



**GRAND BAY AT DORAL
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
SEPTEMBER 20, 2023
11:30 A.M.**

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

786.313.3661 Telephone
877.SDS.4922 Toll Free
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AGENDA
GRAND BAY AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
Grand Central Clubhouse
10551 NW 88th Street
Doral, Florida 33178
REGULAR BOARD MEETING & PUBLIC HEARING
September 20, 2023
11:30 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. May 17, 2023 Special Board Meeting.....Page 2
- G. Public Hearing
 - 1. Proof of Publication.....Page 6
 - 2. Consider Resolution No. 2023-02 – Amending Resolution No. 2023-01.....Page 7
 - 3. Receive Public Comments on Fiscal Year 2023/2024 Final Budget
 - 4. Consider Resolution No. 2023-03 – Adopting a Fiscal Year 2023/2024 Final Budget.....Page 8
- H. Old Business
 - 1. Update Regarding Preservation Maintenance – Steve Montgomery, Allstate Resource Management
 - 2. Update Regarding Cancellation of Solitude Aquatics Maintenance Services Agreement.....Page 25
- I. New Business
 - 1. Discussion Regarding Midtown Doral Plaza Monument Sign – License Agreement.....Page 26
 - 2. Consider Approval of First Amendment to Engineering Agreement.....Page 47
 - 3. Consider Resolution No. 2023-04 – Adopting a Fiscal Year 2023/2024 Meeting Schedule.....Page 54
 - 4. Consider Resolution No. 2023-05 – Adopting a Records Retention Policy.....Page 56
 - 5. Discussion Regarding Required Ethics Training.....Page 60
- J. Administrative Matters
 - 1. Staff Report: As Required
- K. Board Member & Staff Closing Comments
- L. Adjourn

Publication Date
2023-09-07

Subcategory
Miscellaneous Notices

NOTICE OF PUBLIC HEARING
AND REGULAR BOARD MEETING OF THE
GRAND BAY AT DORAL COMMUNITY
DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Grand Bay at Doral Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on September 20, 2023, at 11:30 a.m., or as soon thereafter as can be heard, in the Grand Central Clubhouse located at 10551 NW 88th Street, Doral, Florida 33178.

The purpose of the Public Hearing is to receive public comment on the District's Fiscal Year 2023/2024 Proposed Final Budget and the Non-Ad Valorem Assessment Roll of the District. The purpose of the Regular Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. A copy of the Proposed Final Budget and/or the Agenda may be obtained from the District's website or at the offices of the District Manager, Special District Services, Inc., 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193, during normal business hours. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary at a time and place specified on the record.

There may be occasions when one or two Board members will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (786) 347-2711 and/or toll free at 1-877-737- 4922, at least seven (7) days prior to the date of the scheduled meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Meetings may be cancelled from time to time without advertised notice.

Grand Bay at Doral Community Development District

www.grandbayatdoralcdd.org

8/31 9/7 23-64/0000681304M

**GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
MAY 17, 2023**

A. CALL TO ORDER

District Manager Armando Silva called the May 18, 2022, Special Board Meeting of the Grand Bay at Doral Community Development District to order at 11:35 a.m. in 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 Special Board Meeting had been published in the *Miami Daily Business Review* on May 9, 2023, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the virtual attendance of the following Board Members constituted a quorum and it was in order to proceed with the meeting: Vice-Chairperson Teresa Baluja and Assistant Secretaries Josef Correia and Raisa Krause.

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

Others in attendance: Steve Montgomery (via conference call), Allstate Resource Management.

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. December 12, 2022, Special Board Meeting

Mr. Silva presented the December 12, 2022, Special Board Meeting minutes and asked if there were any comments and/or changes. There being no comments or changes, a **motion** was made by Ms. Krause, seconded by Ms. Baluja and unanimously passed to approve the December 12, 2022, Special Board Meeting minutes, *as presented*.

G. OLD BUSINESS

1. Update Regarding Preservation Maintenance – Steve Montgomery, Allstate Resource Management

Mr. Steve Montgomery of Allstate Resource Management (“Allstate”) introduced himself and provided the Board with an update regarding the status of the preservation area maintenance. Ms. Montgomery stated that

Allstate is more than half way done with the maintenance of the preservation area and that he will be scheduling another inspection with South Florida Water Management District (“SFWMD”) this month. After the inspection, SFWMD will generate a new map with the updated progress and it will be shared with the Board. Until then Allstate will continue to conduct 4 (or more) visits a month and clear the individual one acre grids as quickly as possible.

2. Update Regarding Cancellation of Solitude Aquatics Maintenance Services Agreement

Mr. Silva presented the Board with a letter from Solitude Aquatics to the District which stated that the District owes a balance of \$6,471 to Solitude Aquatics and that they will have to take legal action if this matter is not addressed.

3. Status of Foreclosure Action (Case No. 2022-022973-CA-01)

Ms. Wald informed the Board that on December 16th, 2022, the District was served with a Summons and Complaint for foreclosure. Ms. Wald stated that she was successful in having the Plaintiff’s attorney drop the Grand Bay at Doral CDD from the foreclosure action.

H. NEW BUSINESS

1. Consider Resolution No. 2023-01– Adopting a Fiscal Year 2023/2024 Proposed Budget

Resolution No. 2023-01 was presented, entitled:

RESOLUTION NO. 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND BAY COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET AND NON-AD VALOREM SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva read the title into the record and stated that no carryover amount would be required to balance the budget from the fund balance as of 9/30/2023. He further stated that since the overall assessments were not increasing over the 2022/2023 assessments, letters to property owners would not be required. In addition, Mr. Silva stated as part of Resolution No. 2023-01, the Board must set a date for the public hearing to adopt the fiscal year 2023/2024 final budget and assessment roll. Further discussion took place on the proposed budget after which;

A **motion** was made by Ms. Baluja, seconded by Ms. Krause and passed unanimously to approve and adopt Resolution No. 2023-01, *as presented*; setting the Public Hearing for August 16, 2023, at 11:30 a.m. in the Grand Central Clubhouse located at 10551 NW 88th Street, Doral, FL 33178; and further authorizes the publication of the notice of public hearing, as required by law.

2. Discussion Regarding Midtown Doral Plaza Monument Sign

Mr. Silva presented a rendering of a monument feature that the Midtown Master Association (the “Association”) is proposing to install in the Midtown Doral Plaza. The Association is requesting the District grant them permission to install the monument feature on the Midtown Doral Plaza which belongs to the District. a discussion ensued after which the Board consensus was to grant the Association permission to install the monument feature on the Midtown Doral Plaza, as long as the Association agrees to pay the legal fees associated with a License Agreement and any construction costs.

3. Consider Rate Adjustment – Alvarez Engineers

Mr. Silva presented a letter from Alvarez Engineers, the District Engineer, respectfully requesting the Board's consideration in updating the engineering hourly billing rates for engineering personnel. Mr. Silva informed the Board that the existing billing rates have been in effect since 2015. Mr. Silva also confirmed that the District's budget includes sufficient funds for the budget line, and that the increase in billing rates will not affect the District's budget. As per Alvarez Engineers, the billing rates will be reviewed again after a period of five (5) years. A discussion ensued, after which:

A motion was made Ms. Baluja, seconded by Ms. Krause and unanimously passed, accepting the updated billing rates proposed by Alvarez Engineers.

4. Consider Rate Adjustment – Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Ms. Wald presented a letter from Billing, Cochran, Lyles, Mauro & Ramsey, P.A., the District Counsel, respectfully requesting the Board's consideration in updating the legal services hourly billing rates for personnel. Mr. Silva informed the Board that the existing billing rates have been in effect since 2006. Mr. Silva also confirmed that the District's budget includes sufficient funds for the budget line, and that the increase in billing rates will not affect the District's budget. A discussion ensued, after which:

A motion was made Ms. Baluja, seconded by Ms. Krause and unanimously passed, accepting the updated billing rates proposed by Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

Mr. Silva advised the Board that he was in possession of the resignation letter from Salome Castano (Seat #5) dated of May 11, 2023. A discussion ensued after which;

A **motion** was made by Ms. Baluja, seconded by Mr. Correia and unanimously passed approving the resignation of Salome Castano (Seat #5) with an effective date of May 17, 2023.

Mr. Silva stated that there is now a vacancy in Seat #5. As a form of encouraging qualified electors to join the Board, Mr. Silva suggested that Board members be compensated pursuant to Florida Statutes. A discussion ensued after which;

A **motion** was made by Ms. Baluja, seconded by Ms. Krause and passed unanimously approving the increase of the Supervisor fees to the maximum amount of \$200 per Supervisor per meeting pursuant to the Florida Statutes, effective immediately.

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 Mr. Correia, seconded by Ms. Krause and passed unanimously to adjourn the Regular Board Meeting at 12:07 p.m.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

Publication Date
2023-09-07

Subcategory
Miscellaneous Notices

NOTICE OF PUBLIC HEARING
AND REGULAR BOARD MEETING OF THE
GRAND BAY AT DORAL COMMUNITY
DEVELOPMENT DISTRICT

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If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

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Grand Bay at Doral Community Development District

www.grandbayatdoralcdd.org

8/31 9/7 23-64/0000681304M

RESOLUTION NO. 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION NO. 2023-01; AMENDING THE DATE AND TIME FOR THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2023/2024 FINAL BUDGET AND ASSESSMENTS AND AUTHORIZING THE SECRETARY AND DISTRICT MANAGER TO TAKE CERTAIN ACTIONS TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Grand Bay At Doral Community Development District (the “District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and

WHEREAS, the Board previously adopted Resolution 2023-01 approving a proposed budget and setting a public hearing for August 16, 2023; and

WHEREAS, due to the unforeseen inability of the Board to secure a quorum for the scheduled public hearing, said public hearing had to be re-advertised and rescheduled; and

WHEREAS, the public hearing has been rescheduled for September 20, 2023, and all other requirements and filings associated with the preparation of the fiscal year budget have been completed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT, THAT:

1. Resolution No. 2023-01 is hereby amended to change the date and time of the Public Hearing to September 20, 2023 at 11:30 a.m. in the Grand Central Clubhouse, 10551 NW 88th Street, Doral, Florida 33178, for the purpose of receiving public comments on the Proposed Fiscal Year 2023/2024 Budget.

2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with all applicable notice requirements.

PASSED, ADOPTED and EFFECTIVE this 20th day of September, 2023.

ATTEST:

**GRAND BAY AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

RESOLUTION NO. 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2023/2024 FINAL BUDGET PURSUANT TO CHAPTER 190, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of the Grand Bay at Doral Community Development District (“District”) has prepared a Proposed Operating Fund Budget for Fiscal Year 2023/2024, and the Board is empowered to provide a funding source to operate the District and to impose special assessments upon the properties within the District, as required; and

WHEREAS, the District has held a duly advertised Public Hearing to receive public comments on the Proposed Operating Fund Budget, has considered and adopted the Fiscal Year 2023/2024 Operating Fund Budget; and is now authorized to levy non-ad valorem assessments upon the assessable properties within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The Operating Fund Budget for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is accepted, approved and adopted.

Section 2. The Secretary and/or Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 20th day of September, 2023.

ATTEST:

GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Grand Bay At Doral
Community Development District

**Final Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

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DETAILED FINAL BUDGET
GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	DORAL BREEZE FISCAL YEAR 2023/2024 BUDGET	MIDTOWN DORAL FISCAL YEAR 2023/2024 BUDGET	GRAND BAY NORTH FISCAL YEAR 2023/2024 BUDGET	GRAND BAY SOUTH FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES							
Administrative Assessments	130,486	134,207	30,068	27,133	15,747	61,684	134,632
Maintenance Assessments	366,573	363,830	39,468	189,840	23,457	93,936	346,701
Direct Bill O&M Assessments	19,692	0	0	0	0	0	0
Debt Assessments - A Bonds	2,391,533	2,300,554	730,663	0	0	1,569,891	2,300,554
Debt Assessments - A-1 Bonds	987,172	985,790	0	631,354	354,436	0	985,790
Debt Assessments - A-2 Bonds	867,353	866,004	0	616,148	249,856	0	866,004
Other Revenues	31	0	0	0	0	0	0
Interest Income	122	1,000	219	89	215	477	1,000
TOTAL REVENUES	\$ 4,762,962	\$ 4,651,385	\$ 800,418	\$ 1,464,564	\$ 643,711	\$ 1,725,988	\$ 4,634,681
EXPENDITURES							
Maintenance Expenditures							
Preserve/Wetland Mitigation Area Maintenance	84,161	90,000	13,600	13,700	13,700	49,000	90,000
Miscellaneous Maintenance	612	35,000	1,000	10,000	1,000	10,000	22,000
Lawn/Landscape Service - Median/Right Of Way MTE	3,580	10,000	1,000	0	1,000	8,000	10,000
Mulch/Fertilizer/Pesticide	0	1,900	200	0	200	1,000	1,400
Lift Station/Sanitary Sewer Line MTE (Adagio)	5,671	10,000	0	0	2,500	7,500	10,000
Lift Station/Sanitary Sewer Line MTE (Midtown)	5,372	30,000	0	25,000	0	0	25,000
Irrigation Systems MTE & Power	1,354	6,200	3,000	1,500	300	700	5,500
Tree/Shrubbery Replacement	0	2,000	500	0	0	1,000	1,500
Annual Engineer's Report & Misc Engineering	7,206	8,000	800	2,000	1,600	3,600	8,000
Lake Tract MTE & Fountain MTE - DB & MT	21,064	20,000	12,000	9,000	0	0	21,000
Roadway/Signage/Drainage	14,174	5,400	4,000	500	500	4,000	9,000
Midtown Plaza Maintenance Reimbursement	95,722	110,000	0	110,000	0	0	110,000
FPL Easement Maintenance/Upkeep	0	6,250	1,000	2,250	500	1,750	5,500
FPL Power Sanitary Sewer Lift Stations	150	7,250	0	4,500	750	1,750	7,000
Total Maintenance Expenditures	239,066	342,000	37,100	178,450	22,050	88,300	325,900
Administrative Expenditures							
Management	35,566	36,633	8,256	3,416	4,973	21,086	37,731
Supervisor Fees	0	3,000	750	750	750	750	3,000
Payroll Taxes	0	232	58	58	58	58	232
Field Operations	7,320	7,320	1,050	3,000	1,037	2,233	7,320
Legal	18,583	21,500	4,704	1,892	4,642	10,262	21,500
Assessment Roll	10,000	10,000	2,188	880	2,160	4,772	10,000
Audit Fees	7,000	8,000	1,750	704	1,727	3,819	8,000
Arbitrage Rebate Fee	3,000	3,000	500	1,000	1,000	500	3,000
Insurance - GL & Public Officials Liability Insurance	7,808	9,370	2,050	825	2,023	4,472	9,370
Insurance - Property Coverage	0	6,800	300	4,500	750	1,250	6,800
Legal Advertisements	641	1,400	306	123	302	669	1,400
Miscellaneous	688	3,000	547	220	540	1,193	2,500
Postage	224	775	129	171	127	348	775
Office Supplies	993	1,450	318	122	314	696	1,450
Dues & Subscriptions	175	175	38	15	38	84	175
Trustee Fee	27,000	21,500	4,000	7,000	7,000	3,500	21,500
Continuing Disclosure Fee	2,000	3,000	500	500	500	500	2,000
Website Management	2,003	2,000	437	176	432	955	2,000
Property Taxes	0	750	164	66	162	358	750
Administrative Contingency	0	2,400	438	176	432	955	2,001
Total Administrative Expenditures	123,001	142,305	28,483	25,594	28,967	58,460	141,504
TOTAL EXPENDITURES	\$ 362,067	\$ 484,305	\$ 65,583	\$ 204,044	\$ 51,017	\$ 146,760	\$ 467,404
REVENUES LESS EXPENDITURES	\$ 4,400,895	\$ 4,167,080	\$ 734,835	\$ 1,260,520	\$ 592,694	\$ 1,579,228	\$ 4,167,277
Bond Payments (A)	(2,284,424)	(2,162,521)	(686,823)	0	0	(1,475,698)	(2,162,521)
Bond Payments (A-1)	(926,966)	(926,643)	0	(593,473)	(333,170)	0	(926,643)
Bond Payments (A-2)	(845,107)	(814,043)	0	(579,179)	(234,864)	0	(814,043)
BALANCE	\$ 344,398	\$ 263,873	\$ 48,012	\$ 87,868	\$ 24,660	\$ 103,530	\$ 264,070
County Appraiser & Tax Collector Fee	(45,701)	(93,006)	(16,004)	(29,289)	(12,870)	(34,510)	(92,673)
Discounts For Early Payments	(165,745)	(186,017)	(32,008)	(58,579)	(25,740)	(69,020)	(185,347)
EXCESS/ (SHORTFALL)	\$ 132,952	\$ (15,150)	\$ -	\$ -	\$ (13,950)	\$ -	\$ (13,950)
Carryover From Prior Year	0	15,150	0	0	13,950	0	13,950
NET EXCESS/ (SHORTFALL)	\$ 132,952	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Units 4,251 Doral Breeze 541 Midtown Doral 1847 Grand Bay North 347 Grand Bay South* 1516 Total Units 4251

* - Includes 440 Apartment Units

BUDGET COMPARISON
GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Administrative Assessments	130,486	134,207	134,632
Maintenance Assessments	366,573	363,830	346,701
Direct Bill O&M Assessments	19,692	0	0
Debt Assessments - A Bonds	2,391,533	2,300,554	2,300,554
Debt Assessments - A-1 Bonds	987,172	985,790	985,790
Debt Assessments - A-2 Bonds	867,353	866,004	866,004
Other Revenues	31	0	0
Interest Income	122	1,000	1,000
TOTAL REVENUES	\$ 4,762,962	\$ 4,651,385	\$ 4,634,681
EXPENDITURES			
Maintenance Expenditures			
Preserve/Wetland Mitigation Area Maintenance	84,161	90,000	90,000
Miscellaneous Maintenance	612	35,000	22,000
Lawn/Landscape Service - Median/Right Of Way MTE	3,580	10,000	10,000
Mulch/Fertilizer/Pesticide	0	1,900	1,400
Lift Station/Sanitary Sewer Line MTE (Adagio)	5,671	10,000	10,000
Lift Station/Sanitary Sewer Line MTE (Midtown)	5,372	30,000	25,000
Irrigation Systems MTE & Power	1,354	6,200	5,500
Tree/Shrubbery Replacement	0	2,000	1,500
Annual Engineer's Report & Miscellaneous Engineering	7,206	8,000	8,000
Lake Tract MTE & Fountain MTE - DM & MT	21,064	20,000	21,000
Roadways/Signage/Drainage	14,174	5,400	9,000
Midtown Plaza Maintenance Reimbursement	95,722	110,000	110,000
FPL Easement Maintenance/Upkeep	0	6,250	5,500
FPL Power Sanitary Sewer Lift Stations	150	7,250	7,000
Total Maintenance Expenditures	239,066	342,000	325,900
Administrative Expenditures			
Management	35,566	36,633	37,731
Supervisor Fees	0	3,000	3,000
Payroll Taxes	0	232	232
Field Operations	7,320	7,320	7,320
Legal	18,583	21,500	21,500
Assessment Roll	10,000	10,000	10,000
Audit Fees	7,000	8,000	8,000
Arbitrage Rebate Fee	3,000	3,000	3,000
Insurance - GL & Public Officials Liability Insurance	7,808	9,370	9,370
Insurance - Property Coverage	0	6,800	6,800
Legal Advertisements	641	1,400	1,400
Miscellaneous	688	3,000	2,500
Postage	224	775	775
Office Supplies	993	1,450	1,450
Dues & Subscriptions	175	175	175
Trustee Fee	27,000	21,500	21,500
Continuing Disclosure Fee	2,000	3,000	2,000
Website Management	2,003	2,000	2,000
Property Taxes	0	750	750
Administrative Contingency	0	2,400	2,001
Total Administrative Expenditures	123,001	142,305	141,504
TOTAL EXPENDITURES	\$ 362,067	\$ 484,305	\$ 467,404
REVENUES LESS EXPENDITURES	\$ 4,400,895	\$ 4,167,080	\$ 4,167,277
Bond Payments (A)	(2,284,424)	(2,162,521)	(2,162,521)
Bond Payments (A-1)	(926,966)	(926,643)	(926,643)
Bond Payments (A-2)	(845,107)	(814,043)	(814,043)
BALANCE	\$ 344,398	\$ 263,873	\$ 264,070
County Appraiser & Tax Collector Fee	(45,701)	(93,006)	(92,673)
Discounts For Early Payments	(165,745)	(186,017)	(185,347)
EXCESS/ (SHORTFALL)	\$ 132,952	\$ (15,150)	\$ (13,950)
Carryover From Prior Year	0	15,150	13,950
NET EXCESS/ (SHORTFALL)	\$ 132,952	\$ -	\$ -

DORAL BREEZE FINAL BUDGET
GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Administrative Assessments	23,321	29,985	30,068
Maintenance Assessments	35,747	35,213	39,468
Debt Assessments - 2012 Bonds	884,510	730,663	730,663
Other Revenues	31	0	0
Interest Income	122	219	219
TOTAL REVENUES	\$ 943,731	\$ 796,080	\$ 800,418
EXPENDITURES			
Maintenance Expenditures			
Preserve/Wetland Mitigation Area Maintenance	19,326	13,600	13,600
Miscellaneous Maintenance	595	1,000	1,000
Irrigation Systems MTE & Power	1,354	3,500	3,000
Lake Tract MTE & Fountain MTE	21,064	11,000	12,000
Lawn/Landscape Service - Median Maintenance/Right Of Way	0	1,000	1,000
Mulch/Fertilizer/Pesticide	0	300	200
FPL Easment Maintenance Upkeep	0	1,000	1,000
Electrical For Irrigation Pumps	0	0	0
Tree/Shrubbery Replacement	0	500	500
Roadway/Signage/Drainage	14,174	400	4,000
Annual Engineer's Report & Miscellaneous Engineering	1,275	800	800
Total Maintenance Expenditures	57,788	33,100	37,100
Administrative Expenditures			
Management	7,782	7,982	8,256
Supervisor Fees	0	750	750
Payroll Taxes	0	58	58
Field Operations	1,050	1,050	1,050
Legal	4,066	4,704	4,704
Assessment Roll	2,188	2,188	2,188
Audit Fees	1,530	1,750	1,750
Arbitrage Rebate Fee	500	500	500
Insurance - GL & Public Officials Liability Insurance	1,708	2,050	2,050
Insurance - Property Coverage	0	300	300
Legal Advertisements	140	306	306
Miscellaneous	269	656	547
Postage	49	129	129
Office Supplies	217	318	318
Dues & Subscriptions	38	38	38
Trustee Fee	9,500	4,000	4,000
Continuing Disclosure Fee	500	500	500
Website Management	438	437	437
Property Taxes	0	164	164
Administrative Contingency	0	525	438
Total Administrative Expenditures	29,975	28,405	28,483
TOTAL EXPENDITURES	\$ 87,763	\$ 61,505	\$ 65,583
REVENUES LESS EXPENDITURES	\$ 855,968	\$ 734,575	\$ 734,835
Bond Payments (2012)	(845,260)	(686,823)	(686,823)
BALANCE	\$ 10,708	\$ 47,752	\$ 48,012
County Appraiser & Tax Collector Fee	(9,109)	(15,917)	(16,004)
Discounts For Early Payments	(32,697)	(31,835)	(32,008)
EXCESS/ (SHORTFALL)	\$ (31,098)	\$ -	\$ -
Carryover From Prior Year		0	0
NET EXCESS/ (SHORTFALL)	\$ (31,098)	\$ -	\$ -

MIDTOWN FINAL BUDGET
GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Administrative Assessments	29,955	27,717	27,133
Maintenance Assessments	201,503	200,000	189,840
Direct Bill O&M Assessments	0	0	0
Debt Assessments - 2014A-1 Bonds	632,733	631,354	631,354
Debt Assessments - 2014A-2 Bonds	617,496	616,149	616,149
Other Revenues	0	0	0
Interest Income	0	89	89
TOTAL REVENUES	\$ 1,481,687	\$ 1,475,309	\$ 1,464,565
EXPENDITURES			
Maintenance Expenditures			
Preserve/Wetland Mitigation Area Maintenance	9,392	13,700	13,700
Miscellaneous Maintenance	0	14,300	10,000
Lawn/Landscape Service - Median/Right Of Way MTE	0	0	0
Mulch/Fertilizer/Pesticide	0	0	0
Lift Station/Sanitary Sewer Line MTE (Midtown)	5,372	30,000	25,000
Irrigation Systems MTE & Power	0	1,500	1,500
Tree/Shrubbery Replacement	0	0	0
Roadways/Signage/Drainage	0	500	500
Midtown Plaza Maintenance Reimbursement	95,722	110,000	110,000
FPL Easement Maintenance/Upkeep	0	2,500	2,250
FPL Power Sanitary Sewer Lift Stations	0	4,500	4,500
Lake Tract MTE & Fountain MTE	0	9,000	9,000
Annual Engineer's Report & Miscellaneous Engineering	513	2,000	2,000
Total Maintenance Expenditures	110,999	188,000	178,450
Administrative Expenditures			
Management	3,220	3,387	3,416
Supervisor Fees	0	750	750
Payroll Taxes	0	58	58
Field Operations	3,000	3,000	3,000
Legal	1,635	1,892	1,892
Assessment Roll	880	880	880
Audit Fees	615	704	704
Arbitrage Rebate Fee	1,000	1,000	1,000
Insurance - GL & Public Officials Liability Insurance	687	825	825
Insurance - Property Coverage	0	4,500	4,500
Legal Advertisements	56	123	123
Miscellaneous	47	264	220
Postage	21	171	171
Office Supplies	87	122	122
Dues & Subscriptions	15	15	15
Trustee Fee	7,000	7,000	7,000
Continuing Disclosure Fee	500	1,000	500
Website Management	178	176	176
Property Taxes	0	66	66
Administrative Contingency	0	210	176
Total Administrative Expenditures	18,941	26,143	25,594
TOTAL EXPENDITURES	\$ 129,940	\$ 214,143	\$ 204,044
REVENUES LESS EXPENDITURES	\$ 1,351,747	\$ 1,261,166	\$ 1,260,521
Bond Payments - Series 2014A-1	(588,490)	(593,473)	(593,473)
Bond Payments - Series 2014A-2	(606,502)	(579,179)	(579,179)
BALANCE	\$ 156,755	\$ 88,514	\$ 87,869
County Appraiser & Tax Collector Fee	(14,305)	(29,504)	(29,289)
Discounts For Early Payments	(51,074)	(59,009)	(58,579)
EXCESS/ (SHORTFALL)	\$ 91,376	\$ 1	\$ 1
Carryover From Prior Year	0	0	0
NET EXCESS/ (SHORTFALL)	\$ 91,376	\$ 1	\$ 1

GRAND BAY NORTH PARCEL FINAL BUDGET
GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Administrative Assessments	15,992	14,588	15,747
Maintenance Assessments	24,071	24,628	23,457
Direct Bill O&M Assessments	0	0	0
Debt Assessments - 2014A-1 Bonds	354,439	354,436	354,436
Debt Assessments - 2014A-2 Bonds	249,857	249,856	249,856
Other Revenues	0	0	0
Interest Income	0	215	215
TOTAL REVENUES	\$ 644,359	\$ 643,723	\$ 643,711
EXPENDITURES			
Maintenance Expenditures			
Preserve/Wetland Mitigation Area Maintenance	17,450	13,700	13,700
Miscellaneous Maintenance	0	900	1,000
Lawn/Landscape Service - Median - Right Of Way Maintenance	3,580	1,000	1,000
Mulch/Fertilizer/Pesticide	0	400	200
Lift Station/Sanitary Sewer Line MTE (Adagio)	5,086	2,500	2,500
Irrigation Systems MTE & Power	0	300	300
Tree/Shrubbery Replacement	0	250	0
Roadways/Signage/Drainage	0	500	500
FPL Easement Maintenance/Upkeep	0	1,000	500
FPL Power Sanitary Sewer Lift Stations	150	1,000	750
Annual Engineer's Report & Miscellaneous Engineering	2,478	1,600	1,600
Total Maintenance Expenditures	28,744	23,150	22,050
Administrative Expenditures			
Management	4,688	4,888	4,973
Supervisor Fees	0	750	750
Payroll Taxes	0	58	58
Field Operations	1,037	1,037	1,037
Legal	4,012	4,642	4,642
Assessment Roll	2,159	2,160	2,160
Audit Fees	1,510	1,727	1,727
Arbitrage Rebate Fee	1,000	1,000	1,000
Insurance - GL & Public Officials Liability Insurance	1,686	2,023	2,023
Insurance - Property Coverage	0	750	750
Legal Advertisements	139	302	302
Miscellaneous	116	648	540
Postage	48	127	127
Office Supplies	215	314	314
Dues & Subscriptions	38	38	38
Trustee Fee	7,000	7,000	7,000
Continuing Disclosure Fee	500	500	500
Website Management	431	432	432
Property Taxes	0	162	162
Administrative Contingency	0	520	432
Total Administrative Expenditures	24,579	29,078	28,967
TOTAL EXPENDITURES	\$ 53,323	\$ 52,228	\$ 51,017
REVENUES LESS EXPENDITURES	\$ 591,036	\$ 591,495	\$ 592,694
Bond Payments - Series 2014A-1	(338,476)	(333,170)	(333,170)
Bond Payments - Series 2014A-2	(238,605)	(234,864)	(234,864)
BALANCE	\$ 13,955	\$ 23,461	\$ 24,660
County Appraiser & Tax Collector Fee	(6,215)	(12,870)	(12,870)
Discounts For Early Payments	(22,778)	(25,741)	(25,740)
EXCESS/ (SHORTFALL)	\$ (15,038)	\$ (15,150)	\$ (13,950)
Carryover From Prior Year	0	15,150	13,950
NET EXCESS/ (SHORTFALL)	\$ (15,038)	\$ -	\$ -

GRAND BAY SOUTH PARCEL FINAL BUDGET
GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Administrative Assessments	61,218	61,917	61,684
Maintenance Assessments	105,252	103,989	93,936
Direct Bill O&M Assessments	19,692	0	0
Debt Assessments - A Bonds	1,507,023	1,569,891	1,569,891
Other Revenues	0	0	0
Interest Income	0	477	477
TOTAL REVENUES	\$ 1,693,185	\$ 1,736,274	\$ 1,725,988
EXPENDITURES			
Maintenance Expenditures			
Preserve/Wetland Mitigation Area Maintenance	37,993	49,000	49,000
Miscellaneous Maintenance	17	18,800	10,000
Lawn/Landscape Service - Median - Right Of Way Maintenance	0	8,000	8,000
Mulch/Fertilizer/Pesticide	0	1,200	1,000
Lift Station/Sanitary Sewer Line MTE (Adagio)	585	7,500	7,500
Irrigation Systems MTE & Power	0	900	700
Tree/Shrubbery Replacement	0	1,250	1,000
Roadways/Signage/Drainage	0	4,000	4,000
FPL Easement Maintenance/Upkeep	0	1,750	1,750
FPL Power Sanitary Sewer Lift Stations	0	1,750	1,750
Annual Engineer's Report & Miscellaneous Engineering	2,940	3,600	3,600
Total Maintenance Expenditures	41,535	97,750	88,300
Administrative Expenditures			
Management	19,876	20,376	21,086
Supervisor Fees	0	750	750
Payroll Taxes	0	58	58
Field Operations	2,233	2,233	2,233
Legal	8,870	10,262	10,262
Assessment Roll	4,773	4,772	4,772
Audit Fees	3,345	3,819	3,819
Arbitrage Rebate Fee	500	500	500
Insurance - GL & Public Officials Liability Insurance	3,727	4,472	4,472
Insurance - Property Coverage	0	1,250	1,250
Legal Advertisements	306	669	669
Miscellaneous	256	1,432	1,193
Postage	106	348	348
Office Supplies	474	696	696
Dues & Subscriptions	84	84	84
Trustee Fee	3,500	3,500	3,500
Continuing Disclosure Fee	500	1,000	500
Website Management	956	955	955
Property Taxes	0	358	358
Administrative Contingency	0	1,145	955
Total Administrative Expenditures	49,506	58,679	58,460
TOTAL EXPENDITURES	\$ 91,041	\$ 156,429	\$ 146,760
REVENUES LESS EXPENDITURES	\$ 1,602,144	\$ 1,579,845	\$ 1,579,228
Bond Payments - A Bonds	(1,439,164)	(1,475,697)	(1,475,697)
Bond Payments - Series 2014A-1	0	0	0
Bond Payments - Series 2014A-2	0	0	0
BALANCE	\$ 162,980	\$ 104,148	\$ 103,531
County Appraiser & Tax Collector Fee	(16,072)	(34,715)	(34,510)
Discounts For Early Payments	(59,196)	(69,432)	(69,020)
EXCESS/ (SHORTFALL)	\$ 87,712	\$ 1	\$ 1
Carryover From Prior Year	0	0	0
NET EXCESS/ (SHORTFALL)	\$ 87,712	\$ 1	\$ 1

DETAILED FINAL DEBT SERVICE FUND (2022 - DORAL BREEZE) BUDGET
GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
Interest Income	3,207	25	100	Projected Interest For 2023/2024
NAV Tax Collection	845,260	686,823	686,823	Maximum Debt Service Collection
Total Revenues	\$ 848,467	\$ 686,848	\$ 686,923	
EXPENDITURES				
Principal Payments	245,000	308,000	321,000	Principal Payment Due In 2024
Interest Payments	571,072	362,080	349,500	Interest Payments Due In 2024
Bond Redemption	0	16,768	16,423	Estimated Excess Debt Collections
Total Expenditures	\$ 816,072	\$ 686,848	\$ 686,923	
Excess/ (Shortfall)	\$ 32,395	\$ -	\$ -	

Series 2022 (Doral Breeze) Bond Refunding Information

Original Par Amount =	\$9,206,000	Annual Principal Payments Due =	May 1st
Interest Rate =	4.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	August 2022		
Maturity Date =	May 2042		
Par Amount As Of 1-1-23 =	\$9,206,000		

DETAILED FINAL DEBT SERVICE FUND (2014 - MIDTOWN) BUDGET
GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income (A-1)	4,294	25	200	Projected Interest For 2023/2024
Interest Income (A-2)	4,150	25	200	Projected Interest For 2023/2024
NAV Tax Collection (A-1)	604,778	593,473	593,473	Maximum Debt Service Collection
NAV Tax Collection (A-2)	590,215	579,179	579,179	Maximum Debt Service Collection
Total Revenues	\$ 1,203,437	\$ 1,172,702	\$ 1,173,052	
EXPENDITURES				
Principal Payments - Series 2014A-1	155,000	165,000	170,000	Principal Payment Due In 2024
Principal Payments - Series 2014A-2	190,000	205,000	215,000	Principal Payment Due In 2024
Interest Payments - Series 2014A-1	441,030	428,361	419,768	Interest Payments Due In 2024
Interest Payments - Series 2014A-2	389,950	372,766	360,428	Interest Payments Due In 2024
Bond Redemption - Series 2014A-1	0	137	3,905	Estimated Excess Debt Collections
Bond Redemption - Series 2014A-2	0	1,438	3,951	Estimated Excess Debt Collections
Total Expenditures	\$ 1,175,980	\$ 1,172,702	\$ 1,173,052	
Excess/ (Shortfall)	\$ 27,457	\$ -	\$ -	

	Series 2014-1 (Midtown) Bond Information			
Original Par Amount =	\$8,390,000	Annual Principal Payments Due =		May 1st
Interest Rate =	5.25% - 5.90%	Annual Interest Payments Due =		May 1st & November 1st
Issue Date =	October 2014			
Maturity Date =	May 2045			
Par Amount As Of 1-1-23 =	\$7,460,000			
	Series 2014-2 (Midtown) Refunding Bond Information			
Original Par Amount =	\$7,095,000	Annual Principal Payments Due =		May 1st
Interest Rate =	5.875% - 6.5%	Annual Interest Payments Due =		May 1st & November 1st
Issue Date =	October 2014			
Maturity Date =	May 2039			
Par Amount As Of 1-1-23 =	\$5,965,000			

DETAILED FINAL DEBT SERVICE FUND (2014 - NORTH) BUDGET
GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income (A-1)	1,403	25	150	Projected Interest For 2023/2024
Interest Income (A-2)	783	25	100	Projected Interest For 2023/2024
NAV Tax Collection (A-1)	338,476	333,170	333,170	Maximum Debt Service Collection
NAV Tax Collection (A-2)	238,605	234,864	234,864	Maximum Debt Service Collection
		0	0	
Total Revenues	\$ 579,267	\$ 568,084	\$ 568,284	
EXPENDITURES				
Principal Payments - Series 2014A-1	90,000	95,000	95,000	Principal Payment Due In 2024
Principal Payments - Series 2014A-2	100,000	105,000	110,000	Principal Payment Due In 2024
Interest Payments - Series 2014A-1	245,450	237,950	236,150	Interest Payments Due In 2024
Interest Payments - Series 2014A-2	134,200	128,100	123,800	Interest Payments Due In 2024
Bond Redemption - Series 2014A-1	0	245	2,170	Estimated Excess Debt Collections
Bond Redemption - Series 2014A-2	0	1,789	1,164	Estimated Excess Debt Collections
Total Expenditures	\$ 569,650	\$ 568,084	\$ 568,284	
Excess/ (Shortfall)	\$ 9,617	\$ -	\$ -	

Series 2014-1 (North) Bond Information

Original Par Amount =	\$5,450,000	Annual Principal Payments Due =	May 1st
Interest Rate =	4.00% - 5.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	November 2014		
Maturity Date =	May 2044		

Par Amount As Of 1-1-23 = \$4,895,000

Series 2014-2 (North) Refunding Bond Information

Original Par Amount =	\$3,295,000	Annual Principal Payments Due =	May 1st
Interest Rate =	4.00% - 5.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	November 2014		
Maturity Date =	May 2039		

Par Amount As Of 1-1-23 = \$2,670,000

DETAILED FINAL DEBT SERVICE FUND (2016) - SOUTH PARCEL BUDGET
GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income (2016)	6,778	25	250	Projected Interest For 2023/2024
Prepaid Bond Collection (2016)	0	0	0	
NAV Tax Collection (2016)	1,437,530	1,475,698	1,475,698	Maximum Debt Service Collection
Total Revenues	\$ 1,444,308	\$ 1,475,723	\$ 1,475,948	
EXPENDITURES				
Principal Payments (2016)	455,000	475,000	500,000	Principal Payment Due In 2024
Interest Payments (2016)	1,020,038	990,606	969,888	Interest Payments Due In 2024
Bond Redemption	0	10,117	6,060	Estimated Excess Debt Collections
Total Expenditures	\$ 1,475,038	\$ 1,475,723	\$ 1,475,948	
Excess/ (Shortfall)	\$ (30,730)	\$ -	\$ -	

Series 2016 Bond Information

Original Par Amount =	\$27,635,000	Annual Principal Payments Due =	May 1
Interest Rate =	3.5% - 5.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	March 2016		
Maturity Date =	May 2046		

Par Amount As Of 1-1-23 = \$20,675,000

Note: Extraordinary Prepayment Of \$4,210,000 Was Made On 2-1-18

**Grand Bay At Doral Community Development District
Assessment Comparison - Doral Breeze (Series 2022)**

	Original Projected Debt Assessment Before Discount*	Fiscal Year 2020/2021 Projected Assessment Before Discount*	Fiscal Year 2021/2022 Projected Assessment Before Discount*	Fiscal Year 2022/2023 Projected Assessment Before Discount*	Fiscal Year 2023/2024 Projected Assessment Before Discount*
Administrative For Condominiums	\$ -	\$ 40.22	\$ 39.62	\$ 55.43	\$ 55.98
Maintenance For Condominiums	\$ -	\$ 65.49	\$ 66.08	\$ 65.09	\$ 72.96
<u>Debt For Condominiums</u>	<u>\$ 1,255.00</u>	<u>\$ 1,255.00</u>	<u>\$ 1,255.00</u>	<u>\$ 1,105.00</u>	<u>\$ 1,036.16</u>
Total For Condominiums	\$ 1,255.00	\$ 1,360.71	\$ 1,360.70	\$ 1,225.52	\$ 1,165.10
Administrative For Townhomes	\$ -	\$ 40.22	\$ 39.62	\$ 55.43	\$ 55.98
Maintenance For Townhomes	\$ -	\$ 65.49	\$ 66.08	\$ 65.09	\$ 72.96
<u>Debt For Townhomes</u>	<u>\$ 1,465.00</u>	<u>\$ 1,465.00</u>	<u>\$ 1,465.00</u>	<u>\$ 1,290.00</u>	<u>\$ 1,208.85</u>
Total For Townhomes	\$ 1,465.00	\$ 1,570.71	\$ 1,570.70	\$ 1,410.52	\$ 1,337.79
Administrative For Single Family 40'	\$ -	\$ 40.22	\$ 39.62	\$ 55.43	\$ 55.98
Maintenance For Single Family 40'	\$ -	\$ 65.49	\$ 66.08	\$ 65.09	\$ 72.96
<u>Debt For Single Family 40'</u>	<u>\$ 1,880.00</u>	<u>\$ 1,880.00</u>	<u>\$ 1,880.00</u>	<u>\$ 1,655.00</u>	<u>\$ 1,554.23</u>
Total For Single Family 40'	\$ 1,880.00	\$ 1,985.71	\$ 1,985.70	\$ 1,775.52	\$ 1,683.17
Administrative For Single Family 50'	\$ -	\$ 40.22	\$ 39.62	\$ 55.43	\$ 55.98
Maintenance For Single Family 50'	\$ -	\$ 65.49	\$ 66.08	\$ 65.09	\$ 72.96
<u>Debt For Single Family 50'</u>	<u>\$ 2,090.00</u>	<u>\$ 2,090.00</u>	<u>\$ 2,090.00</u>	<u>\$ 1,840.00</u>	<u>\$ 1,726.93</u>
Total For Single Family 50'	\$ 2,090.00	\$ 2,195.71	\$ 2,195.70	\$ 1,960.52	\$ 1,855.87

* Assessments Include the Following :

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

Community Information:

Condominiums	198	73.02 Acres
Townhomes	83	21.88% Of District
Single Family 40'	138	
<u>Single Family 50'</u>	<u>122</u>	
Total Doral Breeze Units	541	

**Grand Bay At Doral Community Development District
Assessment Comparison - Midtown (Series 2014)**

	Original Projected Assessment Before Discount*	Fiscal Year 2020/2021 Assessment Before Discount*	Fiscal Year 2021/2022 Assessment Before Discount*	Fiscal Year 2022/2023 Assessment Before Discount*	Fiscal Year 2023/2024 Projected Assessment Before Discount*
3 Bedroom Condo - Type 2					
Administrative Assessment	\$ 58.51	\$ 15.24	\$ 14.87	\$ 15.01	\$ 14.70
Maintenance Assessment	\$ -	\$ 122.56	\$ 108.86	\$ 108.28	\$ 102.79
Debt Assessment A-1	\$ 1,245.50	\$ 1,212.77	\$ 1,212.77	\$ 1,212.77	\$ 1,212.77
Debt Assessment A-2	\$ 400.33	\$ 384.04	\$ 384.04	\$ 384.04	\$ 384.04
Total For 3 Bedroom Condo - Type 2	\$ 1,704.34	\$ 1,734.61	\$ 1,720.54	\$ 1,720.10	\$ 1,714.30
2 Bedroom Condo - Type 2					
Administrative Assessment	\$ 58.51	\$ 15.24	\$ 14.87	\$ 15.01	\$ 14.70
Maintenance Assessment	\$ -	\$ 122.56	\$ 108.86	\$ 108.28	\$ 102.79
Debt Assessment A-1	\$ 1,145.86	\$ 1,114.89	\$ 1,114.89	\$ 1,114.89	\$ 1,114.89
Debt Assessment A-2	\$ 368.30	\$ 353.19	\$ 353.19	\$ 353.19	\$ 353.19
Total For 2 Bedroom Condo - Type 2	\$ 1,572.67	\$ 1,605.88	\$ 1,591.81	\$ 1,591.37	\$ 1,585.57
1 Bedroom Condo - Type 2					
Administrative Assessment	\$ 58.51	\$ 15.24	\$ 14.87	\$ 15.01	\$ 14.70
Maintenance Assessment	\$ -	\$ 122.56	\$ 108.86	\$ 108.28	\$ 102.79
Debt Assessment A-1	\$ 996.40	\$ 970.21	\$ 970.21	\$ 970.21	\$ 970.21
Debt Assessment A-2	\$ 320.26	\$ 307.45	\$ 307.45	\$ 307.45	\$ 307.45
Total For 1 Bedroom Condo - Type 2	\$ 1,375.17	\$ 1,415.46	\$ 1,401.39	\$ 1,400.95	\$ 1,395.15
3 Bedroom Condo - Type 1					
Administrative Assessment	\$ 58.51	\$ 15.24	\$ 14.87	\$ 15.01	\$ 14.70
Maintenance Assessment	\$ -	\$ 122.56	\$ 108.86	\$ 108.28	\$ 102.79
Debt Assessment A-1	\$ 1,145.86	\$ 1,114.89	\$ 1,114.89	\$ 1,114.89	\$ 1,114.89
Debt Assessment A-2	\$ 368.30	\$ 353.19	\$ 353.19	\$ 353.19	\$ 353.19
Total For 3 Bedroom Condo - Type 1	\$ 1,572.67	\$ 1,605.88	\$ 1,591.81	\$ 1,591.37	\$ 1,585.57
2 Bedroom Condo - Type 1					
Administrative Assessment	\$ 58.51	\$ 15.24	\$ 14.87	\$ 15.01	\$ 14.70
Maintenance Assessment	\$ -	\$ 122.56	\$ 108.86	\$ 108.28	\$ 102.79
Debt Assessment A-1	\$ 996.40	\$ 970.21	\$ 970.21	\$ 970.21	\$ 970.21
Debt Assessment A-2	\$ 320.26	\$ 307.45	\$ 307.45	\$ 307.45	\$ 307.45
Total For 2 Bedroom Condo - Type 1	\$ 1,375.17	\$ 1,415.46	\$ 1,401.39	\$ 1,400.95	\$ 1,395.15
1 Bedroom Condo - Type 1					
Administrative Assessment	\$ 58.51	\$ 15.24	\$ 14.87	\$ 15.01	\$ 14.70
Maintenance Assessment	\$ -	\$ 122.56	\$ 108.86	\$ 108.28	\$ 102.79
Debt Assessment A-1	\$ 896.75	\$ 872.34	\$ 872.34	\$ 872.34	\$ 872.34
Debt Assessment A-2	\$ 288.24	\$ 276.60	\$ 276.60	\$ 276.60	\$ 276.60
Total For 1 Bedroom Condo - Type 1	\$ 1,243.50	\$ 1,286.74	\$ 1,272.67	\$ 1,272.23	\$ 1,266.43
Non-Residential (Based On Square Footage)					
Administrative Assessment	\$ 0.06	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01
Maintenance Assessment	\$ -	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
Debt Assessment A-1	\$ 1.07	\$ 1.040	\$ 1.040	\$ 1.040	\$ 1.040
Debt Assessment A-2	\$ 0.34	\$ 0.330	\$ 0.330	\$ 0.330	\$ 0.330
Total For Non-Residential	\$ 1.47	\$ 1.530	\$ 1.530	\$ 1.530	\$ 1.530

* Assessments Include the Following :

4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

O&M Covenant = 55.00
55.00/.94 = 58.51

Community Information:

Total Midtown Units (Refunding Bonds)	Phase One Units (A1) (Phase One Project Bonds)	Grand Bay Midtown - Commercial Square Footage (With Percentages)	
3 Bedroom Condo - Type 2	84	Building 1	9,818 14.33%
2 Bedroom Condo - Type 2	182	Building 2	23,838 34.80%
1 Bedroom Condo - Type 2	40	Building 3	23,838 34.80%
3 Bedroom Condo - Type 1	28	Building 4	11,006 16.07%
2 Bedroom Condo - Type 1	84	Total	68,500 100.00%
1 Bedroom Condo - Type 1	119		
Total Residential Units	537		

Non-Residential 300,000 Square Feet 68,500 Square Feet

For Administrative & Maintenance Assessments Purposes- Non-Residential counts as approximately 300 units.

29.36 Acres
8.8% Of District

Phase 1 Grand Bay Midtown Residential

Type	Building 1	Building 2	Building 3	Building 4	Total
3 BR - Type 2	14	35	35	0	84
2 BR - Type 2	28	56	56	42	182
1 BR - Type 2	0	20	20	0	40
3 BR - Type 1	14	7	7	0	28
2 BR - Type 1	7	35	35	7	84
1 BR - Type 1	35	0	0	84	119
Total	98	153	153	133	537

**Grand Bay At Doral Community Development District
Assessment Comparison - Grand Bay North Parcel (Series 2014)**

	Original Projected Debt Assessment Before Discount*	Fiscal Year 2020/2021 Assessment Before Discount*	Fiscal Year 2021/2022 Assessment Before Discount*	Fiscal Year 2022/2023 Assessment Before Discount*	Fiscal Year 2023/2024 Projected Assessment Before Discount*
<u>Single Family 40' Unit</u>					
Administrative Assessment	\$ 114.89	\$ 43.61	\$ 43.87	\$ 42.05	\$ 45.39
Maintenance Assessment	\$ -	\$ 69.75	\$ 69.45	\$ 70.98	\$ 67.61
Debt Assessment A-1	\$ 1,237.24	\$ 1,237.24	\$ 1,237.24	\$ 1,237.24	\$ 1,237.24
<u>Debt Assessment A-2</u>	<u>\$ 872.34</u>	<u>\$ 872.34</u>	<u>\$ 872.34</u>	<u>\$ 872.34</u>	<u>\$ 872.34</u>
Total For Single Family 40' Unit	\$ 2,224.47	\$ 2,222.94	\$ 2,222.90	\$ 2,222.61	\$ 2,222.58
<u>Townhome Unit</u>					
Administrative Assessment	\$ 114.89	\$ 43.61	\$ 43.87	\$ 42.05	\$ 45.39
Maintenance Assessment	\$ -	\$ 69.75	\$ 69.45	\$ 70.98	\$ 67.61
Debt Assessment A-1	\$ 1,008.51	\$ 1,008.51	\$ 1,008.51	\$ 1,008.51	\$ 1,008.51
<u>Debt Assessment A-2</u>	<u>\$ 710.64</u>	<u>\$ 710.64</u>	<u>\$ 710.64</u>	<u>\$ 710.64</u>	<u>\$ 710.64</u>
Total For Townhome Unit	\$ 1,834.04	\$ 1,832.51	\$ 1,832.47	\$ 1,832.18	\$ 1,832.15
<u>Condo Unit (3-Story)</u>					
Administrative Assessment	\$ 114.89	\$ 43.61	\$ 43.87	\$ 42.05	\$ 45.39
Maintenance Assessment	\$ -	\$ 69.75	\$ 69.45	\$ 70.98	\$ 67.61
Debt Assessment A-1	\$ 917.02	\$ 917.02	\$ 917.02	\$ 917.02	\$ 917.02
<u>Debt Assessment A-2</u>	<u>\$ 646.81</u>	<u>\$ 646.81</u>	<u>\$ 646.81</u>	<u>\$ 646.81</u>	<u>\$ 646.81</u>
Total For Condo Unit (3-Story)	\$ 1,678.72	\$ 1,677.19	\$ 1,677.15	\$ 1,676.86	\$ 1,676.83

* Assessments Include the Following :

4% Discount for Early Payments	
1% County Tax Collector Fee	O&M Covenant = 108.00
1% County Property Appraiser Fee	108.00/.94 = 114.89

Community Information:

<u>Total North Units</u>	64	72.04 Acres
A-1: Project Bonds	172	21.33% Of District
A-2: Refunding Bonds		
Single Family 40' Unit	172	North Parcel Acreage
Townhome Unit	111	72.04 Acres
<u>Condo Unit (3-Story)</u>	111	21.59% Of District
Total Residential Units	347	

**Grand Bay At Doral Community Development District - Grand Bay South Parcel
Assessment Comparison**

	Original Projected Debt Assessment Before Discount*	Fiscal Year 2020/2021 Assessment Before Discount*	Fiscal Year 2021/2022 Assessment Before Discount*	Fiscal Year 2022/2023 Assessment Before Discount*	Fiscal Year 2023/2024 Projected Assessment Before Discount*
Administrative For Single Family 40' Units	\$ -	\$ 40.57	\$ 40.17	\$ 40.85	\$ 40.70
Maintenance For Single Family 40' Units	\$ -	\$ 72.13	\$ 72.46	\$ 68.60	\$ 61.97
<u>Debt For Single Family 40' Units</u>	<u>\$ -</u>	<u>\$ 2,133.00</u>	<u>\$ 2,133.00</u>	<u>\$ 2,133.00</u>	<u>\$ 2,133.00</u>
Total For Single Family 40' Units	\$ 2,133.00	\$ 2,245.70	\$ 2,245.63	\$ 2,242.45	\$ 2,235.67
Administrative For Townhome 22' Units	\$ -	\$ 40.57	\$ 40.17	\$ 40.85	\$ 40.70
Maintenance For Townhome 22' Units	\$ -	\$ 72.13	\$ 72.46	\$ 68.60	\$ 61.97
<u>Debt For Townhome 22' Units</u>	<u>\$ -</u>	<u>\$ 1,843.00</u>	<u>\$ 1,843.00</u>	<u>\$ 1,843.00</u>	<u>\$ 1,843.00</u>
Total For Townhome 22' Units	\$ 1,843.00	\$ 1,955.70	\$ 1,955.63	\$ 1,952.45	\$ 1,945.67
Administrative For 2 Story Condo/Flat Units	\$ -	\$ 40.57	\$ 40.17	\$ 40.85	\$ 40.70
Maintenance For 2 Story Condo/Flat Units	\$ -	\$ 72.13	\$ 72.46	\$ 68.60	\$ 61.97
<u>Debt For 2 Story Condo/Flat Units</u>	<u>\$ -</u>	<u>\$ 1,738.00</u>	<u>\$ 1,738.00</u>	<u>\$ 1,738.00</u>	<u>\$ 1,738.00</u>
Total For 2 Story Condo/Flat Units	\$ 1,738.00	\$ 1,850.70	\$ 1,850.63	\$ 1,847.45	\$ 1,840.67
Administrative For 3 Story Condo/Flat Units	\$ -	\$ 40.57	\$ 40.17	\$ 40.85	\$ 40.70
Maintenance For 3 Story Condo/Flat Units	\$ -	\$ 72.13	\$ 72.46	\$ 68.60	\$ 61.97
<u>Debt For 3 Story Condo/Flat Units</u>	<u>\$ -</u>	<u>\$ 1,580.00</u>	<u>\$ 1,580.00</u>	<u>\$ 1,580.00</u>	<u>\$ 1,580.00</u>
Total For 3 Story Condo/Flat Units	\$ 1,580.00	\$ 1,692.70	\$ 1,692.63	\$ 1,689.45	\$ 1,682.67
Administrative For Apartment Unit	\$ -	\$ 40.57	\$ 40.17	\$ 40.85	\$ 40.70
Maintenance For Apartment Unit	\$ -	\$ 72.13	\$ 72.46	\$ 68.60	\$ 61.97
<u>Debt For Apartment Unit</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total For Apartment Unit	\$ -	\$ 112.70	\$ 112.63	\$ 109.45	\$ 102.67

* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

O&M Covenant = 108.00

108.00/.94 = 114.89

South Parcel Acreage

159.28 Acres

47.73% Of District

Community Information:

Total South Units	Bond Prepayments	
Single Family 40' Unit (Pod VI)	77	0
Townhome 22' Unit (Pod III)	228	0
2 Story Condo/Flat Unit (Pod IV)	387	0
3 Story Condo/Flat Unit (Pods II & V)	384	186
<u>Apartment Unit (Pod 1)</u>	<u>440</u>	<u>0</u>
Total Residential Units	1516	186
<u>Assessable Units For Debt</u>		
Total Units	1516	
Less Apartment Unit (Developer Contributed Cost Of Improvements In Lieu Of Cap Assessment)	<u>440</u>	Note: 3 Story Flat Units That Are Assessed For Debt: 198
Total Original Assessable Units For Debt	1076	
Less Prepayments - 186 Pod V 3 Story Condos	<u>186</u>	
Total Current Assessable Units For Debt	890	

Note: Some South Unit Landowners Were Direct Billed For 21/22 Assessments, Due To Parcels Not Being Platted by 21/22 Tax Roll Deadline. Any Direct Bills that were not paid, were added to 22/23 Assessment.

From: Raquel Mason [<mailto:raquel.mason@solitudelake.com>]

Sent: Thursday, July 27, 2023 9:53 AM

To: Armando Silva <asilva@sdsinc.org>

Cc: Tori Shamy <tshamy@sdsinc.org>; Pablo Jerez <pjerez@sdsinc.org>; Ryan Quiroga <rquiroga@sdsinc.org>; Todd Barhydt <todd.barhydt@solitudelake.com>

Subject: Re: Payment update - Grand Bay at Doral CDD 01684880

Good morning Armando,

We upgraded our system in August 2022 & no longer have access to the information in our old system. Unfortunately, we can not provide the service reports you requested. We would like to come to an agreement to obtain payment for the outstanding balance of \$6,471.43. We are offering a discounted amount of \$3,235.72 to settle the balance. Please advise if you are in agreement to pay \$3,235.72 which is a 50% discount.

Thank you,

Raquel Mason
Accounts Receivable



Direct: 904-619-5287 | P :888.480.5253



solitudelakemanagement.com

THIS INSTRUMENT WAS PREPARED BY:

Michael J. Pawelczyk, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, FL 33301

Folio Nos. 35-3008-009-0220, 35-3008-009-0230, 35-3008-009-0015,
35-3008-009-0115, 35-3008-011-0025 and 35-3008-011-0115

LICENSE AGREEMENT

THIS IS A LICENSE AGREEMENT, entered into this _____ day of _____,
2023 (the “Agreement” or “License”), by and between:

GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Doral, Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”),

and

MD COMMERCIAL 107, LLC, a Florida limited liability company, whose principal address is 2601 NW 42nd Avenue, Miami, Florida 33142, and whose mailing address is P.O. Box 260056, Miami, Florida 33126, and **MIDTOWN COMMERCIAL LLC**, a Florida limited liability company, whose address is 1825 Ponce de Leon Boulevard, #298, Coral Gables, Florida 33134, and their respective successors and assigns (collectively, and jointly and severally, the “Licensee”).

RECITALS:

WHEREAS, District owns the following described properties within Doral, Miami-Dade County, Florida:

Tract E and Tract F, Plat of GRAND BAY COMMONS SOUTH, as recorded at Plat Book 171, Page 45 of the Public Records of Miami-Dade County, Florida, designated as Folio Nos. 35-3008-009-0220 and 35-3008-009-0230 (the “District Property” or the “License Area”); and

WHEREAS, Licensee owns those certain parcels abutting NW 107th Avenue and in the immediate vicinity of the License Area within Doral, Miami-Dade County, Florida, as more particularly described in Exhibit A, attached hereto and made a part hereof (collectively, the “Licensee Property”); and

WHEREAS, the Licensee has requested permission from the District to install, maintain, and repair, as necessary, additional directional signage on each of the existing monument signs located on the District Property at the northeast and southeast corners of the intersection of NW 107th avenue and NW 78th Street, Doral, Florida, within the boundaries of the District, which signage shall be in built and maintained accordance with the approved design attached hereto and made a part hereof as **Exhibit B** (the “Signs”) and at the locations within the License Area as more particularly shown on **Exhibit C**, which License Area is limited to the lands within District Property necessary for the Licensee to install, maintain, and repair the Sign, as well as the existing monuments, lighting, electrical, fountains, and landscaping (including irrigation) (collectively, the “Other Improvements”) on the District Property; and

WHEREAS, the District has determined that the Signs will provide a public benefit by providing direction to vehicular and pedestrian traffic, as well as residents, guests, and visitors to the District; and

WHEREAS, the District has determined that the proposed license in, over, and within the License Area will not presently impact District operations, and the District desires to authorize a license to the Licensee for the limited purposes of installing, maintaining and repairing the Signs, and for maintaining and repairing the Other Improvements on the District Property, as more particularly described herein; and

WHEREAS, the Licensee has agreed to bear all costs, expenses, and responsibility of installing, maintaining, and repairing the Signs and for maintaining and repairing the Other Improvements, as necessary, and has further agreed to reimburse the District for all legal and recording fees and costs incurred by the District in connection with the preparation and recording of this Agreement in the Public Records of Miami-Dade County, Florida

NOW, THEREFORE, in consideration of the mutual covenants and the conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.
2. Grant of License by District. District hereby grants to the Licensee the revocable right, license and privilege of using a portion of the District Property (the License Area), subject to the

limitations, conditions, and purposes hereinafter set forth, and as more particularly shown on the attached **Exhibit B** and **Exhibit C**, incorporated herein. The license and use of the District Property may not be expanded, modified or altered within or beyond that which is depicted on **Exhibit C** or with respect to the description of the Signs more particularly described in **Exhibit B**, without the express written consent of the District, which consent shall be evidenced by a written amendment to this Agreement, executed by all Parties. MD Commercial 107, LLC, a Florida limited liability company, and Midtown Commercial LLC, a Florida limited liability company, collectively referred to herein as the Licensee, are jointly and severally liable and responsible for all liabilities and obligations provided for under this Agreement.

3. Term. The term of this Agreement shall commence on the Effective Date, and shall expire five (5) years from that date (the “Initial Term”), unless terminated earlier as hereafter set forth. Upon the mutual agreement of the parties and unless otherwise terminated as provided herein, this License shall renew automatically, upon the expiration of the Initial Term and subsequent extension terms, for renewal terms of five (5) years each.

4. Use of License Area. The Licensee shall use and occupy the License Area only for the purposes of installing, maintaining, and repairing the Signs and for maintaining and repairing the Other Improvements. The Licensee acknowledges that it is solely responsible for the ongoing maintenance and repair of the Signs and the Other Improvements, and all costs and expenses associated therewith. The Licensee shall be responsible for insuring the safety of pedestrians and vehicular traffic in the vicinity of the Signs and the Other Improvements on the District Property that the Licensee is responsible for pursuant to the terms of this Agreement. The License Area shall not be used for any purpose by the Licensee other than that which is expressly permitted herein without the advance written amendment of this Agreement. At all times the District shall have ingress and egress rights as necessary to inspect or maintain the District Property and the License Area. The District agrees that the electrical service needed to light for the Signs, as noted in **Exhibit B**, may be connected to an electrical meter paid for by the District. Licensee acknowledges that it shall be responsible for any and all other costs and expenses associated with the Signs and the Other Improvements. The Licensee agrees that it is fully responsible for ensuring that the Signs and related improvements installed and maintained by the Licensee pursuant to this Agreement are installed in accordance with applicable codes, regulations, and standards of the City of Doral (the “City”, Miami-Dade County “the “County”) and the Florida Department of Transportation “FDOT”), including those signs, codes, and regulations governing sight triangles for the protection of pedestrians and vehicular traffic utilizing adjacent rights-of-way.

5. Limitations on Use. The Licensee agrees that it shall NOT (1) permit the License Area, without the advance written consent of the District, to be used or occupied by any person, firm, entity or corporation other than the Licensee and its agents and only for the purposes herein described; (2) permit the License Area to be used for any purpose other than that which is provided in this Agreement, (3) permit or commit any waste, injury or damage to the License Area or the District

Property; (4) permit the License Area to be used or occupied in any manner which violates any laws, rules, policies or regulations of any federal, state, or local governmental entity, including, but not limited to, District, the City, the County, or FDOT; (5) permit, install, or construct any other structures other than the approved Signs or make any alterations, additions, or enhancements to the Signs or Other Improvements, excepting routine maintenance and repair, without the prior approval and consent of the District Board of Supervisors.

6. Property Right. The Licensee expressly acknowledges that it gains no property or contract right from the installation, maintenance, or repair of the Signs or Other Improvements or use of the License Area contemplated herein and further acknowledges that the license and permission granted herein is revocable by the District and as determined by District for convenience and without liability therefor.

7. Damage to Premises. The Licensee, their respective officers, employees, or agents shall not, by its or their use or occupancy, cause damage to the District Property or adjacent public rights-of-way and improvements and facilities therein, including, with respect to, any landscaping, irrigation, or right-of-way improvements and facilities. The Licensee agrees that all personal property placed upon the License Area by the Licensee shall remain the property of the Licensee, subject to other provisions contained herein, and shall be placed upon the License Area at the sole risk of the Licensee. The Licensee shall give the District or its designated agent prompt written notice, in the manner provided herein, of any occurrence, incident or accident occurring on the License Area.

8. Permits. The Licensee shall obtain any and all required permits from governmental units, including but not limited to the City, the County, and FDOT, having jurisdiction thereof, and is further responsible for any and all fees, costs, and expenses related to the design, permitting, approval, and construction, maintenance, operation or repairs associated with the Signs. Upon receipt of a completed permit application (with required and necessary attachments) for the Signs and review by District staff, the Chairman of the District Board of Supervisors is authorized to execute any permit applications consistent with the approval(s) granted by this Agreement. Upon completion of the Signs, the Licensee shall close out all permits therefor with each permitting agency and shall provide written evidence thereof to the District Manager. Licensee agrees that Licensee shall be fully responsible for any and all costs incurred by the District to close out any permits, including costs related to attorneys, engineers, contractors, and District staff to close out such permits.

9. Inspection of License Area. The District and its respective agents and authorized employees or representatives may enter upon the License Area at anytime to examine same to determine if the Licensee is properly maintaining the License Area, the Signs allowed by this Agreement, and the Other Improvements.

10. Indemnification of District. To the extent permitted by Florida law, Licensee agrees to

indemnify and hold harmless District and all its officers, elected or otherwise, agents, and employees from any loss, damage, or injury to persons or property arising out of Licensee's negligence or Licensee's failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names District or any of its officers, agents, or employees, as a party defendant, the Licensee shall indemnify and hold the District, its officers, agents, and employees harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to, costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein.

11. Insurance.

(a) The parties shall each individually maintain throughout the term of this Agreement, at their own cost and expense, any and all applicable insurance coverage required by Florida law.

(b) THE CONTRACTOR(S) HIRED OR CONTRACTED BY THE LICENSEE TO INSTALL, MAINTAIN, OR REPAIR THE SIGNS SHALL BE REQUIRED BY THE DISTRICT TO SUBMIT TO DISTRICT UPON DISTRICT'S REQUEST COPIES OF ITS REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTOR.

In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. Licensee and Contractor shall not continue to install, maintain, or repair, as the case may be, the Signs required by this Agreement unless all required insurance remains in full force and effect.

(c) Licensee shall require Contractor, and the Contractor will require all sub-contractors it employs to procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

i. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall agree to be

responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

- ii. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:
\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with 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; and
 5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

(d) 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 Licensee and District by certified mail.

(e) The required insurance coverage shall be issued by an insurance company authorized a licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

(f) All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against Licensee 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.

(g) Any contractor retained by the Licensee to perform work at the subject property shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

(h) The clauses, "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the District is named as an additional insured shall not be applicable to District.

(i) Violation of the terms of this Section and its sub-parts shall constitute a breach of the Agreement, and District, in its sole discretion, may cancel the Agreement, and all rights, title and interest of the Licensee in this Agreement shall thereupon cease and terminate.

12. Maintenance and Repair of License Area, the Sign, and the Other Improvements.

(a) It shall be the responsibility of the Licensee to keep and maintain the Signs and the Other Improvements clean, in good repair, sanitary and free from trash, debris, and graffiti, and safe. The upkeep and maintenance of the Signs licensed under this Agreement and the Other Improvements shall be borne solely by the Licensee, and the Licensee agrees to maintain the Signs and the Other Improvements in accordance with the terms and conditions of this Agreement and consistent with prudent and reasonable maintenance procedures and techniques. The Licensee specifically agrees to maintain the Signs and the Other Improvements in a manner that will not pose a hazard.

(b) The Licensee agrees that it will replace any and all landscaping and other District improvements that are damaged as a result of the installation, maintenance and upkeep of the Signs and Other Improvements by the Licensee, its officers, agents, and employees, utilizing the same quality of materials and workmanship as approved by the District Manager of District or his/her designee.

(c) The Licensee acknowledges that it will bear any and all costs and expenses associated with removal of any items, fixtures, encroachment, or other improvements not permitted or authorized under this Agreement and which encroach on the License Area or interfere with District improvements or facilities within thirty (30) calendar days of receipt of notice to remove from District, depending on the location of the item, fixture, encroachment, or other improvement. In the event the Licensee fails to remove all or any part of such item, fixture, encroachment, or improvement within said time period, District is authorized to remove the item, fixture, encroachment, improvement, or any portion thereof and all costs and expenses associated with the removal, including all permit fees, legal costs and attorney's fees associated with the removal or the collection of the costs and fees as provided in this subsection, shall be the responsibility of the Licensee.

(d) All unpaid costs and expenses incurred by the District pursuant to this section shall become a lien or liens against the Licensee Property, which lien(s) may be enforced through foreclosure and shall include court costs and reasonable attorneys' fees.

13. Termination/Revocation of License. Any party may terminate this Agreement after sixty (60) days notice to the other parties, said notice to be provided in accordance with this Agreement. The Licensee shall peaceably surrender and deliver the License Area to the District immediately upon

the effective date of the termination of this Agreement or expiration of the Initial Term or any renewal term of this Agreement. In any event, upon termination or expiration of the Initial Term or a renewal term, the Licensee agrees to bear the full cost of removal of the Signs or a portion thereof and waives any and all claims the Licensee may have or may have had against District with regard to the cost of installing, maintaining, operating or removing such Signs. In the event the Licensee removes the Signs, the Licensee shall restore License Area at the Licensee's cost and expense. In the event the Licensee fails to remove all or any part of such Signs within sixty (60) days after written demand by the District to do so, the District is hereby authorized to remove the Signs or any portion thereof and all costs and expenses associated with the removal, including all permit fees, legal costs and attorney's fees associated with the removal or the collection of the costs and fees as provided in this section, shall be the responsibility of the Licensee. All unpaid costs and expenses associated with the removal and incurred by the District shall become a lien against the Licensee Property, which lien may be enforced through foreclosure and shall include court costs and reasonable attorneys' fees.

14. Default.

(a) The failure of District to observe or perform any of the covenants, conditions or provisions of this Agreement shall constitute a material breach of this License by Licensee where such failure continues for a period of thirty (30) calendar days after written notice thereof from District to Licensee, provided however, that if the nature of Licensee's default is such that more than thirty (30) calendar days are reasonably required for its cure, Licensee shall not be deemed to be in default if Licensee commences such cure within said thirty (30) calendar day period and thereafter diligently pursues such cure to completion.

(b) In the event of any default or breach by Licensee, District may at any time thereafter, without notice or demand and without limiting District in the exercise of any right or remedy which District may have by reason of such default or breach terminate Licensee's right to use and possession of the licensed property by any lawful means and retake possession thereof in which event all further liability under the License on the part of the District shall terminate.

15. Special Exception. It is agreed that this Agreement constitutes a revocable license and is granted to the Licensee for the Licensee's sole benefit and is a special exception to the policies of the District and that this revocable license and Agreement shall be construed most strictly in favor of the District and against the Licensee, and further shall be construed in accordance with the laws of the State of Florida.

16. Observance of Laws. The Licensee shall observe all rules, laws, and ordinances of the Miami-Dade County, the State of Florida, and the United States, their respective agencies and departments, having jurisdiction. The Licensee is responsible for assuring that its agents observe all such laws, rules, and ordinances.

17. Assignment. The Licensee shall have no authority to assign any of its rights under this Agreement at any time during any term of this Agreement without a written amendment to this Agreement. Should the Licensee attempt to assign this Agreement or any portion of this Agreement, then the Agreement shall be terminated immediately without prior notice to the Licensee.

18. Amendment. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties with the same formality and of equal dignity herewith.

19. Waiver. Failure of the District to insist upon strict performance of any covenant or condition of this Agreement or to exercise any right contained in this Agreement shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except in writing by the parties to this Agreement.

20. Notice. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO THE DISTRICT: Grand Bay at Doral Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

AS TO THE LICENSEE: MD Commercial 107, LLC
2601 NW 42nd Avenue
Miami, Florida 33142
Attn: Manager

and: Midtown Commercial, LLC
1805 Ponce de Leon Boulevard, Suite 298
Coral Gables, Florida 33134
Attn: Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

21. Taxes, Assessments; Operating Costs and Utility Charges. The Licensee shall pay or cause to be paid all real estate taxes, assessments and other similar payments, usual or unusual, extraordinary as well as ordinary, which shall during the term of this Agreement or any renewal thereof, be imposed upon, become due and payable, or become a lien upon the License Area or any part thereof, but specifically limited to such taxes or assessments which accrue after the Effective Date hereof, by virtue of any present or any future law of the United States of America or of the State of Florida or of any county, municipal or local government authority. The Licensee shall, upon request, exhibit receipt for such payments to the District annually. Further, the Licensee shall pay or cause to be paid all operating expenses and all costs attributable to the maintenance and operation of the Signs to be erected upon the License Area, as well as the Other Improvements, including, but not limited to, electric utility costs, except as expressly provided herein.

22. License, not Lease. It is acknowledged and stipulated by and between the parties hereto that this Agreement shall NOT be deemed a lease of the License Area by the Licensee but rather a license granted to the Licensee by District to use and occupy the License Area under the terms and conditions stated herein.

23. Recordation. This Agreement shall not be effective until it has been executed by all parties and recorded in the Public Records of Miami-Dade County, Florida. All costs of recording incurred by the District shall be reimbursed by Licensee.

24. Covenants running with the land. The provisions of this Agreement are covenants running with the lands described herein, and are binding upon the Licensee and its respective successors and assigns.

25. Venue. The Parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of Miami-Dade County, Florida.

26. Entire Agreement. This Agreement represents the entire and integrated agreement between the District and the Licensee and supersedes all prior negotiations, representations or agreements, either written or oral.

27. Execution of Agreement. This Agreement shall be of no force and effect if not properly executed by all parties within ninety (90) days from the date first appearing above unless the parties by mutual agreement in writing shall, for good cause, extend the time for execution.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

**GRAND BAY AT DORAL
COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Chair/Vice-Chair

ATTEST:

Print name: _____

Secretary/Assistant Secretary

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____, as Chairperson of the Board of Supervisors for **GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to her best knowledge.

[SEAL]

Notary Public

Commission:

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____, as Secretary of the **GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his best knowledge.

[SEAL]

Notary Public

Commission:

**MD COMMERCIAL 107, LLC, a Florida
limited liability company**

Witnesses:

Print Name

Print Name

By: _____

Print Name: _____
Manager

_____ day of _____, 2023

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, as Manager of **MD COMMERCIAL 107, LLC**, a Florida limited liability company. He/She is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

**MIDTOWN COMMERCIAL LLC, a
Florida limited liability company**

Witnesses:

Print Name

Print Name

By: _____

Print Name: _____

Manager

_____ day of _____, 2023

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, as Manager of **MIDTOWN COMMERCIAL LLC**, a Florida limited liability company. He/She is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

EXHIBIT A

LICENSEE PROPERTY

1. Commercial MD1 Folio: 35-3008-009-0015
Owner: MD Commercial 107, LLC
Legal Description:

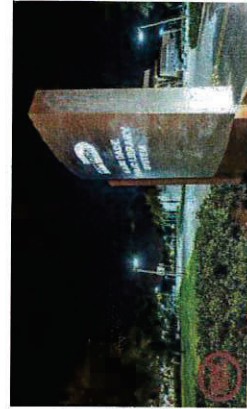
2. Commercial MD2 Folio:35-3008-009-0115
Owner: MD Commercial 107, LLC
Legal Description:

3. Commercial MD3 Folio: 35-3008-011-0025
Owner: Midtown Commercial LLC
Legal Description:

4. Commercial MD4 Folio: 35-3008-011-0115
Owner: Midtown Commercial LLC
Legal Description:

EXHIBIT B

SIGN



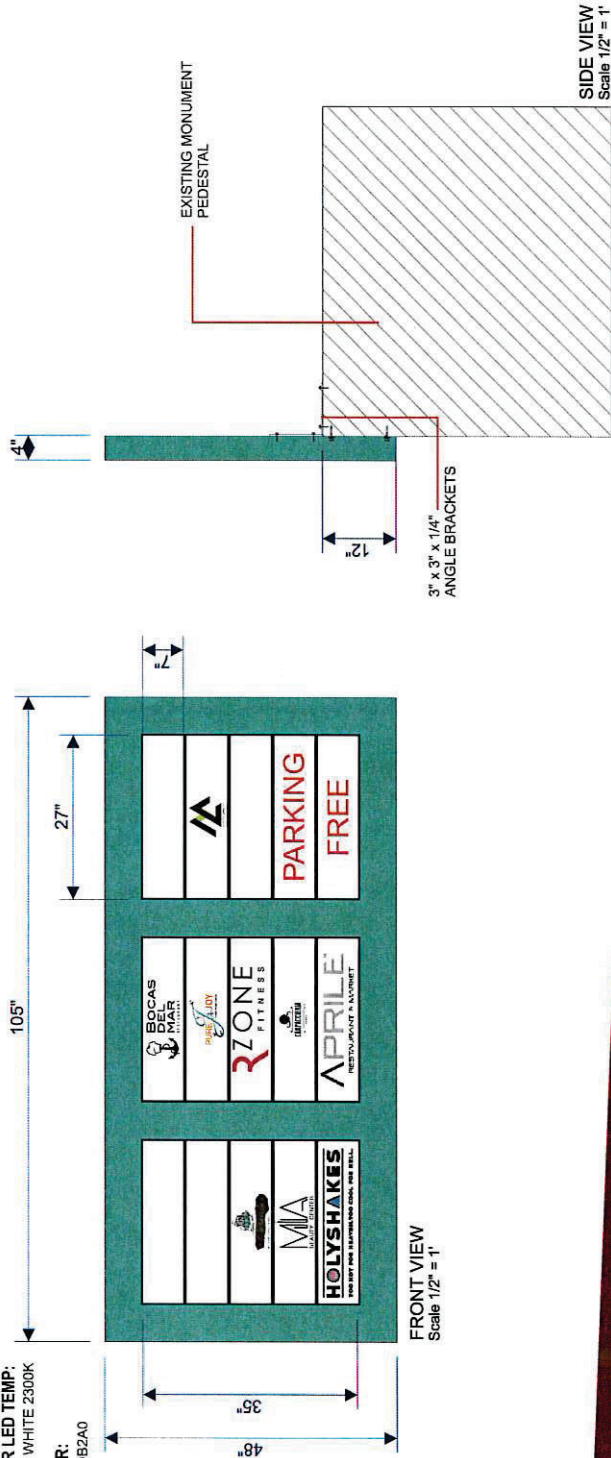
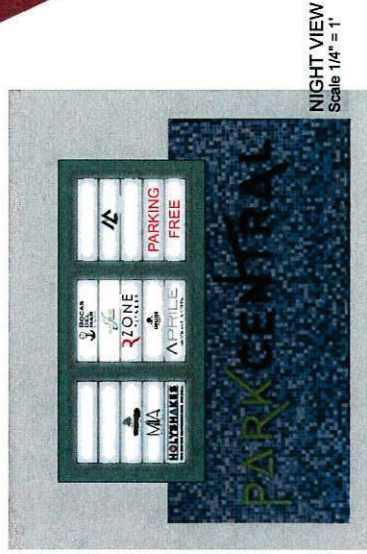
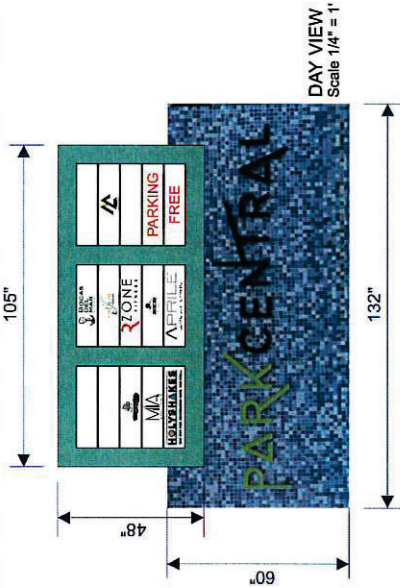
2555 NW 102ND AVE. SUITE 216 DORAL, FL, 33172 OFFICE: (305) 362-3333 EXT. 208 MOBILE: (615) 319-8470 EMAIL: ANDREW@ACUSIGNS.COM
EXTERIOR - ADA - INTERIOR - ARCHITECTURAL FEATURES - KIOSKS - CAR WRAPS - WINDOW TINTS - SERVICE - PERMITTING - DESIGN
WWW.ACUSIGNS.COM

SIGN LAYOUT AND MEASUREMENTS

SIGN LAYOUT

**MIDTOWN DORAL - OPTION 1
ILLUMINATED MONUMENT SIGN
WITH ROUTED OUT BACKED UP
ACRYLIC PANELS**

- QUANTITY: 1
- FABRICATION:
ILLUMINATED MONUMENT SIGN
W/ ALUM. ROUTED OUT FACE W/
BACKED UP ACRYLIC FOR TENANT PANELS
- MOUNTING:
MOUNTED TO EXISTING CONCRETE
PEDESTAL WITH COUNTER-SUNK SCREW
- RETURN DEEP SIZE: 4"
- ILLUMINATION: LEDS
COLOR LED TEMP:
WARM WHITE 2300K
- COLOR:
● #CDB2A0



Acid Signs
SINCE 1987

2555 NW 102ND AVE. SUITE 216
DORAL, FL. 33172
(305) 362-3333 EXT. 208
MOBILE: (616) 919-8470
ANDREW@ACIDSIGNS.COM
WWW.ACIDSIGNS.COM

PROJECT
MIDTOWN DORAL
MONUMENT

ADDRESS
DORAL, FL

APPROVAL

SIGNATURE & DATE

MANAGER
RALPH M

DATE
21/04/2023

PAGE
02



SIGN LAYOUT AND MEASUREMENTS

SIGN LAYOUT

**MIDTOWN DORAL - OPTION 2
ILLUMINATED MONUMENT SIGN
WITH ROUTED OUT BACKED UP
ACRYLIC PANELS**

QUANTITY: 2

FABRICATION:
ILLUMINATED MONUMENT SIGN
W/ ALUM. ROUTED OUT FACE W/
BACKED UP ACRYLIC FOR TENANT PANELS

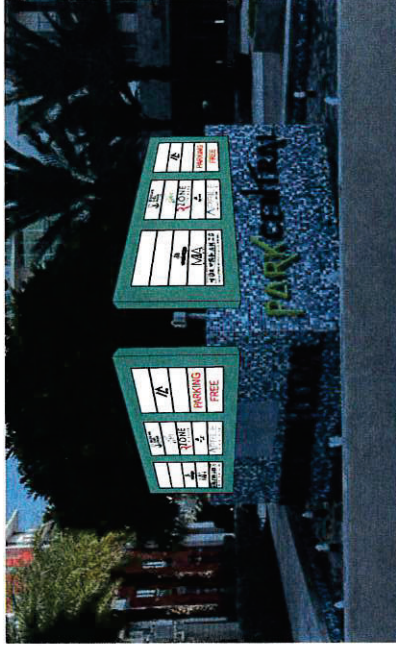
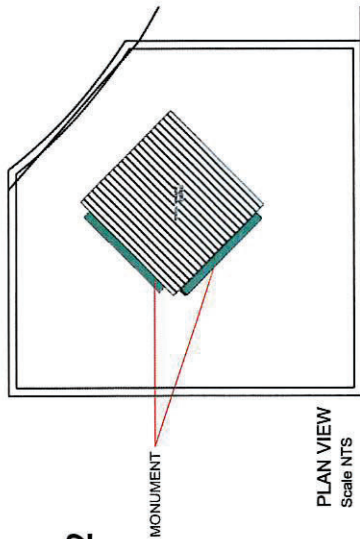
MOUNTING:
MOUNTED TO EXISTING CONCRETE
PEDESTAL WITH COUNTER SUNK SCREW

RETURN DEEP SIZE: 4"

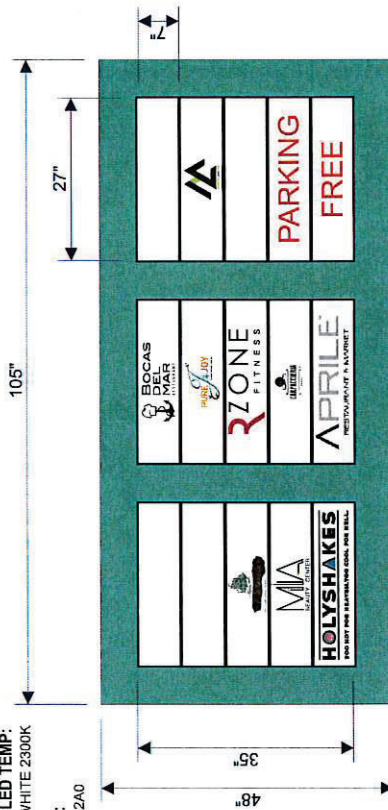
ILLUMINATION: LEDS

COLOR LED TEMP:
WARM WHITE 2300K

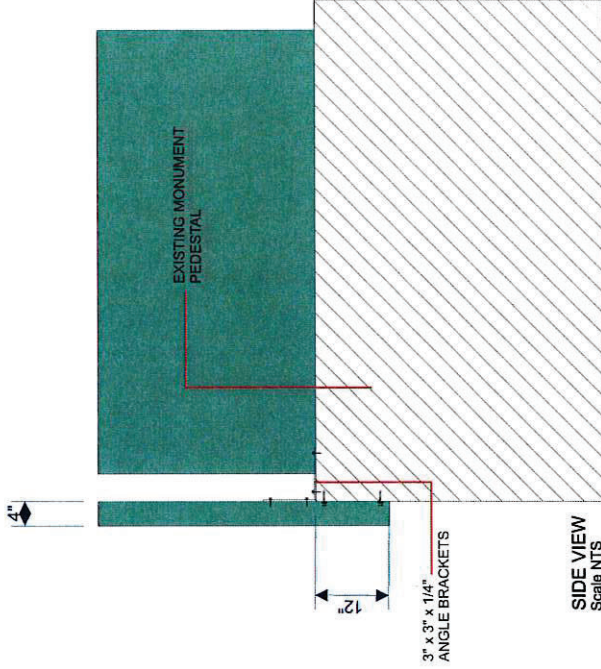
COLOR:
● #CDB2A0



3D VIEW
Scale NTS



FRONT VIEW
Scale 1/2" = 1"



SIDE VIEW
Scale NTS



2555 NW 102ND AVE. SUITE 216
DORAL, FL. 33172
(305) 362-3333 EXT. 208
MOBILE: (616) 319-8470
ANDREW@ACYSIGNS.COM
WWW.ACYSIGNS.COM

PROJECT
MIDTOWN DORAL
MONUMENT

ADDRESS
DORAL, FL

APPROVAL

SIGNATURE & DATE

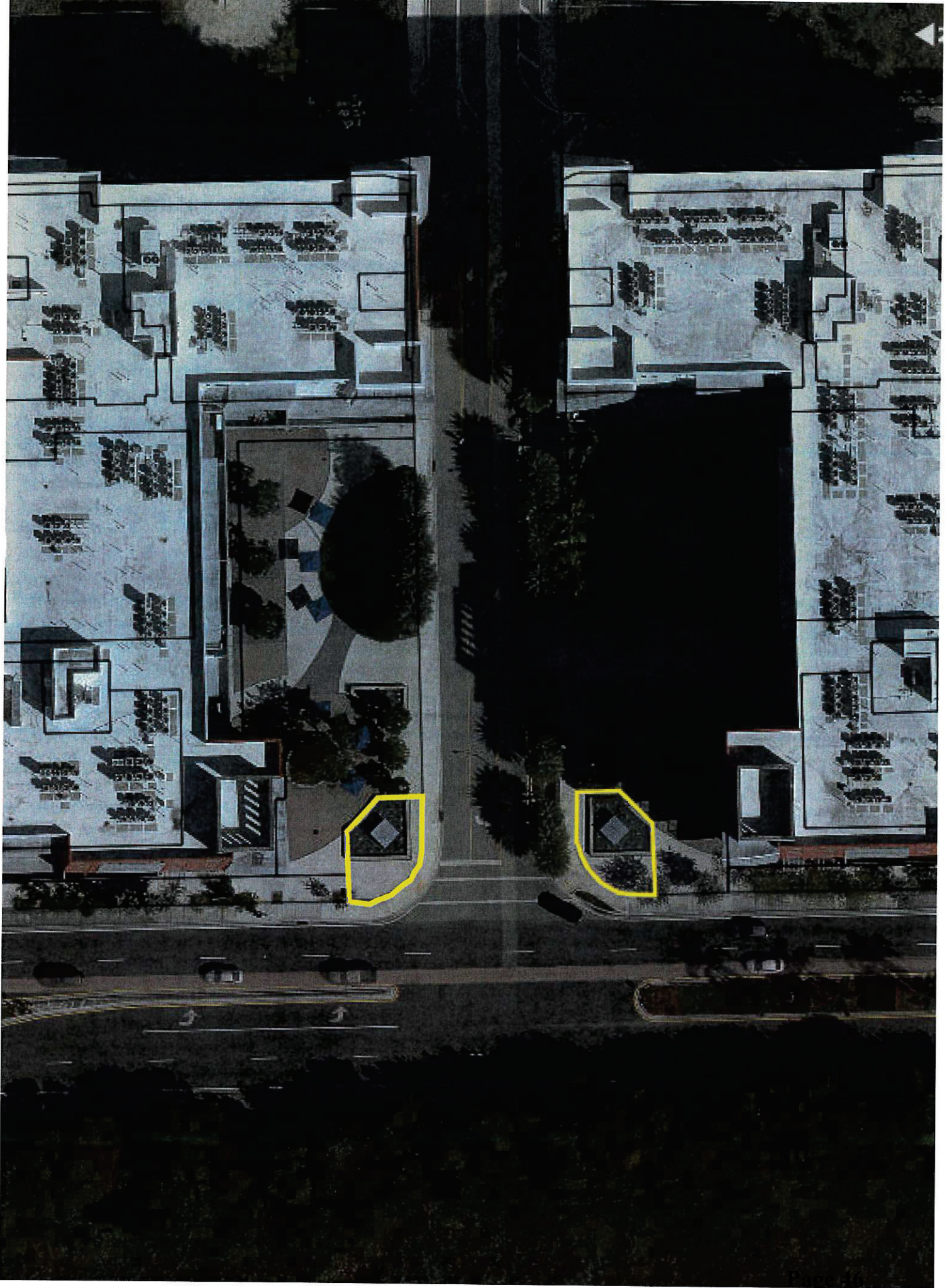
This sign is the property of Acyl Signs and shall remain the property of Acyl Signs. The sign is to be installed in accordance with the specifications and shall be maintained in accordance with the specifications. The sign is to be installed in accordance with the specifications and shall be maintained in accordance with the specifications. The sign is to be installed in accordance with the specifications and shall be maintained in accordance with the specifications.

AFFILIATIONS



MANAGER
MIDTOWN DORAL MONUMENT
RALPH M
DATE
21/04/2023
PAGE
03

EXHIBIT C
LICENSE AREA



**FIRST AMENDMENT TO
ENGINEERING AGREEMENT**

THIS FIRST AMENDMENT TO ENGINEERING AGREEMENT (“First Amendment”) is entered into as of the ____ day of _____, 2023, by and between:

GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT, local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”);

and

ALVAREZ ENGINEERS, INC., a Florida corporation, having as its principal address at 8935 NW 35th Lane, Suite 101, Doral, Florida 33172 (the “Engineer”).

WHEREAS, District entered into an Engineering Agreement, dated July 11, 2007, including an amendment to Schedule “A” in 2015 (collectively, the “Agreement”), with Engineer to provide District Engineer services to the Grand Bay at Doral Community Development District; and

WHEREAS, District and Engineer have agreed to amend the Agreement to provide for an updated billing rate schedule and staff classifications, as well as other necessary revisions; and

WHEREAS, at its meeting of May 17, 2023, the Board of Supervisors of the District authorized its proper officials to enter into this First Amendment to Engineering Agreement between the District and Engineer.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The parties agree that the foregoing recitals are true and correct and are hereby incorporated into this First Amendment.

Section 2. The Agreement is hereby amended to replace Schedule “A” with the revised Alvarez Engineers, Inc.: Hourly Personnel Rates for Year 2023, attached hereto and incorporated by reference as Exhibit “A-1”. The revised hourly rates shall be effective beginning no earlier than June 1, 2023.

Section 3. Article 14 of the Agreement, entitled “PUBLIC RECORDS” is hereby replaced with the following:

ARTICLE 14 PUBLIC RECORDS

A. Engineer shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
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 term and following completion of the Agreement if the Engineer does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Engineer transfers all public records to the District upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Engineer acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Engineer, the Engineer shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Engineer acknowledges that should Engineer fail to provide the public records to the District within a

reasonable time, Engineer may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ENGINEER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: 561-630-4922
EMAIL: ASILVA@SDSINC.ORG**

Section 4. Article 15 of the Agreement, entitled "VERIFICATION OF EMPLOYMENT STATUS" is hereby replaced with the following:

ARTICLE 15 E-VERIFY

The Engineer, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Engineer further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Engineer agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Engineer shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Engineer is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Engineer shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Engineer shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Engineer is in violation of Section

448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Engineer and order the Engineer to immediately terminate its subcontract with the subcontractor. The Engineer shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Engineer's failure to comply with the E-Verify requirements referenced in this subsection.

Section 5. The Article 21 of the Agreement, entitled "NOTICES" is hereby replaced with the following:

ARTICLE 21 NOTICES

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if sent via overnight delivery by a nationally recognized service (i.e. Federal Express, United Parcel Service) or if mailed by registered or certified mail, return receipt requested, to the address of the party set forth below or to such other addresses as the parties hereto may designate in writing. Such notice shall be effective from the date the same is deposited in the mails, registered or certified mail, return receipt requested, first class postage prepaid and addressed as follows:

If to Engineer:	Juan Alvarez, P.E. Alvarez Engineers, Inc. 8935 NW 35 th Lane, Suite 101 Doral, Florida 33172
If to District:	Grand Bay at Doral Community Development District Attn: District Manager 2501A Burns Road Palm Beach Gardens, Florida 33410
with copy to:	Billing, Cochran, Lyles, Mauro & Ramsey, P.A. Attention: Michael J. Pawelczyk, Esq. Las Olas Square, Suite 600 515 East Las Olas Boulevard Fort Lauderdale, Florida 33301

Section 6. Except as otherwise set forth in this First Amendment, all other terms of the Agreement are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

IN WITNESS WHEREOF, the parties hereto execute this First Amendment and further agree that it shall take effect as of the date first above written.

ALVAREZ ENGINEERS, INC., as Engineer WITNESSES:

By: _____
 Juan R. Alvarez, President

Date: _____

Print Name

Print Name

GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT, as District

ATTEST:

By: _____
Print name: _____
 Chairperson, Board of Supervisors

_____ Armando Silva, Secretary

Date: _____

Exhibit A-1



8935 NW 35 Lane, Suite 101 Doral, FL 33172
Tel (305) 640-1345
Email Alvarez@AlvarezEng.com
Website www.alvarezeng.com

February 16, 2023

Board of Supervisors
Grand Bay at Doral Community Development District
Attn: District Manager Armando Silva
Special District Services, Inc.
2501 Burns Road
Palm Beach Gardens, FL 33410

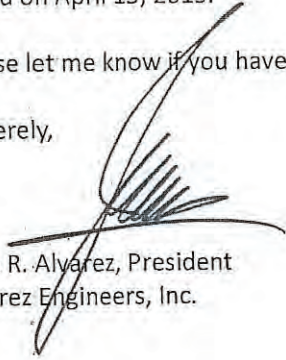
Reference: **Grand Bay at Doral Community Development District
Alvarez Engineers Personnel Billing Rates**
Via: **Email Only: asilva@sdsinc.org**

Dear Board of Supervisors,

In accordance with the terms of the Engineering Agreement, dated July 11, 2007, between Alvarez Engineers, Inc. and the CDD, I would like to respectfully request the Board of Supervisors to consider updating our hourly personnel billing rates and staff classifications to our proposed 2023 rates as shown in the attached table. Our rates were last revised and updated via motion by the Board on April 15, 2015.

Please let me know if you have any questions or if you would like to discuss this further.

Sincerely,



Juan R. Alvarez, President
Alvarez Engineers, Inc.

Grand Bay at Doral CDD			
Current 2015 Rates		Proposed 2023 Rates	
Principal	\$ 200.00	Principal	\$ 220.00
Chief Engineer			
Senior Engineer	\$ 170.00	Senior Engineer	\$ 185.00
Senior Project Engineer			
Project Manager	\$ 150.00	Engineer 2	\$ 160.00
Project Engineer	\$ 130.00	Engineer 1	\$ 140.00
		Electrical Engineer	\$ 135.00
Engineer	\$ 125.00	Engineer Intern	\$ 130.00
CADD	\$ 95.00	Senior Designer	\$ 110.00
		CADD/Computer Technician	\$ 100.00
		Senior Engineering Technician	\$ 95.00
Engineering Technician	\$ 85.00	Engineering Technician	\$ 90.00
Senior Administrative	\$ 80.00	Senior Administrative	\$ 95.00
Administrative	\$ 50.00	Administrative	\$ 60.00

Staff Classification

Principal
 Senior Engineer
 Engineer 2
 Engineer 1
 Electrical Engineer
 Engineer Intern
 Senior Designer
 CADD/Computer Technician
 Senior Engineering Technician
 Engineering Technician
 Senior Administrative
 Administrative

Definition

Professional Engineer with 20+ years of post registration experience
 Professional Engineer with 10+ years of post registration experience
 Professional Engineer with 5+ years of post registration experience
 Professional Engineer with 0+ years of post registration experience
 Electrical Engineer with 2+ years of post-graduate experience
 Entry level with engineering degree; Engineering Intern License
 15+ years of design experience, non-registered
 Design and Drafting with 1+ year of experience
 5+ years of experience
 Entry level, with 0-4 years of experience
 Degreed executive assistant with 8+ years of experience
 Secretary / Clerical

RESOLUTION NO. 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Grand Bay at Doral Community Development District (the "District") to establish a regular meeting schedule for fiscal year 2023/2024; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2023/2024 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT, MIAMI-DADE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2023/2024 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 20th day of September, 2023.

ATTEST:

**GRAND BAY AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the “Board”) of the **Grand Bay at Doral Community Development District** (the “District”) will hold Regular Meetings at Grand Central Clubhouse located at 10551 NW 88th Street, Doral, FL 33178 at **11:30 a.m.** on the following dates:

**October 18, 2023
November 15, 2023
March 20, 2024
April 17, 2024
June 19, 2024
July 17, 2024
September 18, 2024**

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Copies of the Agenda for any of the meetings may be obtained from the District’s website or by contacting the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT

www.grandbayatdoralcdd.org

PUBLISH: MIAMI DAILY BUSINESS REVIEW XX/XX/2023

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Grand Bay at Doral Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a records retention policy (the “Records Retention Policy”) for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT, THAT:

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management

Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B. Coordinate the District's records inventory;
- C. Maintain records retention and disposition forms;
- D. Coordinate District records management training;
- E. Develop records management procedures consistent with the Records Retention Policy, as amended as provided herein;
- F. Participate in the development of the District's development of electronic record keeping systems;
- G. Submit annual compliance statements;
- H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in Exhibit A. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in Exhibit A. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED at a meeting of the District Board of Supervisors, this 20th day of September 2023.

ATTEST:

**GRAND BAY AT DORAL
COMMUNITY DEVELOPMENT
DISTRICT**

Print name: _____
Secretary / Assistant Secretary

Print name: _____
Chairperson, Board of Supervisors

Exhibit A: Amendments to General Records Schedules Established by the Division

Exhibit A

Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: June 6, 2023

RE: Required Ethics Training

On May 24, 2023, the Governor signed CS/HB 199 into law as Chapter 2023-121, Laws of Florida. Section 112.3142, Florida Statutes, requires that specified constitutional officers, elected municipal officers, and commissioners complete four (4) hours of ethics training annually. This requirement is noted on page 1 of the Form 1, Statement of Financial Interests. This legislation provides that beginning January 1, 2024, elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts are now required to complete four (4) hours of ethics training annually. The training must address, at a minimum, s. 8, Art. II of the Florida Constitution (ethics for public officers and financial disclosure), the Code of Ethics for Public Officers and Employees, and the Florida Public Records Law and Open Meetings laws. The legislation specifically provides that this training requirement may be satisfied by completing a continuing legal education class or other continuing professional education class or seminar if the required subject matter is covered therein.

For current supervisors and officers, it is recommended that this training requirement be completed by July 1, 2024, so that the supervisor or officer can verify compliance with the required training on his or her Form 1, Statement of Financial Interests (2023). Elected local officers of independent special districts that assume office on or before March 31st must complete annual ethics training by December 31st of the year the term begins; however, if the term starts after March 31st, the officer is not required to complete the required ethics training until December 31st of the following year. The Legislature intends for those elected officers to receive the required training as close as possible to the date that he or she assumes office. The chart below can be used as a reference:

Date elected or appointed	Annual Training Completed By
Current Officer/Supervisor	December 31, 2024 (recommend completion by July 1, 2024)
January 1 – March 31, 2024	December 31, 2024
April 1 – December 31, 2024	December 31, 2025

The legislation also amends Section 112.313(a), Florida Statutes, clarifying the conflicts exception for public officers or employees of water control districts (Chapter 298, Florida Statutes)

or a special tax districts created by general (i.e. community development districts) or special law and which is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the district has jurisdiction. Employment with or entering into a contractual relationship with a business entity is not prohibited and is not deemed a conflict per se; however, conduct by such officer or employee that is prohibited by or otherwise frustrates the intent of Section 112.313(7), Florida Statutes, including conduct that violates subsections (6) (misuse of public position) and (8) (disclosure of information not otherwise available to the public for personal benefit) thereof is deemed an impermissible conflict of interest.

For convenience, we have included a copy of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. You can expect our traditional legislative memorandum in the coming weeks, where we will summarize other legislation from the 2023 Legislative Session relevant to special districts.

CHAPTER 2023-121

Committee Substitute for House Bill No. 199

An act relating to ethics requirements for officers and employees of special tax districts; amending s. 112.313, F.S.; specifying that certain conduct by certain public officers and employees is deemed a conflict of interest; making technical changes; amending s. 112.3142, F.S.; requiring certain ethics training for elected local officers of independent special districts beginning on a specified date; specifying requirements for such training; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) of section 112.313, Florida Statutes, is amended to read:

112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.—

(7) CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency ~~is shall~~ not be prohibited by this subsection or be deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section, including conduct that violates subsections (6) and (8), is shall be deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

Section 2. Paragraphs (d) and (e) of subsection (2) of section 112.3142, Florida Statutes, are redesignated as paragraphs (e) and (f), respectively, present paragraph (e) of that subsection is amended, and a new paragraph (d) is added to that subsection, to read:

112.3142 Ethics training for specified constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies, and elected local officers of independent special districts.—

(2)

(d) Beginning January 1, 2024, each elected local officer of an independent special district, as defined in s. 189.012, and each person who is appointed to fill a vacancy for an unexpired term of such elective office must complete 4 hours of ethics training each calendar year which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of this state. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required subject matter is covered by such class, seminar, or presentation.

(f)(e) The Legislature intends that a constitutional officer, ~~or~~ elected municipal officer, or elected local officer of an independent special district who is required to complete ethics training pursuant to this section receive the required training as close as possible to the date that he or she assumes office. A constitutional officer, ~~or~~ elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office on or before March 31 must complete the annual training on or before December 31 of the year in which the term of office began. A constitutional officer, ~~or~~ elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office after March 31 is not required to complete ethics training for the calendar year in which the term of office began.

Section 3. This act shall take effect July 1, 2023.

Approved by the Governor May 24, 2023.

Filed in Office Secretary of State May 24, 2023.