

**LANDMARK AT
DORAL**

**COMMUNITY DEVELOPMENT
DISTRICT**

December 12, 2019

**REGULAR MEETING
AGENDA**

Landmark at Doral Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

December 5, 2019

Board of Supervisors
Landmark at Doral 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 Landmark at Doral Community Development District will hold a Regular Meeting on December 12, 2019, at 10:00 a.m., at the offices of Lennar Homes, 730 N.W. 107th Avenue, Suite 300, Miami, Florida 33172. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Fourth Supplemental Engineer's Report (Infrastructure Improvements)
4. Ratification of FMSbonds, Inc., G-17 Disclosure
5. Ratification of SCS Engineers Consulting Services Agreement for Reinstallation of Onsite Monitoring Wells
6. Consideration of SCS Engineers Consulting Services Agreement for Additional Environmental Services
7. Discussion: Miami-Dade County Department of Regulatory and Economic Resources Notice Regarding Response to Comments/Sampling Plan Dated September 30, 2019 and Prepared by SCS Engineers (SCS) for the Landmark at Doral Community Facility (SW-1656/File-24963) Located at, Near, or in the Vicinity of Northwest 102nd Avenue and Northwest 66th Street (folio no. 35-3017-040-3050), Miami, Miami-Dade County, Florida
8. Consideration of Resolution 2020-02, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2018, and Ending September 30, 2019
9. Consideration of Terra Acon Doranda Developments, LLC Storm Water Storage and Retention Easement and Reimbursement Agreement (Doral Cay)
10. Acceptance of Unaudited Financial Statements as of October 31, 2019
11. Approval of November 14, 2019 Public Hearings and Regular Meeting Minutes

12. Staff Reports

- A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
 - B. District Engineer: *Alvarez Engineers, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: January 9, 2020 at 10:00 A.M.

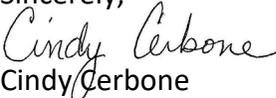
○ QUORUM CHECK

Jorge Ortiz	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
Carmen Orozco	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
Teresa Baluja	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
Raisa Krause	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE

13. Public Comments/Supervisors' Requests

14. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,

 Cindy Cerbone
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
CONFERENCE ID: 8518503

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

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Landmark at Doral Community Development District

Fourth Supplemental Engineer's Report
Infrastructure Improvements

Prepared for
Landmark at Doral Community Development District
Board of Supervisors
City of Doral,
Miami-Dade County, Florida

Prepared by
Alvarez Engineers, Inc.

8935 NW 35 Lane, Suite 101
Doral, FL 33172
Telephone 305-640-1345
Facsimile 305-640-1346
E-Mail Address: alvarez@alvarezeng.com

October 25, 2019

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I. Introduction

This Fourth Supplemental Engineer's Report of Landmark at Doral Community Development District (the "CDD" or "District") is being issued in order to expand the scope of work of the stormwater management component of the public infrastructure being constructed in the East Parcel of the District (the "East Parcel Project"). The East Parcel public infrastructure is known as the "2015 Public Infrastructure" and is described in detail in the Second Supplemental Engineer's Report dated October 8, 2015. The Second Supplemental Engineer's Report was prepared in conjunction with the issuance of the District's Special Assessment Bonds, Series 2016.

The proposed additional scope of work of the East Parcel Project consists of the cost of installing monitoring wells and periodic water sampling and reporting for the lake located at the northwest corner of the intersection of NW 66 Street and NW 102 Avenue. The work is to be done in accordance with requirements listed in the "Resource Recovery and Management Facility Permit Number SW-1656" issued to the District by the Miami-Dade County Department of Regulatory and Economic Resources (formerly "DERM").

The additional scope of work is to be performed by Stearns Conrad and Schmidt Consulting Engineers, Inc. ("SCS"), or a similar environmental entity, at the discretion of the District Board of Supervisors, in accordance with certain Consulting Services Agreement dated August 27, 2019 between the District and SCS. Such Services Agreement may be amended from time to time.

II. Background

The lake located at the northwest corner of the intersection of NW 66 Street and NW 102 Avenue is situated within a CDD-owned, 2.72-acre tract known as Tract N2 of Landmark at Doral First Addition, as recorded at PB 171, PG 26 of the Miami-Dade County Public Records (Refer to Exhibit 1 for a map). Tract N2 is located within the boundaries of the East Parcel. Miami-Dade County assigned Folio Number 35-3017-040-3050 to the tract.

The tract is part of the CDD's stormwater management plan that was permitted by the South Florida Water Management District ("SFWMD") in July of 2006 under permit number 13-02759-P. Excavation of the lake was begun in 2007 and by 2008 the lake was almost completed before the development went into dormancy because of the economy. In 2011 the CDD applied to DERM and received Permit SW-1656 to operate the lake as a lakefill facility to dispose of muck stockpiled in the East Parcel and in other areas of the development. The stockpiled muck was soil that had been collected from the land clearing activities of the development conducted earlier.

The proposed work to be conducted by SCS and proposed to be financed with Bond Series 2016 proceeds is a result of the reporting and monitoring requirements of DERM Permit SW-1656.

III. Purpose of this Fourth Supplemental Engineer's Report

The purpose of this Engineer's Report is to describe the additional scope of work to be included as part of the stormwater management system component of the 2015 Public Infrastructure, and to memorialize the intent of the District to use proceeds from the Bond Series 2016 construction account to finance such work. The scope of work is described in greater detail in the agreement between the District and SCS.

IV. Engineer's Certification

I hereby certify that the foregoing is a true and correct copy of the Fourth Supplemental Engineer's Report for the Landmark at Doral Community Development District.

Juan R. Alvarez, PE
Florida Registration No. 38522
Alvarez Engineers, Inc.
December 12, 2019

DRAFT

EXHIBITS

DRAFT

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

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fmsbonds
Municipal Bond Specialists

September 12, 2019

Landmark at Doral Community Development District
c/o Wrathell, Hunt & Associates
2300 Glades Road, Suite # 410W
Boca Raton, Florida 33431

Re: Landmark at Doral CDD, Series 2019 Bonds

To whom it may concern:

We are writing to provide you, as Landmark at Doral Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)¹ (the "Notice").

The Issuer has engaged FMSbonds, Inc. ("FMS") to serve as underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our services as underwriter, FMS may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. We may also have provided such advice as part of the process of seeking to be selected to serve as your underwriter. Any such advice was provided by FMS as an underwriter and not as your financial advisor in this transaction.

The specific parameters under which FMS will underwrite the Bonds were set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. As such, the underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters of Municipal Securities (effective August 2, 2012).

- The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- As underwriter, we will review the disclosure document for the Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.²

The underwriter will be compensated by a fee and/or an fee that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary.

Please note nothing in this letter is an expressed nor an implied commitment by us to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall only be set forth in a bond purchase agreement or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMS is acting independently in seeking to act as an underwriter in the transactions contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMS assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other underwriters in connection with the transactions contemplated herein or otherwise.

If you or any other Issuer representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, Issuer should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

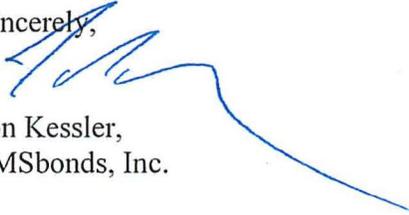
It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

The MSRB requires that we seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above within five (5) business days of the date of this letter. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds, and we appreciate the opportunity to assist with your financing need. Thank you.

Sincerely,


Jon Kessler,
FMSbonds, Inc.

Acknowledgement:

Landmark at Doral Community Development District

By: 

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

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CONSULTING SERVICES AGREEMENT
(Reinstall of Onsite Monitoring Wells)

THIS CONSULTING SERVICES AGREEMENT, dated the 27 day of August, 2019 (the "Agreement"), is by and between:

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Doral, Miami-Dade County, Florida, and with offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"),

and

STEARNS CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC., a Virginia corporation authorized to do business in the State of Florida, d/b/a **SCS ENGINEERS**, whose mailing address is 9500 S. Dadeland Boulevard, Suite 610, Miami, Florida 33156 (the "Consultant").

WITNESSETH:

WHEREAS, District desires to retain a consultant to provide professional services to the District for the reinstallation of the four onsite monitoring wells, the sampling of those monitoring wells, data analysis of the laboratory analytical results, and provision of statistical and historical analysis after the laboratory results are received, and submittals to and coordination with DERM (the "Services"); and

WHEREAS, Consultant is willing and able to render such Services as set forth and more particularly described in the Consultant's proposal dated August 1, 2019 for File No. 090419219, attached hereto and made a part hereof as Exhibit A (the "Proposal").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1
RECITALS

1.1. Each recital set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1. Consultant hereby agrees to perform and timely provide the Services to the District, as set forth in the Proposal.

2.2 District agrees to assist and cooperate with Consultant in the performance of this Agreement by providing Consultant with information required in the performance of Consultant's services hereunder.

ARTICLE 3
TERM AND TERMINATION

3.1 This Agreement shall commence upon execution of the parties (the "Commencement Date") and continue, unless otherwise terminated as provided herein, for a term of one (1) calendar year, which shall automatically renew until Services have been completed rendered or the termination of the Agreement as set forth herein.

3.2 This Agreement may be terminated by either party with or without cause, immediately upon seven (7) calendar days written notice to the other party. Upon termination by either party, Consultant shall cease all work performed hereunder and District shall pay to Consultant any earned and unpaid portion of the compensation due Consultant pursuant to Article 4. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify District against any loss pertaining to this termination. Consultant shall furnish all documents, plans and work product belonging to District upon expiration or termination of the Agreement, provided all work performed has been paid in full.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1. District agrees to compensate Consultant on a lump sum basis pursuant to and in accordance with the Proposal a total amount for Consultant's Services under this Agreement not to exceed **TWELVE THOUSAND FIVE HUNDRED SEVENTY AND 00/100 (\$12,570.00) DOLLARS.**

4.2 Consultant shall provide a statement for services rendered on a monthly basis providing the hours and Services provided. District shall remit payment for the Services described in the statement within thirty (30) days of accepting Consultant's statement. Upon written notice to Consultant, District may withhold payment to Consultant, in whole or in part, for Consultant's failure to comply with the terms, conditions or requirements of this Agreement. Thereafter, the withheld

amounts shall be paid upon Consultant's satisfactory demonstration of compliance to the District Manager.

4.3 Payment will be made by District to Consultant at the address provided in Article 6 hereinbelow, unless otherwise directed in writing by Consultant.

ARTICLE 5 **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

Within the scope of the Project, District or Consultant may request changes that would increase, decrease or otherwise modify the scope of Services to be provided under this Agreement. Such changes or additional services must be contained in a written amendment or addendum, executed by the parties hereto, with the same formality and with equal dignity herewith prior to any deviation from the term or scope of this Agreement, including the initiation of any additional or extra work. In no event will Consultant be compensated for any work which has not been described in this Agreement or in a separate written agreement or addendum executed by the Parties hereto.

ARTICLE 6 **MISCELLANEOUS**

6.1. General Insurance Requirements.

6.1.1. Consultant shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the District Manager of the District or his designee.

6.1.2. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the District Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the District. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.1.3. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Consultant shall furnish, upon renewal, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Consultant shall not continue to perform services pursuant to this Agreement unless all required insurance remains in full force and effect.

6.1.4. Commercial General Liability Insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$1,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury

Consultant shall have its insurer name District as an additional insured or certificate holder on Consultant's General Liability policy.

6.1.5. Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the Consultant shall require the Subcontractors similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his subcontractors shall maintain during the life of this policy Employer's Liability Insurance. The following limits must be maintained:

A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If Consultant claims to be exempt from this requirement, Consultant shall provide District proof of such exemption along with a written request for District to exempt Consultant, written on Consultant's letterhead.

6.1.6. Professional Liability Insurance of \$1,000,000.00 per occurrence.

6.2. Indemnification.

6.2.1 Consultant shall indemnify and save harmless and defend the District, its elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the District or any third party arising out of, or by reason of, or resulting from errors, omissions, or negligent acts of Consultant, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the performance by Consultant pursuant to this Agreement.

6.2.2 Consultant shall indemnify District for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. Consultant will defend and/or settle at its own expense, with legal counsel chosen by District, any action brought against the District to the extent that it is based on a claim that products or services furnished to District by Consultant pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

6.2.3 The parties to this Agreement recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

6.3. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Consultant is an independent contractor under this Agreement and not District's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with District, local, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. Consultant agrees that it is a separate and independent enterprise from District, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Consultant and District and District will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

6.4. Assignments; Amendments.

6.4.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of District. For purposes of this Agreement, any change of ownership of Consultant shall constitute an assignment which requires District approval. However, this Agreement shall run to District and its successors and assigns.

6.4.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.5 Conflict of Interest. Consultant agrees that it will avoid activities, investments and other situations which may conflict with its services provided to District. Consultant expressly agrees that it does not have any personal financial interest in any entity, direct or indirect or with any member of District's Board of Supervisors, or any person who is employed by District and does not represent any client whose interest is adverse to the interests of District. In the event a conflict of interest arises during the term of this Agreement, Consultant shall immediately disclose, in writing, the existence and nature of such conflict to District Manager. District Manager has the authority to suspend the services of Consultant until determination by District's Board of Supervisors what action shall be taken, up to and including termination of this Agreement. In the event this Agreement is terminated pursuant to this section, Consultant agrees to, upon request, assist District in its efforts to contact and engage qualified individuals to perform the Services under this Agreement.

6.6. No Contingent Fees. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the District shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

6.7. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Consultant

and the District designate the following as the respective places for giving of notice:

DISTRICT: **Landmark at Doral CDD**
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

Copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, 6th Floor
Fort Lauderdale, Florida 33301
Attn: Dennis E. Lyles, Esq.

CONSULTANT: **SCS Engineers**
9500 S. Dadeland Boulevard, Suite 610
Miami, Florida 33156
Attn: _____

6.8. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

6.9. **Legal Representation.** It is acknowledged that each party had the opportunity to be represented by counsel in the preparation of and contribution to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

6.10. **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

6.11. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.12. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

6.13. **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and costs.

6.14. Extent of Agreement. This Agreement represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

6.15. Records. Consultant shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by District and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by District of any fees or expenses based upon such entries.

6.16. Public Records.

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

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Consultant or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Consultant transfers all public records to the District upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Consultant keeps and maintains public

records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Consultant acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Consultant, the Consultant shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Consultant acknowledges that should Consultant fail to provide the public records to the District within a reasonable time, Consultant may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

**WRATHELL, HUNT AND ASSOCIATES, LLC.
2300 GLADES ROAD #410W
BOCA RATON, FL 33431
TELEPHONE: (877) 276-0889
EMAIL: CERBONEC@WHHASSOCIATES.COM**

6.17. **Equal Employment Opportunity.** In the performance of this Agreement, the Consultant shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

6.18. **Waiver.** Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

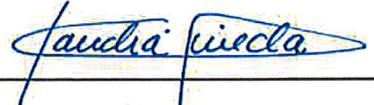
Attest:

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT


Print name: Carmen Herrera
Secretary/Assistant Secretary

By: 
Print name: Teresita Baluja
Chair/Vice-Chair
27 day of August, 2019

STEARNS CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC., a Virginia corporation, d/b/a SCS ENGINEERS


CLAUDIA PINEDA
Print Name

By: 
Name: JEOVANNY RODRIGUEZ, P.E.
Title: OFFICE MANGER
PROJECT DIRECTOR
23 day of August, 2019


Glenn Haave
Print Name

(CORPORATE SEAL)

EXHIBIT A
PROPOSAL

August 1, 2019
File No. 090419219

Landmark At Doral Community Development District
Mr. Juan Alvarez
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Via email to juan.santalla@lennar.com

Subject: Landmark
Confirmation Groundwater Sampling and Sampling Plan for Additional Assessment
In the vicinity of NW 102nd Ave. and NW 66th St.
Miami, FL

Dear Mr. Alvarez,

Per your request, SCS Engineers is providing this proposal for the above referenced property, for the reinstallation and delineation of the four on site monitoring wells. The proposed scope of services, assumptions and limitations, fee, and schedule are provided below.

SCOPE OF SERVICES

Task 1 – Well Installation and Groundwater Sampling

We propose to reinstall the four onsite monitoring wells (\$7,500 or \$1,875/well). The wells will be installed via hollow stem auger in the native material, avoiding the onsite lake fill. This type of installation increases the cost of installation per well because of the time it takes to install each well and the extra materials it takes to fill a larger borehole. The purpose of using hollow stem auger is to provide a larger filter pack to potentially reduce turbidity and prevent the wells from purging dry.

After the well installation, we will sample the newly installed monitoring wells and submit the samples to the laboratory for analysis of iron (\$1,544 or \$386/well).

Task 2 – Data Evaluation and Statistical Analysis

The purpose of this task is to provide data analysis of the laboratory analytical results. We will also provide statistical and historical analysis after the laboratory results are received. This data analysis will then be incorporated into the sampling plan that we will submitted to DERM.

ASSUMPTIONS AND LIMITATIONS

The scope of services does not include any work not explicitly stated herein. The following are the scope and fee assumptions and limitations:

1. SCS is not responsible for project delays outside of our control.
2. Client will provide full access to the subject property.
3. This proposal assumes no disposal costs of investigative derived waste.
4. SCS is not responsible for damages to underground utilities not identified by the Client.



5. All laboratory analytical fees will be paid directly by the Client and are not part of the cost stated herein.

ESTIMATED FEE AND SCHEDULE

SCS proposes to perform this project on a lump sum basis. The fee breakdown is provided below.

Professional Services

Task 1 – Well Installation and Groundwater Sampling	\$ 9,044
Task 2 – Data Evaluation and Statistical Analysis	\$ 3,526
Fee for Professional Services	\$ 12,570

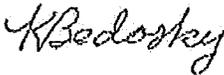
The scope of services will be invoiced on a monthly basis for services rendered. SCS will not exceed the proposed budget without the Client's prior approval.

The Sampling Plan for Additional Assessment is due to DERM by August 19, 2019. Well installation and sampling can be completed within one week from Notice to Proceed. Samples will be submitted to the laboratory on a 24-hour turnaround and results are expected within two days of submittal. The sampling plan for additional assessment will be submitted to the client and client's counsel on August 13, 2019, three days prior to the due date (August 19, 2019) for review.

If you find this proposal acceptable, please issue a General Agreement for Consulting Services.

Please contact us at (305) 412-8185 if you have any questions or require additional information.

Sincerely,



Karinne Bedosky
Project Professional
SCS Engineers



Jeovanny Rodriguez, PE
Project Director/Office Manager
SCS Engineers

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

6

CONSULTING SERVICES AGREEMENT
(Well Installation and Sampling)

THIS CONSULTING SERVICES AGREEMENT, dated the _____ day of December, 2019 (the "Agreement"), is by and between:

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Doral, Miami-Dade County, Florida, and with offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"),

and

STEARNS CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC., a Virginia corporation authorized to do business in the State of Florida, d/b/a **SCS ENGINEERS**, whose mailing address is 9500 S. Dadeland Boulevard, Suite 610, Miami, Florida 33156 (the "Consultant").

WITNESSETH:

WHEREAS, District desires to retain a consultant to provide certain professional and other services to the District, including, but not limited to, the installation of four (4) monitoring wells to delineate the onsite iron groundwater plume, soil borings and sampling, groundwater sampling, surface water sampling, preparation of a site assessment report, data analysis of the laboratory analytical results, provision of statistical and historical analysis after the laboratory results are received, and submittals to and coordination with DERM (the "Services"); and

WHEREAS, Consultant is willing and able to render such Services as set forth and more particularly described in the Consultant's proposal dated November 26, 2019 for Opportunity No. 090650129, attached hereto and made a part hereof as Exhibit A (the "Proposal").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1
RECITALS

1.1. Each recital set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1. Consultant hereby agrees to perform and timely provide the Services to the District, as set forth in the Proposal.

2.2 District agrees to assist and cooperate with Consultant in the performance of this Agreement by providing Consultant with information required in the performance of Consultant's services hereunder.

ARTICLE 3
TERM AND TERMINATION

3.1 This Agreement shall commence upon execution of the parties (the "Commencement Date") and continue, unless otherwise terminated as provided herein, for a term of one (1) calendar year, which shall automatically renew until Services have been completed rendered or the termination of the Agreement as set forth herein.

3.2 This Agreement may be terminated by either party with or without cause, immediately upon seven (7) calendar days written notice to the other party. Upon termination by either party, Consultant shall cease all work performed hereunder and District shall pay to Consultant any earned and unpaid portion of the compensation due Consultant pursuant to Article 4. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify District against any loss pertaining to this termination. Consultant shall furnish all documents, plans and work product belonging to District upon expiration or termination of the Agreement, provided all work performed has been paid in full.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1. District agrees to compensate Consultant on a lump sum basis pursuant to and in accordance with the Proposal a total amount for Consultant's Services under this Agreement not to exceed **TWENTY-THREE THOUSAND SEVEN HUNDRED FIVE AND 00/100 (\$23,705.00) DOLLARS.**

4.2 Consultant shall provide a statement for services rendered on a monthly basis providing the hours and Services provided. District shall remit payment for the Services described in the statement within thirty (30) days of accepting Consultant's statement. Upon written notice to Consultant, District may withhold

payment to Consultant, in whole or in part, for Consultant's failure to comply with the terms, conditions or requirements of this Agreement. Thereafter, the withheld amounts shall be paid upon Consultant's satisfactory demonstration of compliance to the District Manager.

4.3 Payment will be made by District to Consultant at the address provided in Article 6 hereinbelow, unless otherwise directed in writing by Consultant.

ARTICLE 5 **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

Within the scope of the Project, District or Consultant may request changes that would increase, decrease or otherwise modify the scope of Services to be provided under this Agreement. Such changes or additional services must be contained in a written amendment or addendum, executed by the parties hereto, with the same formality and with equal dignity herewith prior to any deviation from the term or scope of this Agreement, including the initiation of any additional or extra work. In no event will Consultant be compensated for any work which has not been described in this Agreement or in a separate written agreement or addendum executed by the Parties hereto.

ARTICLE 6 **MISCELLANEOUS**

6.1. General Insurance Requirements.

6.1.1. Consultant shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the District Manager of the District or his designee.

6.1.2. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the District Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the District. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.1.3. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Consultant shall furnish, upon renewal, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Consultant shall not continue to

perform services pursuant to this Agreement unless all required insurance remains in full force and effect.

6.1.4. Commercial General Liability Insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- \$1,000,000 Combined Single Limit – each occurrence
- \$1,000,000 Combined Single Limit – general aggregate
- \$1,000,000 Personal Injury

Consultant shall have its insurer name District as an additional insured or certificate holder on Consultant's General Liability policy.

6.1.5. Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the Consultant shall require the Subcontractors similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his subcontractors shall maintain during the life of this policy Employer's Liability Insurance. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer's Liability \$100,000 each accident
\$500,000 Disease-policy limit
\$100,000 Disease-each employee

If Consultant claims to be exempt from this requirement, Consultant shall provide District proof of such exemption along with a written request for District to exempt Consultant, written on Consultant's letterhead.

6.1.6. Professional Liability Insurance of \$1,000,000.00 per occurrence.

6.2. Indemnification.

6.2.1 Consultant shall indemnify and save harmless and defend the District, its elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the District or any third party arising out of, or by reason of, or resulting from errors, omissions, or negligent acts of Consultant, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments

and attorneys' fees arising out of or in connection with the performance by Consultant pursuant to this Agreement.

6.2.2 Consultant shall indemnify District for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. Consultant will defend and/or settle at its own expense, with legal counsel chosen by District, any action brought against the District to the extent that it is based on a claim that products or services furnished to District by Consultant pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

6.2.3 The parties to this Agreement recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

6.3. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Consultant is an independent contractor under this Agreement and not District's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with District, local, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. Consultant agrees that it is a separate and independent enterprise from District, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Consultant and District and District will not be

liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

6.4. **Assignments; Amendments.**

6.4.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of District. For purposes of this Agreement, any change of ownership of Consultant shall constitute an assignment which requires District approval. However, this Agreement shall run to District and its successors and assigns.

6.4.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.5 **Conflict of Interest.** Consultant agrees that it will avoid activities, investments and other situations which may conflict with its services provided to District. Consultant expressly agrees that it does not have any personal financial interest in any entity, direct or indirect or with any member of District's Board of Supervisors, or any person who is employed by District and does not represent any client whose interest is adverse to the interests of District. In the event a conflict of interest arises during the term of this Agreement, Consultant shall immediately disclose, in writing, the existence and nature of such conflict to District Manager. District Manager has the authority to suspend the services of Consultant until determination by District's Board of Supervisors what action shall be taken, up to and including termination of this Agreement. In the event this Agreement is terminated pursuant to this section, Consultant agrees to, upon request, assist District in its efforts to contact and engage qualified individuals to perform the Services under this Agreement.

6.6. **No Contingent Fees.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the District shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

6.7. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended

6.13. **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and costs.

6.14. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

6.15. **Records.** Consultant shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by District and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by District of any fees or expenses based upon such entries.

6.16. **Public Records.**

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

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Consultant or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Consultant transfers all public records to the District upon completion of the Agreement, the

Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Consultant acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Consultant, the Consultant shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Consultant acknowledges that should Consultant fail to provide the public records to the District within a reasonable time, Consultant may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

**WRATHELL, HUNT AND ASSOCIATES, LLC.
2300 GLADES ROAD #410W
BOCA RATON, FL 33431
TELEPHONE: (877) 276-0889
EMAIL: CERBONEC@WHHASSOCIATES.COM**

6.17. **Equal Employment Opportunity.** In the performance of this Agreement, the Consultant shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

6.18. **Waiver.** Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

By: _____

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair

_____ day of December, 2019

STEARNS CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC., a Virginia corporation, d/b/a SCS ENGINEERS

By: _____

Print Name

Name: _____

Title: _____

_____ day of December, 2019

Print Name

(CORPORATE SEAL)

EXHIBIT A

PROPOSAL

November 26, 2019
Opportunity No. 090650129

Via email to juan.alvarez@alvarezeng.com

Mr. Juan Alvarez
Landmark at Doral Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

**Subject: Landmark at Doral Community Development District
Change Order #3: Additional Environmental Services**

Dear Mr. Alvarez,

SCS Engineers (SCS) is providing this change order to address the additional environmental services at Landmark required by DERM in their November 13, 2019 letter. The proposed scope of services, assumptions and limitations, and fees are provided below.

SCOPE OF SERVICES

The following scope of services for the additional environmental services are described below:

Task 1 – Well Installation & Soil Sampling

SCS will install four (4) monitoring wells via hollow-stem auger to delineate the onsite iron groundwater plume. Under the supervision of SCS, JAEE, a Florida-licensed environmental driller, will install three (3) shallow monitoring wells (\$7,912.50 total or \$2,637.50/well) and one intermediate monitoring well (\$2,637.50 total). The four wells will require two developments.

In addition, SCS will advance 12 soil borings along the boundary of the property and around the lake from the 0-2' and 2-4' intervals. SCS will collect a total of 24 samples for analysis of iron and synthetic precipitation leaching procedure (SPLP) iron. The soil sampling will occur at the same time as the well installation. The soil sampling cost is reflected in the task fee.

Task 2 – Groundwater Sampling

SCS will conduct groundwater sampling at five monitoring wells over two days (\$2,423 or \$484.60/well). The additional time is due to turbidity issues historically encountered at the site. Samples will be submitted to Pace Analytical Laboratory (PACE) for analysis of iron and SPLP iron via EPA Method 6020.

Task 3 – Surface Water Sampling

SCS will subcontract PACE to collect the surface water samples from the lake (\$447). SCS will oversee sampling and provide the water-craft (e.g., canoe) needed to collect the samples (\$997). The samples will then be transported to PACE for analysis of iron.

Task 4 – Site Assessment Report Addendum and Historical Review

Upon receipt of soil and groundwater laboratory data, SCS will prepare a Site Assessment Report Addendum (SARA). The SARA will summarize the results of the sampling and provide recommendations to facilitate site closure (\$6,408). To supplement the SARA, SCS will review applicable historical reports and include data within the report that was requested by DERM (\$2,880).

ASSUMPTIONS AND LIMITATIONS

If the iron analytical data from the newly installed wells indicate exceedances of the iron cleanup target level, then SCS will recommend offsite delineation. This will include installation of additional monitoring wells offsite in public right-of-ways (ROWs). If this scenario happens, then SCS will prepare a change order to cover the cost of additional assessment.

There are no changes to the assumptions and limitations outlined in the previous change order.

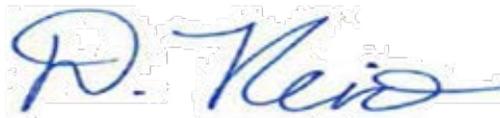
FEES AND SCHEDULE

Task	Reimbursable Expenses	Professional Services	Proposed Change Order No. 3 Budget Increase
Task 1 – Well Installation & Soil Sampling	\$6,820	\$3,730	\$10,550
Task 2 – Groundwater Sampling	\$0	\$2,423	\$2,423
Task 3 – Surface Water Sampling	\$447	\$997	\$1,444
Task 4 – SARA and Historical Review	\$0	\$9,288	\$9,288
Total Fee			\$23,705

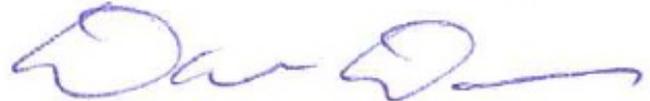
If you find this proposal acceptable, please issue an Addendum to the General Agreement for Consulting Services or a Work Agreement.

Please contact us at (305) 412-8185 if you have any questions or require any additional information.

Sincerely,



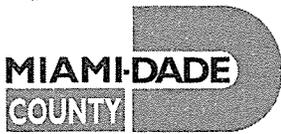
Dillon Reio, G.I.T.
Project Professional
SCS Engineers



Daniel Dietch
Project Director
SCS Engineers

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

7



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 4th Floor

Miami, Florida 33136-3912

T 305-372-6700 F 305-372-6982

miamidade.gov

November 13, 2019

Cindy Cerbone, District Manager
Landmark at Doral Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

CERTIFIED MAIL NO. 7018 0360 0001 4717 4227
RETURN RECEIPT REQUESTED

Re: Response to Comments/Sampling Plan dated September 30, 2019 and prepared by SCS Engineers (SCS) for the Landmark at Doral Community facility (SW-1656/File-24963) located at, near, or in the vicinity of Northwest 102nd Avenue and Northwest 66th Street (folio no. 35-3017-040-3050), Miami, Miami-Dade County, Florida.

Dear Ms. Cerbone:

The Department of Regulatory and Economic Resources-Division of Environmental Resources Management (DERM) has reviewed the above-referenced document received October 11, 2019. Be advised that DERM approves the sampling plan submitted in the above-referenced report with the following conditions:

1. DERM acknowledges that the onsite shallow monitoring wells AMW-1S through AMW-4S were replaced by MW-1, MW-2, MW-3, and MW-4 due to their propensity to purge dry. However, the iron groundwater concentration levels in the newly installed wells at MW-2 (6,300 µg/L), MW-3 (2,920 µg/L) and MW-4 (15,900 µg/L) continue to exceed applicable groundwater cleanup target levels (CTLs) and the Miami-Dade County background concentration. Furthermore, comment #2 of DERM's correspondence dated September 5, 2018 stated that delineation is required if iron exceedances were confirmed. Therefore, a representative number of shallow monitoring wells shall be installed to delineate the documented contaminant of concern (COC) at the property boundary or beyond if necessary. Be advised that based on the results, additional assessment may be required.
2. Be advised that the analytical results for iron in DMW-5 (i.e., 1,900 µg/L) on August 22, 2017 exceeded the applicable groundwater CTL and background concentration. Therefore, DMW-5 shall be re-sampled for iron. If the aforementioned monitoring well was abandoned, then an intermediate monitoring well (i.e., screened interval 25-30') shall be installed in the vicinity of DMW-5 and shall be sampled for iron. Based on the results, additional assessment may be required.
3. Be advised that soil samples were previously collected adjacent to monitoring wells AMW-1S through AMW-4S on October 9, 2018 and results indicate that iron Synthetic Precipitation Leaching Procedure (SPLP) concentrations exceeded the applicable groundwater CTL and background concentration. Please note that DERM is unclear of the purpose of the proposed soil borings. Therefore, if the intent is to collect confirmation samples, then two soil samples shall be collected within one (1) foot of the aforementioned borings which shall be analyzed for total iron and SPLP iron at the 0-2' and 2-4' intervals. Be advised that based on the results, additional assessment may be required.
4. DERM acknowledges SCS' response to comment #3 of DERM's correspondence dated September 5, 2018 noting that a Monitoring Only Plan (MOP) will be submitted to DERM for approval once delineation is completed.
5. Please note that DERM does not object to SCS' proposal to collect surface water samples from the lake to be analyzed for total iron from the shallow, intermediate and deep intervals. Be advised that based on the results, additional assessment may be required.
6. Please include a site map that depicts all historical borings and groundwater monitoring wells in the next submittal.

Delivering Excellence Every Day

Any portion of the site to be sold, transferred or dedicated (including for public right-of-way) shall be identified, and the receiving entity must be made aware of the contamination and accept any conveyance. If soil contamination, groundwater contamination, solid waste and/or methane will be addressed via a No Further Action with Conditions, each individual property owner will have to execute a restrictive covenant and each receiving entity must accept all applicable restrictions and responsibilities that are required following transfer of ownership. Please note that nothing stated herein may be interpreted to limit or restrict an engineer's or other professional's responsibility to prepare plans accurately and completely for proposed rights-of-way as well as any other projects or plans. For proposed dedications, any soil, groundwater or surface water contaminants or solid waste and/or methane must be disclosed to the receiving County or Municipality applicable department at the earliest stage possible; the presence of any such contamination and/or solid waste and/or methane impacts or a delay in disclosure of such contamination or impacts could result in the County declining to accept the proposed dedication, the need for the developer to reconfigure or change previously approved site plans, or other changes to the proposed development.

Be advised that the vertical and horizontal extent of the contaminant plume(s) shall be fully delineated. DERM has the option to split any samples deemed necessary with the consultant or laboratory at the subject site. The consultant collecting the samples shall perform field sampling work in accordance with the Standard Operating Procedures provided in Chapter 62-160, Florida Administrative Code (FAC), as amended. The laboratory analyzing the samples shall perform laboratory analyses pursuant to the National Environmental Laboratory Accreditation Program (NELAP) certification requirements. If the data submitted exhibits a substantial variance from DERM split sample analysis, a complete resampling using two independent certified laboratories will be required.

DERM shall be notified in writing a minimum of three (3) working days prior to the implementation of any sampling or field activities. Email notifications shall be directed to DERMPCD@miamidade.gov. Please include the DERM file number on all correspondence.

Based on the above, and pursuant to Sections 24-7(15), 24-7(26), 24-44(2)(g) of the Code, within sixty (60) days of receipt of this letter, you are hereby required to submit to DERM for review two copies of an addendum to the Site Assessment Report, one paper and one electronic PDF on CD, prepared in accordance with the Code, which shall address the above comments. A review fee of \$726.12 (\$675.5 review fee and \$50.66 RER surcharge) plus a past due of \$430 for a total of \$1156.12 shall be included with the submittal.

Failure to adhere to the items and timeframes stipulated above may result in enforcement action for this site.

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

If you have any questions concerning the above, please contact Richard Hilaire (Richard.Hilaire@miamidade.gov) of the Environmental Monitoring and Evaluation Section at (305) 372-6700.

Sincerely,



Wilbur Mayorga, P.E., Chief
Environmental Monitoring & Restoration Division

rh

cc: Lisa Smith, SCS Engineers (lsmith@scsengineers.com)
Zachary Griffin, Lennar Southeast Florida Division (Zachary.Griffin@Lennar.com)
Juan Santalla, Lennar Southeast Florida Division (Juan.Santalla@Lennar.com)

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

8

RESOLUTION 2020-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
LANDMARK AT DORAL COMMUNITY DEVELOPMENT
DISTRICT RELATING TO THE AMENDMENT OF THE ANNUAL
BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018,
AND ENDING SEPTEMBER 30, 2019**

WHEREAS, on September 13, 2018, pursuant to Resolution 2018-07, the Board of Supervisors (hereinafter referred to as the “Board”) of the Landmark at Doral Community Development District (hereinafter referred to as the “District”), adopted a Budget for Fiscal Year 2018/2019; and

WHEREAS, the Board desires to amend the previously adopted Fiscal Year 2018/2019 budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE LANDMARK AT DORAL COMMUNITY
DEVELOPMENT DISTRICT:**

Section 1. The Fiscal Year 2018/2019 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2019 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this ____ day of _____, 2019.

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND AMENDED BUDGET
FISCAL YEAR 2019
EFFECTIVE NOVEMBER 30, 2019**

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND AMENDED BUDGET
FISCAL YEAR 2019
EFFECTIVE NOVEMBER 30, 2019**

	FY 2019 Actual	FY 2019 Adopted Budget	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease)	FY 2019 Amended Budget
REVENUES					
Assessment levy: on-roll	\$ 93,806	\$ 92,816	\$ (990)	\$ 990	\$ 93,806
Assessment levy: off-roll					
North (Lennar)	31,219	21,229	(9,990)	9,990	31,219
South (EHOF Congress)	57,998	57,998	-	-	57,998
East (LDH)	-	9,990	9,990	(9,990)	-
Interest & miscellaneous	68	-	(68)	68	68
Total revenues	<u>183,091</u>	<u>182,033</u>	<u>(1,058)</u>	<u>1,058</u>	<u>183,091</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	40,080	40,080	-	-	40,080
Legal - general counsel					
Billing, Cochran, Lyles, Mauro & Ramsey	33,124	18,000	(15,124)	19,000	37,000
Engineering	29,204	7,500	(21,704)	23,500	31,000
Audit	8,300	8,300	-	-	8,300
Accounting services - debt service	5,305	5,305	-	-	5,305
Assessment roll preparation	11,395	11,395	-	-	11,395
Arbitrage rebate calculation	750	1,500	750	(750)	750
Dissemination agent	3,500	3,500	-	-	3,500
Trustee	3,709	5,500	1,791	(1,791)	3,709
Postage & reproduction	157	500	343	(343)	157
Printing & binding	500	500	-	-	500
Legal advertising	266	1,500	1,234	(1,234)	266
Office supplies	-	500	500	(500)	-
Annual district filing fee	175	175	-	-	175
Insurance: general liability	5,750	6,325	575	(575)	5,750
ADA website compliance	139	-	(139)	139	139
Website	635	650	15	(15)	635
Contingencies	713	2,145	1,432	(1,432)	713
Total professional & administrative	<u>143,702</u>	<u>113,375</u>	<u>(30,327)</u>	<u>35,999</u>	<u>149,374</u>

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND AMENDED BUDGET
FISCAL YEAR 2019
EFFECTIVE NOVEMBER 30, 2019**

	FY 2019 Actual	FY 2019 Adopted Budget	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease)	FY 2019 Amended Budget
Field operations					
Monitoring reports	-	5,400	5,400	-	5,400
Wetlands planting and earthwork	13,850	27,850	14,000	-	27,850
Environmental services	-	-	-	-	38,000
Area management services	22,405	24,442	2,037	-	24,442
Fence repair	-	1,000	1,000	(1,000)	-
Groundwater sampling	-	1,500	1,500	(1,500)	-
Annual permits & plat	3,628	5,500	1,872	-	5,500
Contingencies	-	2,000	2,000	(2,000)	-
Total field operations	<u>39,883</u>	<u>67,692</u>	<u>27,809</u>	<u>(4,500)</u>	<u>101,192</u>
Other fees and charges					
Property appraiser	-	483	483	(483)	-
Tax collector	937	483	(454)	454	937
Total other fees and charges	<u>937</u>	<u>966</u>	<u>29</u>	<u>(29)</u>	<u>937</u>
Total expenditures	<u>184,522</u>	<u>182,033</u>	<u>(2,489)</u>	<u>31,470</u>	<u>251,503</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,431)	-	1,431	(30,412)	(68,412)
Fund balance - beginning	68,786	57,115	(11,671)	11,671	68,786
Fund balance - ending	<u>\$ 67,355</u>	<u>\$57,115</u>	<u>\$(10,240)</u>	<u>\$ (18,741)</u>	<u>\$ 374</u>

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

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This instrument prepared by:

Michael J. Pawelczyk, Esq.
Billing, Cochran, Lyles,
Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR PROCESSING DATA

STORM WATER STORAGE AND RETENTION EASEMENT AND REIMBURSEMENT AGREEMENT

This Storm Water Storage and Retention Easement and Reimbursement Agreement (this "Agreement") is made as of the ___ day of _____, 20__ (the "Effective Date") by and between **LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose local government ("Grantor"), whose address is Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 and **TERRA ACON DORANDA DEVELOPMENTS, LLC**, a Florida limited liability company ("Grantee," together with the Grantor, the "Parties," and each a "Party"), whose Registered Agent address is NRAI Services, Inc., 1200 South Pine Island Road, Plantation, Florida, 33324.

WITNESSETH:

WHEREAS, Grantor is the owner of the real property more particularly described on **Exhibit "A"** attached hereto and made a part hereof ("Grantor Property"), upon which is located a conservation area utilized for stormwater retention (the "Conservation Area");

WHEREAS, Grantee is the owner of the real property more particularly described on **Exhibit "B"** attached hereto (the "Grantee Property," and together with the Grantor Property, the "Properties") upon which Grantee constructed a surface water management system to serve an approximately 17.27-acre residential development known as Doral Cay (the "Project"). The Project is described in more detail in South Florida Water Management District ("SFWMD") Permit No. 13-03909-P, Application No. 111227-28;

WHEREAS, Grantee is required to add 2.60 acre-feet of stormwater storage to Grantee's Project in order to satisfy Miami-Dade County's Regulatory & Economic Resources ("RER") cut and fill criteria for flood protection and proposes to construct an outfall to convey a portion of the stormwater runoff from Grantee Property to

Grantor Property in order to use a portion of the excess storage capacity that exists in Grantor Property. Grantee has submitted plans and calculations to SFWMD under Application No. 190614-9 demonstrating that the discharge of the additional runoff will not negatively impact Grantor Property;

WHEREAS, upon approval by governmental authorities, Grantee will install the outfall facilities over Grantee and Grantor Properties (the "Connection") as shown on **Exhibit "C"** attached hereto to transport up to 2.6 acre-feet of Doral Cay storm water storage (the "Runoff") from the Grantee Property (as the same may be improved by Grantee) to the Conservation Area as more particularly described herein;

WHEREAS, Grantor has agreed to grant to Grantee a perpetual non-exclusive easement over and across the Conservation Area to provide for the storage and retention of the Runoff (the "Easement") in accordance with the provisions hereinafter set forth; and

WHEREAS, in consideration for granting this Easement to the Grantee, Grantor acknowledges the receipt of the sum of **\$63,756.82** (the "Capital Contribution"), which sum equals the capital contribution cost associated with the 2.6 acre-feet of storm water storage granted to Grantee pursuant to this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants, benefits and agreements of the Parties and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees as follows:

1. Preamble. The foregoing recitations are true and correct and incorporated herein by reference.

2. Grant of Easement. Subject to the terms and conditions of this Agreement, Grantor hereby grants the Easement to, and for the benefit of, the Grantee. The Easement and rights granted hereby shall in all events be subject to all present and future governmental laws, rules and regulations (collectively, "Laws"). Grantee assumes all risks with respect thereto and, in the event of any change in any Laws that impairs or prevents the use by Grantee of the Easement or rights granted hereby, and Grantee shall have no claim against Grantor in connection therewith. The Easement and rights granted hereby are limited in scope, and in no event shall this Agreement be deemed to otherwise allow Grantee the right to access, occupy or otherwise use the Grantor Property or the Conservation Area, including, without limitation, the surface or subsurface thereof. Grantor reserves the right to use the Grantor Property and the Conservation Area for any purpose(s) not inconsistent with the terms and conditions of this Agreement.

3. Capital Contribution. By executing this Agreement, Grantor acknowledges receipt of the Capital Contribution.

4. Relocation. The Connection may, from time to time, be relocated and/or reconfigured by Grantor at its sole cost and expense as necessary to accommodate the

development of other property in the vicinity of the Properties, provided that any such relocation and/or reconfiguration (i) satisfies the requirements of the applicable governmental authorities and (ii) does not adversely impact the Grantee Property. In the event of such relocation and/or reconfiguration, either Party may request an amendment to this Agreement showing the new location and/or configuration of the Connection, which amendment shall be executed by the non-requesting Party within sixty (60) days after such request is made.

5. Maintenance. Grantor covenants and agrees that it will maintain the portion of the Connection within Grantor property and the Conservation Area in accordance with all applicable Laws. Grantee covenants and agrees that it will pay one hundred percent (**100%**) of all reasonable costs of such maintenance with respect to the Connection and **3.77%** of all reasonable costs of such maintenance with respect to the Conservation Area, plus an additional **\$300** per year for administrative costs (collectively, the "Maintenance Costs"). Initially at the time the parties entered into this Agreement, the **Fiscal Year 2020 Maintenance Costs amount to \$1,965.69** (\$1,666.69 + \$300). Grantor will invoice Grantee in advance on an annual basis for all or a portion of such Maintenance Costs based on the Grantor's approved annual budget, with an invoice dated on or about October 1st of each year. The Maintenance Costs shall be payable within thirty (30) days after receipt of written demand therefore along with a copy of all invoices or a copy of the Grantor's annual budget, as the case may be, evidencing such costs from Grantor. Grantee acknowledges that the Maintenance Costs will vary depending upon costs incurred by the District to maintain storm water management system operated by the Grantor. Grantee further acknowledges that should the acreage of the Grantee Property change in proportion to the total acreage that benefits from the Conservation Area, the percentages above shall be recalculated. Notwithstanding the foregoing, Grantor acknowledges and agrees that Grantor shall not be entitled to reimbursement for any Maintenance Costs which are proximately caused by the negligence or misconduct of Grantor (or its officers, directors, employees, agents, contractors, subcontractors, invitees, or licensees). Maintenance costs shall be paid in advance beginning with Grantee's connection to the Grantor stormwater system.

6. Indemnification. Grantee hereby agrees to indemnify, defend and hold harmless Grantor and its directors, officers, employees, contractors, agents, successors and assigns, from and against all claims, causes of actions, liabilities, obligations, judgments, damages, penalties, fines, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements), whether foreseen or unforeseen, directly or indirectly arising from (a) any Hazardous Substance released into or brought onto the Connection, Conservation Area and/or Grantor Property by Grantee or its agents, contractors or employees (collectively, the "Grantee Parties") (as a result of drainage or otherwise) or (b) injuries or death of persons and damage to property arising out of any grossly negligent acts, errors, omissions or willful conduct of the Grantee Parties or from any use by the Grantee Parties of the Easement and/or rights granted hereunder. As used herein, "Hazardous Substance" means any hazardous, toxic or harmful substance, waste, pollutant or contaminant (including, without limitation, asbestos, polychlorinated

biphenyls, petroleum products, flammable explosives, radioactive materials, infectious substances and raw materials which include hazardous constituents) and any other substance or material which is regulated by any applicable Laws.

7. Acknowledgment. Grantee acknowledges and agrees that Grantee shall be solely responsible for and shall keep Grantor fully apprised of the status of efforts to obtain, any permits required for the development of the Grantee Property and the drainage of Runoff into the Conservation Area. Grantee shall, upon written request by Grantor, promptly provide copies of all applications and other materials submitted or received with respect to such aforesaid drainage permits promptly after submittal to the applicable governmental agency.

8. Insurance. Grantee shall maintain commercial comprehensive general public liability insurance (including blanket contractual liability and personal injury, if available) in an amount no less than Five Million Dollars (\$5,000,000) covering its interest in the Easement and Grantee's improvements located therein (which amount shall be increased every ten (10) years to reflect any increases over the prior ten (10) years in the then latest Consumer Price Index, or equivalent, published by the United States Bureau of Labor Statistics, or successor, that includes metropolitan Miami-Dade County) ("Grantee's Insurance"). Grantee's Insurance shall: (i) have a deductible of no more than One Hundred Fifty Thousand Dollars (\$150,000), (ii) name Grantor as an additional named insured, and (iii) provide Grantor with thirty (30) days' prior written notice of any cancellation or modification of any policies. Notwithstanding anything to the contrary contained herein, Grantee's Insurance shall only apply in the event that Grantee (or its officers, directors, employees, agents, contractors, subcontractors, invitees, or licensees) is responsible for the injury or damage covered by Grantee's Insurance.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Properties. Any transferee of the Properties, or any portion thereof, shall automatically be deemed, by acceptance of the title to the Properties, or any portion thereof, to be subject to all of the terms of this Agreement.

10. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Properties to the general public or for general public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

11. Default. In the event of a default under this Agreement by a Party, the other Party shall have all rights and remedies available at law, in equity or under this Agreement. Without limiting the foregoing, in the event that Grantee fails to pay any amounts due or otherwise fails to perform its obligations under this Agreement, after fifteen (15) days prior written notice from the Grantor to Grantee (with a copy to any institutional lender which holds a first priority mortgage on the Grantee's Property (the "IFM") to the extent the contract information for such IFM is delivered by Grantee to Grantor, in writing, at least ten (10) days prior to the date such notice is delivered by Grantor (the "Disclosed IFM"))

reasonably specifying the amounts due or obligations to be performed, then Grantor shall have the right to: (a) pay such amounts or perform such obligations, whereupon the Grantee shall be obligated to reimburse Grantor for the costs so incurred by Grantor, together with interest at the rate of ten percent (10%) per annum, within ten (10) days after written notice from Grantor demanding payment and (b) if Grantee fails to so timely pay the same, Grantor shall have the right to record a lien against the Grantee Property for such amounts, together with accrued interest through the actual date of payment, which may be foreclosed in accordance with applicable Florida law and procedures for the foreclosure of liens against real property, unless the applicable amounts are sooner paid. In any action at law or in equity between the Parties occasioned by a default hereunder, the Prevailing Party shall be entitled to collect its reasonable attorneys' fees actually incurred in the action from the non-prevailing Party at trial and all appellate levels. As used herein, the term "Prevailing Party" shall mean the Party who receives substantially the relief sought. All Parties hereby fully waive any right to trial by jury to the extent that any such right shall exist with respect to this Agreement, or any claim, counterclaim or other action arising in connection therewith. Notwithstanding the foregoing, the lien granted herein in favor of Grantor shall be subject and subordinate to the first priority lien of any Disclosed IFM.

12. Notices. The notice address for Grantor is as specified above with a copy to Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, 6th Floor, Fort Lauderdale, Florida 3301, Attn Dennis E. Lyles, Esq. The notice address for Grantee is as specified above, with a copy to _____, _____, Attn: _____.

In the event of an assignment of the rights hereunder by either party or a transfer of either of the Properties, the notice addresses set forth herein shall be promptly updated by written notice to the Grantor or Grantee, as the case may be.

13. Estoppel. Upon the request of Grantee, which will not be made more than two times per calendar year, Grantor, within ten (10) business days after written request, shall furnish an estoppel letter to Grantee, mortgagee of Grantee, or any potential purchaser of Grantee's interest in the Grantee Property certifying that (a) this Agreement is in full force and effect, (b) that to the best knowledge of Grantor, Grantee is not in default under this Agreement, or if Grantee is in default, then specifying such default, and (c) that there are no sums due and owing to Grantor by Grantee, or if such sums are due and owing, then specifying the amount.

14. Transfer of the Grantee Property. In the event that Grantee sells or transfers the Grantee Property, Grantee shall be released from all responsibilities and liability under this Agreement accruing on or after the date on which Grantee no longer owns the Grantee Property (or any portion thereof), but not any liability accruing before such date and during such Grantee's period of ownership.

15. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action shall be Miami-Dade County, Florida.

(b) The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(c) Nothing in this Agreement shall be construed to make the Parties partners or joint ventures or render any of said owners liable for the debts or obligations of the other.

(d) Except as set forth in Section 4 above with respect to relocation and/or reconfiguration, this Agreement shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect without the prior written consent of the Parties. No consent or approval required pursuant to this Agreement shall be effective unless the same shall be in writing.

(e) With respect to words used in this Agreement, the singular shall include the plural, the plural the singular and use of any gender in this Agreement shall include all genders.

(f) No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the Party(ies) against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

(g) All Parties agree to execute such further documents as may be reasonably requested by any of the foregoing persons or entities to carry out the intent and purpose of this Agreement.

(h) The invalidation of any one of these covenants or provisions of this Agreement by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect to the maximum extent possible, consistent with such invalidation.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose local government

By: _____

Name: _____

Title: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of the Board of Supervisors for **LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose local government, on behalf of such entity, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best knowledge of each.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__.

Signature of Notary Public

(Notary Seal)

Name: _____

My Commission Expires: _____

**EXHIBIT "A" TO STORM WATER STORAGE AND RETENTION EASEMENT AND
REIMBURSEMENT AGREEMENT**

LEGAL DESCRIPTION OF GRANTOR PROPERTY

Tract T1 of Landmark at Doral, as recorded at PB 170, PG 059 and Tract Z3 of Landmark at Doral First Addition, as recorded at PB 171, PG 026 (a.k.a. Miami-Dade County Folio Numbers 35-3017-038-5280 and 35-3017-040-3430, respectively)

**EXHIBIT "B" TO STORM WATER STORAGE AND RETENTION EASEMENT AND
REIMBURSEMENT AGREEMENT**

LEGAL DESCRIPTION OF GRANTEE PROPERTY

Tracts A and D of Doral Cay, as recorded at PB 169, PG 074 (a.k.a. Miami-Dade County Folio Numbers 35-3017-035-1620 and 35-3017-035-1590, respectively)

**EXHIBIT "C" TO STORM WATER STORAGE AND RETENTION EASEMENT AND
REIMBURSEMENT AGREEMENT**

DEPICTION OF CONNECTION

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

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**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2019**

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2019**

	Major Funds					Total Governmental Funds
	General	Debt Service Series 2006	Debt Service Series 2016	Capital Projects Series 2006	Capital Projects Series 2016	
ASSETS						
Cash - SunTrust						
Unreserved	\$ 59,909	\$ -	\$ -	\$ -	\$ -	\$ 59,909
Reserved for parking garage	15	-	-	-	-	15
Reserved for south parcel	332	-	-	-	-	332
Reserved for army corp of engineers	362	-	-	-	-	362
Investments						
Revenue	-	419,668	75,646	-	-	495,314
Reserve	-	415,016	90,075	-	-	505,091
Prepayment - series A	-	73,881	-	-	-	73,881
Construction	-	-	-	-	713,649	713,649
Default expenditure account	-	1	-	-	-	1
Due from North (Lennar)*	15,609	-	-	-	-	15,609
Total assets	<u>\$ 76,227</u>	<u>\$ 908,566</u>	<u>\$ 165,721</u>	<u>\$ -</u>	<u>\$ 713,649</u>	<u>\$ 1,864,163</u>
LIABILITIES						
Liabilities						
Accounts payable	\$ 17,583	\$ -	\$ -	\$ -	\$ -	\$ 17,583
Due to Lennar	3,000	-	-	-	-	3,000
Total liabilities	<u>20,583</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,583</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts*	15,609	-	-	-	-	15,609
Total deferred inflows of resources	<u>15,609</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>15,609</u>
Fund balances						
Restricted for:						
Debt service	-	908,566	165,721	-	-	1,074,287
Capital projects	-	-	-	-	713,649	713,649
Unassigned	40,035	-	-	-	-	40,035
Total fund balances	<u>40,035</u>	<u>908,566</u>	<u>165,721</u>	<u>-</u>	<u>713,649</u>	<u>1,827,971</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 76,227</u>	<u>\$ 908,566</u>	<u>\$ 165,721</u>	<u>\$ -</u>	<u>\$ 713,649</u>	<u>\$ 1,864,163</u>

* In accordance with GAAP, all of the revenue that relates to receivables has been deferred as it has not been collected to date and is not available to finance the expenditures of the period.

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2019**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ -	\$ 156,473	0%
Assessment levy: off-roll				
North (Lennar)	-	-	21,229	0%
East (LDH)	-	-	4,995	0%
Interest & miscellaneous	4	4	-	N/A
Total revenues	<u>4</u>	<u>4</u>	<u>182,697</u>	0%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	3,340	3,340	40,080	8%
Legal - general counsel				
Billing, Cochran, Lyles, Mauro & Ramsey	-	-	18,000	0%
Engineering	-	-	7,500	0%
Audit	-	-	8,300	0%
Accounting services - debt service	442	442	5,305	8%
Assessment roll preparation	950	950	11,395	8%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	292	292	3,500	8%
Trustee	-	-	5,500	0%
Postage & reproduction	-	-	500	0%
Printing & binding	42	42	500	8%
Legal advertising	-	-	1,500	0%
Office supplies	-	-	500	0%
Annual district filing fee	-	-	175	0%
Insurance: general liability	5,894	5,894	6,325	93%
ADA website compliance	-	-	200	0%
Website	705	705	705	100%
Contingencies	49	49	1,890	3%
Total professional & administrative	<u>11,714</u>	<u>11,714</u>	<u>113,375</u>	10%

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2019**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations				
Monitoring reports	-	-	5,400	0%
Wetlands planting and earthwork	-	-	14,350	0%
Area management services	-	-	24,442	0%
Fence repair	-	-	1,000	0%
Groundwater sampling	-	-	15,000	0%
Annual permits & plat	-	-	5,500	0%
Contingencies	-	-	2,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>67,692</u>	0%
Other fees and charges				
Property appraiser	-	-	815	0%
Tax collector	-	-	815	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>1,630</u>	0%
Total expenditures	<u>11,714</u>	<u>11,714</u>	<u>182,697</u>	6%
Excess/(deficiency) of revenues over/(under) expenditures	(11,710)	(11,710)	-	
Fund balance - beginning	<u>51,745</u>	<u>51,745</u>	<u>68,926</u>	
Fund balance - ending	<u>\$ 40,035</u>	<u>\$ 40,035</u>	<u>\$ 68,926</u>	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2006
FOR THE PERIOD ENDED OCTOBER 31, 2019**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll (North)	\$ -	\$ -	\$ 980,567	0%
Special assessments - off roll* (North)	-	-	39,325	0%
Special assessments - off roll (North)	-	-	208,747	0%
Prepayment assessments	5,018	5,018	-	N/A
Interest				
Revenue - series A	530	530	-	N/A
Reserve - series A	617	617	-	N/A
Prepayment - series A	93	93	-	N/A
Total revenues	<u>6,258</u>	<u>6,258</u>	<u>1,228,639</u>	1%
EXPENDITURES				
Principal - series A	-	-	445,000	0%
Interest - series A	-	-	796,125	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>1,241,125</u>	0%
Other fees and charges				
Property appraiser	-	-	5,107	0%
Tax collector	-	-	5,107	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>10,214</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>1,251,339</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	6,258	6,258	(22,700)	
Fund balance - beginning	<u>902,308</u>	<u>902,308</u>	<u>813,213</u>	
Fund balance - ending	<u>\$ 908,566</u>	<u>\$ 908,566</u>	<u>\$ 790,513</u>	

* This revenue is related to the Series 2006 A Bonds in the original principal amount of \$1,920,000 that were anticipated to be cancelled/prepaid by Lennar Homes, LLC, the developer of the North Parcel, shortly after the Series 2006 A Bonds were partially cancelled in December of 2012. This assessment revenue represents the amount needed to subsidize the debt service on the current over-sized amount of the Series 2006 A Bonds. As of 05/01/2016, the amount needed to prepay the Series 2006 A Bonds to the amount capable of being supported by the units planned to be developed on the North Property parcel is \$1,890,000.

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2016
FOR THE PERIOD ENDED OCTOBER 31, 2019**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll	\$ -	\$ -	\$ 132,397	0%
Special assessments - off roll (East)	-	-	49,132	0%
Interest	177	177	-	N/A
Total revenues	<u>177</u>	<u>177</u>	<u>181,529</u>	0%
EXPENDITURES				
Principal	-	-	52,000	0%
Interest	-	-	128,823	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>180,823</u>	0%
Other fees and charges				
Property appraiser	-	-	690	0%
Tax collector	-	-	690	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>1,380</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>182,203</u>	0%
OTHER FINANCING SOURCES/(USES)				
Transfers out	(126)	(126)	-	N/A
Total other financing sources/(uses)	<u>(126)</u>	<u>(126)</u>	<u>-</u>	N/A
Excess/(deficiency) of revenues over/(under) expenditures	51	51	(674)	
Net change in fund balance	51	51	(674)	
Fund balance - beginning	165,670	165,670	163,928	
Fund balance - ending	<u>\$ 165,721</u>	<u>\$ 165,721</u>	<u>\$ 163,254</u>	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2006
FOR THE PERIOD ENDED OCTOBER 31, 2019**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ 92	\$ 92
Total revenues	92	92
 Excess/(deficiency) of revenues over/(under) expenditures	92	92
 Fund balance - beginning	(92)	(92)
Fund balance - ending	\$ -	\$ -

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2016
FOR THE PERIOD ENDED OCTOBER 31, 2019**

	Current Month	Year to Date
	<u> </u>	<u> </u>
REVENUES		
Interest & miscellaneous	\$ 1,000	\$ 1,000
Total revenues	<u>1,000</u>	<u>1,000</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,000	1,000
OTHER FINANCING SOURCES/(USES)		
Transfers in	<u>126</u>	<u>126</u>
Total other financing sources/(uses)	<u>126</u>	<u>126</u>
Net change in fund balance	1,126	1,126
Fund balance - beginning	712,523	712,523
Fund balance - ending	<u>\$ 713,649</u>	<u>\$ 713,649</u>

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2006 AMORTIZATION SCHEDULE**

Coupon: 5.500%

	Principal	Interest	Debt Service	Bond Balance
11/01/19	-	398,062.50	398,062.50	14,475,000
05/01/20	445,000.00	398,062.50	843,062.50	14,030,000
11/01/20	-	385,825.00	385,825.00	14,030,000
05/01/21	470,000.00	385,825.00	855,825.00	13,560,000
11/01/21	-	372,900.00	372,900.00	13,560,000
05/01/22	495,000.00	372,900.00	867,900.00	13,065,000
11/01/22	-	359,287.50	359,287.50	13,065,000
05/01/23	525,000.00	359,287.50	884,287.50	12,540,000
11/01/23	-	344,850.00	344,850.00	12,540,000
05/01/24	555,000.00	344,850.00	899,850.00	11,985,000
11/01/24	-	329,587.50	329,587.50	11,985,000
05/01/25	585,000.00	329,587.50	914,587.50	11,400,000
11/01/25	-	313,500.00	313,500.00	11,400,000
05/01/26	615,000.00	313,500.00	928,500.00	10,785,000
11/01/26	-	296,587.50	296,587.50	10,785,000
05/01/27	650,000.00	296,587.50	946,587.50	10,135,000
11/01/27	-	278,712.50	278,712.50	10,135,000
05/01/28	690,000.00	278,712.50	968,712.50	9,445,000
11/01/28	-	259,737.50	259,737.50	9,445,000
05/01/29	730,000.00	259,737.50	989,737.50	8,715,000
11/01/29	-	239,662.50	239,662.50	8,715,000
05/01/30	770,000.00	239,662.50	1,009,662.50	7,945,000
11/01/30	-	218,487.50	218,487.50	7,945,000
05/01/31	815,000.00	218,487.50	1,033,487.50	7,130,000
11/01/31	-	196,075.00	196,075.00	7,130,000
05/01/32	860,000.00	196,075.00	1,056,075.00	6,270,000
11/01/32	-	172,425.00	172,425.00	6,270,000
05/01/33	905,000.00	172,425.00	1,077,425.00	5,365,000
11/01/33	-	147,537.50	147,537.50	5,365,000
05/01/34	960,000.00	147,537.50	1,107,537.50	4,405,000
11/01/34	-	121,137.50	121,137.50	4,405,000
05/01/35	1,010,000.00	121,137.50	1,131,137.50	3,395,000
11/01/35	-	93,362.50	93,362.50	3,395,000
05/01/36	1,070,000.00	93,362.50	1,163,362.50	2,325,000
11/01/36	-	63,937.50	63,937.50	2,325,000
05/01/37	1,130,000.00	63,937.50	1,193,937.50	1,195,000
11/01/37	-	32,862.50	32,862.50	1,195,000
05/01/38	1,195,000.00	32,862.50	1,227,862.50	-
	14,475,000	9,249,075.00	23,724,075.00	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016 AMORTIZATION SCHEDULE**

	Principal	Interest	Debt Service	Bond Balance
11/01/19		64,411.25	64,411.25	2,696,000.00
05/01/20	52,000.00	64,411.25	116,411.25	2,644,000.00
11/01/20		63,436.25	63,436.25	2,644,000.00
05/01/21	54,000.00	63,436.25	117,436.25	2,590,000.00
11/01/21		62,423.75	62,423.75	2,590,000.00
05/01/22	56,000.00	62,423.75	118,423.75	2,534,000.00
11/01/22		61,373.75	61,373.75	2,534,000.00
05/01/23	58,000.00	61,373.75	119,373.75	2,476,000.00
11/01/23		60,286.25	60,286.25	2,476,000.00
05/01/24	60,000.00	60,286.25	120,286.25	2,416,000.00
11/01/24		58,861.25	58,861.25	2,416,000.00
05/01/25	63,000.00	58,861.25	121,861.25	2,353,000.00
11/01/25		57,365.00	57,365.00	2,353,000.00
05/01/26	67,000.00	57,365.00	124,365.00	2,286,000.00
11/01/26		55,773.75	55,773.75	2,286,000.00
05/01/27	70,000.00	55,773.75	125,773.75	2,216,000.00
11/01/27		54,111.25	54,111.25	2,216,000.00
05/01/28	73,000.00	54,111.25	127,111.25	2,143,000.00
11/01/28		52,377.50	52,377.50	2,143,000.00
05/01/29	77,000.00	52,377.50	129,377.50	2,066,000.00
11/01/29		50,548.75	50,548.75	2,066,000.00
05/01/30	80,000.00	50,548.75	130,548.75	1,986,000.00
11/01/30		48,648.75	48,648.75	1,986,000.00
05/01/31	84,000.00	48,648.75	132,648.75	1,902,000.00
11/01/31		46,653.75	46,653.75	1,902,000.00
05/01/32	88,000.00	46,653.75	134,653.75	1,814,000.00
11/01/32		44,563.75	44,563.75	1,814,000.00
05/01/33	93,000.00	44,563.75	137,563.75	1,721,000.00
11/01/33		42,355.00	42,355.00	1,721,000.00
05/01/34	97,000.00	42,355.00	139,355.00	1,624,000.00
11/01/34		40,051.25	40,051.25	1,624,000.00
05/01/35	102,000.00	40,051.25	142,051.25	1,522,000.00
11/01/35		37,628.75	37,628.75	1,522,000.00
05/01/36	107,000.00	37,628.75	144,628.75	1,415,000.00
11/01/36		35,087.50	35,087.50	1,415,000.00
05/01/37	112,000.00	35,087.50	147,087.50	1,303,000.00

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016 AMORTIZATION SCHEDULE**

	Principal	Interest	Debt Service	Bond Balance
11/01/37		32,427.50	32,427.50	1,303,000.00
05/01/38	118,000.00	32,427.50	150,427.50	1,185,000.00
11/01/38		29,625.00	29,625.00	1,185,000.00
05/01/39	124,000.00	29,625.00	153,625.00	1,061,000.00
11/01/39		26,525.00	26,525.00	1,061,000.00
05/01/40	130,000.00	26,525.00	156,525.00	931,000.00
11/01/40		23,275.00	23,275.00	931,000.00
05/01/41	136,000.00	23,275.00	159,275.00	795,000.00
11/01/41		19,875.00	19,875.00	795,000.00
05/01/42	143,000.00	19,875.00	162,875.00	652,000.00
11/01/42		16,300.00	16,300.00	652,000.00
05/01/43	151,000.00	16,300.00	167,300.00	501,000.00
11/01/43		12,525.00	12,525.00	501,000.00
05/01/44	159,000.00	12,525.00	171,525.00	342,000.00
11/01/44		8,550.00	8,550.00	342,000.00
05/01/45	167,000.00	8,550.00	175,550.00	175,000.00
11/01/45		4,375.00	4,375.00	175,000.00
05/01/46	175,000.00	4,375.00	179,375.00	-
Total	2,696,000.00	2,218,870.00	4,914,870.00	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

11

DRAFT

**MINUTES OF MEETING
LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Landmark at Doral Community Development District held multiple Public Hearings and Regular Meeting on November 14, 2019 at 10:00 a.m., at the Landmark at Doral Clubhouse, 10220 NW 66th Street, Doral, Florida 33178.

For Landmark at Doral CDD:

Teresa Baluja	Chair
Carmen Orozco	Vice Chair
Raisa Krause	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Mike Pawelczyk	District Counsel
Juan Alvarez (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 11:21 a.m. and stated the meeting could not begin at 10:00 a.m., as there was no quorum. She arrived at 10:00 a.m., and there was one member of the public with a question. Upon receiving Ms. Cerbone's answer, the woman felt no need to stay for the meeting.

Supervisors Baluja, Orozco and Krause were present, in person. Supervisors Ortiz and Yajnik were not present.

SECOND ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Refunding of Series 2006A Bonds to be Secured by Non-Ad Valorem Special Assessments, Pursuant to Sections 107.07, 190 and 197, Florida Statutes

41 **A. Third Supplemental Engineer’s Report *(for informational purposes)***

42 Ms. Cerbone presented the Supplemental Engineer’s Report, which was approved in
 43 substantial form at the last meeting, and highlighted the minor updates.

44

45 **On MOTION by Ms. Baluja and seconded by Ms. Orozco, with all in favor, the**
 46 **Third Supplemental Engineer’s Report, as presented, and the projects therein,**
 47 **was approved.**

48

49

50 **B. Third Supplemental Special Assessment Methodology Report *(for informational***
 51 ***purposes)***

52 Ms. Cerbone presented the Supplemental Special Assessment Methodology Report, and
 53 highlighted the minor updates.

54

55 **On MOTION by Ms. Krause and seconded by Ms. Orozco, with all in favor, the**
 56 **Third Supplemental Special Assessment Methodology Report, was approved.**

57

58

59 **C. Mailed Notice to Property Owners**

60 The mailed notice to property owners was included for informational purposes.

- 61 • ***Hear testimony from the affected property owners as to the property and***
 62 ***advisability of making the improvements and funding them with special***
 63 ***assessments on the property.***
- 64 • ***Thereafter, the governing authority shall meet as an equalizing board to hear***
 65 ***any and all complaints as to the special assessments on a basis of justice and***
 66 ***right.***

67 **D. Affidavit of Publication**

68 The affidavit of publication was provided for informational purposes.

69

70 **On MOTION by Ms. Baluja and seconded by Ms. Orozco, with all in favor, the**
 71 **Public Hearing was opened.**

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74 No members of the public spoke.

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On MOTION by Ms. Baluja and seconded by Ms. Orozco, with all in favor, the Public Hearing was closed.

Ms. Cerbone stated the governing authority, the Board, was now meeting as the Equalizing Board to hear any and all complaints. Receiving none, the Board resumed normal operations.

- E. Consideration of Resolution 2020-01, Authorizing the Refinancing of Certain District Projects; Setting Forth the Costs of Refinancing Certain Public Infrastructure Projects; Equalizing, Approving, Confirming and Levying Special Assessments on Property Specially Benefitted By Such Projects to Pay the Cost Thereof; Confirming and Adopting a Third Supplemental Special Assessment Methodology Report for the Special Assessment Bonds Series 2019A-1 and Series 2019A-2 (North Parcel Assessment Area); Confirming the Series 2019 Assessment Lien; Providing for the Payment of the 2019 Assessments; Providing for the Collection of the 2019 Assessments; Making Provisions for Transfers of Real Property to Governmental Bodies and Treatment of Property Exempt From Special Assessment; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date**

Ms. Cerbone presented Resolution 2020-01.

On MOTION by Ms. Baluja and seconded by Ms. Orozco, with all in favor, Resolution 2020-01, Authorizing the Refinancing of Certain District Projects; Setting Forth the Costs of Refinancing Certain Public Infrastructure Projects; Equalizing, Approving, Confirming and Levying Special Assessments on Property Specially Benefitted By Such Projects to Pay the Cost Thereof; Confirming and Adopting a Third Supplemental Special Assessment Methodology Report for the Special Assessment Bonds Series 2019A-1 and Series 2019A-2 (North Parcel Assessment Area); Confirming the Series 2019 Assessment Lien; Providing for the Payment of the 2019 Assessments; Providing for the Collection of the 2019 Assessments; Making Provisions for Transfers of Real Property to Governmental Bodies and Treatment of Property Exempt From Special Assessment; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date, was adopted.

113 **FOURTH ORDER OF BUSINESS**

Ratification of Absolute Bill of Sale

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Ms. Cerbone presented the Absolute Bill of Sale for the water and sewer facilities, which indemnifies the District and allows the Congress group to complete its water and sewer related work with the Miami-Dade County Water and Sewer Department (WASD).

On MOTION by Ms. Baluja and seconded by Ms. Orozco, with all in favor, the Absolute Bill of Sale, was ratified.

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122

123 **FIFTH ORDER OF BUSINESS**

Consideration of Ancillary Documents for Series 2019 Refunding Bonds

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125

126 **A. Declaration of Consent to Jurisdiction**

127 This item was included for informational purposes.

128 **B. True-Up Agreement**

129 **C. Lien of Record**

130 Mr. Pawelczyk reviewed the required documents associated with the Series 2019
131 Refunding Bonds.

132

On MOTION by Ms. Baluja and seconded by Ms. Orozco, with all in favor, the True-Up Agreement and the Lien of Record and authorizing execution, was approved.

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138 **SIXTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial Statements as of September 30, 2019

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140

141 Ms. Cerbone presented the Unaudited Financial Statements as of September 30, 2019.
142 There were expected "Professional & administrative" expenditure overages and the reverse
143 occurred for "Field operations." If total expenditures exceed budget, a meeting may be
144 necessary in December or January to adopt an amended budget.

145

On MOTION by Ms. Baluja and seconded by Ms. Orozco, with all in favor, the Unaudited Financial Statements as of September 30, 2019, were accepted.

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151 SEVENTH ORDER OF BUSINESS Approval of Minutes

152

153 A. September 12, 2019 Public Hearing and Regular Meeting

154 B. September 26, 2019 Special Meeting

155 Ms. Cerbone presented the September 12, 2019 Public Hearing and Regular Meeting
156 and the September 26, 2019 Special Meeting Minutes.

157

158 On MOTION by Ms. Baluja and seconded by Ms. Orozco, with all in favor, the
159 September 12, 2019 Public Hearing and Regular Meeting and the September
160 26, 2019 Special Meeting Minutes, as presented, were approved.

161

162

163 EIGHTH ORDER OF BUSINESS Staff Reports

164

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

166 There being no report, the next item followed.

167 B. District Engineer: *Alvarez Engineers, Inc.*

- 168 • Discussion: South Florida Water Management District Notice of Overdue
169 Monitoring Report – First Notice (Permit No. 13-02759-P, Application No.
170 040825-4, Miami-Dade County, S17/T53S/R40E

171 Mr. Alvarez presented the letter from the South Florida Water Management District
172 (SFWMD) and stated the fence was repaired and the signage was installed. The only
173 outstanding item was the annual monitoring report, which would be submitted next week. A
174 copy would be sent to the District.

175 C. District Manager: *Wrathell, Hunt and Associates, LLC*

- 176 ▪ Acceptance of Resignation of Supervisor Samir Yajnik [Seat 5]; Term Expires
177 November, 2020

178 This item was an addition to the agenda.

179 Ms. Cerbone presented Mr. Yajnik's resignation for consideration.

180

181 On MOTION by Ms. Baluja and seconded by Ms. Orozco, with all in favor, the
182 resignation of Mr. Samir Yajnik, dated November 14, 2019, was accepted.

183

184

185 Consideration of appointment of a new Supervisor would be placed on a future agenda.

186 • **NEXT MEETING DATE: December 12, 2019 at 10:00 A.M.**

187 Supervisors Baluja, Orozco and Krause confirmed their attendance at the December 12,
188 2019 meeting.

189

190 **NINTH ORDER OF BUSINESS**

Public Comments/Supervisors' Requests

191

192 There being no public comments or Supervisors' requests, the next item followed.

193

194 **TENTH ORDER OF BUSINESS**

Adjournment

195

196 There being nothing further to discuss, the meeting adjourned.

197

198

On MOTION by Ms. Krause and seconded by Ms. Orozco, with all in favor, the meeting adjourned at 11:44 a.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

12C

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2019/2020 MEETING SCHEDULE

LOCATION

offices of Lennar, 730 N.W. 107th Avenue, Suite 300, Miami, Florida 33172

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 10, 2019 CANCELED	Regular Meeting	10:00 AM
November 14, 2019*	Regular Meeting	10:00 A.M.
December 12, 2019	Regular Meeting	10:00 AM
January 9, 2020	Regular Meeting	10:00 AM
February 13, 2020	Regular Meeting	10:00 AM
March 12, 2020	Regular Meeting	10:00 AM
April 9, 2020	Regular Meeting	10:00 AM
May 14, 2020	Regular Meeting	10:00 AM
June 11, 2020	Regular Meeting	10:00 AM
July 9, 2020	Regular Meeting	10:00 AM
August 13, 2020	Regular Meeting	10:00 AM
September 10, 2020	Public Hearing & Regular Meeting	10:00 AM

Exception:

*** Meeting location for November 14 Meeting:**

Landmark at Doral Clubhouse, 10220 NW 66th Street, Doral, Florida 33178