

RESOLUTION No. 26-

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT AND MUTUAL RELEASE WITH WANNEMACHER JENSEN ARCHITECTS, INC. AND KIMLEY-HORN AND ASSOCIATES, INC. RELATING TO LITIGATION ARISING FROM THE DESIGN AND CONSTRUCTION OF A BASEBALL FIELD AT DORAL LEGACY PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT AND ALL RELATED DOCUMENTS; AUTHORIZING THE CITY ATTORNEY TO TAKE ALL NECESSARY ACTIONS TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the City") is a Florida municipal corporation;
and

WHEREAS, on or about June 13, 2018, Acosta Tractors, Inc. filed a complaint in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, styled *Acosta Tractors, Inc. v. Biltmore Construction Co., Inc., et al.*, Case No. 2018-020135 CA-25 (the "Litigation"); and

WHEREAS, Biltmore Construction Co., Inc. filed a third-party complaint against the City in the Litigation; and

WHEREAS, the City filed a counterclaim against Biltmore Construction Co., Inc. and asserted claims against Wannemacher Jensen Architects, Inc. ("WJA") and Kimley-Horn and Associates, Inc. ("Kimley-Horn") (collectively, the "Design Team") as fourth-party defendants in the Litigation, alleging breach of contract, negligence, and seeking

declaratory relief relating to the design and construction of a recreational park facility located at 11400 NW 82nd Street, Doral, Florida 33178 (the "Project"); and

WHEREAS, the City's claims against the Design Team relate to the architectural, engineering, and design services provided by the Design Team in connection with the Project, including without limitation the baseball field component thereof; and

WHEREAS, the Parties have engaged in arm's-length negotiations and now desire to resolve fully and finally all claims, disputes, and controversies between them arising out of or related to the Project, the Litigation, and the professional services rendered by the Design Team; and

WHEREAS, the Parties acknowledge that the proposed Settlement Agreement and Mutual Release (the "Settlement Agreement") represents a compromise and settlement of disputed claims and is not an admission of liability or wrongdoing by any party; and

WHEREAS, the Parties intend that the Settlement Agreement shall provide complete finality for the Design Team with respect to all claims involving or related to the Design Team's services on the Project; and

WHEREAS, the Parties intend that the Settlement Agreement, and the releases and covenants set forth therein, constitute a good-faith settlement within the meaning of Section 768.31(5), Florida Statutes, such that the Design Team Released Parties are discharged from all liability for contribution to any other person or party; and

WHEREAS, in consideration for the releases and dismissals granted by the City, the Design Team has agreed to provide reasonable cooperation to the City in its continued prosecution and defense of the claims remaining in the Litigation; and

WHEREAS, under the terms of the Settlement Agreement, the Design Team shall pay to the City the sum of One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00), apportioned as Ninety Thousand Dollars and 00/100 (\$90,000.00) paid on behalf of WJA and Ninety Thousand Dollars and 00/100 (\$90,000.00) paid on behalf of Kimley-Horn, in exchange for a complete mutual release of all Design Team Project-Related Claims; and

WHEREAS, upon receipt of the Settlement Payment, the City, on behalf of itself and all other City Released Parties, shall irrevocably and unconditionally release, acquit, and forever discharge the Design Team and all Design Team Released Parties from any and all Project-Related Claims; and

WHEREAS, the Design Team, on behalf of themselves and all other Design Team Released Parties, shall irrevocably and unconditionally release, acquit, and forever discharge the City and all City Released Parties from any and all Project-Related Claims; and

WHEREAS, the Settlement Agreement provides that the Parties shall execute and file with the Circuit Court a Joint Stipulation of Dismissal with Prejudice dismissing with prejudice all claims asserted by the City against WJA and Kimley-Horn in the Litigation; and

WHEREAS, the City Council finds that the Settlement Agreement is in the best interests of the City and its residents, as it (i) resolves disputed claims and avoids further expense, inconvenience, and uncertainty of continued litigation, (ii) provides the City with a monetary settlement in the amount of One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00), (iii) secures the Design Team's cooperation in the City's continued prosecution and defense of claims against other parties in the Litigation, and (iv) constitutes a good-faith settlement under Florida law; and

WHEREAS, the City Council has reviewed the Settlement Agreement, attached hereto as Exhibit "A" and desires to approve and authorize its execution and implementation,

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval of Settlement Agreement. The Mayor and City Council approve execution of a Settlement Agreement with Kimley Horn and Wannemacher Jensen in substantially the same form as attached hereto as Exhibit "A."

Section 3. Implementation: The City Manager and City Attorney are authorized to take any additional actions necessary to implement this Resolution, including making any modifications, executing any documents and addendums as necessary to effectuate this Resolution, provided that such actions remain consistent with the Council's intent, and to finalize and execute the settlement agreement herein attached as Exhibit "A", and to receive and allocate to general fund settlement monies

received in the amount of One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00).

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

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

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

PASSED AND ADOPTED this 12 day of August, 2026.

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