



**GRAND BAY AT DORAL
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
SPECIAL BOARD MEETING
DECEMBER 21, 2022
10:30 A.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193

786.313.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
GRAND BAY AT DORAL
COMMUNITY DEVELOPMENT DISTRICT

Grand Central Clubhouse
10551 NW 88th Street
Doral, Florida 33178

SPECIAL BOARD MEETING

December 12, 2022

10:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. November 16, 2022 Regular Board Meeting.....Page 2
- G. Old Business
 - 1. Staff Report: As Required
- H. New Business
 - 1. Consider Approval of Second Amendment to Purchase & Sale Contract with
Flordade LLC (Grand Bay Preserve).....Page 4
- I. Administrative & Operational Matters
- J. Board Members & Staff Closing Comments
- K. Adjourn

Miscellaneous Notices



Published in Miami Daily Business Review on December 14, 2022

Location

Miami-Dade County,

Notice Text

NOTICE OF SPECIAL BOARD MEETING OF THE
GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the Grand Bay at Doral Community Development District (the "District") will hold a Special Board Meeting (the "Meeting") of its Board of Supervisors (the "Board") on December 21, 2022, at 10:30 a.m. at Lennar Homes, LLC located at 5505 Blue Lagoon Drive, Miami, Florida 33126. The purpose of the Special Board Meeting is for the Board to amend the agreement on the preserve land between CDD and developer and any other District business which may lawfully and properly come before the Board.

A copy of the agenda for the Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., at (561) 630-4922 or asilva@sdsinc.org (the "District Manager's Office") during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting.

Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT

www.grandbayatdoralcdd.org

12/14 22-30/0000635969M

**GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 16, 2022**

A. CALL TO ORDER

District Manager Armando Silva called the November 16, 2022, Regular Board Meeting of the Grand Bay at Doral Community Development District (the “District”) to order at 11:38 a.m. in the Meeting Room at the Grand Central Clubhouse located at 10551 NW 88th Street, Doral, FL 33178.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 10, 2022, as part of the District’s Fiscal Year 2022/2023 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of the following Board Members constituted a quorum and it was in order to proceed with the meeting: Vice Chairperson Teresa Baluja and Supervisors Josef Correia and Salome Castano.

Staff in attendance included: District Manager Armando Silva of Special District Services, Inc.; and District Counsel Michael Pawelczyk of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. August 17, 2022, Regular Board Meeting and Public Hearing

Mr. Silva presented the August 17, 2022, Regular Board Meeting and Public Hearing minutes and asked if there were any comments and/or changes. There being no comments or changes, a **motion** was made by Ms. Baluja, seconded by Ms. Castano and unanimously passed approving the August 17, 2022, Regular Board Meeting and Public Hearing minutes, *as presented*.

G. OLD BUSINESS

1. Staff Report, as Required

There was no Staff Report at this time.

H. NEW BUSINESS

1. Consider Resolution No. 2022-06 – Adopting a Fiscal Year 2021/2022 Amended Budget

Mr. Silva presented Resolution No. 2022-06, entitled:

RESOLUTION NO. 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva read the title of the resolution into the record and provided an explanation for the document. He further stated that the Operating Fund as of September 30, 2022, had a positive balance. A discussion ensued after which;

A **motion** was made by Ms. Baluja, seconded by Ms. Castano and unanimously passed to approve and adopt Resolution No. 2022-06, *as presented*; thereby setting the amended/revised final budget for the 2021/2022 fiscal year.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

There were no Administrative or Operational Matters to come before the Board.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no Board Member or Staff closing comments.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Baluja, seconded by Ms. Castano and passed unanimously to adjourn the Regular Board Meeting at approximately 11:41 a.m.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

SECOND AMENDMENT TO PURCHASE AND SALE CONTRACT

THIS SECOND AMENDMENT TO PURCHASE AND SALE CONTRACT (“**Second Amendment**”) is made as of the Second Amendment Date, as defined below, by and between **GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (“**District**”) and **FLORDADE, LLC**, a Florida limited liability company (“**Developer**”).

A. Developer and District are parties to that certain Purchase and Sale Contract dated October 22, 2014 (the “**Agreement**”), regarding certain property more fully described in the Contract; and that certain Amendment to Purchase and Sale Contract, dated December 5, 2019 (“**1st Amendment**”) (the Contract, as amended by the 1st Amendment, collectively referred to as the “**Amended Agreement**”).

B. Developer and District desire to amend the Amended Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and District agree as follows:

1. **Recitals; Capitalized Terms; Amendment Date.** The foregoing recitals are correct and are incorporated herein. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Amended Agreement. The “**Amendment Date**” shall be the date on which the later of Developer and District has executed this Second Amendment and so notified the other in writing.

2. Section 2(b) of the Amended Agreement is amended to read as follows: “The closing of this transaction shall occur no later than one (1) year after all of the requirements, conditions and approvals set forth in Sections 2(g) and 2(k) have been satisfied in full or waived by Developer. Developer shall provide the District not less than fifteen (15) days’ notice of the Closing Date, with all deliveries to be made in escrow to the Title Agent (defined below) on or prior to the Closing Date in accordance with the requirements of the Amended contract.

3. Section 2(j) of the Amended Agreement is amended to read as follows: “Until Closing, the District shall (i) maintain, restore and renew the Property and the remainder of the District’s retained preserve property as required in the South Florida Water Management District Conservation Easement (the “**Conservation Permit Area**”), as required in South Florida Water Management District orders and compliance notifications regarding the Conservation Permit Area, and as required in all other environmental permits and governmental approvals and orders related to the Conservation Permit Area (ii) not sell, transfer, encumber, mortgage or place any lien upon the Property or in any way create or consent to the creation of any title condition affecting the Property; and (iii) not enter into any leases, service contracts or agreements affecting the Property, without Developer’s prior written consent, which may be withheld in Developer’s sole discretion.

4. Section 2(k) of the Amended Agreement is amended to read as follows: “Commencing on the Effective Date, Developer may contact governmental entities having

jurisdiction of the Property to obtain information regarding the Property and the requirements for Developer's development and use of the Property. This Agreement is expressly conditioned on Developer receiving or determining that it will be able to receive, in Developer's sole discretion, all final permits and approvals from the Army Corps of Engineers, the South Florida Water Management District, the Florida Department of Environmental Protection, the City of Doral, and Miami-Dade County required by Developer to use and develop the Property for Developer's intended uses and development, as more fully described on Exhibit "A" to the Second Amendment, the conditions of which final permits and approvals must be acceptable to Developer in its sole and absolute discretion (collectively, the "Final Government Approvals"). The District shall, in all way, fully cooperate with Developer in pursuit of the Final Government Approvals, including, without limitation, executing any application or other documentation necessary to obtain the Final Government Approvals, affirmatively appearing before such governmental entities as required or advantageous to obtain the Final Government Approvals, and funding the costs for the District's Manager, the District Engineer and District Counsel related to same. The Final Government Approvals shall not be deemed to have been obtained unless and until: (i) the Final Governmental Approvals have been approved by the appropriate governmental entities having jurisdiction thereof, (ii) the time has passed for appeal of the Final Governmental Approvals, and (iii) any appeals or litigation with respect to the Final Governmental Approvals or Developer's use and development of the Property have been prosecuted and resolved in a manner satisfactory to Developer and are not subject to remand to lower courts or governmental entities. If Developer determines that the Final Government Approvals cannot or will not be obtained in a timely manner, Developer may, at its option, either (1) terminate the Agreement upon notice to the District, in which case this Agreement shall be of no further force and effect (except as otherwise expressly provided in this Agreement, or (2) waive this contingency, at Developer's sole and absolute discretion, and proceed with the Closing in accordance with the terms of this Agreement.

5. Section 3(a) of the Amended Contract is amended to read as follows: "District acknowledges that Developer has paid the Purchase Price in full. On or before the Closing Date, the District shall deliver the District's executed Closing Documents to the Title Agent to be held in escrow until the Closing. The Closing shall occur on the date set forth in Section 2(b).

6. Section 3(c) is deleted.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Scanned signatures shall be effective for purposes of this Amendment. E-mail delivery of a ".pdf" format data file shall be an acceptable form of acceptance of this agreement.

8. **Conflicts.** Except as specifically hereby amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern. From and after the Amendment Date, all references to the Agreement shall be deemed to refer to the Agreement as amended by this Amendment.

[Signatures on following page]

IN WITNESS WHEREOF, this Amendment has been executed by the parties effective as of the Amendment Date.

DEVELOPER:

FLORDADE LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

Date: December __, 2022

**GRAND BAY AT DORAL
COMMUNITY DEVELOPMENT
DISTRICT:**

By: _____
Name: _____
Title: _____

Date: December __, 2022

EXHIBIT "A"

GOVERNMENT APPROVALS

Required Approvals	Application Requirements	Required Documents
Acknowledgement from SFWMD that District Preserve (including Property) has been restored to Conservation Easement operation and maintenance requirements	N/A	SFWMD Acknowledgment
Release of Property from SFWMD Conservation Easement	SFWMD Approval	Executed Release and recording of Release in the Public Records
Modification of Approved Master Development Agreement (MDA) to include the Property	SFWMD Approval Current Survey Signed Application Forms Draft Modification to MDA Conceptual Master Site Plan Pattern Book Letter of Intent Traffic Methodology Approval Traffic Study	Modified MDA executed by all parties. Opinion of Title
Modification of Settlement Agreement to Reflect Property Acquisition	Signed Application Forms Draft Modification to Settlement Agreement Letter of Intent	Modified Settlement Agreement executed by all parties. Opinion of Title
Rezoning of Property	Signed Application Forms Letter of Intent	Rezoning Approval. Declaration of restrictions obligating District to convey the balance of the preserve to the City following the approval of the applications.
Permits and approvals from Army Corp of Engineers for	Signed Permit Applications	Final Permit from ACOE

Developer's Intended Use and Development of the Property		
Conveyance of Balance of Preserve to the City	N/A	Deed from District to City Title Commitment
Administrative Site Plan Approval	Current Survey Signed Application Forms Detailed Site Plan Letter of Intent	Site Plan Approval
Other Approvals	TBD	TBD