

RESOLUTION No. 25-37

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING SETTLEMENT TERMS WITH DORAL 10, LLC; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in the year 2019, Doral 10, LLC (“Doral 10”) filed a law suit in the Eleventh Judicial Circuit Court in and for Miami Dade County, *2019-033211-CA-01*, which was removed to the United States District Court for the Southern District of Florida *2019-CV-24830- MORENO*, against the City of Doral (the “City”) and other defendants; and

WHEREAS, the cases both relate to allegations that the City of Doral (the “City”) authorized JVA Contractors (“JVA”) to come upon Doral 10’s property consisting of 9.48+/- acres along N.W. 102nd Avenue in the vicinity of N.W. 70th Street, bearing folio nos. 35-3017-001-0210 and 35-3017-001-0208 (the “Property”), in order use the property as a staging area to conduct road construction and store contaminated road debris; and

WHEREAS, at this time Doral 10, JVA and the City desire to amicably resolve their differences; and

WHEREAS, the Parties have negotiated and agreed in principal to the following material terms enclosed hereto as Exhibit “A.”, subject to the City Mayor and Council approval; and

WHEREAS, as consideration for the dismissal of the pending Cases and the purchase of the Property, the City agrees to pay Doral 10 the sum of Twenty-One Million Dollars and 00/100 (\$21,000,000), which will include a contribution from JVA; and

WHEREAS, the City believes that the attached terms enclosed in Exhibit “A” is in the City’s best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Incorporation of Recitals. The aforementioned recitals are incorporated herein by reference.

Section 2. Authorization. The Mayor and City Council hereby authorize City Manager to accept the term's described in Exhibit "A," and authorize the City Manager and Attorney to negotiate a formal settlement agreement that will include terms in substantially the same form as Exhibit "A.", and authorize the City Manager and Attorney to negotiate a purchase and sale agreement in conformity with Exhibit "A" and any other necessary documents relating to the settlement as described in Exhibit "A."

Section 3. Implementation. The City Manager and City Attorney are authorized to take all necessary steps to implement this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption. The motion was seconded by Councilmember Reinoso and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Maureen Porras	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 27 day of January, 2025.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY

EXHIBIT “A”

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

DORAL 10, LLC,

CASE NO. 2019-CV-24830-MORENO

Plaintiff,

v.

CITY OF DORAL, a Florida municipal corporation,

Defendant.

MATERIAL TERM SHEET

This Material Term Sheet (the “Term Sheet”) is entered into as of January 22, 2025 (the “Effective Date”) by and between Plaintiff DORAL 10, LLC (“Plaintiff”), Defendant CITY OF DORAL (the “City”), and JVA Engineering Contractor, Inc. (“JVA”) (collectively, the “Parties”).

TERMS OF GLOBAL RESOLUTION

1. The Parties agree to a global settlement wherein a payment of Twenty-One Million Dollars (\$21,000,000.00) (the “Settlement Sum”) will be paid to Plaintiff, which includes contribution from JVA that will be identified in a separate confidential exhibit to the Settlement Agreement (as defined in paragraph 4 below).

2. As part of the global settlement, the City agrees to purchase from Plaintiff the two parcels of approximately 9.48 acres of vacant land in the City along N.W. 102nd Avenue in the vicinity of N.W. 70th Street, bearing folio nos. 35-3017-001-0210 and 35-3017-001-0208 (collectively, the “Property”).

3. On January 27, 2025, the City shall conduct a special council meeting for the approval of the material settlement terms, as outlined in the instant Material Term Sheet.

4. The Parties will draft a formal Settlement Agreement that contains the terms set forth herein, along with additional terms and conditions (the “Settlement Agreement”) previously agreed to by the Parties, including, without limitation, a mutual general release by all Parties. The Settlement Agreement shall be drafted in final form by no later than February 5, 2025

5. The Parties will likewise draft a formal Purchase and Sale Agreement for the City’s purchase of the Property that contains the purchase-related terms set forth herein, along with additional terms and conditions (the “PSA”) previously agreed to by the Parties and that contains the usual and customary provisions regarding the conveyance of marketable title. The PSA shall be drafted in final form by no later than February 5, 2025.

6. The Settlement Agreement and the PSA are subject to approval at the City council meeting which shall be scheduled to take place on February 12, 2025 (the “February Meeting”).

7. The City shall have a 45-day due diligence period, which period shall begin to run on the date on which this Term Sheet is approved by the City at the special council meeting contemplated by paragraph 3, to conduct environmental testing of the Property at the City’s own expense.

8. The City shall not be able to terminate the PSA unless: (a) Plaintiff does not convey marketable title, or (b) such environmental testing referenced in paragraph 7: (i) identifies environmental contaminants that have not been previously identified on the Property (the “New Contaminants”); and (ii) results in DERM requiring that such New Contaminants be remediated through remediation efforts that are substantial in nature and that are separate and distinct from the remediation efforts required by DERM to resolve the known contamination on the Property.

9. The Property is being sold in its “as is” condition, subject to the environmental testing contemplated by paragraph 8 of this Term Sheet and the terms regarding marketable title.

10. The company appointed to conduct the environmental testing shall be approved by Plaintiff and the City.

11. Neither the City nor JVA shall have no right or ability to enter Plaintiff's Property for any reason without Plaintiff's consent.

12. Plaintiff shall consent to the date and time in which the environmental testing will occur and has the right to be present at the Property at the time the environmental testing takes place.

13. Upon approval of the Settlement Agreement and the PSA at the February Meeting, the City shall present for approval the transfer of the funds to complete the purchase of the Property at the City council meeting scheduled to take place on March 12, 2025 (the "March Meeting").

14. The closing for the Property will occur no later than March 17, 2025 (the "Closing") and Plaintiff's receipt of all proceeds of the sale or as otherwise contemplated by the Settlement Agreement and PSA shall occur no later than the date of the Closing.

15. Within three (3) days following the Closing of the Property and Plaintiff's receipt of the funds, Plaintiff shall:

- a. dismiss with prejudice the action captioned *Doral 10, LLC v. City of Doral*, Case No. 2019-CV-24830-MORENO, which is pending in the United States District Court for the Southern District of Florida, Miami Division, with all parties bearing their own fees and costs in that action; and
- b. dismiss with prejudice the claims brought against the City and JVA in the action captioned *Doral 10, LLC v. City of Doral et. al.*, Case No. 2019-033211-CA-01, which is pending in the Circuit Court of the Eleventh

Judicial Circuit in and for Miami-Dade County, Florida, with all parties bearing their own fees and costs in that action.

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IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Material Term Sheet to be executed as of the date(s) set forth below.

DORAL 10, LLC

By: _____
Its: _____
Dated: _____

JVA ENGINEERING CONTRACTOR, INC.

By: _____
Its: _____
Dated: _____

CITY OF DORAL

ZEIDA SARDINAS, CITY MANAGER

	ATTEST: _____ CONNIE DIAZ, MMC CITY CLERK APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY: _____ LORENZO COBIELLA GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC CITY ATTORNEY
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