEREAS, the applicant, Proper Investments, Inc has provided a response to the criteria for rezoning as required by Section 22-54 of the Land Development Regulations; and

WHEREAS, the Planning and Zoning Board reviewed this request at a public hearing on June 2, 2026 and recommended approval or denial of the request for rezoning; and

WHEREAS, the City Commission reviewed this request at a public hearing on _____, 2026, and hereby approve or deny the request for rezoning.

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 Ordinance by reference.

SECTION 2. APPROVAL/DENIAL.
Rezoning Request. The City Commission of the City of Opa-Locka, Florida hereby approves or denies the request for the Rezoning of approximately 1.6 acres from Commercial intensive (B-3) to Liberal Industrial Storage and Salvage (I-4) zoning district for property located at 3570 NW 135TH Street, 3530 NW 135TH Street, 3450 NW 135TH Street and identified by folios 08-2128-003-0391; 08-2128-003-0390, 08-2128-003-0380.

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the 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 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 4. EFFECTIVE DATE.
This Ordinance 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 on First Reading this _____ day of _____, 2026.

PASSED AND ADOPTED on 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:	September 9, 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)*		
	X						
Sponsor Name	City Manager		**Department:**		Planning & Community Development		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A REZONING REQUEST FOR APPROXIMATELY 1.6 ACRES OF LAND, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, 08-2128-003-0380; FROM THE CURRENT COMMERCIAL INTENSIVE (B-3) ZONING DISTRICT TO THE LIBERAL INDUSTRIAL STORAGE AND SALVAGE (I-4) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The property owner, Proper Investment Inc., according to Miami-Dade County Property Appraiser's Office website has submitted a formal request to rezone the properties from Commercial Intensive (B-3) to Liberal Industrial Storage and Salvage (I-4). The zoning designation changes will address the inconsistencies in zoning designation with historical industrial salvage, used parts storage uses on these properties. The applicant's request is to rezone these properties to Liberal Industrial Storage & Salvage (I-4) District which is consistent with the historical use of used auto parts sales and storage. This zoning designation is compatible with the adjacent industrial uses south of NW 135th Street and is not an expansion or intensification of the current use of this property and the rezoning will eliminate the current nonconforming status of this business operation.

The applicant has agreed to the removal of the front row of stacked vehicles along the NW 135th Street frontage to enhance corridor aesthetics and compatibility.

The rezoning request complies with the following rezoning criteria:

1. Not Spot Zoning
The Property is surrounded by industrial and commercial uses. The request aligns zoning with the corridor's established character.
2. No Adverse Impact on Public Facilities
No increase in intensity is proposed; therefore, no additional burden on traffic, drainage, or utilities is anticipated.
3. Logical Zoning Boundaries
Rezoning to I-4 eliminates irregular split zoning and creates consistent boundaries along NW 135th Street.
4. Consistency with the Comprehensive Plan
The request supports industrial preservation and economic stability.
5. Compatibility with Surrounding Uses
The auto-parts business has operated compatibly for decades and will continue to do so under a conforming zoning designation.
6. No Adverse Impacts to Public Safety or Property Values
The Applicant's commitment to improved screening further enhances compatibility.
7. Inability to Reasonably Use the Property Under Current Zoning
The current zoning renders the longstanding use nonconforming. Rezoning to I-4 resolves this issue and supports continued lawful operation.

Background

The property consists of approximately 1.6 acres located along NW 135th Street and includes three parcels. For more than 28 years, the site has been continuously operated by All Parts International, Inc. as a used auto parts dealership. The use has functioned as part of the broader industrial corridor, providing recycled auto parts and services consistent with surrounding industrial operations.

The City of Opa-locka's Land Development Regulations was updated in 2015, through an RFP process to partner with the Corradino Group and City Staff to update and make major changes to the zoning code. Through the Evaluation and Appraisal Report process the City, again worked in collaborations with the Corradino Group to update the Comprehensive Development Master Plan which was adopted September 11, 2024. Now the City will address the adopted Comprehensive Plan policy changes by amending the Land Development Regulations (zoning code) to improve development standards, permitted uses and provide an applicable review process for the development of the City.

This Rezoning request was presented to the Planning and Zoning Board on June 2, 2026, in which it received a 4-0 vote.

Financial Impact: There is no financial impact from the approval of this development agreement.

Proposed Action:

Planning and Community Development staff recommend approval for this amendment.

Attachment:

Draft Ordinance
PZAB Package
Staff Report

PLANNING & ZONING BOARD

June 2ND 2026

Land Development Regulation & CDMP Amendments

APPLICANT'S REQUEST:

For the properties at 3570, 3530, and 3450 NW 135th Street

To amend the zoning map from B-2 to I-4 & to amend the FLUM

from commercial to industrial

STAFF REPORT

Rezonings /

Land Use Amendment

SUSTAINABLE OPA-LOCKA

2015 LAND DEVELOPMENT REGULATIONS (ADOPTED)

I. Background

- *The City of Opa-locka's Land Development Regulations was updated in 2015, through an RFP process to partner with the Corradino Group and City Staff to update and make major changes to the zoning code. Through the Evaluation and Appraisal Report process the City, again worked in collaborations with the Corradino Group to update the Comprehensive Development Master Plan which was adopted September 11, 2024. Now the City will address the adopted Comprehensive Plan policy changes by amending the Land Development Regulations (zoning code) to improve development standards, permitted uses and provide an applicable review process for the development of the City.*

II. Details

- **Applicant's Intent**

The applicant, Proper Investment inc., has submitted the following formal requests for approval:

1. **A Comprehensive Plan Future Land Use Map (FLUM) Amendment** to redesignate the Commercial portion of the Property to **Industrial**, resulting in a uniform Industrial designation across all parcels.
2. **A Rezoning** of the Property from **B-3 (Commercial Intensive)** and **Corridor Mixed-Use Overlay** to **I-4 Liberal Industrial District (Storage and Salvage)**.

These requests are intended to eliminate the current inconsistencies of land use and zoning designations and the incompatibility with the current and historic liberal industrial salvage and storage uses of these properties.

III. PROPERTY DESCRIPTION AND EXISTING USE

The Property consists of approximately 1.6 acres located along NW 135th Street. For more than 28 years, the site has been continuously operated by All Parts International, Inc. (API) as a used

auto-parts **dealership**. The use has functioned as part of the broader industrial corridor, providing recycled auto parts and services consistent with surrounding industrial operations.

In 2015, a City-initiated FLUM amendment and rezoning (Ordinance No. 15-31) resulted in a split designation:

- Western portion: Industrial
- Eastern portion: Commercial
- Entire site: Corridor Mixed-Use Overlay

This split designation does not reflect the historical unified industrial use of the Property and has created regulatory inconsistencies affecting zoning compliance, permitting, and long-term operational stability.

Under current zoning, the auto-parts use is considered a legal nonconforming use.

IV. PROPOSED FLUM AMENDMENT

The Applicant proposes to amend the FLUM to designate the entire Property as Industrial. The amendment is:

- Limited in scope
- Corrective in nature
- Intended to align the FLUM with the longstanding industrial use
- Consistent with the development pattern along NW 135th Street

The amendment does not introduce new uses, intensify development, or alter the character of the surrounding area.

V. PROPOSED REZONING

The Applicant seeks rezoning to I-4 Liberal Industrial District (Storage & Salvage), the zoning district most appropriate for the existing auto-parts operation.

Key points:

- No expansion or intensification of the use is proposed.
- No structural modifications are proposed.
- The rezoning will eliminate the current nonconforming status.
- The I-4 district aligns with adjacent industrial uses and the corridor's character.

Applicant Commitments

As a good-faith measure, the Applicant proposes:

- Removal of the front row of stacked vehicles along the NW 135TH Street frontage.

- Enhancement of visual screening to reduce outdoor storage visibility.

These improvements will enhance corridor aesthetics and compatibility.

VI. CONSISTENCY WITH THE COMPREHENSIVE PLAN

The request is consistent with the following Comprehensive Plan goals, objectives, and policies:

Objective LU-7

Protect, maintain, and improve commercial and industrial districts.

Policy LU-7.5

Ensure compatibility, support economic activity, and prevent encroachment of incompatible uses.

Policy LU-7.7

Provide appropriate transitions between industrial, mixed-use, and residential districts.

The proposed amendment and rezoning:

- Support the established industrial land-use pattern
- Maintain economic activity and job-supporting uses
- Prevent incompatible commercial encroachment
- Promote orderly development along NW 135th Street

VII. CONSISTENCY WITH REZONING APPROVAL CRITERIA (SECTION 22-54(D))

Staff finds that the request satisfies the City's rezoning criteria:

1. Not Spot Zoning

The Property is surrounded by industrial and commercial uses. The request aligns zoning with the corridor's established character.

2. No Adverse Impact on Public Facilities

No increase in intensity is proposed; therefore, no additional burden on traffic, drainage, or utilities is anticipated.

3. Logical Zoning Boundaries

Rezoning to I-4 eliminates irregular split zoning and creates consistent boundaries along NW 135th Street.

4. Consistency with the Comprehensive Plan

The request supports industrial preservation and economic stability.

5. Compatibility with Surrounding Uses

The auto-parts business has operated compatibly for decades and will continue to do so under a conforming zoning designation.

6. No Adverse Impacts to Public Safety or Property Values

The Applicant's commitment to improved screening further enhances compatibility.

7. Inability to Reasonably Use the Property Under Current Zoning

The current zoning renders the longstanding use nonconforming. Rezoning to I-4 resolves this issue and supports continued lawful operation.

VIII. STAFF RECOMMENDATION

Staff recommends APPROVAL of:

1. The Future Land Use Map Amendment to redesignate the Property to Industrial; and
2. The Rezoning of the Property to I-4 Liberal Industrial District.

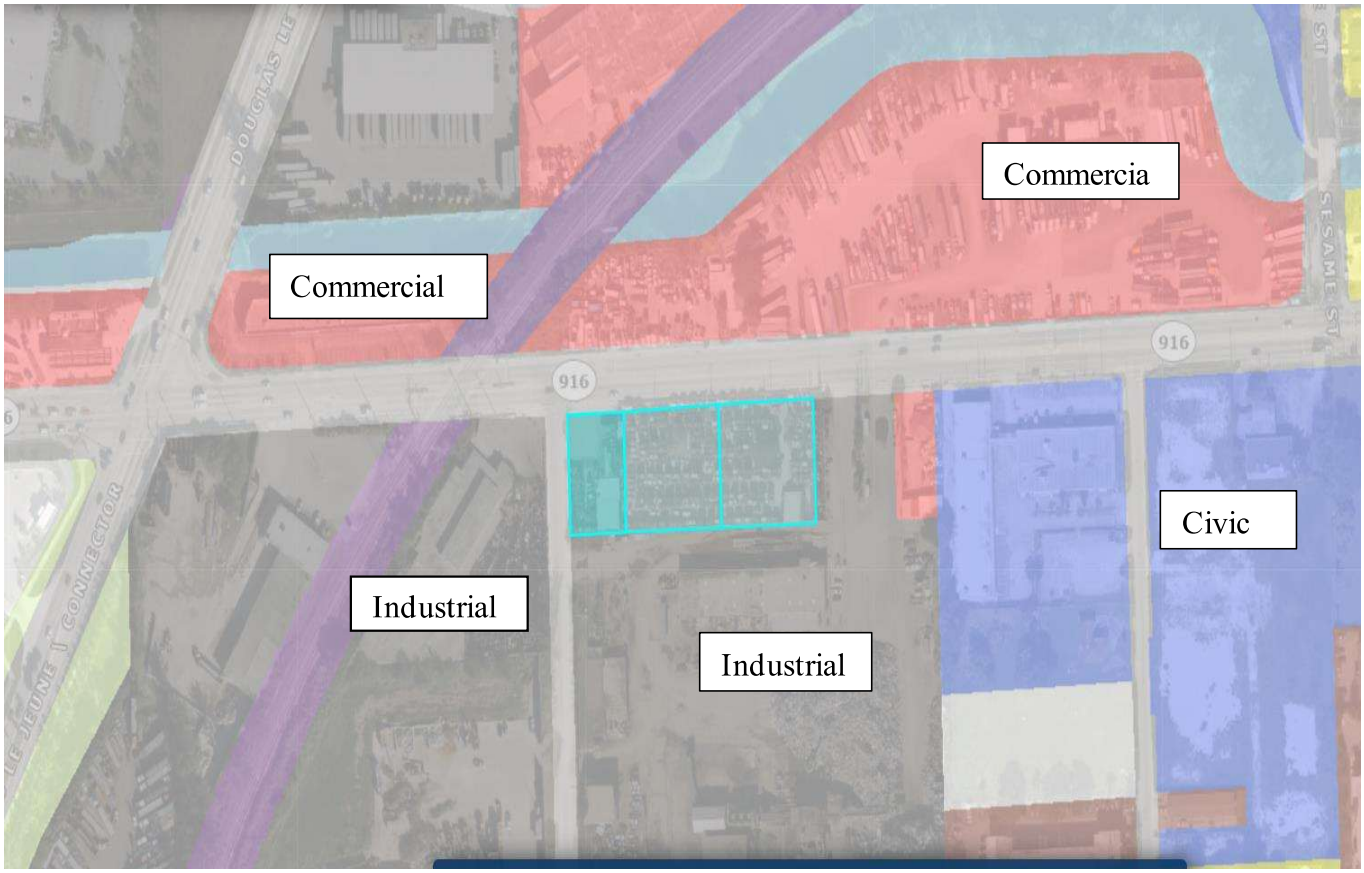
The request is consistent with the Comprehensive Plan, satisfies rezoning criteria, corrects an outdated split designation, and supports the orderly development of the NW 135th Street industrial corridor.

IX. CONDITIONS OF APPROVAL (OPTIONAL FOR PZAB/COMMISSION)

Staff recommend the following conditions, if desired by the PLANNING & ZONING Board:

1. Removal of stacked vehicles along the NW 135th Street frontage.
2. Installation and maintenance of adequate visual screening.
3. No expansion of outdoor storage beyond existing operational limits.
4. Compliance with all I-4 district performance standards.

Surrounding Land Use Designation Map



Surrounding Land Use Designation Map

Insert Zoning Map

x. Overall Analysis

Existing Conditions:

- *The Subject Properties are generally surrounded by industrial and commercial properties in this neighborhood. The zoning is not consistent with the actual use on these parcels.*

Planning and Community Development Department

	Name and Title	Initials
Zoning	Gerald J. Lee, Zoning Official	
Planning	Naomie Payen, City Planner	
Approved by	Gregory D. Gay, Director Planning and Community Development	

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

Agenda Item: FLUM Amendment & Rezoning **Applicant:** Proper Investment Inc. **Location:** NW 135th Street (Approx. 1.6 acres) **Current Zoning:** B-3 (Commercial Intensive) & Corridor Mixed-Use Overlay **Requested Zoning:** I-4 Liberal Industrial District (Storage & Salvage) **Current FLUM:** Industrial / Commercial / Corridor Mixed-Use Overlay (Split) **Requested FLUM:** Industrial (Unified) **Folio Numbers:**

(Insert folios here)

Insert legal descriptions

The Future Land Use Update and Land Development Regulation update revealed some incongruencies with the historic use of these properties. Under the current land use and current zoning this operation would be deemed a legal nonconforming use. The applicant proposes to amend the FLUM and designate the three parcel cite as industrial.

Chanae L. Wood, Partner
cwood@wsh-law.com

December 15, 2025

Greory Gay
Community Development Director
City of Opa-locka
780 Fisherman Street
Opa-locka, FL 33054

Re: Amended Letter of Intent in Support of Application for Future Land Use Map Amendment and Rezoning 3570, 3550, & 3450 NW 135th Street, Opa-Locka, Florida 33054 Folio Nos.: 08-2128-003-0391, 08-2128-003-0390, 08-2128-003-0380

Dear Mr. Gay:

This letter is submitted on behalf of Proper Investment Inc. (the "Applicant") in support of applications for both a rezoning and a Comprehensive Plan Future Land Use Map (FLUM) amendment for the above referenced properties (collectively the "Property") located within the City of Opa Locka (the "City").

The Applicant seeks to rezone the Property to the I-4 Liberal Industrial District (Storage and Salvage) ("I-4") zoning classification and to amend the City's FLUM to designate the entirety of the Property as Industrial in order to eliminate an existing split land use designation and bring the Property into full regulatory conformance.

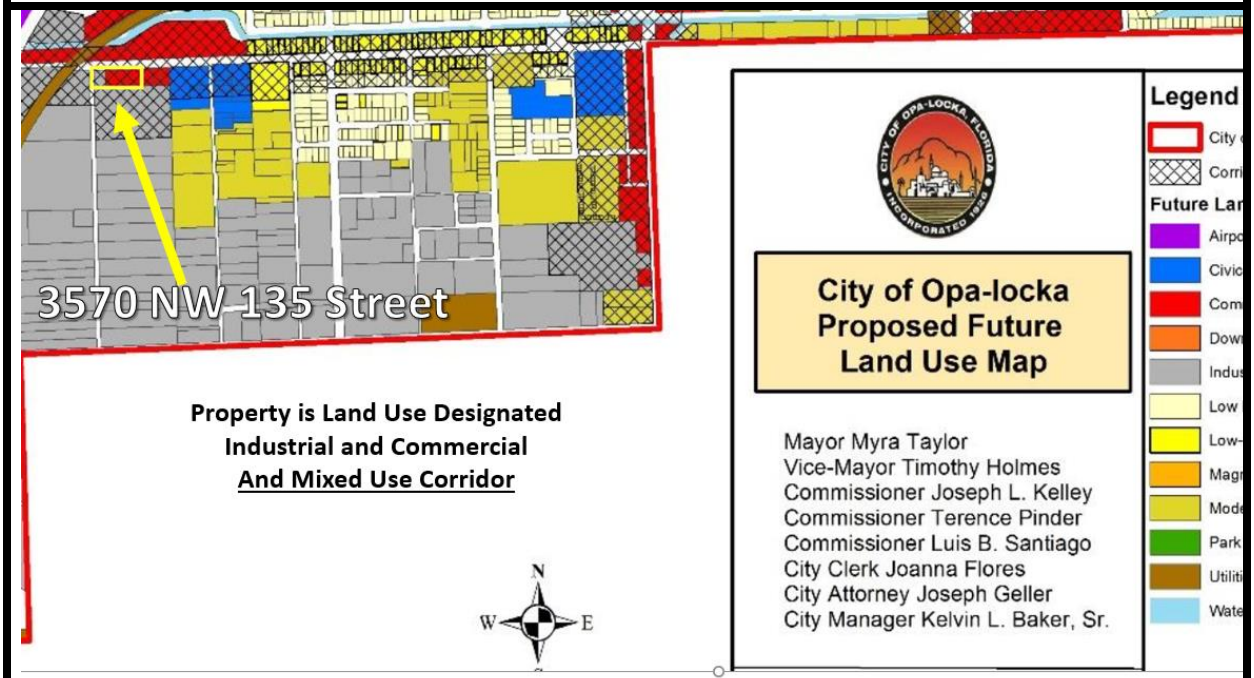
I. The Property and Existing Use

The Property consists of approximately 1.6 acres and is located on NW 135th Street. The Property has been continuously operated by All Parts International, Inc. ("API") as a used auto parts dealership for over 28 years. The longstanding industrial use has been conducted in a manner consistent with the surrounding industrial character of the area and has complemented nearby businesses by providing accessible, recycled auto parts and services.

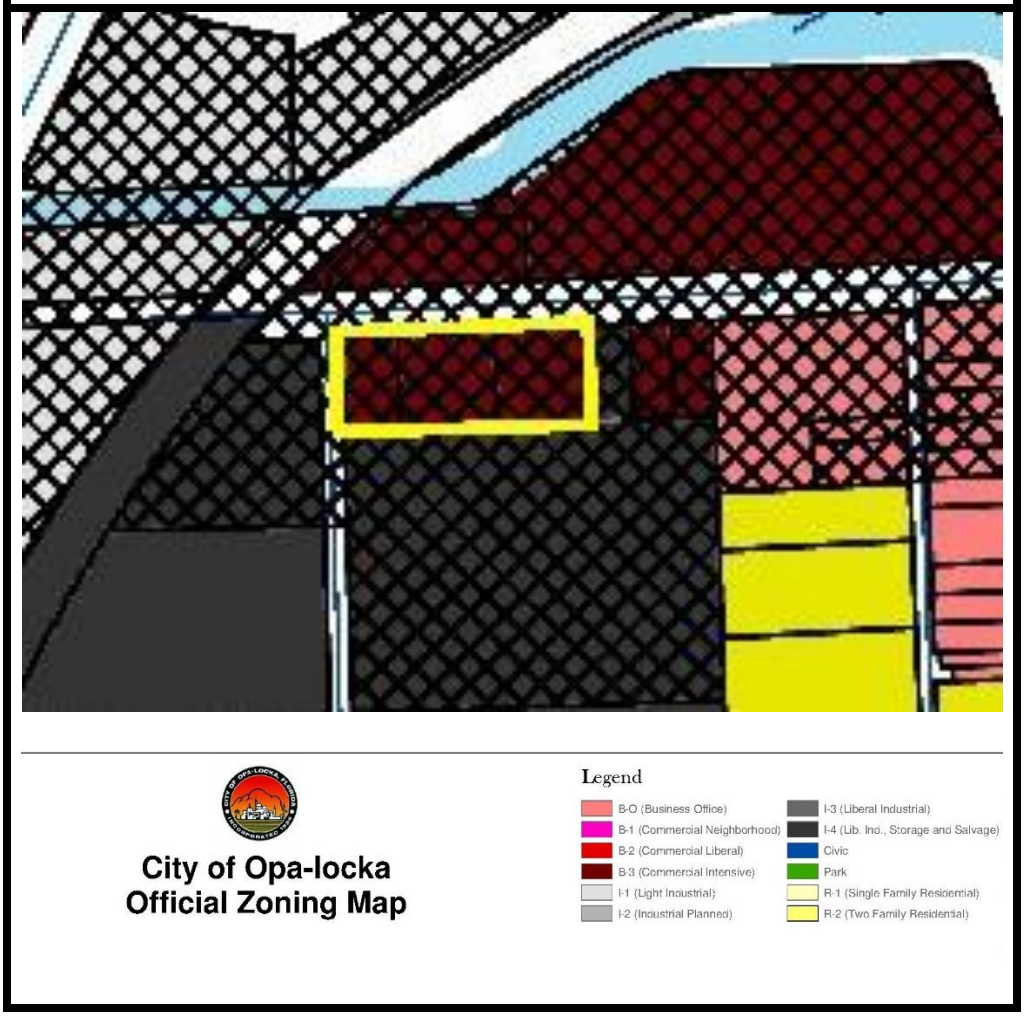
Following a City-initiated FLUM amendment and rezoning pursuant to Ordinance No. 15-31, the Property was designated Industrial, Commercial, and Corridor Mixed Use Overlay on the FLUM and zoned B-3 (Commercial Intensive) and Corridor Mixed Use. This resulted in a split FLUM designation, with the western portion of the site being designated Industrial and the eastern Commercial, while the entirety of the Property lies within the Corridor Mixed Use Overlay. The split designation does not accurately reflect the historical use of the Property as a unified industrial

operation and has resulted in regulatory inconsistencies affecting zoning and land use compliance across the site.

The Property Is Land Use Designated for Both Industrial and Commercial Uses



The Property Is Zoned Commercial Intensive



The existing auto parts use is currently considered a legal nonconforming use under the present zoning designation. To allow continued operation of the use and bring the site into conformance with the City's zoning code, the Applicant respectfully requests a Future Land Use Map Amendment to redesignate the portions of the Property currently designated Commercial thereby resulting in a uniform Industrial land use designation across all three parcels and a rezoning of the entire Property to I-4 from B-3 (Commercial Intensive).

II. Proposed Future Land Use Map Amendment

The proposed FLUM amendment is limited in scope and is intended solely to align the Comprehensive Plan designation with the longstanding industrial use of the Property, eliminate the existing split designation, and support logical land use planning along the NW 135th Street

corridor. This amendment does not introduce a new or intensified use nor does it alter the overall land use pattern within the area.

The proposed FLUM amendment is consistent with the initiation and review procedures set forth in the City Zoning Code and is supported by the existing development pattern and operational history of the Property.

III. Proposed Zoning and Public Commitments

The proposed I-4 zoning is the most appropriate district to accommodate the existing use and is consistent with the City's intent for liberal industrial activities. Importantly, the Applicant does **not** propose any intensification or expansion of the current use, nor any structural modifications. The goal is simply to align the zoning designation with the longstanding industrial character of the site and use.

As a proactive good-faith measure, the Applicant proposes to improve the site aesthetics by removing the front row of stacked cars lining the property frontage and ensuring adequate visual screening is maintained along the street to minimize any adverse visual impacts.

IV. Consistency with Comprehensive Plan and Approval Criteria

The proposed FLUM amendment and rezoning are consistent with the goals and objectives of the City Comprehensive Plan, including:

- OBJECTIVE LU-7: Protect, maintain, and improve the commercial and industrial districts, as designated on the Future Land Use Map

- Policy LU-7.5: Development and redevelopment in commercial and industrial districts shall be regulated to ensure compatibility with existing development, maintain and improve the local economy, promote job creation and training, and prevent the encroachment of incompatible uses.

- Policy LU-7.7: The City shall implement strategies to provide appropriate transitions between its commercial/industrial, mixed use and residential districts through its Land Development Regulations and other appropriate mechanisms.

In accordance with **Section 22-54(D)** of the City Code of Ordinances, the proposed rezoning satisfies the Planning Council's evaluation criteria:

- The rezoning supports the established land use pattern and is not considered spot zoning. The surrounding properties are similarly used for industrial and commercial purposes, and this request aligns the Property with the existing character of the corridor.

- It does not adversely impact public facilities, traffic, or drainage. The proposed rezoning reflects a continuation of the existing use, with no increase in intensity or demand on infrastructure.
- It promotes logical zoning boundaries aligned with adjacent industrial uses. Rezoning to I-4 creates consistency along NW 135th Street and avoids the irregular split-zoning currently affecting the site.
- It avoids conflict with the Comprehensive Plan and fulfills a continued need for industrial uses within the City.
- It maintains compatibility with surrounding properties and contributes positively to the City's economic fabric. The auto parts business has operated successfully for decades alongside neighboring businesses and will continue to do so under a conforming zoning designation.
- It does not result in adverse impacts to public safety, light, air, or property values and would not deter future development. By agreeing to improve screening and reduce visible outdoor storage at the street frontage, the Applicant ensures compatibility with nearby uses.
- There are several reasons why the Property cannot be reasonably used under its current zoning due to the nonconforming status of a long-established use. Rezoning to I-4 will remove the existing nonconformity, securing stable zoning designation for the continued operation of the business.

V. Conclusion

The proposed FLUM amendment and rezoning represent a logical corrective action that aligns the City's Comprehensive Plan designation and zoning classification and the longstanding use of the Property. Together these approvals will eliminate existing inconsistencies support continued lawful operation and enhance the orderly development of the NW 135th Street industrial corridor. The Applicant respectfully requests your favorable consideration of this application and look forward to working with City during the review process.

Thank you for your time and favorable consideration of this request.

Best regards,

Chanae L. Wood

Received:
By:
Date:

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS
FY 2024-2025

TOTAL FEES: $_____ New Fees as of October 1, 2015

FY 2024-2025 Meeting Dates (1st Tuesday of Each Month)	**Date Application Found Sufficient**
October 1, 2024	August 16, 2024
November 5, 2024	September 20, 2024
December 3, 2024	October 18, 2024
January 7, 2025	November 22, 2024
February 4, 2025	December 20, 2024
March 4, 2025	January 17, 2025
April 1, 2025	February 14, 2025
May 6, 2025	March 21, 2025
June 3, 2025	April 18, 2025
July 1, 2025	May 16, 2025
August 5, 2025	June 20, 2025
September 2, 2025	July 18, 2025

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.

2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.

3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*

4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.

5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

   City of Opa-locka
   Planning & Community Development Department
   780 Fishermen Street 4th floor
   Opa-locka, FL 33054
   Telephone: 305-953-2868, Ext. 1504
   Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: Proper Investment Inc.

PROPERTY OWNER'S ADDRESS: 3570 NW 135 Street Opa-Locka FL 33054
Number/Street City State/Zip Code

APPLICANT'S NAME: Proper Investment Inc.

APPLICANT'S ADDRESS: 3570 NW 135 Street Opa-Locka FL 33054
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305-681-4270 HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: 3570, 3530, 3450 NW 135 Street
Number/Street

TAX FOLIO NUMBER: (1) 08-2128-003-0391, (2) 08-2128-003-0380 (3) 08-2128-003-0390 PRESENT ZONING: 6500 Commercial - Classified

LEGAL DESCRIPTION: (1) 28-29 52 41 .36 AC, NILE GARDENS SEC 1 PB 31-42, LOT 1 LESS E560FT BLK 304, LOT SIZE 15370 SQUARE FEET OR 17113-4121 1095 3
(2) 28-29 52 41 7.42 AC, NILE GARDENS SEC 1 PB 31-42, W70FT OF E210FT LOT 1 & LOTS 2, THRU 4 LESS W10FT BLK 304, OR 14140-1000 0689 1(PORT) OR 14290-628 1089 1(PORT), OR 18015-4415 0298 5
(3) 28-29 52 41 .64 AC, NILE GARDENS SEC 1, PB 31-42, E175FT OF W236.06FT OF LOT 1, BLK 304, LOT SIZE 28000 SQ FT, OR 16737-2858 0395 6

Please check specific request:

___Tentative Plat
___Final Plat
___Comprehensive Plan Amendment: Small Scale; ___Large Scale *(please specify type of amendment)*
_X_ 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:
SEE ATTACHED

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 500' 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, Steven L. Parker 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

2/6/26
_____
Date

STEVEN LOPEZ
Notary Public - State of Florida
Commission # HH 322818
My Comm. Expires Oct 17, 2026

Sworn to and subscribed before me:

This 6th day of February, 2026

_____
Notary Public

My commission expires October 17, 2026

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: Proper Investment, Inc.

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Steven L. Parker, being first duly sworn, depose and say that I am the owner of the property legally described as:

28-29 52 41 .64 AC NILE GARDENS SEC 1
PB 31-42 E175FT OF W236.06FT OF LOT 1
BLK 304 LOT SIZE 28000 SQ FT
OR 16737-2858 0395 6
(3530 NW 135 ST)

I do give to Weiss Serota Helfman Cole + Bierman, P.L. 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 Weiss Serota Helfman Cole + Bierman, P.L. 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

11/4/25
Date

Sworn to and subscribed before me:

This 4th day of November, 2025.

Notary Public

My commission expires: OCT 17, 2026.

STEVEN LOPEZ
Notary Public - State of Florida
Commission # HH 322818
My Comm. Expires Oct 17, 2026

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 3455 NW 135 ST Folio No.: 08-2121-007-0130 (Front)

LEGAL DESCRIPTION: 21 52 41 .77 AC OPA LOCKA PLAT NO 3
PB 31-14 PORT OF TR A & PORT OF YACHT BASIN DESC BEG 66.42FTE OF SW COR OF TR A CONT E 339.93FT TH N110FT
W245.04FT SWLY AD 125.65FT S27.65FT TO POB BLK 116 OR 1893

I SUPPORT THIS DEVELOPMENT REQUEST X

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Carlos Arango PHONE: _____

ADDRESS (If different): 13480 CAIRO LANE OPA LOCKA, FL 33054

C Arango

Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 3440 NW 135 ST Folio No.: 08-2128-003-0370 (Rear & Right)

LEGAL DESCRIPTION: 28-29 52 41 7.42 AC NILE GARDENS SEC 1 PB 31-42
W70FT OF E210FT LOT 1 & LOTS 2 THRU 4 LESS W10FT BLK 304
OR 14140-1000 0689 1(PORT) OR 14290-628 1089 1(PORT)
OR 18015-4415 0298 5

I SUPPORT THIS DEVELOPMENT REQUEST ____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST ____

PROPERTY OWNER'S NAME: TRADEMARK METALS RECYCLING LLC PHONE: ____

ADDRESS (If different): 5401 W KENNEDY BLVD STE #400 TAMPA, FL 33609

Signature

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 13480 CAIRO LN Folio No.: 08-2128-003-0540 (Left)

LEGAL DESCRIPTION: 28-29 52 41
NILE GARDENS SEC 1 PB 31-42 LOT 1 BLK 305
LOT SIZE 75988 SQ FT
OR 14245-2360 0889 5

I SUPPORT THIS DEVELOPMENT REQUEST X

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Carlos Arango /Angela Arango PHONE: _____

ADDRESS (If different): _____

C Arango
Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

2015 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P95000024669

Entity Name: PROPER INVESTMENT, INC.

Current Principal Place of Business:

3570 NW 135 ST
OPA LOCKA, FL 33054

Current Mailing Address:

3570 NW 135 ST
OPA LOCKA, FL 33054

FEI Number: 65-0574191

FILED
Apr 17, 2015
Secretary of State
CC9946452050

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

LOTHARIUS, RICHARD
7700 N. KENDALL DR.
SUITE 304
MIAMI, FL 33143 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

Officer/Director Detail :

Title	PD	Title	VD
Name	PARKER, STEVEN	Name	PARKER, MARIELLA
Address	3570 NW 135 ST	Address	2570 NW 135 ST
City-State-Zip:	OPA LOCKA FL 33054	City-State-Zip:	OPA LOCKA FL 33054

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 an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: STEVEN PARKER PRESIDENT 04/17/2015

Electronic Signature of Signing Officer/Director Detail — Date

V10234

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

700280130047

01/08/16--01029--002 **10.00

12/29/15--01021--015 **68.75

FILED
2015 DEC 30 AM 9:21
SECRETARY OF STATE

RECEIVED
15 DEC 29 PM 12:07
DEPARTMENT OF STATE

12/31 cm
1-12 cm

· CAPITAL CONNECTION, INC.
417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

ALL PARTS INTERNATIONAL, INC.

Signature

Requested by: SN

Name | 12/29/15 Date | Time

Walk-In _____ Will Pick Up _____

____ Art of Inc. File_____
____ LTD Partnership File_____
____ Foreign Corp. File_____
____ L.C. File_____
____ Fictitious Name File_____
____ Trade/Service Mark_____
✓ Merger File_____
____ Art. of Amend. File_____
____ RA Resignation_____
____ Dissolution / Withdrawal_____
____ Annual Report / Reinstatement_____
✓ Cert. Copy_____
____ Photo Copy_____
____ Certificate of Good Standing_____
____ Certificate of Status_____
____ Certificate of Fictitious Name_____
____ Corp Record Search_____
____ Officer Search_____
____ Fictitious Search_____
____ Fictitious Owner Search_____
____ Vehicle Search_____
____ Driving Record_____
____ UCC 1 or 3 File_____
____ UCC 11 Search_____
____ UCC 11 Retrieval_____
____ Courier_____

FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 30, 2015

CAPITAL CONNECTION, INC.
% S.N.
TALL., FL 32301

SUBJECT: ALL PARTS INTERNATIONAL, INC.
Ref. Number: V10234

We have received your document for ALL PARTS INTERNATIONAL, INC. and your check(s) totaling $68.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger or articles of share exchange is $35 per party to the merger or share exchange. Certified copies are optional and are $8.75 for the first 8 pages of the document, and $1 for each additional page, not to exceed $52.50.

Please include the exhibit(s) referred to in your document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carol Mustain
Regulatory Specialist II

Letter Number: 415A00027114

RECEIVED
15 DEC 30 PM 4:14
SUFFICIENCY OF FILING

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ALL PARTS INTERNATIONAL, INC.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

CHRISTOPHER J. HOERTZ
Contact Person

LAW FIRM OF GARY M. SINGER, P.A.
Firm/Company

1391 SAWGRASS CORPORATE PARKWAY
Address

SUNRISE, FLORIDA 33323
City/State and Zip Code

CHRIS@GARYSINGERLAW.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

CHRISTOPHER J. HOERTZ At (954) 851-1448
Name of Contact Person — Area Code & Daytime Telephone Number

■ Certified copy (optional) $8.75 **(Please send an additional copy of your document if a certified copy is requested)**

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
All Parts International, Inc.	Florida	V10234

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
Proper Investment, Inc.	Florida	P95000024669

FILED
2015 DEC 31 P 12:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 28, 2015.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

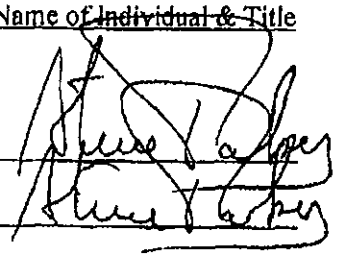
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 28, 2015.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of ~~Individual~~ & Title
All Parts International, Inc.		Steven Parker
Proper Investment, Inc.		Steven Parker



PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction
All Parts International, Inc.	Florida

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction
Proper Investment, Inc.	Florida

Third: The terms and conditions of the merger are as follows:

The Merger shall become effective under the Florida Statutes. The separate existence of the Proper Investment, Inc. shall cease and and the merging parties shall be merged with and into All Parts International, Inc. as the surviving party.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

Each share of Capital Stock outstanding in the merging corporation immediately before the Effective Date, other than Dissenting Shares, shall be converted into one (1) share of the Surviving Corporation.

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

N/A

OR

Restated articles are attached:

N/A

Other provisions relating to the merger are as follows:

N/A

1ST DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
June 2, 2026, 6:00 P.M.

CALL TO ORDER

The Planning and Zoning Board meeting was called to order at 6:09 P.M. on June 2, 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 Dawn Mangham, 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, Assistant City Attorney Candice Cobb, and Planning and Zoning Board Clerk Romany Branch.

2. INVOCATION

Zoning Official Lee provided the Invocation.

3. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES

- **PZAB Minutes – April 7, 2026**

Motion made by Board Member Hibbert Smith, seconded by Board Member Mangham to approve the minutes from the April 7, 2026 meeting. In a roll call vote, the **motion** passed unanimously (4-0).

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 DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE**

Assistant City Attorney Cobb read the Resolution into the record.

Oscar Robayna of Robayna & Associates, 5723 NW 158th Street, Miami Lakes, presented on behalf of the applicant. He stated the property owner was unable to attend due to a family emergency requiring out-of-country travel. The owner's daughters were present in his place.

Mr. Robayna described the site as approximately 3.5 acres on Cairo Lane, south of NW 135th Street, in the I-4 district. It currently operates as an auto salvage yard. The proposal is a concrete batching plant with 38 parking spaces for trucks, employees, and guests. He stated the project would comply with all applicable City, Miami-Dade County, and state regulations and would require no variances.

He stated the site met all I-4 setback and open-space minimums. It was organized to limit off-site dust. Stockpiles sit at the rear of the property, and drum cleaning is set well back from the driveway. He added that all trucks could circulate within the site rather than stage on Cairo Lane.

In response Acting Chair Dominquez's question, the applicant confirmed the current use was auto salvage and the proposed use a concrete batching plant. He stated the site sat across the street from a recent fire, which had not affected the property. Acting Chair Dominquez noted 3.5 acres was a favorable size for a batching plant.

Planning and Community Development Director Gay stated the City had spent two to three years amending the area's zoning code to expand permitted uses, which now include concrete batching plants and logistics operations.

Zoning Official Lee stated staff supported the proposed use, which was less environmentally harmful and less of a nuisance than the district's long-standing salvage and scrap-metal operations. It complied with County, fire, zoning, and building codes, was permitted under both the current zoning and land use designation, and required no variances or code amendments. All surrounding properties were I-4 heavy industrial. The office building would remain and the salvage inventory behind it would be removed.

Laura Pedre, the property owner's daughter, 7890 SW 66th Street, described the current junkyard operation.

Mr. Robayna confirmed the salvage use would end once the new facility was built. Only mixing trucks would remain on site overnight, with employees present during the day.

On timeline, Mr. Robayna estimated six to eight months for permitting, and possibly twelve. Construction would take another six to eight months, up to a year. He noted significant earthwork due to the low grade, plus state air permits and County permits.

Zoning Official Lee stated staff recommended approval.

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

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER THE DEVELOPMENT AGREEMENT APPLICATION FOR THE DEVELOPMENT OF A CONCRETE BATCHING PLANT WITH THE REQUIRED PARKING AND LANDSCAPING ON THE PROPERTY LOCATED AT 13060 CAIRO LANE AND IDENTIFIED BY FOLIO 08-2128-003-0620, IN THE I-4 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Resolution into the record.

Planning and Community Development Director Gay explained the item was the development agreement for the project. It sets out the process for permitting and development. He noted the applicant might need an extension depending on the permitting timeline. Such extensions are typically granted through the City Manager's Office.

The applicant and Zoning Official Lee were available for questions. The Board had none.

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

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO ACCESSORY DWELLING UNITS; AMENDING ARTICLE V, SECTION 22-145, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING DEFINITIONS, PROVIDING FOR STANDARDS FOR ACCESSORY DWELLING UNITS, PROVIDING FOR A REVIEW PROCESS; AMENDING CHAPTER V, SECTION 22-145 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A $100 FEE FOR ACCESSORY DWELLING UNIT CERTIFICATE OF USE AND A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Ordinance into the record.

Planning and Community Development Director Gay stated the legislation, held pending action on the recreational vehicle ordinance, had been in development for some time. It addresses accessory dwelling units (ADUs), bringing the City in line with Miami-Dade County and other municipalities that adopted similar rules approximately three years earlier.

Zoning Official Lee stated the amendment would update the Land Development Regulations to allow one ADU or guest house per residential lot, subject to review of construction, occupancy, and neighborhood compatibility, and would create an enforceable regulatory framework. One ADU is permitted per single-family lot, with occupancy limited to two persons per bedroom and one additional off-street parking space required, though guest houses are exempt. A guest house serves family members and shares the main residence's utilities; an ADU may house an unrelated tenant and have separate utilities.

He stated the ordinance also governs ADU location, design, and leasing. Sheds are not habitable and may not be used as ADUs. A certificate of use, inspections, Florida Building Code compliance, and site-plan-level review are required. An ADU may not exceed the height of the primary structure. Code enforcement would address noncompliance.

Zoning Official Lee stated staff recommended approval.

In response to Acting Chair Dominquez's question, Zoning Official Lee confirmed existing rental properties would be reviewed case by case, and grandfathering applies only to uses approved under a prior code approximately 20 years ago, not to current uses.

Planning and Community Development Director Gay added that an ADU above a garage does not count as a two-story structure, size is capped at a percentage of the primary residence's square footage, and parking requirements depend on the lot. The $100 is an application fee. The legislation aims to protect single-family residential quality of life, not enable multi-unit conversion, and only one standalone ADU is permitted per lot.

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

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP AND TO AMEND THE LAND USE DESIGNATION FOR THE PROPERTIES FROM COMMERCIAL LAND USE TO AN INDUSTRIAL LAND USE DESIGNATION, FOR A 1.6 ACRE OR 71,370 SQUARE FOOT, SITE CONSISTING OF THREE PARCELS, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, AND 08-2128-003-0380; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Ordinance into the record.

Edward Martos, 2800 Ponce de Leon Boulevard, presented on behalf of applicant All Parts International, which had operated an auto parts salvage business at the site since

1992 under all required permits. A 2015 rezoning and comprehensive plan amendment along NW 135th Street changed the property's designations, rendering the long-standing use nonconforming. The applicant did not learn of this until a 2022 notice from DERM and had since worked with DERM and the City to correct it. He requested approval of the map correction and stated the applicant agreed with all staff conditions, including added screening and lowering stacked vehicles along NW 135th Street.

Mr. Martos confirmed all fuel and liquids are removed and vehicles made safe before parts are recovered. The request would change the land use designation from commercial to industrial to restore compliance. The property had been entirely industrial before 2015 but currently held split designations.

Zoning Official Lee stated the amendment would align the three-parcel site's designation with its use, the Land Development Regulations, and the Comprehensive Plan. The change from commercial to industrial would satisfy Land Use Objective 7, Policy 7.5, and Policy 7.7, which collectively address protection of commercial and industrial districts, compatibility, and transitions between industrial, mixed-use, and residential districts. The surrounding area was industrial, and this site had been the one left out. Conditions would attach to the companion rezoning item.

Zoning Official Lee stated staff recommended approval.

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

5. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A REZONING REQUEST FOR APPROXIMATELY 1.6 ACRES OF LAND, LOCATED AT 3570 NW 135TH STREET, 3530 NW 135TH STREET, 3450 NW 135TH STREET, AND IDENTIFIED BY FOLIOS 08-2128-003-0391; 08-2128-003-0390, 08-2128-003-0380; FROM THE CURRENT COMMERCIAL INTENSIVE (B-3) ZONING DISTRICT TO THE LIBERAL INDUSTRIAL STORAGE AND SALVAGE (I-4) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Assistant City Attorney Cobb read the Ordinance into the record.

Zoning Official Lee stated the rezoning was not a typical request to enable a new use but to correct an error so the existing business could operate lawfully. The change was consistent with the surrounding land use pattern, would not create spot zoning, and would not alter population or traffic patterns, strain public facilities, affect living conditions, create drainage problems, or reduce light and air. District boundaries would become more logical, the Comprehensive Plan would not be conflicted, and property values could rise.

Staff recommended approval with the following conditions:

- The applicant must remove the stacked vehicles along the NW 135th Street frontage.
- Adequate visual screening must be installed and maintained under the City's zoning code, using fencing, walls, or landscaping, to shield the salvage operation.
- Outdoor storage may not expand beyond existing limits.
- The site must meet all I-4 district performance standards.

Acting Chair Dominquez thanked the applicant for keeping the area safe and operating in compliance.

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

6. ADJOURNMENT

Planning and Community Development Director Gay announced that Ms. Lisa Bryant had been appointed to the Planning and Zoning Board. She signed the required form and took the oath earlier that day. She would join the Board after orientation.

It was moved by Acting Chair Dominguez, seconded by Board Member Hibbert Smith, to adjourn the meeting.

There being no further business to come before the Planning and Zoning Board, the meeting was adjourned at 7:06 PM

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

1st Reading / Public Hearing:
2nd Reading / Public Hearing:
Adopted:
Effective Date:
Sponsored By: Commissioner Santiago

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RENAMING THE OPA-LOCKA GOVERNMENT CENTER IN HONOR OF MAYOR MYRA L. TAYLOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Former Mayor Myra L. Taylor has dedicated many years of distinguished service to the City of Opa-Locka, serving as Commissioner, Vice Mayor, and Mayor; and

WHEREAS, throughout her tenure, Mayor Taylor demonstrated an unwavering commitment to the residents of Opa-Locka and advanced numerous initiatives for the betterment of the community; and

WHEREAS, pursuant to Chapter 19, Article III, Section 19-27(b) of the City of Opa-Locka's Code of Ordinances, the City Commission hereby designates itself as the Street Naming Committee; and

WHEREAS, Mayor Taylor was instrumental in the City's acquisition of the Opa-Locka Government Center, which established a permanent home for municipal operations and services, and renaming the Government Center in her honor would serve as a lasting tribute to her leadership and contributions to the City of Opa-Locka.

WHEREAS, renaming event costs are to not expected to exceed Two Thousand, Five Hundred Dollars ($2,500.00); and

WHEREAS, the City Commission finds it in the best interest of the City to rename the Opa-Locka Government Center as "Mayor Myra L. Taylor Governmental Center."

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. AUTHORIZATION.
The City Commission hereby approves the renaming of the Opa-Locka Government Center as the "Mayor Myra L. Taylor Governmental Center" and authorizes renaming event costs not to exceed Two Thousand, Five Hundred Dollars ($2,500.00).

SECTION 3. IMPLEMENTATION.
The City Manager, or designee, may implement this Ordinance, including signage, notices, maps, records, and ceremonial matters, subject to applicable law and available appropriations; any additional appropriation or implementing approval shall be brought back to the City Commission.

SECTION 4. CONFLICT AND REPEALER.
All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY.
If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected by such holding and shall remain in full force and effect.

SECTION 6. SCRIVENER'S ERRORS.
Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review and approval by the City Attorney, without need of public hearing.

SECTION 7. EFFECTIVE DATE.
This Ordinance shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

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

City Manager:	Sha'mecca Lawson			**City Manager's Signature:**				
Commission Meeting Date:	09.09.2026		**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	Commissioner Santiago		**Department:**		City Commission			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA RENAMING THE OPA-LOCKA GOVERNMENT CENTER IN HONOR OF MAYOR MYRA L. TAYLOR.

Staff Summary:

Mayor Myra L. Taylor has dedicated many years of distinguished service to the City of Opa-locka, serving as Commissioner, Vice Mayor, and Mayor. Throughout her tenure, she demonstrated an unwavering commitment to the residents of Opa-locka and played a significant role in advancing numerous initiatives for the betterment of the community.

Among her many accomplishments, Mayor Taylor was instrumental in the City's acquisition of the Opa-locka Government Center, a project that established a permanent home for municipal operations and services. Renaming the Government Center to "Mayor Myra L. Taylor Government Center" in her honor would serve as a lasting tribute to her leadership, vision, and extraordinary contributions to the City of Opa-locka.

Financial Impact – There is no financial impact related to the passage of this Ordinance, however the renaming event costs including fixtures/signs are to not exceed $5,000 and to be charged to Non-Department General Expense, Account 19-519493.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Sponsored by: City Manager

ORDINANCE NO. 26-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 21 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "WATER, SEWER, AND STORMWATER UTILITIES"; ADDING CERTAIN NEW DEFINITIONS; AMENDING SECTION 21-202 TO ADD NEW SUBPARAGRAPH (C) TO REQUIRE CERTAIN CONSTRUCTION SITE OPERATORS TO USE AND MAINTAIN APPROPRIATE EROSION, SEDIMENTAION, AND WASTE CONTROLS; PROVIDING FOR PLAN REVIEW PRIOR TO CONSTRUCTION; PROVIDING FOR SIZE THRESHOLDS; PROVIDING FOR CONSTRUCTION-SITE INSPECTION OF PERMIT WORK; PROVIDING FOR NOTICE OF FAILURE TO COMPLY WITH APPROVED PLANS AND SPECIFICATIONS; PROVIDING FOR POST-CONSTRUCTION STORMWATER STANDARDS; PROVIDING FOR ENFORCEMENT REVIEW; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") is a co-permittee under Florida Department of Environmental Protection NPDES MS4 Permit No. FLS000003 (FLS267180), and Parts II.E.1, III.A.9.a, and related provisions of that permit require the City to maintain within its Code of Ordinances adequate legal authority to prohibit illicit discharges and to require construction-site operators to install, use, and maintain appropriate erosion, sedimentation, and waste controls, and to enforce those requirements; and

WHEREAS, on August 12, 2025, the City and the Department entered into Consent Order OGC File No. 24-3045 (the "Consent Order"), paragraph 6(c)(viii) of which requires the City to adopt an ordinance requiring construction-site operators to use and maintain appropriate erosion, sedimentation, and waste controls during construction in accordance with Permit Parts II.E. and III.A.9.a., and the Department's Stipulated Penalty Assessment dated April 21, 2026 establishes a deadline of August 1, 2026 for adoption of that ordinance; and

WHEREAS, the City of Opa-Locka desires to incorporate certain provisions from Chapter 24 of the Miami-Dade County Code of Ordinance that are necessary to satisfy its MS4 permit and Consent Order and related obligations for review and enforcement.

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

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Chapter 21 of the City's Code of Ordinances.

Amending Chapter 21 the City of Opa-Locka's Code of Ordinances, entitled "Water, Sewer, and Stormwater Utilities" to add certain new definitions to Article IV, specifically entitled "Definitions", with all other definitions remaining the same and shall read:

FDEP Florida Department of Environmental Protection, the State agency that issued the Consent Order (also called "the Department" or "DEP").

MS4 Municipal Separate Storm Sewer System, the City's publicly owned network of storm drains, pipes, ditches, and canals that carries rainwater (separate from the sewer that carries wastewater).

NPDES National Pollutant Discharge Elimination System, the federal Clean Water Act permit program (run by the State) that regulates what may be discharged into waters; the City's MS4 operates under an NPDES permit.

SWPPP Stormwater Pollution Prevention Plan, a site plan showing how a construction project will control erosion, sediment, and pollution while work is underway.

DERM Division of Environmental Resources Management — the Miami-Dade County environmental agency referenced in the City Code.

DIRECTOR means the Public Works Utilities Director of the City of Opa-Locka Public Works Department. All references to the Director in this Chapter mean that City official, and not the Director of the Miami-Dade County Department of Environmental Resources Management.

OGC Office of General Counsel, FDEP's legal office; the Consent Order's file number (OGC No. 24-3045) comes from this office.

CFR Code of Federal Regulations, the body of federal rules (the Consent Order cites 40 CFR 122.26(d)).

Fla. Stat. / Fla. Admin. Code Florida Statutes (State laws) and Florida Administrative Code (State rules), respectively.

Section and Ch. Means, "§" means "Section"; "Ch." means "Chapter."

Section 3: Amending Section 21-202 to add subsection (c) and other relevant section to the City's Code of Ordinances. Amending Chapter 21, specifically, Section 21-202 to add new subparagraphs to address construction site operators, inspections, measures for to use and appropriate erosion, sedimentation, and waste controls and shall read:

Sec. 21-202. - Permits, plan reviews, inspections, and administrative fees.

(a) It shall be unlawful for any person or organization to construct, enlarge, alter, repair, relocate, or demolish a storm sewer, natural watercourse or other drainage facility, without first filing an application and obtaining a proper permit from the city, DERM or any required county/state agency. The city shall require the payment of administrative fees to defray certain administrative costs incurred by the city's department of buildings and licensing and department of engineering, including, but not limited to, permit application and plan review, inspection and engineering review for each project. Payment shall be due upon submission of the permit application.

(b) Stormwater inspections and monitoring procedures. The city may enter, perform inspections, surveillance and monitoring procedures, within reasonable hours, on and of all structures and premises, and shall have free access to copying or reviewing pertinent records of a facility, system or premises, to ascertain the state of compliance with the laws, rules and regulations of the city, state and federal government regarding compliance as outlined in this chapter.

(1) The compliance personnel of the enforcing agency shall be provided with official identification and shall exhibit such identification when performing inspections.

(2) The owner, operator, lessees, occupant or person in charge of the structure or premises shall give the inspecting officer free access for the purpose of making such inspections without hampering, obstructing, or interfering with such obstruction.

(i) Any duly authorized representative of the City may enter and inspect any property, premises or place, at any reasonable time for the purpose of ascertaining the state of compliance with this article, or rules and regulations of the City. No person shall refuse immediate entry or access to any authorized representative of the City who requests such entry or access for the purpose of inspection, and who presents appropriate credentials; nor shall any person obstruct, hamper or interfere with any such inspection. If requested, the owner of the premises shall receive a report setting forth all facts found which relate to compliance status.

(ii) During work for which a permit has been issued, the City shall make periodic inspections to insure conformity with the approved plans and specifications of this Chapter.

(iii) If during the work, the City finds that the work is not being done in accordance with the said approved plans and specifications, it shall give the permittee and/or contractor and the engineer of record written notice, stating with which particulars of the approved plans and specifications the work is not in compliance. Failure to act in accordance with the requirements of the City after receipt of written notice may result in the initiation of revocation.

(c) For any application that includes stormwater infrastructure relating to land disturbing or construction activity, an engineering report that includes at least the following shall be submitted before any work takes place. The engineer's report and the SWPPP shall be reviewed and approved administratively by the Director.

1. a detailed description of the stormwater infrastructure and any alterations to existing stormwater infrastructure proposed;

2. basis of design with design data and calculations;

3. hydrology and hydraulic data and information, including storm duration and frequency;

4. geotechnical and other signed and sealed field test results quantifying infiltration, percolation, seepage, drawdown, upwelling, mounding, flow rates, and other properties of the ground, soil, subsurface, aquifer, and wells for the project and adjacent parcels and land, as applicable for the study;

5. topographical, aerial and other signed and sealed surveys for the project and adjacent parcels and land, as applicable for the study;

6. assumptions;

7. if a project disturbs 0.25 or more acres of land or is part of a larger common plan of development that will collectively disturb such quantity of land, a signed and sealed Stormwater Pollution Prevention Plan (SWPPP) demonstrating stabilization measures and pollution prevention controls designed to prevent erosion and sediment loss in areas exposed by the construction process, in accordance with the following:

a. For purposes of this paragraph, "disturb" means to clear, grade, excavate land.

b. The SWPPP shall provide sufficient details on the proposed measures to prevent dust particulates and stormwater runoff from leaving the site.

c. Prevention measures must include the protection of existing stormwater drainage structures onsite and offsite from impacts of siltation, turbidity, and ponding from the construction site.

d. Prevention measures may also include structural controls such as retention ponds, temporary sediment basins, entrance/exit controls, silt fencing, berms, and non-structural controls such as stabilization, phased construction, and good housekeeping.

e. The SWPPP shall include an inspection and maintenance schedule of the proposed pollution prevention controls; and

(f) The Director shall provide written notice of the deficiencies to the owner of the subject property and, where applicable, the wastewater collection or transmission system or stormwater infrastructure, and shall order the submission, for the Director's review and approval, of:

1. plans demonstrating how the deficiencies are to be corrected; and

2. after implementation of the approved plans, as-built plans demonstrating that the deficiencies have been corrected.

(g) Plans required pursuant to this subsection shall comply with this Chapter and the Land Development Regulations for the City.

(h) *Compliance with other regulations.* No provision of this section shall be construed to permit a less stringent design standard than that required by Chapter 24 of the Miami-Dade County Code of Ordinances pertaining to Stormwater.

(i) *Minimum stormwater standards for all development applications or approvals.* The following shall govern installation, replacement, or expansion of a non-structural impervious surface improvement and all other development applications or approvals on any parcel or property.

(a) *General requirements:*

(i) Non-structural impervious surface improvements shall not cause stormwater runoff onto adjacent parcels that are not designed and are not approved by the Director to receive such runoff.

(ii) Pavers shall be reviewed as non-structural impervious surface improvements, except that pavers installed and maintained in accordance with all of the following shall be deemed to be pervious areas:

1. Pavers are installed in low traffic areas with sandy soils, slopes less than 5 degrees (<5°), and a minimum of 24 inches between the water table and the paver base.

2. Pavers are certified by the manufacturer to be pervious.

3. Soils underlying pavers have a minimum permeability rate of 0.8 inches (2 cm) per hour, and pavers may be combined with an underdrain discharging into exfiltration trenches or other drainage infrastructure. Such an underdrain shall be required if the permeability rate of underlying soils is less than 0.8 inches (2 cm) per hour. An underdrain system, including any connected infrastructure, shall be designed to allow for periodic maintenance.

(iii) For all pervious areas, the property owner shall be responsible for periodic maintenance to avoid clogging and soil compaction or other substantial reduction of permeability. Maintenance of pervious areas includes but is not limited to maintenance of swales as required by the City's Code of Ordinances and pressure cleaning of permeable pavers and permeable pavement. All improvements shall be reviewed prior to approval to ensure that post-development stormwater impacts and runoff are limited to pre-development levels at the site boundary.

1. The applicant shall submit a signed and sealed engineering report for the Director's review and approval.

2. It is provided, however, that an engineering report shall not be required for single family and duplex residences that meet the stormwater quantity standards for single-family and duplex residences set forth in subparagraph (b)(i) below.

(iv) Stormwater impacts and runoff levels may be calculated based on peak flow, volume, or a combination of the two.

(v) The applicant shall demonstrate that the volume of runoff from the proposed improvement will be controlled by retaining runoff on site, infiltrating the runoff, ensuring that the volume of runoff during all storms greater than half of the two-year event remains constant, or a combination of such mechanisms.

(vi) For purposes of this subsection:

1. A "townhouse" as defined in the most current Florida Building Code, Building Edition, shall be considered a single-family property.

2. A "system" means a facility, or one or more separate facilities, structures, devices, equipment, or appurtenances that manage stormwater.

(vii) Perimeter site elevation shall be harmonized with the grades of adjacent and abutting parcels, except that the Director may approve onsite dry retention, dry detention, and stormwater inlets that are located no more than 12 inches below the minimum elevations of the County Flood Criteria map.

(b) *Single-family and duplex residences under certain conditions.* This paragraph shall govern individual single-family or duplex lots that are not part of a subdivision application and are not subject to a stricter water quantity requirement by other applicable local, County, South Florida Water Management District, or State regulation. For such lots, prior written approval by the Director shall be required pursuant to this

section. Applications pursuant to this paragraph shall comply with subparagraph (a) above and all of the following:

(i) *Stormwater quantity.* Lots shall retain, at a minimum, the runoff from a 25-year/10-minute storm event with zero off-site discharge. The following is considered equivalent to a 25-year/10-minute storm event with zero off-site discharge retention.

1. For lots with an area of 5,500 square feet or less:

a. a minimum of 5 feet of pervious area setback on a minimum of 3 sides of the property, with a 6-inch-deep swale along the property perimeter, and a minimum of 20 percent of pervious lot area; or

b. a minimum of 2.5 feet of pervious area setback on a minimum of 2 sides of the property and 10 feet of pervious area setback on a minimum of 1 side, with a 6-inch-deep swale along the property perimeter, and a minimum of 20 percent of pervious lot area.

2. For lots larger than 5,500 square feet:

a. a minimum of 5 feet of pervious area setback on a minimum of 3 sides of the property, with a 6-inch-deep swale along the property perimeter, and a minimum of 25 percent of pervious lot area; or

b. a minimum of 2.5 feet of pervious area setback on a minimum of 2 sides of the property and 10 feet of pervious area setback on a minimum of 1 side, with a 6-inch-deep swale along the property perimeter, and a minimum of 25 percent of pervious lot area.

3. The elevations along the perimeter of the property should match the existing elevations of the adjacent properties.

4. If the proposed grading raises the property more than 1.5 feet compared to the elevations of the adjacent properties, a retaining wall or equivalent feature shall be required.

5. Site grading shall direct stormwater away from buildings and shall prevent stormwater from running off to or discharging onto an adjacent parcel not approved for stormwater retention.

6. Where an existing or proposed site boundary elevation could allow runoff or discharge onto an adjacent property that has not been approved for stormwater retention pursuant to this chapter, retaining walls or other features to prevent offsite runoff shall be provided, subject to the Director's approval.

7. For lots, regardless of size, where buildings are proposed to have five stories or more, the lot shall retain, at a minimum, the run-off from a 25-year/6-hour storm event with zero off-site discharge, unless a higher retention standard is required by other applicable local, County, South Florida Water Management District, or State regulation.

(ii) *Stormwater quality.* Green areas, swales, pervious pavers, pervious pavement, dry shallow exfiltration trenches, retention systems, or similar infrastructure or other development as may be acceptable to the Director shall be utilized to satisfy the minimum stormwater retention onsite.

(iii) To meet the requirements set forth in subparagraphs (i) and (ii) above, the following shall not be located within the impervious area setback and shall not be included in calculations of minimum pervious area required by this section: structures; nonstructural impervious surface improvements; installations or improvements that do not qualify as a previous area; or other impediments to stormwater infiltration, including, without limitation, over-compaction of soils.

(iv) The area from the property line to the impervious area setback shall be pervious, to prevent stormwater runoff and discharges onto adjacent parcels and land.

(v) The improvement will not cause or let stormwater to run off or discharge onto adjacent parcels, properties, land, or surface water bodies, except for public rights-of-way, as determined by the Director.

(vi) *Administrative adjustments authorized.* Notwithstanding any provision to the contrary, where existing site conditions preclude full compliance with this section, the Director is authorized to approve an alternative design that complies with applicable state and federal requirements and achieves the highest level of water quality.

(vii) For existing single-family or duplex residences, an application shall not be required to comply with the stormwater quality and quantity standards set forth above where the application does not include, as determined by the Director: a non-structural impervious surface improvement; or any other improvement that increases impervious area on the lot or that is anticipated to cause pollution, contamination, flooding, or runoff.

(viii) Single-family or duplex residences that are part of a subdivision application or are subject to stricter stormwater quantity requirements by other applicable local, County, South Florida Water Management District, or State regulation shall be governed by paragraph 4(c).

(c) *All other developments and improvements.* Applications for all other developments and non-structural impervious surface improvements shall demonstrate compliance with

the following stormwater quantity and quality standards in addition to the general requirements of paragraph (4)(a).

(i) *Stormwater Quantity.*

1. Lowest site elevation shall be harmonized with the grades of adjacent and abutting parcels, except that the Director may approve onsite dry retention, dry detention, and stormwater inlets that are located no more than 12 inches below the minimum elevations of the County Flood Criteria map.

2. The Director may approve off-site discharge to an adjacent parcel approved for stormwater retention.

3. Onsite retention systems shall be designed for a minimum of a 25-year/6-hour storm event with zero off-site discharge unless a higher retention standard is required by other applicable local, County, South Florida Water Management District, or State regulation.

4. Retention systems shall be designed to recover as follows:

a. Onsite dry retention systems shall recover to the seasonal highwater table within 24 hours of the storm event.

b. Wet retention systems shall recover the permanent storage volume within 24 hours of the storm event.

5. Where a new overflow or outfall is proposed to discharge onto surface waters of secondary canals under City jurisdiction or primary canals maintained and operated by the South Florida Water Management District, on-site retention of the 25-year/3-day storm event with zero off-site discharge shall be provided, unless a higher retention standard is required by other applicable County, South Florida Water Management District, or State regulation.

6) For lots, regardless of size, where commercial, industrial, or multifamily buildings, including parking facilities, are proposed to have five stories or more, onsite retention systems shall be designed for a minimum of a 25-year/6-hour storm event with zero off-site discharge, unless a higher retention standard is required by other applicable local, County, South Florida Water Management District, or State regulation.

Stormwater Quality.

1. In evaluating stormwater quality, the greater of the following volumes shall be used: the onsite retention systems' volume; two and one-half inches of the total

impervious area, excluding public rights of way; or one inch over the total area, excluding the public rights of way.

2. If served or to be served by one or more outfalls, discharges shall be maintained free of debris, plastics, and floatable, settleable, suspended, or aquatic trash, and stormwater quality shall meet the strictest of the following standards:

a. post-development pollutant loads shall not exceed pre-development loads; or

b. post-development pollutant reduction shall not be less than 85 percent based on average annual loading; or

c. post-development pollutant loads shall not cause water quality violations in receiving water bodies; or

d. level of treatment sufficient to accomplish the percent reduction specified in the load allocation of an adopted Total Maximum Daily Load (TMDL) or adopted Reasonable Assurance Plan (RAP) for the pollutant(s) not meeting water quality standards, provided that if the TMDL or RAP for a particular pollutant is less strict than a., b., or c. above, then the strictest standard shall control for any particular pollutant.

Administrative adjustments authorized. Notwithstanding any provision to the contrary, where the Director determines that existing site conditions preclude full compliance with this section, the Director may approve an alternative design that complies with applicable state and federal requirements and achieves the highest level of water quality, provided that the applicant demonstrates that removal efficiency and design criteria are based on field-verified data approved by the Director or data and reports published by the Florida Department of Environmental Protection.

(iii) For existing developments, an application shall not be required to comply with the stormwater quality and quantity standards set forth above where the application does not include, as determined by the Director: a non-structural impervious surface improvement; or any other improvement that increases impervious area on the lot or that is anticipated to cause pollution, contamination, flooding, or runoff.

(d) *Public right-of-way projects not part of a subdivision application.* Public right-of-way projects that are not part of a subdivision application shall comply with the following stormwater quantity and quality standards in addition to the general requirements of paragraph (4)(a):

(i) *Stormwater Quantity*

1. Where approved by the Director, stormwater inlets and catch basins may be located up to twelve inches below County Flood Criteria.

2. The right-of-way shall be graded to prevent stormwater from running off or discharging onto adjacent parcels not approved for stormwater retention pursuant to this chapter.

3. Green areas, swales, retention or detention areas, and exfiltration trenches may be used when consistent with this chapter.

(ii) *Stormwater Quality.* Unless otherwise approved by both the Director and the Director of Public Works, public rights-of-way shall comply with the stricter of: the stormwater quality requirements set forth in paragraph (4)(c) above; or the City public works manual.

(iii)

Administrative adjustments authorized. Notwithstanding any provision to the contrary, where existing site conditions preclude full compliance with this section for public rights-of-way, the Director, following consultation with the Director of Public Works, is authorized to approve an alternative design that complies with applicable state and federal requirements and achieves the highest level of water quality.

(e) *Other Requirements.*

(i) If provided, interior garage drains shall be connected to a separate onsite drainage system with a two-foot sand filter below the pipe invert and above the mean high-water table.

(ii) If provided, dumpster pads shall be located adjacent and graded to a green area for proper stormwater management and to prevent waste liquids from entering the drains.

(f) *Erosion and Sedimentation Controls.* Erosion and sedimentation controls shall be provided in accordance with the following:

(i) Construction activities involving earth work or excavations along public rights-of-way or adjacent to water bodies shall provide erosion and sedimentation controls to limit impacts to existing drainage facilities, water bodies, and natural preserve areas. The controls shall be included in the Stormwater Pollution Prevention Plan (SWPPP) to be submitted as part of a permit application and shall be subject to review and approval by the Director.

(ii) Construction projects involving more than one acre of total impervious area, including existing impervious area at the site, shall provide temporary structural stormwater features to retain stormwater runoff onsite from a 25-year/6-hour storm event during and until the completion of all construction activities.

(iii) During construction, open ground soils shall be stabilized or covered for protection from rainfall to prevent erosion and sedimentation into public rights-of-way, adjacent properties, water bodies, and natural preserved areas.

(g) *Design seasonal water table.*

(i) The design seasonal water table (October and May) shall be based on the latest current and future groundwater elevations maps and data that are officially adopted by Miami-Dade County ordinance, the United States Geological Service, or the South Florida Water Management District, and the most restrictive shall apply.

(ii) Future groundwater elevation maps that incorporate sea level rise forecasts based on the Intermediate High curve projections promulgated by the National Oceanic and Atmospheric Administration (NOAA) shall be used, when available, to best match the future time horizon with the anticipated life cycle being used for design of infrastructure.

(h) *Tail-water design seasonal elevation.*

(i) The tail-water design seasonal elevation for outfalls shall be based on the latest current surface water elevations that are officially adopted by Miami-Dade County ordinance, the United States Geological Service, NOAA, and the South Florida Water Management District, and the most restrictive shall apply.

(ii) Future surface water elevations that incorporate sea level rise based on the Intermediate High curve projections promulgated by NOAA shall be used, when available, to best match the future time horizon with the anticipated life cycle being used for design of infrastructure.

(iii) Seasonal surface water elevation calculations shall be signed and sealed by an engineer licensed in the State of Florida.

(i) Notwithstanding any provision of this chapter to the contrary, development that contains at least 10 acres of total area, or at least 2 acres of impervious surface area, shall provide on-site retention of the 25-year/3-day storm event with zero off-site discharge.

(i) The construction, alteration, or operation of a stormwater water management system in such a development shall also require a Surface Water Management General

Permit, which may be issued by the Department pursuant to authority delegated by the South Florida Water Management District.

(ii) It is provided, however, that a Surface Water Management General Permit is not required if the project does not meet the District-specific threshold for a Surface Water Management General Permit, as defined in the South Florida Water Management District Environmental Resource Permit Applicant's Handbook - Volume II, effective May 22, 2016, as may be amended.

(j) Any development that includes placement of fill shall provide flood routing calculations demonstrating that the peak stage for the 100-year design storm is not encroaching on the floodplain. No such fill may be placed until such calculations have been submitted in a report signed and sealed by a professional engineer licensed in the State of Florida and have been reviewed and approved in writing by the Director.

(k) Notwithstanding any provisions of this chapter to the contrary, any subdivision or development that includes more than one contiguous parcel shall provide, at a minimum, on-site retention of the 25-year/3-day storm event with zero off-site discharge, unless otherwise approved by the Director.

Issuance of stop orders; injunctions; standards of service.

Whenever any public utility as herein defined engages or is about to engage in the construction, operation or extension of a water system or sewer system in violation of the provisions of this chapter, the Director, on the Director's own initiative or upon complaint, shall forthwith make such preliminary investigation as he may deem appropriate and may, either with or without notice, enter an order requiring such public utility to cease and desist from such construction, operation or extension until further order of the Board. A public hearing on such violation shall be held by the Board within thirty (30) days after the entry of the order to cease and desist. Reasonable written notice of the public hearing shall be given by mail to the public utility involved. Within fifteen (15) days after the hearing the Board shall enter an order either requiring the permanent cessation of construction, operation or extension, or authorizing continuation thereof under such terms and conditions as may be commensurate with the public interest and welfare. Any failure to comply with the stop orders of the Board may be enjoined and restrained by injunctive order of the Circuit Court in appropriate proceedings instituted for such purpose.

The Environmental Quality Control Board shall have the power, and it shall be its duty, to establish reasonable standards of service for each class of public utilities as defined in this Code, after notice and public hearing, and thereafter to enforce such standards. In

performing this duty, the Board shall exercise its powers to conduct investigations and inspections, to make examinations and tests, to prescribe standards of measurement for testing the quality, pressure, or other conditions pertaining to the supply or quality of the product furnished or adequacy of the service rendered by any such utility, and to fix fees for the examination and testing of meters and other measuring devices, as provided by law in establishing the general regulatory powers of the Board, and as directed herein. Standards previously adopted by the Water and Sewer Board pursuant to this Code remain in full force and effect under the jurisdiction of the Environmental Quality Control Board until modified as provided above.

Sec. Enforcement; procedure, remedies.

It shall be unlawful for any person to violate any of the provisions of this chapter, any lawful rules and regulations promulgated under this chapter, any lawful order of the Director or the Director's designee, or any condition, limitation or restriction which is part of an operating permit. It shall be the duty of the City and municipal officials and employees to enforce the provisions of this chapter. No building permit shall be issued for the installation of any improvements or facilities governed by the provisions of this chapter without the prior approval of the Director or the Director's designee. In addition to any other remedies provided by this chapter, the Director shall have the following judicial remedies available to the Director for violations of this chapter, any lawful rule or regulation promulgated under this chapter, any lawful order of the Director or the Director's designee, or any condition, limitation or restriction which is part of an operating permit:

(1) The Director may institute a civil action in a court of competent jurisdiction of through the City's Special Magistrate process to establish liability and to recover damages for any injury to the air, waters, or property, including animal, plant, and aquatic life, within the geographical limits of the City caused by such violation.

(2) The Director may institute a civil action in a court of competent jurisdiction to impose and recover a civil penalty for each violation in an amount of not more than twenty-five thousand dollars ($25,000.00) per offense. However, the court may receive evidence in mitigation. Each day during any portion of which such violation occurs constitutes a separate offense.

(3) The Director may institute a civil action in a court of competent jurisdiction to seek injunctive relief to enforce compliance with or prohibit the violation of this chapter, any lawful rules or regulations promulgated under this chapter, any lawful order of the Director or the Director's designee, or any condition, limitation or restriction which is

part of an operating permit; and to seek injunctive relief to prevent injury to the air, waters, and property, including animal, plant, and aquatic life within the geographical limits of the City, and to protect human health, safety, and welfare caused or threatened by any violation.

(4) If any person shall fail or refuse to obey or comply with, or violates any of the provisions of this chapter, or any lawful rule or regulation promulgated hereunder, or any lawful order of the Director or the Director's designee, or any condition, limitation or restriction which is part of an operating permit; issued or rendered under and pursuant to the provisions of this chapter, such person, upon conviction of such offense, shall be punished by a fine not to exceed five hundred dollars ($500.00), or, in the case of a violation of this Code, by a fine not to exceed two thousand ($2,000) per day, or by imprisonment in accordance with the penalties set forth in Section 125.69 of the Florida Statutes, or by imprisonment not to exceed sixty (60) days in the County Jail, or both in the discretion of the court. Each day of continued violation shall be considered as a separate offense.

Civil liability; joint and several liability; attorneys' fees.

(1) Whoever commits a violation of this chapter or any lawful rule or regulation promulgated under this chapter is liable to the City for any damage caused to the air, ground, waters, or property, including animal, plant, or aquatic life, within the geographical limits of the City and for reasonable costs and expenses of the City in tracing the source of the discharge, in controlling and abating the source and the pollutants, and in restoring the air, waters, and property, including animal, plant, and aquatic life, within the geographical limits of the City in accordance with the provisions of this chapter, and furthermore is subject to the judicial imposition of a civil penalty for each offense in an amount of not more than twenty-five thousand dollars ($25,000.00) per offense. Each day during any portion of which such violation occurs constitutes a separate offense. Nothing herein shall give the Director the right to bring an action on behalf of any private person.

(2) Whenever two (2) or more persons pollute the air, ground or waters of the City in violation of this chapter or any lawful rule or regulation promulgated under this chapter or any order of the Director so that the damage is indivisible, each violator shall be jointly and severally liable for such damage and for the reasonable cost and expenses of the City incurred in tracing the source of the discharge, in controlling and abating the source and the pollutants, and in restoring the air, waters, ground and property, including the animal, plant and aquatic life of the City in accordance with the provisions of this chapter.

However, if said damage is divisible and may be attributed to a particular violator or violators, each violator is liable only for that damage attributable to his violation.

(3) In assessing damages for fish killed, the value of the fish is to be determined in accordance with a table of values for individual categories of fish which has been promulgated by the Florida Department of Environmental Protection.

(4) All the judicial remedies in this chapter are independent and cumulative.

(5) Each mangrove tree unlawfully trimmed, cut or altered shall constitute a separate violation of this chapter.

(6) Whenever a violation of this chapter occurs or exists, or has occurred or existed, any person, individually or otherwise, who has a legal, beneficial, or equitable interest in the facility or instrumentality causing or contributing to the violation, or who has a legal, beneficial, or equitable interest in the real property upon which such violation occurs or exists, or has occurred or existed, shall be jointly and severally liable for said violation regardless of fault and regardless of knowledge of the violation. This provision shall be construed to impose joint and severable liability, regardless of fault and regardless of knowledge of the violation, upon all persons, individually or otherwise, who, although said persons may no longer have any such legal, beneficial or equitable interest in said facility or instrumentality or real property, did have such an interest at any time during which such violation existed or occurred or continued to exist or to occur. This provision shall be liberally construed and shall be retroactively applied to protect the public health, safety, and welfare and to accomplish the purposes of this chapter.

(7) Any person violating any provision of this chapter shall immediately correct the violation and restore the air, water, ground and property, including but not limited to animal, plant, and aquatic life, affected by said violation in accordance with the provisions of this chapter.

(8) Owners of real property shall be liable for the sums expended by the City pursuant to this Code when the violation of this chapter occurred or continued to exist or appeared imminent upon the real property aforesaid, regardless of fault and regardless of knowledge of the aforesaid violation. All sums expended by the City pursuant this Code shall constitute and are hereby imposed as special assessments against the real property aforesaid, and until fully paid and discharged or barred by law, shall remain liens equal in rank and dignity with the lien of City ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. All such sums shall become immediately due and owing to the City upon expenditure by the City and shall become delinquent if not fully paid within sixty (60)

days after the due date. All such delinquent sums shall bear a penalty of fifteen (15) percent per annum. Unpaid and delinquent sums, together with all penalties imposed thereon, shall remain and constitute special assessment liens against the real property involved for the period of five (5) years from due date thereof. Said special assessment liens may be enforced by the Director by any of the methods provided in Chapter 85, Florida Statutes, or, in the alternative, foreclosure proceedings may be instituted and prosecuted by the Director pursuant to the provisions of Chapter 173, Florida Statutes, or the collection and enforcement of payment thereof may be accomplished by any other method provided by law. All sums recovered by the City pursuant to this provision shall be deposited by the City into the fund from which said sums were expended.

(9) Upon the rendition of a judgment or decree by any of the courts of this state against any person and in favor of the Director under any of the provisions of this chapter, the trial court, or, in the event of an appeal in which the Director prevails, the appellate court shall adjudge or decree against said person and in favor of the Director a reasonable sum as fees or compensation for the Director's attorney prosecuting the suit in which the recovery is had. Where so awarded, compensation or fees of the attorney shall be included in the judgment or decree rendered in the case. This provision shall apply to all civil actions, legal or equitable, filed after the effective date of this ordinance by the Director pursuant to this chapter. Cessation of a nuisance, sanitary nuisance or of any other violation of any of the provisions of this chapter whatsoever, prior to rendition of a judgment or of a temporary or final decree, or prior to execution of a negotiated settlement, but after an action is filed by the Director under any of the provisions of this chapter, shall be deemed the functional equivalent of a confession of judgment or verdict in favor of the Director for which attorneys' fees shall be awarded by the trial court as set forth hereinabove.

~~(11) In assessing damages for tree(s) or understory unlawfully removed, the value of the tree(s) or understory shall be based upon the cost of the tree(s) or understory and all costs associated with planting. At a minimum, the value of the tree(s) or understory, including the cost of planting, shall be two (2) times the current wholesale price of the tree(s) or understory based upon the largest available size or actual size of the tree(s) or understory removed, whichever is smaller, as set forth in recognized nursery publications.~~

~~(12) Whenever a mangrove tree is unlawfully trimmed, cut or altered, any person who authorized, permitted, suffered, or allowed said violation or whose agent, employee, servant, or independent contractor caused or contributed to the violation or who has a legal, beneficial or equitable interest in the real property upon which such violation~~

~~occurs or exists, shall be jointly and severally liable for said violation regardless of fault and regardless of knowledge of the violation. This provision shall be construed to impose joint and several liability, regardless of fault and regardless of knowledge of the violation, upon all persons, individually or otherwise, who, although said persons may no longer have a legal, beneficial or equitable interest in said real property or may no longer have a relationship with such agent, employee, servant or independent contractor, did have such an interest or relationship at any time during which such violation existed or occurred or continued to exist or occur. This provision shall be liberally construed and shall be retroactively applied to protect the mangrove tree resources of Miami-Dade City and to accomplish the purposes of this chapter.~~

Section 4. Relationship to other law.

Nothing in this Chapter shall be construed to waive the sovereign immunity of the City beyond the limits of Section 768.28, Florida Statutes; to repeal, supersede, or limit Chapter 21, Article IV (the City of Opa-locka Stormwater Utility Ordinance) or any other provision of this Code except to the extent of express conflict; or to limit any right, remedy, or authority available to the City under law.

Section 5. Codification and 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.

The provisions of Section 1 of this Ordinance shall be codified as Chapter 21 of the Code of Ordinances of the City of Opa-locka. The City Attorney and the City Clerk are authorized to renumber, reletter, and correct scrivener's errors and citations to conform to the final codified text, provided that no chapter or section number already in use in the Code (including Chapter 23, Employee Protection Whistleblower Act) shall be duplicated.

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. 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 take effect thirty (30) days after adoption on second reading. The City Clerk shall transmit a certified copy of this Ordinance to the Florida Department of Environmental Protection (in satisfaction of paragraph 6(c)(viii) of Consent Order OGC File No. 24-3045) and to the Miami-Dade County Department of Environmental Resources Management within ten (10) business days of adoption.

PASSED on First Reading this ___ day of _____, 2026.

PASSED AND ADOPTED on 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:	Airia Austin			**Department Director Signature:**				
City Manager:	Sha'mecca Lawson			**CM Signature**				
Commission Meeting Date:	07.08.2026		**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#: N/A**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ■ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* Maintain regulatory compliance and environmental stewardship of the City's stormwater (MS4) system.			
	X							
Sponsor Name	City Manager		**Department:**		Public Works			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CREATING CHAPTER 24 OF THE CODE OF ORDINANCES, ENTITLED "STORMWATER QUALITY MANAGEMENT"; ADOPTING BY REFERENCE SPECIFIED STORMWATER, ILLICIT-DISCHARGE, CONSTRUCTION-SITE EROSION, SEDIMENTATION, AND WASTE-CONTROL, AND DEWATERING PROVISIONS OF CHAPTER 24 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; ESTABLISHING THE CITY'S LEGAL AUTHORITY AND ENFORCEMENT MECHANISM UNDER ITS NPDES MS4 PERMIT AND CONSENT ORDER OGC FILE NO. 24-3045; DESIGNATING THE CITY'S SPECIAL MAGISTRATE AS THE ENFORCEMENT AUTHORITY PURSUANT TO CHAPTER 162, FLORIDA STATUTES; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Staff Summary:

The City of Opa-locka is required by State regulators to adopt a stormwater ordinance and currently has no chapter of its Code that provides the legal authority demanded by its stormwater (MS4) permit. As a co-permittee under FDEP NPDES MS4 Permit No. FLS000003, the City must maintain ordinances that prohibit illicit discharges and require construction-site operators to install and maintain erosion, sedimentation, and waste controls. Paragraph 6(c)(viii) of the City's Consent Order with the Florida Department of Environmental Protection (FDEP) specifically directs the City to adopt such an ordinance, and FDEP's Stipulated Penalty Assessment dated April 21, 2026, sets a firm deadline of August 1, 2026, for adoption.

Staff recommend the City Commission adopt the proposed ordinance, which creates Chapter 24 of the City Code ("Stormwater Quality Management"). Rather than re-writing technical standards, the ordinance adopts by reference only the targeted, on-point provisions of Miami-Dade County Code Chapter 24 — water-pollution prohibitions (24-42), stormwater and construction-site SWPPP / erosion-and-sediment standards (24-42.8), environmental permits including the Class V dewatering permit (24-48 / 24-48.1), and stormwater management (24-21.1), while establishing the City's own municipal enforcement authority through its Special Magistrate under Chapter 162, Florida Statutes. This approach satisfies the permit and Consent Order while preserving regional uniformity with the County and avoiding overlap with the City's existing Stormwater Utility Ordinance (Chapter 21, Article IV).

History – The City's stormwater obligations arise from its NPDES Municipal Separate Storm Sewer System (MS4) permit administered by FDEP. On August 12, 2025, the City and FDEP entered into Consent Order OGC File No. 24-3045 to resolve identified MS4 program deficiencies, which required the City to complete a series of corrective actions, Including, under Paragraph 6(c)(viii), adoption of a construction-site erosion, sedimentation, and waste-control ordinance consistent with Permit Parts II.E. and III.A.9.a.

Because the ordinance had not been adopted within the Consent Order's original time frame, FDEP issued a Stipulated Penalty Assessment dated April 21, 2026 establishing August 1, 2026 as the deadline for adoption. The proposed Chapter 24 ordinance was prepared by the City Attorney and Public Works to meet that deadline. It also designates the Special Magistrate as the enforcement authority, requires post-construction maintenance covenants, adopts the State's Florida-Friendly fertilizer model, directs conforming updates to City dewatering procedures within 60 days, directs negotiation of an Interlocal Memorandum of Understanding with Miami-Dade DERM within 180 days, and continues the bi-monthly and quarterly status reporting required by the Consent Order until all corrective actions are complete.

Financial Impact

Adoption of the ordinance requires no new appropriation, but the matter carries significant financial consequences because it is the regulatory driver that limits the City's exposure to FDEP penalties under the Consent Order:

- **Penalties already assessed:** $62,852.92 under the Consent Order (Paragraph 9) — comprising $60,352.92 in administrative penalties and $2,500 in the Department's costs and expenses.
- **Stipulated penalties for noncompliance:** $200 per day for each day the City fails to timely comply with the Consent Order's requirements (Paragraph 10), which include adopting this ordinance by August 1, 2026 — approximately $6,000 per month, or roughly $73,000 per year, of avoidable, recurring cost.
- **Maximum exposure on default:** should the City fail to perform under the Consent Order, FDEP retains the right to seek judicial civil penalties of up to $15,000.00 per day, per violation, plus potential criminal liability.

- **Ongoing compliance costs:** conforming the City's dewatering SOPs and permit forms (within 60 days), preparing the annual MS4 report, and negotiating the DERM Interlocal MOU (within 180 days) are administrative tasks expected to be absorbed within the existing Public Works operating budget.

Net effect: timely adoption is a cost-avoidance measure. It stops the $200/day stipulated-penalty clock and removes the risk of escalating civil penalties, at no direct appropriation to the City.

Proposed Action:

Staff recommend the City Commission adopt the ordinance creating Chapter 24, "Stormwater Quality Management," on first and second reading, and authorize and direct the City Clerk to transmit a certified copy of the adopted ordinance to the Florida Department of Environmental Protection (in satisfaction of Paragraph 6(c)(viii) of Consent Order OGC File No. 24-3045) and to the Miami-Dade County Department of Environmental Resources Management within ten (10) business days of adoption — so that the City remains compliant with its NPDES MS4 permit and the Consent Order and avoids further FDEP penalties.

Attachment:

Agenda Cover Memo
Proposed Ordinance creating Chapter 24, "Stormwater Quality Management"