

**MINUTES OF MEETING  
MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Miami World Center Community Development District held a Regular Meeting on April 18, 2023 at 11:00 a.m., at the Caoba Sales Center Management Office, 698 NE 1st Ave., G188, Miami, Florida 33132.

**Present at the meeting were:**

John Chiste (via telephone)	Chair
Cora DiFiore	Vice Chair
Joseph DiCristina	Assistant Secretary
Peter Brown (via telephone)	Assistant Secretary
Jared Bouskila	Assistant Secretary

**Also present were:**

Daniel Rom	District Manager
Cindy Cerbone (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Ginger Wald	District Counsel
Aaron Buchler	District Engineer
Fernando Perez	Operations (JLLA)
Paola Lamprea	Square Edge, Inc. (SEI)
Esteban Auzola	Lalezarian Properties
Allie Puthiyamadam (via telephone)	Lalezarian Properties
Wendy Fields (via telephone)	Developer's Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 11:03 a.m. Supervisors Brown, DiCristina and Bouskila were present in person. Supervisors Chiste and DiFiore were attending via telephone.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of Temporary Construction Easement and Property Restoration Agreement**

This item was presented following the Fifth Order of Business.

**FOURTH ORDER OF BUSINESS**

**Consideration of Special Warranty Deed  
[CDD, Grantor to Miami A/I, LLC, Grantee]**

Ms. Fields discussed the need to reconvey a small portion of the vehicular turnaround originally granted by the CDD due to permit issues related to maintenance of underground sewer lines. The proposed portion to be conveyed back to Miami A/I, LLC measures 12' by 27', immediately adjacent to the retail and the garage building. This action will not change the use of the area today, which is subject to the vehicular turnaround and pedestrian use. Mr. Chiste stated he is aware of the issue.

**On MOTION by Mr. Chiste and seconded by Mr. Bouskila, with all in favor, the transfer pursuant to the Special Warranty Deed contained in the agenda, was approved.**

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-01,  
Extending the Term Set Forth in Resolution  
No. 2021-09 Acknowledging that Certain  
Proceeds of the Miami World Center  
Community Development District Special  
Assessment Bonds, Series 2017 Shall be  
Allocated Towards and Reserved for a  
Portion of the Costs of Constructing the  
Freedom Tower Metro Mover Station, as  
Described in the Engineer's Report; and  
Providing for an Effective Date**

Mr. Rom presented Resolution 2023-01.

**On MOTION by Ms. DiFiore and seconded by Mr. Brown, with all in favor, Resolution 2023-01, Extending the Term Set Forth in Resolution No. 2021-09 Acknowledging that Certain Proceeds of the Miami World Center Community Development District Special Assessment Bonds, Series 2017 Shall be Allocated Towards and Reserved for a Portion of the Costs of Constructing the Freedom Tower Metro Mover Station, as Described in the Engineer's Report; and Providing for an Effective Date, was adopted.**

- **Consideration of Temporary Construction Easement and Property Restoration Agreement**

**This item, previously the Third Order of Business, was presented out of order.**

Mr. Rom recalled discussion at the last several meetings about work being performed by the Developers that is impacting CDD assets. The Developers asked to change “Miami World Towers, LLC” to “MWT 1 LLC.” A Restoration Agreement will ensure the parties appropriately replace or repair damaged assets.

A Board Member stated the off-site improvements will be replaced in kind and there is also a utility relocation for both Florida Power & Light (FPL) poles. The work must be turned over and accepted by the City, the County and the CDD before or at the time of TCO.

Speaking for the Developer, Mr. Anzola discussed Master Permit considerations, the intent to replace in kind or with exactly the same design and intent to restore the area.

Ms. Puthiyamadam stated the Developer’s intent is to work hand-in-hand with the CDD to ensure the Developer’s restoration obligations meet the CDD’s satisfaction. The Developer’s lender will not accept language that restricts the right to request an inspection for Certificate of Occupancy (CO) based on the CDD signing off on the restoration obligation. The Developer has taken special care and worked closely with Kimley-Horn to produce very detailed, clear and specific Exhibits that identify the Developer’s obligations in this respect.

Discussion ensued regarding the language in the Agreement and the alternative proposal to require the Developer to provide a surety bond.

Ms. Puthiyamadam does not believe that requirement would be fair or necessary.

Mr. Chiste noted that other Developers have provided a surety bond in similar cases. He discussed the process.

A Board Member noted that this Agreement has been utilized with other Developers throughout Florida and in other states. This is a market condition, given the size of the project, and the fact that the Developer is working on CDD property with improvements in place. He noted that this issue has been under discussion for over six months and, in his opinion, if the terms of the Agreement are not acceptable, a surety that the Developer will perform the repairs to the CDD’s satisfaction is required.

Mr. Rom noted that the Board will direct Staff to work with the District Engineer to develop an estimate and to provide the information to the Developer, as the other party to the Agreement, and to revise the verbiage to match, replacing the TCO with a surety bond.

Mr. Chiste agreed with that process and stated he will be available for discussions with the Underwriters of the Developer's Lenders to help them feel comfortable that this is a normal course of business. The CDD will not do anything it believes would harm the Developer's ability to get a CO; the Underwriter needs to understand that it is precautionary language.

Ms. Puthiyamadam stated her understanding of the CDD's position is that, if the Developer wants to strike the current language regarding the Developer's completed restoration obligations prior to the final CO, the Developer will need to post a bond based on an amount compiled by the District Engineer based on the estimated cost to underwrite the complete restoration obligations.

Ms. Wald stated that is correct. As to the approval, in substitution with the strikethrough, language will be included with the posting of a surety bond in the amount determined by the District Engineer based upon the Exhibits they already provided as to the improvements, which might be revised due to some other issues with lighting and authorizing the Chair or the Vice Chair to execute.

Ms. Puthiyamadam asked if there is an option for the Chair to review and approve softened language, at the Lender's request, while keeping the concept in place.

**On MOTION by Mr. DiCristina and seconded by Mr. Bouskila, with all in favor, authorizing Mr. Chiste to speak with the Lenders regarding the Temporary Construction Easement and Property Restoration Agreement and to modify the Agreement as he sees fit with the Lender and, if not fruitful, requiring a surety bond or another financial instrument in the amount determined by the District Engineer based upon the Exhibits already provided, which might be revised, to secure the restoration improvements, and authorizing the Chair or the Vice Chair to execute, was approved.**

Mr. Rom stated the Developer advised that, as part of their continued development, there are Florida Power & Light (FPL) poles that need to be relocated from the project. The CDD currently has a Master Lighting Services Agreement (MLSA) with FPL. Regarding how the CDD

can approve the relocation work, one recent suggestion was that the CDD can work with FPL to identify a Change Order to this Agreement and that will allow the Developer to enter into an Agreement with FPL to perform the work, rather than the CDD.

Mr. Auzola discussed the pole locations and the work to be performed.

Ms. Wald stated the MLSA applies to the entire area. All light poles are complete, certified and operational. A request was made to remove and relocate two poles but the problem is that the MLSA would require the CDD to submit a Change Order to FPL, which will incur costs, and a separate Agreement would be required with the Developer. The MLSA provides a clause allowing assignment of the Agreement; she believes a partial Assignment will be allowable. If FPL is amenable, the CDD can do a partial Assignment of the MLSA to the Developer since it has been requested for those two light poles. Once all necessary work is completed, the Developer can assign those two light poles back to the CDD. She discussed why this is the simplest option and suggested a call with FPL.

Ms. Wald stated an additional request was received regarding security cameras. She will review the contract and determine the costs for removal and the Developer will be asked to pay those costs and reinstall the cameras. If FPL is not amenable, another Agreement with the Developer will be necessary. The Developer will assume the liability and the costs.

**On MOTION by Ms. DiFiore and seconded by Mr. DiChristina, with all in favor, authorizing Staff and Mr. DiCristina to work on the request from the Developer as to the relocation of two light poles under the Florida Power & Light Master Lighting Service Agreement with the CDD, and authorizing the Vice Chair to execute related documents, was approved.**

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-02, Designating a Date, Time, and Location for Landowners' Meeting of the District, and Providing for an Effective Date**

Mr. Rom presented Resolution 2023-02.

Ms. Cerbone stated Seats 1, 2, and 3, currently held by Supervisors Chiste, Brown and Bouskila, respectively, will be up for election.

**On MOTION by DiCristina and seconded by Mr. Bouskila, with all in favor, Resolution 2023-02, Designating a Date, Time, and Location of November 7, 2023 at 11:00 a.m., at the Caoba Sales Center Management Office, 698 NE 1st Ave., G188, Miami, Florida 33132, for a Landowners’ Meeting of the District, and Providing for an Effective Date, was adopted.**

**SEVENTH ORDER OF BUSINESS**

**Consideration of Billing, Cochran, Lyles, Mauro & Ramsey, P.A. Adjustment to District Counsel Fee Structure**

Ms. Wald presented the Billing, Cochran, Lyles, Mauro & Ramsey, P.A. Adjustment to District Counsel Fee Structure. The effective date was changed to May 1, 2023.

**On MOTION by Ms. DiFiore and seconded by Mr. Bouskila, with all in favor, the Billing, Cochran, Lyles, Mauro & Ramsey, P.A. Adjustment to District Counsel Fee Structure, as amended, was approved.**

**EIGHTH ORDER OF BUSINESS**

**Ratification of U.S. Lawns Estimates**

- A. #1627 for Planter Repairs at East Side Front Bezel Driveway
- B. #1630 for Plant Replacement at East Block D, Along NE 2nd Ave
- C. #1632 for Plant Replacement at East Block D
- D. #1658 for Plant Replacement
- E. #1659 for Replacement for Dead Palm at Front Caoba

**On MOTION by Ms. DiFiore and seconded by Mr. DiChristina, with all in favor, U.S. Lawns Estimates #1627, #1630, #1632, #1658 and #1659, were ratified.**

**NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of February 28, 2023**

Mr. Rom presented the Unaudited Financial Statements as of February 28, 2023.

**On MOTION by Mr. Bouskila and seconded by Mr. Chiste, with all in favor, the Unaudited Financial Statements as of February 28, 2023, were accepted.**

**TENTH ORDER OF BUSINESS**

**Approval of September 13, 2022 Public Hearings and Regular Meeting Minutes**

Mr. Rom presented the September 13, 2022 Public Hearings and Regular Meeting Minutes.

**On MOTION by Mr. DiCristina and seconded by Ms. DiFiore, with all in favor, the September 13, 2022 Public Hearings and Regular Meeting Minutes, as presented, were approved.**

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

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

There was no report.

**B. District Engineer: *Kimley-Horn and Associates, Inc.***

Mr. Buchler stated some areas of CDD work will be prepared for turnover.

**C. Operations Manager: *Jones Lang Lasalle Americas, Inc.***

There was no report.

**D. District Manager: *Wrathell, Hunt and Associates, LLC***

- **NEXT MEETING DATE: May 16, 2023 at 11:00 AM (*Presentation of Fiscal Year 2024 Proposed Budget*)**
  - **QUORUM CHECK**

**TWELFTH ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Bouskila and seconded by Ms. DiFiore, with all in favor, the meeting adjourned at 12:02 p.m.**



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Secretary/Assistant Secretary



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Chair/Vice Chair