

**MIAMI WORLD  
CENTER**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**April 18, 2023**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

# Miami World Center Community Development District

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

April 11, 2023

Board of Supervisors  
Miami World Center Community Development District

**ATTENDEES:**  
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Miami World Center Community Development District will hold a Regular Meeting on April 18, 2023 at 11:00 a.m., at the Caoba Sales Center Management Office, 698 NE 1<sup>st</sup> Ave., G188, Miami, Florida 33132. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Temporary Construction Easement and Property Restoration Agreement
4. Consideration of Special Warranty Deed [CDD, Grantor to Miami A/I, LLC, Grantee]
5. 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
6. Consideration of Resolution 2023-02 Designating a Date, Time, and Location for Landowners' Meeting of the District, and Providing for an Effective Date
7. Consideration of Billing, Cochran, Lyles, Mauro & Ramsey, P.A. Adjustment to District Counsel Fee Structure
8. 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 2<sup>nd</sup> Ave
  - C. #1632 for Plant Replacement at East Block D

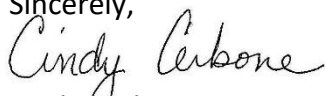
- D. #1658 for Plant Replacement
  - E. #1659 for Replacement for Dead Palm at Front Caoba
9. Acceptance of Unaudited Financial Statements as of February 28, 2023
  10. Approval of September 13, 2022 Public Hearings and Regular Meeting Minutes
  11. Staff Reports
    - A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
    - B. District Engineer: *Kimley-Horn and Associates, Inc.*
    - C. Operations Manager: *Jones Lang LaSalle Americas, Inc.*
    - 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

SEAT 1	JOHN CHISTE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	PETER BROWN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JARED BOUSKILA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JOE DICRISTINA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	CORA DIFIORE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

12. Public Comments
13. Adjournment

Should you have any questions, please contact me directly at (561) 346-5294 or Daniel Rom at (561) 909-7930.

Sincerely,  
  
 Cindy Cerbone  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 528 064 2804**

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**3**

This instrument was prepared by and  
when recorded return to:

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
515 East Las Olas Boulevard, 6<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301  
Attn: Ginger E. Wald, Esq.

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Space above this line for recorder's use

**TEMPORARY CONSTRUCTION EASEMENT  
AND PROPERTY RESTORATION AGREEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT AND PROPERTY RESTORATION AGREEMENT (the "Agreement") is granted this \_\_\_\_ day of \_\_\_\_\_, 2022, by **MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell Hunt and Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**") and ~~MWT 1 LLC IAMI WORLD TOWERS LLC~~, a Delaware limited liability company, whose principal address is 1999 Marcus Ave, Ste 310, Lake Success, New York, NY 11042, and its affiliates, successors and assigns (collectively the "**Developer**").

W I T N E S S E T H :

**WHEREAS**, District is the owner of certain improvements within the portions of the right-of-way of North Miami Avenue, NE 1<sup>st</sup> Avenue, NE 8<sup>th</sup> Street and NE 2<sup>nd</sup> Avenue, City of Miami, Miami-Dade, Florida, as a portion of the right-of-way described as MIAMI WORLDCENTER PLAT 2, as recorded in Plat Book 171, Page 52 of the Public Records of Miami-Dade County, Florida (the "**Parcel**");

**WHEREAS**, Developer is the owner of a parcel of real property located within the boundaries of the District and which is commonly referred to as MIAMI WORLD TOWER 1, described as Tract B, MIAMI WORLDCENTER PLAT 2, as recorded in Plat Book 171, Page 52 of the Public Records of Miami-Dade County, Florida (Folio No. 01-3137-037-0030) ("**MIAMI WORLD TOWER 1**"); and

**WHEREAS**, in addition to the streetscape and landscaping improvements within the Parcel, pursuant to other agreements and covenants, the District is the owner of and/or is responsible for the maintenance of those certain streetscape and landscaping Improvements (as hereinafter defined) located within (i) the rights-of-way of 710 NE 1<sup>st</sup> Avenue, Miami, FL 33132, south NE 8<sup>th</sup> Street and west NE 1<sup>st</sup> Avenue, as more particularly highlighted on the MOT, as hereinafter defined and **Exhibit A** (collectively, the "**CDD Areas**"); and

**WHEREAS**, in connection with Developer's development and construction of MIAMI WORLD TOWER 1, Developer proposes to incorporate portions of the CDD

Areas, as part of Developer's Maintenance of Traffic plan, as shown on Exhibit A, attached hereto and made a part hereof ("MOT"), and Developer has further agreed to ensure that the MOT includes safety and barrier protections for pedestrian traffic utilizing the CDD Areas; and

**WHEREAS**, the Developer has indicated that the use of the CDD Areas for the stated purposes is critical to the Developer's MIAMI WORLD TOWER 1 project and for the MOT, but may result in the removal, disruption or damage to the District property, facilities, and improvements, including, but not limited, to, lighting, streetscape, landscaping and trees, sidewalk pavers, trash cans, benches, bike racks, and other CDD improvements, only to the extent such improvements are specifically identified in the CDD Inventory dated as of January 3, 2022, as further set forth in Exhibit B and Exhibit C hereto (collectively, the "Improvements"), which Developer has agreed to replace or restore, equal as shown in Exhibit B or substantially similar as shown in Exhibit C in quality, quantity, and craftsmanship (at District's reasonable discretion).—~~prior to requesting any inspection by the City of Miami (the "City") for the final certificate of occupancy ("CO") for the MIAMI WORLD TOWER 1;~~ and

**WHEREAS**, Developer has requested a temporary construction easement over and across a portion of the Parcel as shown in Exhibit A, as shown on the MOT (the "Easement") in connection with construction proposed for MIAMI WORLD TOWER 1 and consistent with and as identified and limited in the proposed NE 8<sup>th</sup> Street MOT, 1<sup>st</sup> Ave sidewalk closure permit and Coastal Site logistic Plan LG3.01.

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Grant of Easements. District hereby grants to Developer, its contractors and subcontractors, a temporary Easement over the portion of the Parcel as shown in Exhibit A for the construction proposed for MIAMI WORLD TOWER 1 and consistent with and as identified and limited in the proposed MOT, which MOT shall, subject to the terms of this Agreement, be substantially similar to that which is approved by the City or County, as the case may be.
3. Pedestrian Safety. Developer shall, throughout the term of the Agreement, (a) allow pedestrian traffic to continue to utilize the sidewalk area on north NE 8<sup>th</sup> Street and east NE 1<sup>st</sup> Avenue, as part of the MOT approved by the City and sidewalk closure permit approved by the County; (b) utilize sufficient barriers to ensure the safety of pedestrian traffic utilizing such sidewalk areas from vehicular and construction-related activity; (c) utilize sufficient visibility screening, on construction fencing along the CDD Areas. Developer shall direct its general contractor to use commercially reasonable efforts to minimize use of temporary electrical generators at or near the CDD Areas. It is understood by the parties that a safe pedestrian path(s) will be created and maintained as

part of the MOT and as part of the construction plan proposed by Developer for MIAMI WORLD TOWER 1. Developer further ensures that the CDD Areas are kept and maintained free from any construction-related materials, debris, hardware, trash and refuse, arising out of or in any way connected with the construction-related activities associated with the MIAMI WORLD TOWER 1 project.

4. Restoration and Repair of CDD Areas. Any and all Improvements damaged or removed by Developer shall be replaced or restored with equal quality, quantity, and craftsmanship for such Improvements as shown in Exhibit B or substantially similar quality, quantity, and craftsmanship for such Improvements as shown in Exhibit C, as reasonably determined by the District Manager of the District, in his/her reasonable discretion (“Restoration Work”) and shall be located and/or relocated in the same location where the Improvements were removed. Restoration Work shall be completed and inspected and reasonably approved by the District Manager of the District, such approval not to be unreasonably withheld, conditioned or delayed, ~~prior to Developer requesting inspections by the City for the final CO on MIAMI WORLD TOWER 1;~~ provided, however, if the District Manager or his/her designee shall fail to inspect the Restoration Work within ten (10) days written notice by Developer, the District Manager and the District shall be deemed to have approved the Restoration Work, ~~and Developer shall be permitted to request inspections by the City for the final CO on MIAMI WORLD TOWER 1.~~

5. Term. The Easement shall be valid for a period of twenty-four (24) months from the date of execution, but may be automatically extended for an additional twelve (12) months period in the first instance and then further extended, as requested, upon the mutual agreement of the Developer and the District. Although the expiration of the Easement is automatic at the end of the term above and does not require any further action on the part of any party hereto, if requested by either party, Developer and the District will, no later than ten (10) days after such expiration, execute and record a release and termination of this Agreement.

6. Insurance and Liens. At all times during the exercise of the rights granted under this Agreement, Developer shall maintain, or shall cause its general contractor to maintain, liability insurance coverage in an amount of not less than \$2,000,000 naming District as an additional insured. Developer shall inform its general contractor and shall cause its general contractor to inform all subcontractors performing work for it that such parties shall not have the right to file any liens against the Parcel or any portion thereof, and, if any such liens occur, then Developer shall cause its general contractor to remove any such liens, or Developer shall cause its general contractor to release or transfer to bond any such liens, within thirty (30) days of written notice thereof.

7. Indemnification. Developer agrees to defend at its sole cost and expense (if requested by District), release, indemnify and hold District, its subsidiaries, related and affiliated companies and the officers, directors, agents, and employees of each, harmless from and against any and all such claims, suits, judgments, damages, losses and expenses (including reasonable attorneys’ fees) or demands arising from or in any way connected with (i) the negligent exercise of the rights granted hereunder by Developer



and/or any other party claiming by, through or under Developer (collectively, the "Developer Parties"), (ii) any willful breach of this Agreement by Developer and/or any of the Developer Parties and (iii) injuries or death of persons (including District's employees and agents) and damage to property arising out of any negligent acts, errors, omissions, or willful misconduct of Developer and/or the Developer Parties.

8. Enforcement. The terms of this Agreement may be enforced by District or Developer by injunctive relief and any other available remedies. By way of example, and not limitation, either party shall be entitled to enjoin any activity or use of the CDD Areas that is inconsistent with the rights granted herein, provided that Developer or District provide the other Party with thirty (30) days notice prior to seeking injunctive relief or any other available remedies. In the event of any litigation, arbitration, or mediation between District and Developer concerning the terms of this Agreement, the prevailing party will be entitled to reimbursement of its costs and expenses, including reasonable attorneys' fees.

9. Coordination with the District. During the course of construction of the MIAMI WORLD TOWER 1 project, Developer and District agree to work in good faith and Developer agrees to use reasonable efforts to address reasonable requests of the District consistent with the term of this Agreement with respect to the impacts on the CDD Areas or the construction of the Project as a whole.

10. Covenant Running with the Land. The parties agree that this Agreement is and shall constitute a covenant running with the land, fully binding upon Developer and District, their respective successors, successor-in-title and assigns hereof until such time as the Agreement is terminated and all obligations hereunder of the parties satisfied.

11. Miscellaneous. With the exception of District staff and legal costs associated with the preparation of this Agreement only (which shall be borne by District), all other reasonable costs and expenses associated with the performance of this Agreement by Developer shall be borne by the Developer in full. This Agreement cannot be modified or terminated except by written agreement executed by the parties hereto. This Agreement, the easements granted herein and any other rights and burdens set forth herein shall run with title to, and be a burden upon, the Parcel and such rights and easements shall benefit Developer and the other parties described herein. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The invalidity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. This Agreement supersedes all prior agreements, written or oral, relating to the subject matter hereof. This Agreement shall be governed by and in accordance with the laws of the State of Florida. Enforcement of the terms and provisions of this Agreement shall be at the reasonable discretion of the aggrieved party, and any forbearance by such aggrieved party to exercise its rights hereunder in the event of any breach hereof by the other party, shall not be deemed or construed to be a waiver of the aggrieved party's rights hereunder. All of the parties to this Agreement have participated in the negotiation of this Agreement and have been represented by legal counsel (or have been afforded the opportunity to do so and have

declined). Accordingly, this Agreement shall not be construed more strictly against any one of the parties hereto.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above first written.

Signed and acknowledged in the presence of:

**MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

The foregoing Temporary Construction Easement and Property Restoration Agreement was acknowledged before me by means of  physical presence or  online notarization, on this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of such entity, who  is personally known to me or who  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public-State of Florida

\_\_\_\_\_  
Print Name

My commission expires:

**~~MIAMI WORLD TOWERS LLC~~**

**MWT 1 LLC**, a Delaware limited liability company

WITNESSES:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

STATE OF \_\_\_\_\_ )

) ss.:

COUNTY OF \_\_\_\_\_ )

The foregoing Temporary Construction Easement and Property Restoration Agreement was acknowledged before me by means of  physical presence or  online notarization, on this \_\_\_ day of \_\_\_\_\_, 202, by \_\_\_\_\_, as \_\_\_\_\_ of **MWT 1 LLC MIAMI WORLD TOWERS LLC**, a Delaware limited liability company, on behalf of such entity, who  is personally known to me or who  has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

Name: \_\_\_\_\_

My Commission Expires:

## **EXHIBIT A**



Main Point of Contact: <b>Applicant</b>	Effective Date: <b>01/19/2022</b>
Name: <b>Alex Obregon</b>	Expiration Date: <b>07/18/2022</b>
Address: <b>5959 BLUE LAGOON DR MIAMI FL 33142</b>	Impacted Area: <b>MULTIPLE BLOCKS</b>
Email: <b>aobregon@coastalconstruction.com</b>	Closure Type: <b>Partial Closure</b>
Phone Number: <b>(786) 693 0019</b>	Closure Days: <b>24/7 during the project duration</b>
Applicant: <b>COASTAL CONSTRUCTION OF MIAMI DADE COUNTY, INC. dba COASTAL CONSTRUCTION OF MIAMIDADE</b>	Closure Hours: <b>24/7 during the project duration</b>
Contractor: <b>COASTAL CONSTRUCTION OF MIAMI DADE COUNTY, INC. dba COASTAL CONSTRUCTION OF MIAMIDADE</b>	Working Hours: <b>DAYTIME</b>
Owner:	Work Description: <b>Construction fence for deliveries of material and equipment. Occasionally concrete pouring within the fenced area.</b>
Project Name: <b>Miami World Tower 1</b>	Permit Fee: <b>\$13,900.00</b>
Project Address: <b>710 NE 1 Ave</b>	Surety Amount: <b>\$0.00</b>
Project Location: <b>NE 8TH ST Blk: 1 to 99</b>	
Project Number:	

**Other Applicable Permits/Approvals:**  
 Police

**APPROVED BY:**



Charles M. Alfaro, P.E.  
 Assistant Director  
 Department of Resilience and Public Works

**ADDITIONAL PERMIT CONDITIONS**

See general notes and permit conditions attached to the permit card. Must abide by Miami police special events permits terms and conditions (when applicable). -Pavement restoration shall comply with Bulletin 27 and shall be completed to include full lanes width. No partial lanes restoration is allowed. -All pavement, swales, driveways, and sidewalks damaged by construction must be reconstructed per current City of Miami standards. - All sidewalks and pedestrian ramps damaged by construction must be reconstructed to meet current ADA requirements. Ensure property and pedestrian access at all times.



**AUTHORIZED CLOSURE(S)**

Street Segment(s)	Street Ownership	Closure Area(s)	Closure Dates	Closure Hours	Status
NE 8TH ST From: NW 8TH ST To: NE 1ST AVE	Municipal	<b>Traffic Lane:</b> Total Lanes 0 - Closed Lanes 0 Traffic Direction () <b>Parking Lane :</b> () <b>Sidewalk :</b> (South) <b>Swale :</b> ()	From: 1/3/2022 To: 7/2/2022	From: 8:00 AM To: 6:00 PM	Active



**GENERAL PERMIT NOTES AND CONDITIONS**

1. The permittees must ensure closures impacting the public right-of-way are performed in a manner that guarantee the safety of pedestrian and vehicular traffic and comply with all applicable federal and state laws, and city codes, bulletins, and ordinances.
2. The permittees must assume any and all liabilities that may arise due to the closures.
3. The permittees must ensure access to emergency response vehicles, Solid Waste, and local traffic at all times.
4. The permittees must not enclose fire hydrants and must provide access to the utility companies within the closure area.
5. The permittee must install the temporary traffic control devices per the approved plans, and must inspect the devices daily to ensure they remain in clean and working conditions.
6. The permittee must provide adequate pedestrian protection for pedestrian traffic in accordance with Resilience and Public Works Department Bulletin No. 52.
7. The permittee must secure and keep active all other applicable permits. All permits and approved plans must be kept at the jobsite during work. Failure to secure and maintain other applicable permits must result in violations being assessed up to the permit's rescission. Permittee will be responsible for new permit fees and applicable penalties per city code and ordinance.
8. The permittee must secure a Dewatering Permit for pumping uncontaminated water to solid pipe drainage discharge system.
9. The permittee must secure an NPDES Permit for any work disturbing more than 1/2 acre of land.
10. The permittee must secure a Noise Waiver for any work not performed during normal constructions hours (8AM to 6PM, Mondays to Saturdays), or on Holidays.
11. The permittee must secure a Tree Permit for any work that may require pruning, removing, or disturbing trees within the public right-of-way.
12. The permittee must comply with Florida Statutes Chap. 556 "Underground Facility Damage Prevention & Safety" through the use of low impact marking devices.
13. The permittee must protect the stormwater system in accordance with Resilience and Public Works Department Bulletin No. 25.
14. The permittee must ensure that excavation work in the public right-of-way is conducted and performed in a satisfactory, safe and professional manner, and complies with all applicable federal and state laws, and city codes, bulletins, and ordinances.
15. The permittee must restore all excavation work within the public right-of-way in accordance with Resilience and Public Works Department Standards, and Bulletin No. 27. Final restoration must be performed within thirty (30) days of completed utility work. All disturbed areas resulting from construction activities must be restored to equal or better conditions. Any work adjacent to or affecting a pedestrian curd ramp will require full replacement of the ramp in accordance to City and Americans with Disabilities Act (ADA) Standards.
16. The permittee must make any required inspection requests a minimum of five (5) business days ahead of needed inspection through the city's electronic permitting system.
17. The permittee must make a permit extension request through the city's electronic permitting system a minimum of ten (10) business days prior to the permit expiration date.
18. The permittee must make a permit close-out inspection request through the city's electronic permitting system immediately after the completion of permitted work.

**REQUIRED NOTIFICATIONS PRIOR TO COMMENCEMENT OF WORK**

1. The permittee must notify the Fire Department of a full road closure at least five (5) days prior to the commencement of work. Such notification must be sent via email to [aplasencia@miamigov.com](mailto:aplasencia@miamigov.com) and [nhernandez@miamigov.com](mailto:nhernandez@miamigov.com).
2. The permittee must notify, in writing, five (5) days prior to a right-of-way closure residents and business owners of the impending closure, including dates and time.
3. The permittee must call two (2) business days before digging Sunshine State One Call of Florida, Inc., at 811 or 1-800-432-4770.
4. The permittee must notify Public Works Inspectors at 305-416-1200 at least forty-eight (48) hours prior to commencement of work.



## TRAFFIC MAINTENANCE AND SAFETY PROVISIONS

Application Number: 2022003253

Date : 3/15/2022

Location: 00 NE 1ST AVENUE 700 NE 1ST AVENUE

Work Description : Sidewalk Improvement

### General Provisions:

- (1) The Contractor shall be responsible for the provisions, installation and maintenance of all traffic control and safety devices, in accordance with the latest specifications outlined in Section C2 and Section R19 of the Public Works Department Manual, the Manual on Uniform Traffic Control Devices and/or the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards. In addition, the Contractor is responsible for the resetting or replacing of all traffic control devices, including pavement markings removed or damaged during the construction period. Existing STOP, YIELD, DO NOT ENTER, and ONE WAY signs shall be restored/re-erected immediately if damaged or knocked down. Existing School signs shall be reinstalled within 24 hours if damaged or knocked down. All damaged traffic signs will be replaced prior to completion of work.
- (2) Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. No material shall obstruct the line of sight as define by FDOT Index 546 and/or Florida Green Book as it may be updated from time to time, Installation shall be in compliance with clear zone guidelines.
- (3) Temporary patch material or plates **must** be on the job site whenever pavement or sidewalk or bike path is cut, or the inspector will shut the job down. Restoration shall be in accordance with Public Works Department Manual R 21.1 and R 13.1. In the case where there is an existing MOT in the field, proper coordination shall be made between the Contractors to find the best time to start the new one and / or the proposed MOT shall match safely the existing one.

### Special Provisions:

- (1) Contractor shall provide necessary access to all adjacent property during construction.

Please include TSS only in the reviews of the MOT Permits that; 1) provide a change to the physical traffic signal, i.e. moving, adding, covering any traffic signal head(s). 2) Provide a full lane closures that extend beyond the daily work period, including the AM/PM peak periods. 3) The work is to go through a signalized intersection impacting travel lanes excluding sidewalk work. 4) MOT has a regional impact; i.e. MOT requires notification on major highway systems and extends more than 2 miles. Once permit is approved, notify Miami-Dade County (MDC) Traffic Signals and Signs (TSS) Division at: TrafficSignalSystemOperatorsDTPW@miamidade.gov at least ten (10) days prior to the MOT start date and provide the following information: Start date, Work hours, Duration of MOT, Project location(s), Permit Number. Immediately notify TSS upon damaging any traffic signal equipment. Damage to vehicle detection loops or traffic signal hardware resulting from the proposed work must be repaired/restored by a MDC-approved traffic signal contractor. Any necessary traffic signal system work or repairs will require a separate DTPW permit as the DTPW MOT permit does not cover signal work. TSS can be reached at (305)592-3580 Contractor shall notify the Metropolitan Dade County Public Works Department 24 hour, phone (305) 375-2135, when the work is ready for construction.

- (2) Contractor shall notify the Metropolitan Dade County Public Works Department 24 hour, phone (305) 375-2135, when the work is ready for construction. Any work adjacent to railroad right of way should be discussed with CSX Transportation and FEC to determine appropriate safety measures. For CSX: Leslie L. Scherr CSX Project Manger can be reached at : Phone (904) 366-3057, Fax (904)366-4042, E-mail: [Leslie\\_Scherr@CSX.com](mailto:Leslie_Scherr@CSX.com). For FEC: Joseph (Leslie) Schronder Public Projects Engineer can be reached at : Phone (904)279-3196, Fax (904) 256-0426, E-mail: [leslie.schonder@fecrwy.com](mailto:leslie.schonder@fecrwy.com)
- (3) **The Contractor is required to keep a copy of these "Traffic Maintenance and Safety Provisions" and work information form supplied by Miami-Dade County Public Works Department at the job site during the term of construction.**
- (4) Contractor or Engineer shall be MOT certified in order to set up and maintain the work zone. Contractor shall maintain pedestrian, bicycle and vehicular traffic according to corresponding typical traffic control details as outlined in the Manual on Uniform Traffic Control Devices, Miami-Dade County Public Works Manual and/or FDOT Roadway and Traffic Design Standards. No pedestrian pathway shall be blocked or demolished without provision of an ADA-compliant pedestrian pathway; either by plating voids with max ¼ inch, transition, or by providing temporary parallel path, or by utilizing adjacent existing walkway, accompanied by pedestrian detour signage and/or pavement markings.
- (5) Contractor shall guide a person who is blind or visually impaired to cross safely work zone at signalized intersection, 4-way stop or existing cross walk with ramp and ADA compliant. No poles, cabinets etc. are allowed inside intersection radii and within 2 feet of bike paths. There shall be no lane closure and or/ interruption of traffic permitted Monday-Friday 7 to 10 AM and 4 to 7 PM (These hours supersede those on actual permit).
- (6) There shall be no interruption of pedestrian, bicycle and vehicular traffic on roadways surrounding schools during school arrival/dismissal hours. Any variations from these requirements will require express written permission from the Public Works Director. Contractor shall coordinate with Dade County Public, Charter and/or Private School(s) at least a week in advance prior to construction.

All other times:

- See det MOT / No interruption of traffic and / or lane closure permitted on County roads / No interruption to bicycle lane ( a minimum of 2 feet offset is required from obstacle)
- VMS shall be installed at proper locations during closures for traffic to use alternate routes. Also, a min of 2 weeks in advance of the construction, the contractor (In addition to the advance warning signage), needs to provide changeable (variable) message signs (CMS) showing date and time of closure and inform affected residents, property owners and business by mean of flyers
- Install proper turn restrictions where applicable
- Ensure that proper traffic control devices exist for safety purpose
- Contractor shall install signage at proper locations, visible to traffic and not in conflict with driveways
- Install proper advance warning signage for traffic heading toward the closures or work area
- FDOT permit / approval required when working on State right of way
- Coordinate with appropriate Municipality for M.O.T on City roads
- Sidewalk closure as per FDOT Index 660 or submit additional pedestrian detailed MOT with proper advance warning signage, ADA compliant when necessary for review and approval. Ensure that pedestrian symbol with detour arrow is pointed toward proper direction to cross safely. Install Longitudinal

Channelization Devices

- (LCD) between the work area and the sidewalk whenever applicable
- (7) Contractor **must** provide Flasher Arrow Board for any lane closure on “multilane” roadways.
  - (8) Contractor shall notify law enforcement, in accordance with Section 336.048 of Florida Statutes, fire protection services and MDTA (786) 469-5046 at least twenty-four (24) hours in advance of any detour and when work area in conflict with bus stop.
  - (9) No street shall be closed without written permission being obtained prior to such closing and an approved Detour Plan submitted.
  - (10) The traffic maintenance and safety provisions form must be kept on the job site.

## **EXHIBIT B**

Project: Miami World Towers <sup>1</sup>  
 Address: 710 NE 1st Avenue Miami, Florida 33132  
 Contractor: Coastal Construction  
 Landscape Architect: Kimley-Horn Associates  
 Owner: MWT<sub>1</sub>LLC



# Miami World Tower

## CDD REQUIRED ITEMS THAT ARE TO BE REPLACED IF DAMAGED OR REMOVED BY CONSTRUCTION ACTIVITIES

*CDD requires that should the following items be damaged or removed during construction activities, replacements shall be as dictated by code and are subject to shopdrawing review and approval i.e., existing utilities (i.e., Traffic Control Equipment, FPL Meter Pole, Manholes, Handholes, Fire Hydrants, GFCI's, Water Meters, Irrigation Systems) and/or Right of Way Items (i.e., Traffic Signage).*

Item No.	Description:	Location	Disposition	Means & Methods
A	GFI's	See Sheet CTPL-01	Remain	Protect/Repair if Damaged
Item No. 1	Concrete Benches	See Inventory Log	Relocate/Replace	Relocate and Replace per Plans
Item No. 2	Bike Racks	See Inventory Log	Relocate/Replace	Relocate and Replace per Plans
Item No. 3	Recycle Bins	See Inventory Log	Relocate/Replace	Relocate and Replace per Plans
Item No. 4	Trash Cans	See Inventory Log	Relocate/Replace	Relocate and Replace per Plans
Item No. 5	Straight/Turn Only Sign	See Inventory Log	Remain	Outside of Construction Area
Item No. 6	No Standing and Tow Away Zone	See Inventory Log	Remain	Outside of Construction Area
Item No. 7	Traffic Control Equipment	See Sheet CTPL-01	Remain	Outside of Construction Area
Item No. 8	FPL Meter Pole	See Inventory Log	Remain	Outside of Construction Area
Item No. 9	Pedestrian Cross-Walk Signals	See Sheet V-001	Remain	Outside of Construction Area
Item No. 10	Landscape Uplighting	See Inventory Log	Remain	Outside of Construction Area
Item No. 11	5G Tower	See Inventory Log	Remain	Outside of Construction Area
Item No. 12	Light Pole with CCTV	See Inventory Log	Remain	Outside of Construction Area
Item No. 13	Irrigation Systems	See Sheet L-500	Repair if Damaged	Protect/Repair if Damaged
Item No. 14	Power Center for Private/Public Areas	See Inventory Log	Remain	Outside of Construction Area
Item No. 15	Light Pole	See Sheet CTPL-01	Relocate	Relocate per Plans
Item No. 16	Light Pole	See Inventory Log	Remain	Outside of Construction Area
Item No. 17	Fire Hydrant	See Sheet CS-02	Remain	Outside of Construction Area
Item No. 18	Water Meter Connection	See Sheet CWS-02	To Be Removed	See Note #2. on CWS-02
Item No. 19	Pavers	See Inventory Log	Repair if Damaged	Protect/Repair if Damaged

Irrigation has to be capped where Silvestris Palms are being relocated. Refer to Exhibit C for Irrigation.

Please note that a majority of the pavers along the MWT frontages will need to be reconstructed/adjusted to meet the proposed elevations in the MWT plans. These areas are expected to be replaced with same CDD products. Damage of existing CDD pavers beyond these limits should be protected/repared/replaced, as needed.

**ITEM NO. 1**



**MWC CONCRETE BENCHES**

**ITEM NO. 1 – PUBLIC ITEM**

**Description:** *Anchored Concrete Bench*

**Original Location:** *Public Sidewalk on West Side of NE 1<sup>st</sup> Avenue*

**Disposition:** *Relocate and Reinstall*

**Quantity:** *Three (3)*

**New Location:** *Bezel – Wet Trash Room*

**ITEM NO. 2**



**MWC BIKE RACKS**

**ITEM NO. 2 – PUBLIC ITEM**

**Description:** *Anchored Bike Racks*

**Original Location:** *Public Sidewalk on East Side of NE 1<sup>st</sup> Avenue*

**Disposition:** *Relocate and Reinstall*

**Quantity:** *Six (6)*

**New Location:** *Turned over to CDD, CDD to advise of current location.*

**ITEM NO. 3**



**MWC RECYCLE BINS**

**ITEM NO. 3 – PUBLIC ITEM**

**Description:** *Recycle Canister*

**Original Location:** *Public Sidewalk on East Side of NE 1<sup>st</sup> Avenue*

**Disposition:** *Relocate and Reinstall*

**Quantity:** *Two (2)*

**New Location:** *Turned over to CDD, CDD to advise of current location.*

**ITEM NO. 4**



**MWC RECYCLE BIN**

**ITEM NO. 4 – PUBLIC ITEM**

**Description:** *Trash Canister*

**Original Location:** *Public Sidewalk on East Side of NE 1<sup>st</sup> Avenue*

**Disposition:** *Relocate and Reinstall*

**Quantity:** *Two (2)*

**New Location:** *Turned over to CDD, CDD to advise of current location.*

**ITEM NO. 5**



**EXISTING SIGNAGE – STRAIGHT/TURN ONLY SIGN**

**ITEM NO. 5 – EXISTING SIGNAGE**

**Description:** STRAIGHT/TURN ONLY SIGN

**Original Location:** NE 8<sup>th</sup> Street Sidewalk Planters

**Disposition:** Remain in place - to be protected during the course of construction.

**Quantity:** One (1)

**ITEM NO. 6**



**EXISTING SIGNAGE – NO STANDING/STOPPING AND TOW AWAY ZONE SIGN**

**ITEM NO. 6 – EXISTING SIGNAGE**

**Description:** No Standing or Stopping – Tow Away Zone

**Original Location:** NE 1<sup>st</sup> Avenue Sidewalk Planters

**Disposition:** Remain in place - to be protected during the course of construction.

**Quantity:** One (1)

**ITEM NO. 7**



**EXISTING UTILITY - TRAFFIC CONTROL BOX**

**ITEM NO. 7 – EXISTING UTILITY**

**Description:** Traffic Control Box

**Original Location:** Cross-Section of Public Sidewalk at NE 1<sup>st</sup> Avenue and NE 8<sup>th</sup> Street

**Disposition:** Remain in place - to be protected during the course of construction

**Quantity:** One (1)

**ITEM NO. 8**



**EXISTING UTILITY - TRAFFIC CONTROL BOX**

**ITEM NO. 8 – EXISTING UTILITY**

**Description:** *FPL Meter*

**Original Location:** *Cross-Section of Public Sidewalk at NE 1<sup>st</sup> Avenue and NE 8<sup>th</sup> Street*

**Disposition:** *Remain in place - to be protected during the course of construction*

**Quantity:** *One (1)*

**ITEM NO. 9**



**EXISTING UTILITY – PEDESTRIAN CROSSWALK SIGNAL**

**ITEM NO. 9 – EXISTING UTILITY**

**Description:** *Pedestrian Crosswalk Signals*

**Original Location:** *Cross-Section of Public Sidewalk at NE 1<sup>st</sup> Avenue and NE 8<sup>th</sup> Street*

**Disposition:** *Remain in place - to be protected during the course of construction*

**Quantity:** *Two (2)*

**ITEM NO. 10**



**EXISTING UTILITY – LANDSCAPE LIGHTING**

**ITEM NO. 10 – EXISTING UTILITY**

**Description:** *Landscape Lighting*

**Original Location:** *East Side of NE 1<sup>st</sup> Avenue*

**Disposition:** *Remain in place - to be protected during the course of construction*

**Quantity:** *Two (1)*

↑  
Four (4)  
(2 per tree)

**ITEM NO. 11**



**EXISTING UTILITY – 5G TOWER**

**ITEM NO. 11 – EXISTING UTILITY**

**Description:** 5G Communication Tower

**Original Location:** East Side of NE 1<sup>st</sup> Avenue

**Disposition:** Remain in place - to be protected during the course of construction

**Quantity:** One (1)

**ITEM NO. 12**



**EXISTING UTILITY – LIGHT POLE WITH CAMERA**

**ITEM NO. 12 – EXISTING UTILITY**

**Description:** Light Pole with CCTV Camera

**Original Location:** East Side of NE 1<sup>st</sup> Avenue

**Disposition:** Per CTPL-01 – Existing Lighting Pole and Handholes to be Relocated.

**Quantity:** One (1)

**ITEM NO. 13**



**EXISTING UTILITY – 2" IRRIGATION METER**

**ITEM NO. 13 – EXISTING UTILITY**

**Description:** 2" Irrigation Meter

**Original Location:** NE 1<sup>th</sup> Avenue

**Disposition:** Per L-500, POC2 is to remain.

**Quantity:** One (1)

- Located outside of Construction Fence
- Contractor shall keep all adjacent areas maintained in a neat and clean manner.



**ITEM NO. 14**



**EXISTING UTILITY – POWER CENTERS FOR PRIVATE/PUBLIC AREAS**

**ITEM NO. 14 – EXISTING UTILITY**

**Description:** Existing power centers for private and public areas.

**Original Location:** East Side of NE 1<sup>st</sup> Avenue

**Disposition:** Remain in place – Not in Active Construction Area

**Quantity:** One (1)

- **Protection Methods:** Located outside of Construction Fence
- Contractor shall keep all adjacent areas maintained in a neat and clean manner.

**ITEM NO. 15**



**EXISTING UTILITY – LIGHT POLE**

**ITEM NO. 15 – EXISTING UTILITY**

**Description:** Light Pole with CCTV Camera

**Original Location:** NE 8<sup>th</sup> Avenue

**Disposition:** Per CTPL-01 – Existing Lighting Pole and Handholes to be Relocated for Connection of Proposed Water Services

**Quantity:** One (1)

**Comments:** Contractor to coordinate with FPL for relocation code requirements and final exact location of fixture.

**ITEM NO. 16**



**EXISTING UTILITY – LIGHT POLE**

**ITEM NO. 16 – EXISTING UTILITY**

**Description:** *Light Pole*

**Original Location:** *NE 8<sup>th</sup> Avenue*

**Disposition:** *Remain in place - to be protected during the course of construction*

**Quantity:** *One (1)*

**Comments:**

- Outside of Construction Activities

**ITEM NO. 17**



**EXISTING UTILITY – FIRE HYDRANT**

**ITEM NO. 17 – EXISTING UTILITY**

**Description:** *Fire Hydrant*

**Original Location:** *Cross-Section of Public Sidewalk at NE 1<sup>st</sup> Avenue and NE 8<sup>th</sup> Street*

**Disposition:** *Remain in place - to be protected during the course of construction*

**Quantity:** *One (1)*

**Comments:**

- Located outside of Construction Fence
- Contractor shall keep all adjacent areas maintained in a neat and clean manner.
- See Note #1 on Sheet C-01.

**ITEM NO. 18**



**EXISTING UTILITY – WATER METER CONNECTION**

Scope/Description is accurate, but provided photo is of hosebib box/cover (irrigation system).

**ITEM NO. 18 – EXISTING UTILITY**

**Description:** *Water Meter Connection*

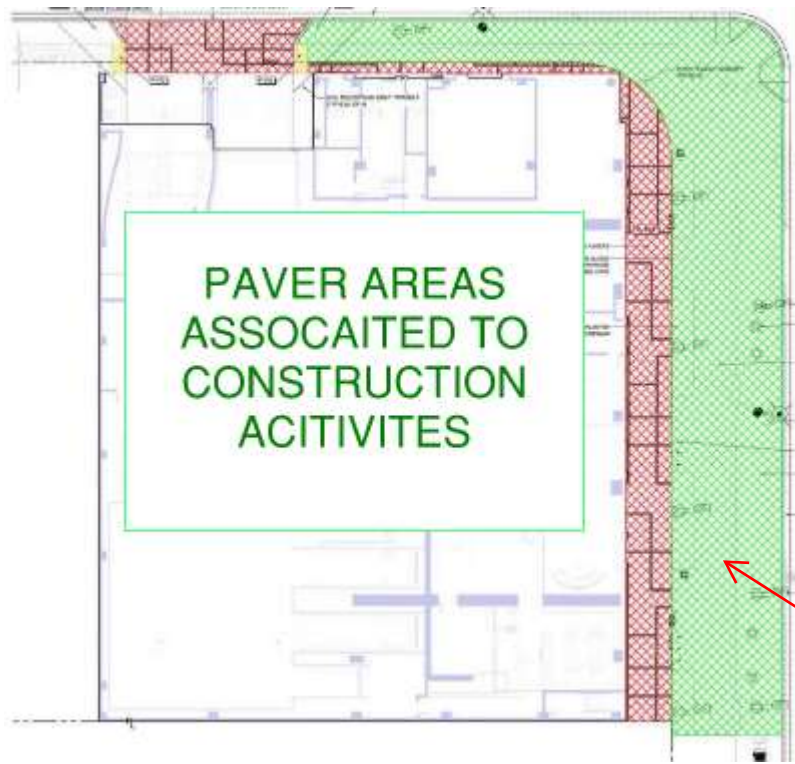
**Original Location:** *Cross-Section of Public Sidewalk at NE 1<sup>st</sup> Avenue and NE 8<sup>th</sup> Street*

**Disposition:** *Per CWS-02, existing water services are to be removed.*

**Quantity:** *Two (2)*

**Removal Methods:** *See #2 on CWS-02 for removal protocol and procedure.*

**ITEM NO. 19**



**MWC - PAVERS**

**ITEM NO. 19 – EXISTING IMPROVEMENT**

**Description:** *MWC Pavers*

**Original Location:** *Surrounding Property Line*

Approximately ±4,100 square feet of existing CDD-owned pavers.

Please note that a majority of the pavers in the green hatched area will need to be reconstructed/adjusted to meet the proposed elevations in the MWT plans.

## **EXHIBIT C**

# Miami World Tower



**EXPECTED TIMEFRAME FOR RELOCATIONS:** Relocated items that were moved as precaution from construction damage will be replaced to original location as per plans during the hardscape/landscape installation which is estimated to begin in Fall 2023. Contractor shall notify parties of any changes to construction sequence or schedule.

Existing Tree Disposition Inventory (Sheet L-200)					
Tree No.	Scientific Name:	Common Name:	Location	Disposition	Bonded?
1	Bursera Simaruba	Gumbo Limbo	NE 8th Street	Relocate	N/A
2	Sabal Palmetto	Sabal Palm	NE 8th Street	Relocate	N/A
3	Sabal Palmetto	Sabal Palm	NE 8th Street	Relocate	N/A
4	Sabal Palmetto	Sabal Palm	NE 8th Street	Relocate	N/A
5	Sabal Palmetto	Sabal Palm	NE 8th Street	Relocate	N/A
6	Sabal Palmetto	Sabal Palm	NE 8th Street	Relocate	N/A
6A	Sabal Palmetto	Sabal Palm	NE 8th Street	Relocate	N/A
6B	Sabal Palmetto	Sabal Palm	NE 8th Street	Relocate	N/A
7	Bursera Simaruba	Gumbo Limbo	NE 8th Street	Remain	N/A
8	Phoenix Simaruba	Silver Date Palm	NE 1st Avenue	Relocate	N/A
9	Phoenix Simaruba	Silver Date Palm	NE 1st Avenue	Relocate	N/A
10	Phoenix Simaruba	Silver Date Palm	NE 1st Avenue	Relocate	N/A
11	Phoenix Simaruba	Silver Date Palm	NE 1st Avenue	Relocate	N/A
12	Phoenix Simaruba	Silver Date Palm	NE 1st Avenue	Relocate	N/A
13	Phoenix Simaruba	Silver Date Palm	NE 1st Avenue	Relocate	N/A
14	Phoenix Simaruba	Silver Date Palm	NE 1st Avenue	Relocate	N/A
15	Quercus Virginiana	Live Oak	NE 1st Avenue	Relocate	\$ 12,000.00
16	Quercus Virginiana	Live Oak	NE 1st Avenue	Relocate	\$ 13,000.00
17	Sabal Palmetto	Sabal Palm	NE 1st Avenue	Relocate	N/A
18	Sabal Palmetto	Sabal Palm	NE 1st Avenue	Relocate	N/A
19	Sabal Palmetto	Sabal Palm	NE 1st Avenue	Relocate	N/A
20	Sabal Palmetto	Sabal Palm	NE 1st Avenue	Remain	N/A
21	Sabal Palmetto	Sabal Palm	NE 1st Avenue	Remain	N/A
22	Sabal Palmetto	Sabal Palm	NE 1st Avenue	Remain	N/A
23	Quercus Virginiana	Live Oak	NE 1st Avenue	Remain	N/A

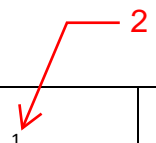
All existing oak trees have Tree Protection Bonds as required by the City. \$12,000 for tree #23.

Existing Shrubs Inventory per Sheet L-400					
Tree No.	Scientific Name:	Common Name:	Location	Disposition	Bonded?
A	Philodendron	Red Congo	NE 8th Street		N/A
B	Serenoa Repens	Silver Form	NE 8th Street		N/A
C	Ficus Microcarpa	Green Island Ficus	NE 8th Street		N/A
D	Clusia Gultifera	Dwarf Clusia	NE 8th Street		N/A

Additional shrubs on NE 1st Ave: Sabal minor (Dwarf Sabal)/ Serenoa repens (Silver Saw Palmetto)/ Arachis glabrata (Perennial Peanut)

Existing Irrigation Inventory per Sheet L-500		
Manufacturer/Model/Description	QTY	PSI
Rain Bird 1806 15 - Strip Series Shrub Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	15	30
Rain Bird 1806 ADJ Shrub Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	48	30
Rain Bird 1806 ADJ Shrub Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	35	30
Rain Bird PEB (Existing to Remain) 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration.	4	N/A
Controller (Existing to Remain)	2	N/A
Backflow Preventer (Existing to Remain)	1	N/A

Rain Sensor (Existing to Remain)	1	N/A
Hose Bib (Existing to Remain) <i>Adjust Location as Necessary</i>	3	N/A
Irrigation Meter 2" (Existing to Remain)	1	N/A
Irrigation Lateral Line: PVC Class 200 SDR 21	1,716 L.F.	N/A
Irrigation Mainline: PVC Schedule 40	682.5 L.F.	N/A
Pipe Sleeve: PVC Schedule 40	208.2 L.F.	N/A



**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**4**

This Instrument was Prepared By,  
Record and Return To:

Wendy Fields, Esquire  
FisherBroyles, LLP  
1717 Pennsylvania Avenue, NW, Suite 1025  
Washington, DC 20036

**SPECIAL WARRANTY DEED**

**[MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT, GRANTOR  
TO  
MIAMI A/I, LLC, GRANTEE]**

THIS SPECIAL WARRANTY DEED made as of the \_\_\_ day of April, 2023 by and between **MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (“*Grantor*”), and **MIAMI A/I, LLC**, a Delaware limited liability company (“*Grantee*”), whose mailing address is One Town Center Road, Suite 600, Boca Raton, FL 33486.

**RECITALS:**

A. By Special Warranty Deed recorded among the Public Records of Miami-Dade County, Florida (the “*Public Records*”) on August 30, 2018 in Official Record Book 31120, Page 3606, Grantee transferred and conveyed unto Grantor fee simple title in and to that certain real property fully described therein (the “*District Parcel*”).

B. By this Deed, Grantor desires to transfer and reconvey a portion of the District Parcel back unto Grantee and Grantee’s successors and assigns.

**NOW, THEREFORE, WITNESSETH:**

For and in consideration of the sum of TEN DOLLARS (\$ 10.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency whereof is hereby acknowledged, Grantor does each hereby grant, bargain, sell, alien, remise, transfer, release, convey and confirm unto Grantee and Grantee’s successors and assigns the following described real property located in Miami-Dade County, Florida:

A portion of the District Parcel, being the real property more particularly described on **Exhibit “A”** attached hereto and made a part hereof (the “*Reconveyance Parcel*”);

SUBJECT ONLY TO matters of record existing as of the date hereof, without re-imposing any of the same, including without limitation that certain Construction, Operation, Restrictions and Reciprocal Easement Agreement recorded in the Official Records Book 30338, Page 2695, as re-recorded at Official Records Book 30349, Page 3441 of the Public Records (as heretofore amended and/or supplemented or as hereafter may be amended and/or supplemented);



TOGETHER with all the tenements, hereditaments, easements and appurtenances belonging or in any way appertaining to the Reconveyance Parcel;

TO HAVE AND TO HOLD the same in fee simple forever;

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Reconveyance Parcel in fee simple, that Grantor has good right and lawful authority to sell and convey the Reconveyance Parcel, that Grantor does hereby warrant the title to the Reconveyance Parcel and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other, and that it will execute such further assurances of the Reconveyance Parcel as may be reasonably requisite.

EXECUTION APPEARS ON FOLLOWING PAGE

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the date hereinabove set forth above.

**MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairman/Vice-Chairman

Witnesses:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

STATE OF FLORIDA        }  
COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me before me by means of \_\_ physical presence or \_\_ on-line notarization by \_\_\_\_\_, as Chairman/Vice-Chairman of the Board of Supervisors of MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT, this \_\_\_\_\_ day of \_\_\_\_\_, 2023. He/she is personally known to me or presented a Florida driver's license as identification and did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Commission No. \_\_\_\_\_

STATE OF FLORIDA        }  
COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as Secretary/Assistant Secretary of the Board of Supervisors of the MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT, this \_\_\_\_\_ day of \_\_\_\_\_, 2023. He/she is personally known to me or presented a Florida driver's license as identification and did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Commission No. \_\_\_\_\_

**Exhibit "A"**  
**Legal Description; Reconveyance Parcel**



947 Clint Moore Road  
Boca Raton, Florida 33487

SURVEYING & MAPPING  
Certificate of Authorization No. LB7264

Tel: (561) 241-9988  
Fax: (561) 241-5182

## SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

### MIAMI WORLDCENTER - NEW RETAIL PARCEL - ABOVE GROUND MIAMI WORLDCENTER COMMUNITY DEVELOPMENT DISTRICT - GRANTOR LEGAL DESCRIPTION

A PORTION OF TRACT A, "MIAMI WORLDCENTER PLAT 1," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 28, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT A; THENCE NORTH 02°14'43" WEST, ALONG THE EAST LINE OF SAID TRACT A, A DISTANCE OF 98.45 FEET; THENCE SOUTH 87°46'05" WEST, A DISTANCE OF 147.03 FEET; THENCE NORTH 02°13'55" WEST, ALONG THE WEST LINE OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 31120 AT PAGE 3606 OF SAID PUBLIC RECORDS, A DISTANCE OF 16.51 FEET; THENCE NORTH 87°46'05" EAST, ALONG SAID WEST LINE, A DISTANCE OF 0.84 FEET; THENCE NORTH 02°13'55" WEST, ALONG SAID WEST LINE, A DISTANCE OF 9.21 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°13'55" WEST, ALONG SAID WEST LINE, A DISTANCE OF 27.00 FEET; THENCE NORTH 87°46'05" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 02°13'55" EAST, A DISTANCE OF 27.00 FEET; THENCE SOUTH 87°46'05" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND LYING GENERALLY AT AND ABOVE THE HORIZONTAL PLANE OF ELEVATION 10.00 FEET AND BELOW ELEVATION 42.83 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29).

SAID PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (1/4) OF SECTION 37 (JAMES HAGAN DONATION), TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

#### NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
3. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE, GRID NORTH, 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION, 1990 ADJUSTMENT.

#### ABBREVIATIONS

M.D.C.R.	=	MIAMI DADE COUNTY RECORDS
L.B.	=	LICENSED BUSINESS
L.S.	=	LICENSED SURVEYOR
MON.	=	MONUMENT
O.R.B.	=	OFFICIAL RECORDS BOOK
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.B.	=	PLAT BOOK
P.B.C.R.	=	PALM BEACH COUNTY RECORDS
PG.	=	PAGE
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
R/W	=	RIGHT-OF-WAY
U.E.	=	UTILITY EASEMENT

#### CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

-----  
JEFF S. HODAPP  
SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. LS5111

Project Name:	MIAMI WORLDCENTER	DATE:	3/16/2023
JOB NO.	07139H	DWG BY:	JSH
		CK'D By:	AJR
			SHEET 1 OF 2

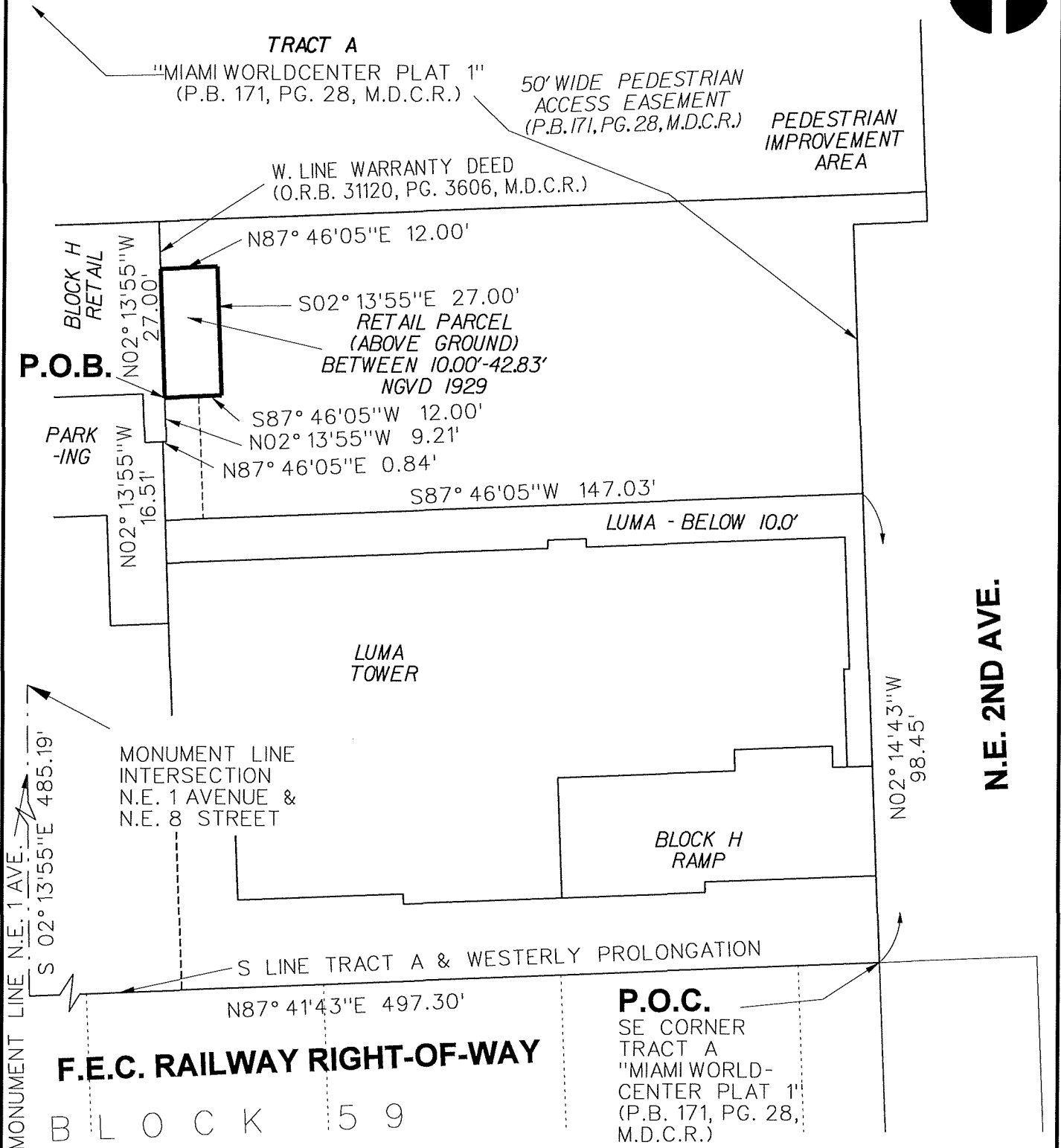
# PERIMETER

947 Clint Moore Road  
Boca Raton, Florida 33487

SURVEYING & MAPPING  
Certificate of Authorization No. LB7264

Tel: (561) 241-9988  
Fax: (561) 241-5182

## SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



JOB NO. 07139H	Project Name: MIAMI WORLD-CENTER	DWG BY: JSH	SCALE: 1"=30'
		CK'D By: AJR	DATE: 3/16/2023
			SHEET 2 OF 2

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION NO. 2023-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT 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**

**WHEREAS**, the Miami World Center Community Development District (the "District") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and Section 1.01(A)(21) of the Miami-Dade Home Rule Charter, created by Ordinance No. 15-62 enacted by the Board of County Commissioners of Miami-Dade County, Florida on July 14, 2015 and effective on July 24, 2015; and

**WHEREAS**, on or about February 22, 2017 the Miami World Center Community Development District (the "District") issued its Special Assessment Bonds, Series 2017 (the "Series 2017 Bonds") in the amount of \$74,065,000 in order to fund all or a portion of the planning, financing, acquiring, constructing, reconstructing, equipping and installing of certain infrastructure improvements, including, without limitation a stormwater management system, wastewater collection system, water distribution system, roadway improvements, telecommunication improvements, power distribution system, landscaping, open space, lighting, streetscape improvements, signage and upgrading of existing mass transit facilities, together with associated professional fees and incidental costs related thereto pursuant to the Act (collectively, the "Improvements"); and

**WHEREAS**, the Improvements are more particularly described in the Engineer's Report prepared by Kimley-Horn and Associates, Inc., revised October 28, 2016, as the same may be amended and supplemented from time to time by the District Board of Supervisors (the "Engineer's Report"); and

**WHEREAS**, included within the scope of the Improvements is the upgrading, renovating, and constructing of certain mass transit facilities, including, without limitation, the Freedom Tower Metro Mover Station ("the "Metro Mover Improvements"), for which the Engineer's Report contemplates that \$2,000,000 ("Metro

Mover Funding Contribution”) of the proceeds of the Series 2017 Bonds will be utilized to fund a portion of the costs of the Metro Mover Improvements; and

**WHEREAS**, the District and Miami WorldCenter Holdings, LLC (“MWC Holdings”) have entered into (i) a Completion Agreement, dated November 30, 2016 (the “Completion Agreement”), and (ii) an Assignment and Acquisition Agreement, dated November 30, 2016 and recorded at Official Records Book 30337, Page 2100 of the Public Records of Miami-Dade County, Florida (the “Acquisition Agreement”), which Completion Agreement and Acquisition Agreement require that MWC Holdings complete the Project, including the Metro Mover Improvements; and

**WHEREAS**, the Miami World Center Community Development District (“the District”) passed and adopted Resolution No. 2017-16 on September 20, 2017 which provided for the District, through its District Manager, for a period through January 1, 2021 to monitor requisition submitted for the use of proceeds of the Series 2017 Bonds in order to reserve the \$2,000,000 Metro Mover Funding contribution to fund a portion of the Metro Mover Improvements, upon completion and conveyance of the same, for a period through January 1, 2021; and

**WHEREAS**, the District passed and adopted Resolution 2021-09 on July 20, 2021 which provided for the District, through its District Manager, for a period through January 1, 2023 to monitor requisition submitted for the use of proceeds of the Series 2017 Bonds in order to reserve \$2,000,000 Metro Mover Funding contribution to fund a portion of the Metro Mover Improvements, upon completion and conveyance of the same, for a period through December 31, 2023; and

**WHEREAS**, the Metro Mover Improvements, as described in Resolution No. 2021-09, were not completed by January 1, 2023 and are in the process of completion; and

**WHEREAS**, the District Engineer has informed the District that in its opinion, the reason for the delay is the result of slower than expected private development which directly impacts the Metro Mover completion. Additionally, due to the current balance of the Construction Fund at the time of this Resolution, the dollars allocated to the Metro Mover improvements have only been used to date for soft costs related to design and entitlements and the vast majority of the budget still remains intact. The remaining budgets will be allocated to the proposed improvements, and any costs over the CDD budget allocated are being paid for by the developers connecting to those stations. The District Engineer has informed the District that it is reasonable to expect that the Metro Mover will be completed and the Bond proceeds expended within the time requested in this extension; and

**WHEREAS**, MWC Holdings has requested that the time period as described in Resolution No. 2021-09 be extended to December 31, 2023 and has consented to this Resolution and hereby agrees, on behalf of itself, its successors, successors-in-title, and assigns, to reserve through December 31, 2023, the \$2,000,000 Metro Mover Funding Contribution for reimbursement to the Contract Purchaser, as defined in Resolution



2017-16, upon completion and conveyance of the Metro Mover Improvements to the District in accordance with the requisition process described in the Acquisition Agreement and the documents associated with the issuance of the Series 2017 Bonds and has executed a joinder to that effect, see attached hereto and made a part hereof as **Exhibit A**.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**SECTION 1.** The foregoing recitals are true and correct and are hereby ratified and confirmed by the Board of Supervisors of the District.

**SECTION 2.** The District, through its District Manager, for the period through December 31, 2023, agrees to monitor requisitions submitted for the use of proceeds of the Series 2017 Bonds in order to reserve \$2,000,000 Metro Mover Funding Contribution to fund a portion of the Metro Mover Improvements, upon completion and conveyance of the same.

**SECTION 3.** Nothing herein shall be construed as a waiver or release of MWC Holdings, its successors, successors-in-title, and assigns, of the obligations imposed upon MWC Holdings pursuant to the Acquisition Agreement, the Completion Agreement, or any other documents executed in connection with the issuance of the Series 2017 Bonds, or any other agreement or instrument to which MWC Holdings is or in the future may be obligated to the District.

**SECTION 4.** The proper District officials are hereby authorized and directed to take all steps necessary to effectuate the intent of this Resolution.

**SECTION 5.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6.** If any clause, section or other part or application of this Resolution is held by court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

**SECTION 7.** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE  
MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT THIS  
\_\_\_ DAY OF \_\_\_\_\_, 2023.**

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT  
DISTRICT**

ATTEST:

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Assistant Secretary

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Chairman

**Exhibit A**

**JOINDER**

IN WITNESS WHEREOF, **MIAMI WORLDCENTER HOLDINGS, LLC**, a Delaware limited liability company authorized to do business in the State of Florida, whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486, hereby joins in RESOLUTION NO. 2023-02 of the Board of Supervisors of the Miami World Center Community Development District and agrees that that RESOLUTION 2023-02 is and shall be binding upon the undersigned in accordance with its terms.

Dated Effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**MIAMI WORLDCENTER HOLDINGS, LLC**, a  
Delaware limited liability company

By: **PWV GROUP 1 HOLDINGS, LLC**, a  
Delaware limited liability company,  
Its Managing Member

By: \_\_\_\_\_  
Nitin Motwani  
Authorized Signatory



**MEMEORANDUM**

To: Daniel Rom, District Manager  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

Via Email: [romd@whhassociates.com](mailto:romd@whhassociates.com)

From: Kimley-Horn and Associates, Inc.  
Aaron Buchler, P.E.

Date: ~~September 7, 2024~~ revised March 27, 2023

**Subject: Delay to Construction of Freedom Tower Metro Mover CDD Improvements**

The District Engineer believes the sole reason for the delay of construction of the CDD related Freedom Tower Metro Mover improvements is due to slower than expected building which directly impacts the Metro Mover completion. Additionally, with the Metro Mover Funding Contribution still intact (but for approved allocation of third-party professional costs), and the District Engineer's understanding that the Developer is aware they need to pay for any improvements they propose in excess of the Contribution amount, the District Engineer has no reason to believe any monetary issues will be the source of any conflict in completing the Metro Mover improvements.

Should you have any questions or require additional information regarding this matter please do not hesitate to contact me at (305) 535-7713 or via email at [aaron.buchler@kimley-horn.com](mailto:aaron.buchler@kimley-horn.com).

Aaron Buchler, PE  
Kimley-Horn and Associates, Inc.

C: Project File

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2023-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF MIAMI  
WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT  
DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS'  
MEETING OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE  
DATE**

**WHEREAS**, Miami World Center Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within unincorporated Miami Dade County, Florida; and

**WHEREAS**, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the effective date of Miami-Dade County Ordinance 15-62 creating the District (the "Ordinance") is July 24, 2015; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District in November on a date established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF MIAMI WORLD CENTER COMMUNITY  
DEVELOPMENT DISTRICT:**

**SECTION 1.** In accordance with section 190.006(2)(b), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the \_\_\_\_ day of November 2023, at \_\_\_\_\_ a/p.m., located at \_\_\_\_\_.

**SECTION 2.** The District's Secretary is hereby directed to publish notice of this landowners meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

**SECTION 3.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held the 18th day of April, 2023. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 18th day of April, 2023.

**ATTEST:**

**MIAMI WORLD CENTER COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT**  
**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November** \_\_\_\_, **2023**

TIME: \_\_\_\_\_ **A/P.M.**

LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The remaining candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.



**LANDOWNER PROXY**

**MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT  
MIAMI-DADE COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER \_\_, 2023**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (**"Proxy Holder"**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Miami World Center Community Development District to be held at \_\_\_\_:\_\_\_\_ a/p.m., on November \_\_\_\_\_, 2023 at \_\_\_\_\_ and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

*[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]*

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT**  
**MIAMI-DADE COUNTY, FLORIDA**  
**LANDOWNERS' MEETING – NOVEMBER \_\_\_\_\_, 2023**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the remaining candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Miami World Center Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

*[Insert the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]*

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
1.	_____	_____
2.	_____	_____
3.	_____	_____

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**7**

LAW OFFICES

**BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.**

ESTABLISHED 1977

DENNIS E. LYLES  
JOHN W. MAURO  
KENNETH W. MORGAN, JR.  
RICHARD T. WOULFE  
CAROL J. HEALY GLASGOW  
MICHAEL J. PAWELCZYK  
ANDREW A. RIEF  
MANUEL R. COMRAS  
GINGER E. WALD  
JEFFERY R. LAWLEY  
SCOTT C. COCHRAN  
SHAWN B. MCKAMEY  
ALINE O. MARCANTONIO  
JOHN C. WEBBER

LAS OLAS SQUARE, SUITE 600  
515 EAST LAS OLAS BOULEVARD  
FORT LAUDERDALE, FLORIDA 33301  
(954) 764-7150  
(954) 764-7279 FAX

PGA NATIONAL OFFICE CENTER  
300 AVENUE OF THE CHAMPIONS, SUITE 270  
PALM BEACH GARDENS, FLORIDA 33418  
(561) 659-5970  
(561) 659-6173 FAX

CHRISTINE A. BROWN  
GREGORY F. GEORGE  
BRAD J. KIMBER

OF COUNSEL

CLARK J. COCHRAN, JR.  
SUSAN F. DELEGAL  
SHIRLEY A. DELUNA  
GERALD L. KNIGHT  
BRUCE M. RAMSEY

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

STEVEN F. BILLING (1947-1998)  
HAYWARD D. GAY (1943-2007)

January 31, 2023

VIA E-MAIL ONLY – [wraithellc@whhassociates.com](mailto:wraithellc@whhassociates.com)

Mr. Craig Wrathell  
Wrathell Hunt & Associates  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**Re: Adjustment to District Counsel Fee Structure  
Miami World Center Community Development District  
Our File: 124.13188**

Dear Craig:

This firm's current fee structure has been in place since 2015. Although we are certainly mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for us to adjust our hourly rates effective April 1, 2023, as follows:

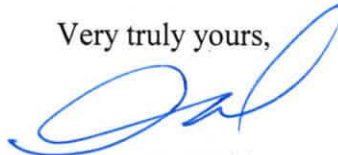
- Attorneys/Partners: \$300.00 per hour
- Attorneys/Associates: \$250.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor. The CPI has reflected a 24.7% increase since the year 2015 and we have not raised our fees during that time.

Ms. Nancy Nguyen  
January 31, 2023  
Page 2

Naturally, should you feel you have any questions or require any further information in support of this adjustment you should feel free to contact me at your convenience. As I think you are aware, we very much appreciate the opportunity to serve as District Counsel as well as your courtesy and cooperation with regard to the necessity of what we believe to be both infrequent and reasonable adjustments to our schedule of professional fees.

Very truly yours,



Ginger E. Wald  
For the Firm

GEW/jmp

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**8A**



**U.S. Lawns Miami North**  
 222 189th Terrace  
 Sunny Isles Beach, FL 33160  
 (305) 692-8978  
 uslawnsmiami@lawnsmiami.com

**Estimate**

**ADDRESS**  
 Miami World Center CDD  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

**SHIP TO**  
 Miami World Center CDD  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

**ESTIMATE #**      **DATE**  
 1627                      12/09/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Scope: At East side front Bezel driveway CDD-L-4301B remove declined landscape at front buffer island (facahatchee) front center island due to vehicular, pedestrian and animal dedication. Replace all removed facahatchee and Mondo grass with matching plants of Mondo grass and Dwarf Clusias.			
	<b>Remedial</b> Dwarf Clusias 3g	84	24.50	2,058.00
	<b>Remedial</b> Mondo grass (Ophiopogon Japonicus) 1g	50	9.80	490.00
	<b>Remedial</b> Planting soil nutri rich / Yards	2	95.00	190.00
	<b>Remedial</b> Labor, removal, disposal, prep, planting areas, delivery and installation	1	1,938.00	1,938.00
	<b>TOTAL</b>			<b>\$4,676.00</b>

Accepted By

Accepted Date

1/12/22

ISA Certified Arborist FI-6405A  
 FNGLA certified T950224  
 Pest Control, Lawn & Ornamental certified JE141897  
 Limited Commercial Fertilizer Applicator  
 LF185934  
 Irrigation Contractor Dade County CC#13P000017  
 Irrigation Contractor Broward County CC#13-CLS-18537-R

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**8B**





**U.S. Lawns Miami North**  
 222 189th Terrace  
 Sunny Isles Beach, FL 33160  
 (305) 692-8978  
 uslawnsmiami@lawnsmiami.com

**Estimate**

**ADDRESS**  
 Miami World Center CDD  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

**SHIP TO**  
 Miami World Center CDD  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

**ESTIMATE #**      **DATE**  
 1630                      12/09/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Scope: REVISED CDD sec. L1404 at East block D loading zone landscape buffer zone along NE 2nd Ave replace and fill in plants due to vehicular, pedestrian and animal traffic.			
	<b>Remedial</b> Red Congo Ferns 1g	135	9.25	1,248.75
	<b>Remedial</b> Labor, removal, disposal, delivery, prep area and installation of plant materials		975.00	975.00
	<b>TOTAL</b>			<b>\$2,223.75</b>

Accepted By

Accepted Date

1/23/23

ISA Certified Arborist FI-6405A  
 FNGLA certified T950224  
 Pest Control, Lawn & Ornamental certified JE141897  
 Limited Commercial Fertilizer Applicator  
 LF185934  
 Irrigation Contractor Dade County CC#13P000017  
 Irrigation Contractor Broward County CC#13-CLS-18537-R

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**8C**



**U.S. Lawns Miami North**  
 222 189th Terrace  
 Sunny Isles Beach, FL 33160  
 (305) 692-8978  
 uslawnsmiami@lawnsmiami.com

Estimate

**ADDRESS**  
 Miami World Center CDD  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

**SHIP TO**  
 Miami World Center CDD  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

**ESTIMATE #**      **DATE**  
 1632                      12/12/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	At CDD section I-1404 at East Block D loading zone landscape buffer zone alonge NE 2nd Ave add soil to provide nutrients for plants and mulch Install Thatch Palm 3-4' 25 G			
	<b>Remedial</b> Planting soil /yards	2	95.00	190.00
	<b>Remedial</b> Mulch/yards	25	59.00	1,475.00
	<b>Remedial</b> labor and delivery	1	956.00	956.00
	<b>Remedial</b> Thatch Palm 3-4'ht 25g	1	215.00	215.00
	<b>TOTAL</b>			<b>\$2,836.00</b>

Accepted By 

Accepted Date 1/23/23

ISA Certified Arborist FI-6405A  
 FNGLA certified T950224  
 Pest Control, Lawn & Ornamental certified JE141897  
 Limited Commercial Fertilizer Applicator  
 LF185934  
 Irrigation Contractor Dade County CC#13P000017  
 Irrigation Contractor Broward County CC#13-CLS-18537-R

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**8D**



**U.S. Lawns Miami North**  
 222 189th Terrace  
 Sunny Isles Beach, FL 33160  
 (305) 692-8978  
 uslawnsmiami@lawnsmiami.com

**Estimate**

**ADDRESS**  
 Miami World Center CDD  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

**SHIP TO**  
 Miami World Center CDD  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

**ESTIMATE #**      **DATE**  
 1658                      01/12/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Scope: At CDD L1400 remove dead plants, add nutrient, rich soil, and replace dead Licuala Palm. Fill in Red Congo ferns.			
<b>Remedial</b>	Perennial Peanut 1g	150	7.25	1,087.50
<b>Remedial</b>	Licuala Palm 1g	1	250.00	250.00
<b>Remedial</b>	Top Soil / Yards	1	125.00	125.00
<b>Remedial</b>	Red Congo Ferns 3g	12	39.80	477.60
<b>Remedial</b>	Labor, prep, delivery and installation	1	650.00	650.00
	<b>TOTAL</b>			<b>\$2,590.10</b>

Accepted By                      Fernando                       Accepted Date                      01/12/2023

ISA Certified Arborist FI-6405A  
 FNGLA certified T950224  
 Pest Control, Lawn & Ornamental certified JE141897  
 Limited Commercial Fertilizer Applicator  
 LF185934  
 Irrigation Contractor Dade County CC#13P000017  
 Irrigation Contractor Broward County CC#13-CLS-18537-R

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**8E**



**U.S. Lawns Miami North**  
 222 189th Terrace  
 Sunny Isles Beach, FL 33160  
 (305) 692-8978  
 uslawnsmiami@lawnsmiami.com

**Estimate**

**ADDRESS**

Miami World Center CDD  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

**SHIP TO**

Miami World Center CDD  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

**ESTIMATE #**

1659

**DATE**

01/12/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Scope: At CDD front Caoba replace (1) dead palm			
	<b>Remedial</b> Thatch Palm 15g	1	285.00	285.00
	<b>Remedial</b> Labor, installation and dump		150.00	150.00
	<b>TOTAL</b>			<b>\$435.00</b>

Accepted By

Accepted Date

1/23/23

ISA Certified Arborist FI-6405A  
 FNGLA certified T950224  
 Pest Control, Lawn & Ornamental certified JE141897  
 Limited Commercial Fertilizer Applicator  
 LF185934  
 Irrigation Contractor Dade County CC#13P000017  
 Irrigation Contractor Broward County CC#13-CLS-18537-R

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**



**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 28, 2023**

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 28, 2023**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
<b>ASSETS</b>				
Cash - SunTrust	\$ 4,487,987	\$ -	\$ -	\$ 4,487,987
Investments				
Revenue	-	4,875,858	-	4,875,858
Reserve	-	4,986,209	-	4,986,209
Interest	-	730	-	730
Sinking	-	493	-	493
Construction	-	-	10,153,279	10,153,279
Construction reserve <sup>1</sup>	-	-	2,000,000	2,000,000
Retainage subaccount	-	-	1,024	1,024
Interest receivable	-	33,449	41,325	74,774
Electric deposits	1,230	-	-	1,230
Total assets	<u>\$ 4,489,217</u>	<u>\$ 9,896,739</u>	<u>\$ 12,195,628</u>	<u>\$ 26,581,584</u>
<b>LIABILITIES</b>				
<b>Liabilities</b>				
Accounts payable on-site	\$ 25,303	\$ -	\$ -	\$ 25,303
Accounts payable off-site	8	-	-	8
Total liabilities	<u>25,311</u>	<u>-</u>	<u>-</u>	<u>25,311</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	-	33,449	41,325	74,774
Total deferred inflows of resources	<u>-</u>	<u>33,449</u>	<u>41,325</u>	<u>74,774</u>
<b>FUND BALANCES</b>				
Restricted for:				
Debt service	-	9,863,290	-	9,863,290
Capital projects	-	-	10,154,303	10,154,303
Metro Mover <sup>1</sup>	-	-	2,000,000	2,000,000
Assigned:				
3 months working capital	545,730	-	-	545,730
Unassigned	3,918,176	-	-	3,918,176
Total fund balances	<u>4,463,906</u>	<u>9,863,290</u>	<u>12,154,303</u>	<u>26,481,499</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 4,489,217</u>	<u>\$ 9,896,739</u>	<u>\$ 12,195,628</u>	<u>\$ 26,581,584</u>

<sup>1</sup>Reserve for Metro Mover.

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 15,925	\$ 1,998,682	\$ 2,224,502	90%
Total revenues	<u>15,925</u>	<u>1,998,682</u>	<u>2,224,502</u>	90%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	-	6,000	0%
FICA	-	-	459	0%
District engineer	780	2,310	30,000	8%
General counsel	522	2,929	40,000	7%
District manager	4,167	20,833	50,000	42%
Accounting O&M	458	2,292	5,500	42%
Debt service fund accounting	1,250	6,250	15,000	42%
Assessment roll services	1,667	8,333	20,000	42%
Arbitrage rebate calculation	-	-	750	0%
Audit	-	-	9,500	0%
Postage	16	24	1,000	2%
Insurance - GL, POL	-	16,121	17,995	90%
Legal advertising	-	105	1,500	7%
Miscellaneous- bank charges	-	-	750	0%
Website				
Hosting and maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Dissemination agent	250	1,250	3,000	42%
Annual district filing fee	-	175	175	100%
Trustee	-	3,500	5,500	64%
Total professional & administrative	<u>9,110</u>	<u>64,827</u>	<u>208,044</u>	31%
<b>Field operations</b>				
Capital improvements/replacements	-	-	20,000	0%
Art work	-	-	750,000	0%
Electrical				
Street light services	-	5,332	72,000	7%
Electrical repairs and relamping	-	-	10,000	0%
Insurance				
Insurance: property	-	12,840	15,000	86%
Landscaping				
Landscape services	365	24,304	80,000	30%
Irrigation - maintenance	806	1,176	7,500	16%
Plant tree replacement	11,473	19,180	32,000	60%
Architect site visit	1,020	4,590	3,500	131%
Landscape assessment	-	-	5,000	0%
Arborist report	-	-	3,500	0%

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year to Date	Budget	% of Budget
Maintenance & repairs				
Benches	-	-	15,000	0%
General	-	-	20,000	0%
Stormwater drain inspections/cleanout	-	-	15,000	0%
Janitorial and pressure washing	16,819	63,947	230,000	28%
Janitorial - resealing wood decking	-	-	10,000	0%
Pest control	-	1,172	8,050	15%
Maintenance storage	-	-	1,000	0%
Waste removal	1,032	1,942	4,000	49%
Paver sealing and repairs	-	-	25,000	0%
Painting	-	-	2,000	0%
Civil engineering and maintenance	-	-	10,000	0%
Coordination of third party damage	969	3,504	35,000	10%
Management office				
On-site field management	15,771	54,369	165,075	33%
Telephone/internet	99	543	1,200	45%
Office lease	700	3,693	8,400	44%
Office miscellaneous	400	2,448	4,800	51%
Marketing				
Holiday lighting	-	26,791	67,000	40%
Security				
Security services	56,416	231,394	795,000	29%
Security operations internet	574	2,865	6,960	41%
Camera maintenance program	3,021	14,929	43,000	35%
Camera repairs and replacement	-	666	10,000	7%
Leased spaces rent	-	-	70,129	0%
Utilities				
Electricity - site	12,263	25,062	20,000	125%
Water & sewer - irrigation	7,240	33,726	105,000	32%
Contingency	-	-	50,000	0%
Total field operations	<u>128,968</u>	<u>534,473</u>	<u>2,720,114</u>	20%
<b>Other fees and charges</b>				
Property appraiser	-	535	23,172	2%
Tax collector	146	19,973	23,172	86%
Total other fees and charges	<u>146</u>	<u>20,508</u>	<u>46,344</u>	44%
Total expenditures	<u>138,224</u>	<u>619,808</u>	<u>2,974,502</u>	21%
Excess/(deficiency) of revenues over/(under) expenditures	(122,299)	1,378,874	(750,000)	
Fund balance - beginning	<u>4,586,205</u>	<u>3,085,032</u>	<u>2,642,035</u>	
Fund balance - ending (projected):				
Assigned:				
3 months working capital	545,730	545,730	545,730	
Unassigned	3,918,176	3,918,176	1,346,305	
Fund balance - ending	<u>\$4,463,906</u>	<u>\$4,463,906</u>	<u>\$1,892,035</u>	

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2017  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 35,948	\$ 4,511,683	\$ 5,021,757	90%
Interest	34,428	104,713	-	N/A
Total revenues	<u>70,376</u>	<u>4,616,396</u>	<u>5,021,757</u>	92%
<b>EXPENDITURES</b>				
Principal	-	1,240,000	1,240,000	100%
Interest	-	1,836,206	3,647,613	50%
Total expenditures	<u>-</u>	<u>3,076,206</u>	<u>4,887,613</u>	63%
<b>Other fees and charges</b>				
Property appraiser	-	-	52,310	0%
Tax collector	329	45,086	52,310	86%
Total other fees and charges	<u>329</u>	<u>45,086</u>	<u>104,620</u>	43%
Total expenditures	<u>329</u>	<u>3,121,292</u>	<u>4,992,233</u>	63%
Excess/(deficiency) of revenues over/(under) expenditures	70,047	1,495,104	29,524	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers out	-	(20,725)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>(20,725)</u>	<u>-</u>	N/A
Net change in fund balance	70,047	1,474,379	29,524	
Fund balance - beginning	9,793,243	8,388,911	8,265,299	
Fund balance - ending	<u>\$ 9,863,290</u>	<u>\$ 9,863,290</u>	<u>\$ 8,294,823</u>	

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2017  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year to Date
	<u>          </u>	<u>          </u>
<b>REVENUES</b>		
Interest	\$ 42,664	\$ 168,089
Total revenues	<u>42,664</u>	<u>168,089</u>
<b>EXPENDITURES</b>	-	-
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	42,664	168,089
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfers in	-	20,725
Total other financing sources/(uses)	<u>-</u>	<u>20,725</u>
Net change in fund balance	42,664	188,814
Fund balance - beginning	12,111,639	11,965,489
Fund balance - ending	<u>\$ 12,154,303</u>	<u>\$ 12,154,303</u>

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

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

The Board of Supervisors of the Miami World Center Community Development District held Multiple Public Hearings and a Regular Meeting on September 13, 2022, at 11:00 a.m., at the Square Edge trailer – 600 NE 1st Avenue, Miami, Florida 33132.

**Present at the meeting were:**

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

**Also present were:**

Daniel Rom	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates, LLC (WHA)
Gregory George	District Counsel
Ginger Wald (via telephone)	Billing, Cochran, Lyles, etc., P.A.
Stacy Diamond	Operations Manager (JLLA)
Paola Lamprea	Square Edge, Inc. (SEI)
Wayne Beckelheimer (via telephone)	Allied Universal
Ben Feldman (via telephone)	Falcone Group

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 11:02 a.m. Supervisors Chiste, Brown, DiCristina and Bouskila were present in person. Supervisor DiFiore was attending via telephone.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

- **Discussion/Consideration: Allied Universal Annual Security Investment (\$1.00 per hour pay increase)**

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



40 Mr. Rom presented the Allied Universal request for a \$1.00 per hour pay increase due to  
41 inflation and to attract and retain appropriate staff.

42

43 **On MOTION by Mr. Chiste and seconded by Mr. DiCristina, with all in favor, the**  
44 **Allied Universal Annual Security Investment \$1.00 per hour pay increase**  
45 **request and authorizing Staff to draft an Amendment to the contract, was**  
46 **approved.**

47

48

49 **THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year**  
**2022/2023 Budget**

50

51

52 **A. Affidavit/Proof of Publication**

53 The affidavit of publication was included for informational purposes.

54 Mr. Rom stated the meeting was originally scheduled to meet at Caoba Sales Center but  
55 was relocated, due to construction. A notice is posted on the door and security is present to  
56 direct people to the new meeting location at the side of the building, within walking distance.

57 **B. Consideration of Resolution 2022-05, Relating to the Annual Appropriations and**  
58 **Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending**  
59 **September 30, 2023; Authorizing Budget Amendments; and Providing an Effective**  
60 **Date**

61 Mr. Rom presented Resolution 2022-03. The proposed Fiscal Year 2023 budget is  
62 unchanged since it was presented at the last meeting.

63

64 **On MOTION by Mr. Chiste and seconded by Mr. Bouskila, with all in favor, the**  
65 **Public Hearing was opened.**

66

67

68 Mr. Feldman asked if the number of security staff members and golf carts would be  
69 maintained. Ms. Diamond stated a contingency is available to increase staff or weekly hours, as  
70 needed. Mr. Feldman noted that the CDD will have retail open by the end of 2022 and there  
71 will be more assets to secure and monitor in the coming months.

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**On MOTION by Mr. Chiste and seconded by Mr. Brown, with all in favor, the Public Hearing was closed.**

**On MOTION by Mr. Chiste and seconded by Mr. Bouskila, with all in favor, Resolution 2022-05, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.**

**FOURTH ORDER OF BUSINESS**

**Public Hearing to Hear Comments and Objections on the Imposition of Special Assessments for Operations and Maintenance for Fiscal Year 2022/2023, Pursuant to Florida Law**

**A. Proof/Affidavit of Publication**

The affidavit of publication was included for informational purposes.

**B. Consideration of Resolution 2022-06, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date**

Mr. Rom presented Resolution 2022-06, which allows the CDD to collect assessments utilizing the services of the Tax Collector and Property Appraiser.

**On MOTION by Mr. Chiste and seconded by Mr. DiCristina, with all in favor, the Public Hearing was opened.**

Ms. Cerbone reviewed the O&M Field Operations Assessments Table and noted that most property owners will be responsible for the Field Operations portion of the assessment. The information in the Table is derived from information provided to the Property Appraiser and Tax Collector.

108 Discussion ensued regarding anticipated adjustments to the numbers due to property  
109 sales.

110 Ms. Cerbone recalled a call from a prospective property owner in July and stated Staff  
111 will follow up with Mr. Szymonowicz before the Truth in Millage (TRIM) notices are prepared.

112 Mr. Feldman noted that information on file with the Property Appraiser and Tax  
113 Collector might be outdated.

114

**On MOTION by Mr. Chiste and seconded by Mr. Bouskila, with all in favor, the Public Hearing was closed.**

115

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**On MOTION by Mr. Bouskila and seconded by Mr. Chiste, with all in favor, Resolution 2022-06, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

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**FIFTH ORDER OF BUSINESS**

**Public Hearing to Hear Public Comments and Objections to the Adoption of Rules Relating to Parking and Parking Enforcement, Pursuant to Sections 120.54, 120.69, 190.001, 190.011(5), 190.011(15), 190.012, and 715.07, Florida Statutes**

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**A. Affidavits of Publication**

135 The affidavits of publication were included for informational purposes.

136

**B. Consideration of Resolution 2022-07, Adopting a District Rule Pertaining to Parking, Parking Enforcement and Towing; and Providing for an Effective Date**

137

138 Mr. Rom presented Resolution 2022-07 and the accompanying Exhibit. This Resolution  
139 provides for the Towing Enforcement Policy with a vendor available to the CDD and Staff 24-  
140 hours a day, 7 days a week, as described in the Rules.

141 Ms. Cerbone stated the Rules will only apply in areas in which the City of Miami does  
142 not have jurisdiction.

143 Mr. Bouskila stated the Rules can be amended to allow commercial loading areas for  
144 retail tenants.

145 Discussion ensued about enforcement and prohibition of parking in Zones A, B and C.

146

147 **On MOTION by Mr. Brown and seconded by Mr. Chiste, with all in favor, the**  
148 **Public Hearing was opened.**

149

150

151 No members of the public spoke.

152

153 **On MOTION by Mr. Brown and seconded by Mr. DiCristina, with all in favor,**  
154 **the Public Hearing was closed.**

155

156

157 **On MOTION by Mr. Chiste and seconded by Mr. Bouskila, with all in favor,**  
158 **Resolution 2022-07, Adopting a District Rule Pertaining to Parking, Parking**  
159 **Enforcement and Towing; and Providing for an Effective Date, was adopted.**

160

161

162 **SIXTH ORDER OF BUSINESS** **Consideration of Agreement for Towing**  
163 **Services with King’s Wrecker Service, Inc.**

164

165 Mr. Rom presented the Agreement with King’s Wrecker Service, Inc., for towing services  
166 24-hours a day, 7 days a week; towing will be within 45 minutes of each request, at no cost to  
167 the CDD.

168

169 **On MOTION by Mr. Chiste and seconded by Mr. Brown, with all in favor, the**  
170 **Agreement for Towing Services with King’s Wrecker Service, Inc., was**  
171 **approved.**

172

173

174 **SEVENTH ORDER OF BUSINESS** **Consideration of Jones Lang Lasalle**  
175 **Americas, Inc., Second Amendment to**  
176 **Property Management Services Agreement**

177

178 Mr. Rom presented the Second Amendment to the Jones Lang Lasalle Americas, Inc.,  
179 Property Management Services Agreement.

180

181

182

183

**On MOTION by Mr. Chiste and seconded by Mr. Brown, with all in favor, the Second Amendment to the Jones Lang Lasalle Americas, Inc., Property Management Services Agreement, was approved.**

184

185

186

**EIGHTH ORDER OF BUSINESS**

**Consideration of Plant Professionals, Inc., 2023 Holiday Decor Estimate #7598**

187

188

189

Ms. Diamond presented Plant Professionals, Inc., 2023 Holiday Decor Estimate #7598.

190

The contract is in its third year and the increase is mainly due to adding more décor and decorating additional areas. Expenditures will still be within the \$60,000 budgeted.

191

192

193

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195

**On MOTION by Mr. Chiste and seconded by Mr. DiCristina, with all in favor, Plant Professionals, Inc., 2023 Holiday Decor Estimate #7598, in the amount of \$53,582.00, was approved.**

196

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198

**NINTH ORDER OF BUSINESS**

**Ratification of Termination of Office Lease Agreement**

199

200

201

Mr. Rom stated the CDD leased space for an equipment room and security command center in July 2020 but, after further review, it was determined that no lease should be assigned to the property. Approval, rather than ratification, is requested, in substantial form, as signatures are pending. Monies refunded will be added to the General Fund. The CDD will still have access to the space and the landlord will reimburse all lease payments to the CDD. Mr. Feldman stated access is granted at no charge under the COREA. Ms. Diamond stated insurance and maintenance requirements are outlined in the COREA.

208

209

210

**On MOTION by Mr. DiCristina and seconded by Mr. Chiste, with all in favor, Termination of the Office Lease Agreement, in substantial form, was approved.**

211

212

213

**TENTH ORDER OF BUSINESS**

**Discussion/ Consideration: Allied Universal Annual Security Investment (\$1.00 per hour pay increase)**

214

215

216

217 This item was presented following the Second Order of Business.

218

**219 ELEVENTH ORDER OF BUSINESS****Discussion: Temporary Construction  
220 Easement and Property Restoration  
221 Agreement with Miami World Towers  
222**

223 Mr. Rom recalled discussion at the May meeting about work being done by the  
224 Developers that is impacting CDD assets. A Restoration Agreement will ensure the parties  
225 appropriately replace or repair damaged assets. Bond Counsel's office was working to help try  
226 to tie these repairs to the permit.

227 Ms. Diamond stated, while the City and the County have been cooperative, nothing has  
228 been provided, in writing, indicating that the permits will be amended accordingly.

229 A Board Member noted that damage occurred and asked what must be done to put the  
230 City on more aggressive notice about the damage and that repairs are necessary to restore the  
231 CDD's assets to the original condition.

232 Easements, access and maintenance agreements were discussed. The Board directed  
233 District Counsel and Bond Counsel to work with Ms. Wendy Fields.

234 Ms. Cerbone stated the person giving the sign-off for the permit to be released is Ms.  
235 Stacy Diamond and, as needed, the District Engineer.

236 This item will be included on the next agenda.

237

**238 TWELFTH ORDER OF BUSINESS****Presentation of Audited Financial Report  
239 for the Fiscal Year Ended September 30,  
240 2021, Prepared by Grau & Associates  
241**

242 Mr. Rom presented the Audited Annual Financial Report for the Fiscal Year Ended  
243 September 30, 2021 and accompanying disclosures. There were no findings, irregularities or  
244 instances of noncompliance; it was an unmodified opinion, otherwise known as a clean audit.

245 The Statement of Net Position, remaining funds in the Construction Fund, conveyances  
246 and pending requisitions were discussed.

247

248 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2022-08,**  
249 **Hereby Accepting the Audited Financial**  
250 **Report for the Fiscal Year Ended**  
251 **September 30, 2021**  
252

253 Mr. Rom presented Resolution 2022-08.  
254

255 **On MOTION by Mr. Bouskila and seconded by Mr. Chiste, with all in favor,**  
256 **Resolution 2022-08, Hereby Accepting the Audited Financial Report for the**  
257 **Fiscal Year Ended September 30, 2021, was adopted.**  
258

259  
260 **FOURTEENTH ORDER OF BUSINESS** **Ratification of Stormwater Management**  
261 **Needs Analysis**  
262

263 Mr. Rom stated that CDDs are now required to prepare a 20-year Stormwater  
264 Management Needs Analysis Report to document anticipated future stormwater system needs.  
265 The District Engineer submitted the Report in advance of the June 30, 2022 due date.  
266

267 **On MOTION by Mr. Bouskila and seconded by Mr. Brown, with all in favor, the**  
268 **Stormwater Management Needs Analysis Report, was ratified.**  
269

270  
271 **FIFTEENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
272 **Statements as of July 31, 2022**  
273

274 Mr. Rom presented the Unaudited Financial Statements as of July 31, 2022.  
275

276 **On MOTION by Mr. Chiste and seconded by Mr. Bouskila, with all in favor, the**  
277 **Unaudited Financial Statements as of July 31, 2022, were accepted.**  
278

279  
280 **SIXTEENTH ORDER OF BUSINESS** **Approval of May 17, 2022 Regular Meeting**  
281 **Minutes**  
282

283 Mr. Rom presented the May 17, 2022 Regular Meeting Minutes.  
284

285 On MOTION by Mr. Chiste and seconded by Mr. Bouskila, with all in favor, the  
286 May 17, 2022 Regular Meeting Minutes, as presented, were approved.  
287

288  
289 SEVENTEENTH ORDER OF BUSINESS

Staff Reports

290  
291 A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*

292 There was no report.

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

294 There was no report.

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

296 There was no report.

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

298 I. **452 Registered Voters in District as of April 15, 2022**

299 II. **NEXT MEETING DATE: October 18, 2022 at 11:00 A.M.**

300 ○ **QUORUM CHECK**

301 The next meeting will be held on October 18, 2022, unless cancelled.  
302

303 EIGHTEENTH ORDER OF BUSINESS

Public Comments

304  
305 There were no public comments.  
306

307 NINETEENTH ORDER OF BUSINESS

Adjournment

308  
309 There being nothing further to discuss, the meeting adjourned.  
310

311 On MOTION by Mr. Chiste and seconded by Mr. Bouskila, with all in favor, the  
312 meeting adjourned at 11:43 a.m.

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318 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]



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Secretary/Assistant Secretary

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Chair/Vice Chair

**MIAMI WORLD CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

**MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE**

**LOCATION**

*Caoba Sales Center Management Office, 698 NE 1st Avenue, G188, Miami, Florida 33132*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 18, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>November 15, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>December 20, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>January 17, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>February 21, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>March 21, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>April 18, 2023</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>May 16, 2023</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>June 20, 2023</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>July 18, 2023</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>August 15, 2023</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>11:00 AM</b>
<b>September 19, 2023</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>