

**LANDMARK AT
DORAL**

**COMMUNITY DEVELOPMENT
DISTRICT**

February 15, 2023

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

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

February 8, 2023

ATTENDEES:

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

Board of Supervisors
Landmark at Doral Community Development District

Dear Board Members:

The Board of Supervisors of the Landmark at Doral Community Development District will hold a Regular Meeting on February 15, 2023 at 4:00 p.m., at the Landmark Clubhouse, 10220 NW 66th Street, Doral, Florida 33178. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Supervisor, Juan Carlos Tellez [Seat 2] *(the following to be provided in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
4. Consider Appointment of Jorge Finol to Fill Unexpired Term of Seat 3; *Term Expires November 2026*
 - Administration of Oath of Office to Newly Appointed Supervisor
5. Consideration of Resolution 2023-01, Designating Certain Officers of the District, and Providing for an Effective Date
6. Consideration of Billing, Cochran, Lyles, Mauro & Ramsey, P.A., Adjustment to District Counsel Fee Structure

7. Updates
 - A. Response from SFWMD Regarding Enforcement Case No. 11428 [Encroachment of Signs in the Entry Wall and Unauthorized Filling of Wetlands]
 - B. Quit Claim Deed to Lennar Homes, LLC, of Tracts R and X, LANDMARK AT DORAL CENTRAL (correction re: 15 square feet)
8. Consideration of BrightView Landscape Services, Proposals for Extra Work
 - A. 3rd Quarter Maintenance
 - B. 4th Quarter Maintenance
9. Review of Responses to Request for Proposals (RFP) for Annual Audit Services
 - A. Affidavit of Publication
 - B. RFP Package
 - C. Respondents
 - I. Berger, Toombs, Elam, Gaines & Frank
 - I. Carr, Riggs & Ingram, LLC
 - III. Grau & Associates
 - D. Auditor Evaluation Matrix/Ranking
 - E. Award of Contract
10. Consent Agenda Items
 - A. Acceptance of Unaudited Financial Statements as of December 31, 2022
 - B. Approval of November 16, 2022 Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
 - B. District Engineer: *Alvarez Engineers, Inc.*
 - Brightview Landscape Services Quarterly Maintenance
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: March 15, 2023 at 4:00 PM

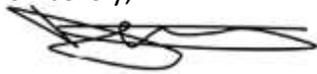
○ QUORUM CHECK

SEAT 1	ODEL TORRES	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	JUAN CARLOS TELLEZ	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	JORGE FINOL	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	SU WUN BOSCO LEU	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	TODD PATTERSON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

- 12. Public Comments
- 13. Supervisors' Requests
- 14. Adjournment

Please do not hesitate to contact me directly at (561) 909-7930 with any questions.

Sincerely,



Daniel Rom
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 528 064 2804

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

5

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Landmark at Doral Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. **Craig Wrathell** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Daniel Rom is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

[REMINADER OF THE PAGE IS INTENTIONALL LEFT BLANK]

PASSED AND ADOPTED this 15th day of February, 2023.

ATTEST:

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

6

LAW OFFICES

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

ESTABLISHED 1977

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

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

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

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

OF COUNSEL

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

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

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

January 31, 2023

VIA E-MAIL ONLY—romd@whhassociates.com

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

**Re: Adjustment to District Counsel Fee Structure
Landmark at Doral Community Development District
Our File: 589.04061**

Dear Craig:

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

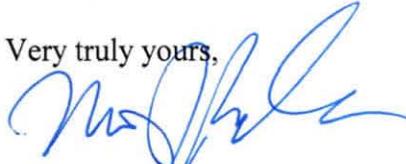
- Attorneys/Partners: \$300.00 per hour
- Attorneys/Associates: \$225.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor. The CPI has reflected a 36.6% increase since the year 2015 and we have not raised our fees during that time.

Mr. Daniel Rom
January 31, 2023
Page 2

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

Very truly yours,



Michael J. Pawelczyk
For the Firm

MJP/jmp

cc: Craig Wrathell, Wrathell, Hunt & Associates, LLC
Daphne Gillyard, Wrathell, Hunt & Associates, LLC

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

7A

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

7B

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

8A

Proposal for Extra Work at Landmark at Doral CDD - 3rd Quarter maintenance of areas on the attached map

Property Name	Landmark at Doral CDD - 3rd Quarter maintenance of areas on the attached map	Contact	Angel Camacho
Property Address	2300 Glades Rd Suite 410W Boca Raton , FL 33431	To Billing Address	Landmark at Doral CDD 2300 Glades Rd Suite 410W Boca Raton, FL 33431
Project Name	Landmark at Doral CDD - 3rd Quarter maintenance of areas on the attached map		
Project Description	Quarterly maintenance of attached map as per specifications below		

Scope of Work

QTY	UoM/Size	Material/Description
1.00	EACH	Quarterly weed spraying of cracks in sidewalk and landscaped areas along conservation area on NW 104th Path, NW 62nd Ave, and NW102nd Ave. See attached map marked in blue and red.
1.00	EACH	Quarterly trimming back of all vegetation on 62nd St from 102nd Ave to NW 104th Path, including 2' behind guardrail
1.00	EACH	Quarterly weed removal in landscape bed marked in blue on the attached map

Images

landmark CDD map



For internal use only

SO# 8001468
JOB# 353800000
Service Line 130

Total Price

\$1,539.35

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
4155 East Mowry Dr, Homestead, FL 33033 ph. (305) 258-8011 fax (305) 258-0809

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature _____	Title _____
	December 19, 2022
Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"
Account Manager Exterior

Signature _____	Title _____
	December 19, 2022
Printed Name _____	Date _____

Job #: 353800000
SO #: 8001468 **Proposed Price: \$1,539.35**

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

8B

Proposal for Extra Work at Landmark at Doral CDD - 4th Quarter maintenance of areas on the attached map

Property Name	Landmark at Doral CDD - 4th Quarter maintenance of areas on the attached map	Contact	Angel Camacho
Property Address	2300 Glades Rd Suite 410W Boca Raton , FL 33431	To Billing Address	Landmark at Doral CDD 2300 Glades Rd Suite 410W Boca Raton, FL 33431
Project Name	Landmark at Doral CDD - 4th Quarter maintenance of areas on the attached map		
Project Description	Quarterly maintenance of attached map as per specifications below		

Scope of Work

QTY	UoM/Size	Material/Description
1.00	EACH	Quarterly weed spraying of cracks in sidewalk and landscaped areas along conservation area on NW 104th Path, NW 62nd Ave, and NW102nd Ave. See attached map marked in blue and red.
1.00	EACH	Quarterly trimming back of all vegetation on 62nd St from 102nd Ave to NW 104th Path, including 2' behind guardrail
1.00	EACH	Quarterly weed removal in landscape bed marked in blue on the attached map

Images

landmark CDD map



For internal use only

SO# 8001470
JOB# 353800000
Service Line 130

Total Price

\$1,539.35

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
4155 East Mowry Dr, Homestead, FL 33033 ph. (305) 258-8011 fax (305) 258-0809

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
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11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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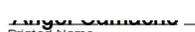
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17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

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NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature	Title
	December 19, 2022
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"
Account Manager Exterior

Signature	Title
Shannon Denouden	December 19, 2022
Printed Name	Date

Job #: 353800000
SO #: 8001470 **Proposed Price: \$1,539.35**

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

9A

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

9B

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

9ci

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

9C11

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

9CIII

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

9D

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

**CONSENT
AGENDA**

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2022**

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2022**

	Major Funds				Total Governmental Funds
	General	Debt Service Series 2016	Debt Service Series 2019	Capital Projects Series 2016	
ASSETS					
Cash - SunTrust					
Unreserved	\$ 1,726,888	\$ -	\$ -	\$ -	\$ 1,726,888
Reserved for parking garage	15	-	-	-	15
Reserved for south parcel	333	-	-	-	333
Reserved for army corp of engineers	362	-	-	-	362
Investments					
Revenue	-	25,192	262,156	-	287,348
Reserve	-	90,790	-	-	90,790
Interest	-	-	10	-	10
Interest A2	-	-	5	-	5
Reserve - senior	-	-	366,800	-	366,800
Reserve - subordinate	-	-	161,500	-	161,500
Construction	-	-	-	37,419	37,419
Due from other funds					
General	-	154,239	914,251	-	1,068,490
Due from debt service 2016	-	-	-	37,919	37,919
Due from Merged	5,374	-	37,069	-	42,443
Due from North (Lennar)*	4,837	-	-	-	4,837
Total assets	<u>\$ 1,737,809</u>	<u>\$ 270,221</u>	<u>\$ 1,741,791</u>	<u>\$ 75,338</u>	<u>\$ 3,825,159</u>
LIABILITIES					
Liabilities					
Due to other funds					
Debt service 2016	\$ 154,239	\$ -	\$ -	\$ -	\$ 154,239
Debt service 2019	914,251	-	-	-	914,251
Capital projects fund	-	37,919	-	-	37,919
Accrued contracts payable	-	-	-	4,633	4,633
Due to Lennar	3,000	-	-	-	3,000
Total liabilities	<u>1,071,490</u>	<u>37,919</u>	<u>-</u>	<u>4,633</u>	<u>1,114,042</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred receipts	10,211	-	37,069	-	47,280
Total deferred inflows of resources	<u>10,211</u>	<u>-</u>	<u>37,069</u>	<u>-</u>	<u>47,280</u>
Fund balances					
Restricted for:					
Debt service	-	232,302	1,704,722	-	1,937,024
Capital projects	-	-	-	70,705	70,705
Assigned					
3 months working capital	135,638	-	-	-	135,638
Doral Cay stormwater	34,067	-	-	-	34,067
Unassigned	486,403	-	-	-	486,403
Total fund balances	<u>656,108</u>	<u>232,302</u>	<u>1,704,722</u>	<u>70,705</u>	<u>2,663,837</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,737,809</u>	<u>\$ 270,221</u>	<u>\$ 1,741,791</u>	<u>\$ 75,338</u>	<u>\$ 3,825,159</u>

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 382,250	\$ 447,208	\$ 522,556	86%
Interest & miscellaneous	12	17	-	N/A
Total revenues	<u>382,262</u>	<u>447,225</u>	<u>522,556</u>	86%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	8,608	0%
Management/accounting/recording	3,340	10,020	41,282	24%
Legal - general counsel				
Billing, Cochran, Lyles, Mauro & Ramsey	605	605	18,000	3%
Engineering	1,199	2,199	25,000	9%
Audit	-	-	8,900	0%
Accounting services - debt service	442	1,326	5,305	25%
Assessment roll preparation	949	2,849	11,395	25%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	292	875	3,500	25%
Trustee	-	-	5,500	0%
Postage & reproduction	-	-	500	0%
Printing & binding	42	125	500	25%
Legal advertising	-	-	1,500	0%
Office supplies	-	-	500	0%
Annual district filing fee	-	175	175	100%
Insurance: general liability	-	6,886	7,205	96%
ADA website compliance	-	-	210	0%
Website	-	705	705	100%
Contingencies	43	135	1,000	14%
Total professional & administrative	<u>6,912</u>	<u>25,900</u>	<u>141,285</u>	18%

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations				
Monitoring reports	-	-	3,600	0%
Wetlands planting and earthwork	-	-	5,500	0%
Wetland Vegetation trimming	-	-	10,500	0%
Area management services	-	-	7,000	0%
Landscape Improvements	-	-	31,500	0%
Security services	-	-	150,000	0%
Fountain	-	-	20,000	0%
Fountain - O&M	-	-	6,500	0%
Fence install - wetlands	-	-	19,500	0%
Fence repair	-	-	2,500	0%
Groundwater sampling	-	-	12,500	0%
Environmental investigation	-	-	47,500	0%
Annual permits	-	-	6,000	0%
Roadway maintenance	-	-	1,000	0%
Pedestrian crossing signage	-	-	1,000	0%
Drainage system maintenance	-	-	20,000	0%
Capital outlay	-	-	15,000	0%
Contingencies	-	-	14,607	0%
Total field operations	<u>-</u>	<u>-</u>	<u>374,207</u>	0%
Other fees and charges				
Property appraiser & tax collector	<u>3,822</u>	<u>4,472</u>	<u>5,444</u>	82%
Total other fees and charges	<u>3,822</u>	<u>4,472</u>	<u>5,444</u>	82%
Total expenditures	<u>10,734</u>	<u>30,372</u>	<u>520,936</u>	6%
Excess/(deficiency) of revenues over/(under) expenditures	371,528	416,853	1,620	
Fund balance - beginning	<u>284,580</u>	<u>239,255</u>	<u>169,125</u>	
Fund balance - ending (projected)	<u>656,108</u>	<u>656,108</u>	<u>170,745</u>	
Assigned				
3 months working capital	135,638	135,638	135,638	
Doral Cay stormwater	34,067	34,067	34,067	
Unassigned	<u>486,403</u>	<u>486,403</u>	<u>1,040</u>	
Fund balance - ending	<u>\$ 656,108</u>	<u>\$ 656,108</u>	<u>\$ 170,745</u>	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2016
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll	\$ 133,167	\$ 155,796	\$ 182,046	86%
Interest	411	1,222	-	N/A
Total revenues	<u>133,578</u>	<u>157,018</u>	<u>182,046</u>	86%
EXPENDITURES				
Principal	-	-	58,000	0%
Interest	-	61,374	122,748	50%
Total expenditures	<u>-</u>	<u>61,374</u>	<u>180,748</u>	34%
Other fees and charges				
Property appraiser & tax collector	1,332	1,558	1,896	82%
Total other fees and charges	<u>1,332</u>	<u>1,558</u>	<u>1,896</u>	82%
Total expenditures	<u>1,332</u>	<u>62,932</u>	<u>182,644</u>	34%
OTHER FINANCING SOURCES/(USES)				
Transfers out	(37,919)	(37,919)	-	N/A
Total other financing sources/(uses)	<u>(37,919)</u>	<u>(37,919)</u>	<u>-</u>	N/A
Excess/(deficiency) of revenues over/(under) expenditures	94,327	56,167	(598)	
Fund balance - beginning	137,975	176,135	174,517	
Fund balance - ending	<u>\$ 232,302</u>	<u>\$ 232,302</u>	<u>\$ 173,919</u>	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll	\$ 789,349	\$ 923,486	\$ 1,079,080	86%
Interest	2,110	5,639	-	N/A
Total revenues	<u>791,459</u>	<u>929,125</u>	<u>1,079,080</u>	86%
EXPENDITURES				
Principal	-	-	640,000	0%
Interest	-	210,450	420,900	50%
Total expenditures	<u>-</u>	<u>210,450</u>	<u>1,060,900</u>	20%
Other fees and charges				
Property appraiser & tax collector	7,894	9,235	11,240	82%
Total other fees and charges	<u>7,894</u>	<u>9,235</u>	<u>11,240</u>	82%
Total expenditures	<u>7,894</u>	<u>219,685</u>	<u>1,072,140</u>	20%
Excess/(deficiency) of revenues over/(under) expenditures	783,565	709,440	6,940	
Fund balance - beginning	921,157	995,282	1,019,116	
Fund balance - ending	<u>\$ 1,704,722</u>	<u>\$ 1,704,722</u>	<u>\$ 1,026,056</u>	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2016
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year to Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Construction in progress	<u>500</u>	<u>500</u>
Total expenditures	<u>500</u>	<u>500</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (500)	 (500)
 OTHER FINANCING SOURCES/(USES)		
Transfers in	<u>37,919</u>	<u>37,919</u>
Total other financing sources/(uses)	<u>37,919</u>	<u>37,919</u>
 Net change in fund balance	 37,419	 37,419
Fund balance - beginning	<u>33,286</u>	<u>33,286</u>
Fund balance - ending	<u>\$ 70,705</u>	<u>\$ 70,705</u>

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

	Principal	Interest	Debt Service	Bond Balance
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	2,590,000.00	1,963,175.00	4,553,175.00	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019 SENIOR BONDS AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/21			146,175.00	146,175.00	9,745,000.00
05/01/22	445,000.00	3.000%	146,175.00	591,175.00	9,300,000.00
11/01/22			139,500.00	139,500.00	9,300,000.00
05/01/23	460,000.00	3.000%	139,500.00	599,500.00	8,840,000.00
11/01/23			132,600.00	132,600.00	8,840,000.00
05/01/24	475,000.00	3.000%	132,600.00	607,600.00	8,365,000.00
11/01/24			125,475.00	125,475.00	8,365,000.00
05/01/25	490,000.00	3.000%	125,475.00	615,475.00	7,875,000.00
11/01/25			118,125.00	118,125.00	7,875,000.00
05/01/26	500,000.00	3.000%	118,125.00	618,125.00	7,375,000.00
11/01/26			110,625.00	110,625.00	7,375,000.00
05/01/27	520,000.00	3.000%	110,625.00	630,625.00	6,855,000.00
11/01/27			102,825.00	102,825.00	6,855,000.00
05/01/28	535,000.00	3.000%	102,825.00	637,825.00	6,320,000.00
11/01/28			94,800.00	94,800.00	6,320,000.00
05/01/29	550,000.00	3.000%	94,800.00	644,800.00	5,770,000.00
11/01/29			86,550.00	86,550.00	5,770,000.00
05/01/30	565,000.00	3.000%	86,550.00	651,550.00	5,205,000.00
11/01/30			78,075.00	78,075.00	5,205,000.00
05/01/31	585,000.00	3.000%	78,075.00	663,075.00	4,620,000.00
11/01/31			69,300.00	69,300.00	4,620,000.00
05/01/32	600,000.00	3.000%	69,300.00	669,300.00	4,020,000.00
11/01/32			60,300.00	60,300.00	4,020,000.00
05/01/33	620,000.00	3.000%	60,300.00	680,300.00	3,400,000.00
11/01/33			51,000.00	51,000.00	3,400,000.00
05/01/34	640,000.00	3.000%	51,000.00	691,000.00	2,760,000.00
11/01/34			41,400.00	41,400.00	2,760,000.00
05/01/35	660,000.00	3.000%	41,400.00	701,400.00	2,100,000.00
11/01/35			31,500.00	31,500.00	2,100,000.00
05/01/36	680,000.00	3.000%	31,500.00	711,500.00	1,420,000.00
11/01/36			21,300.00	21,300.00	1,420,000.00
05/01/37	700,000.00	3.000%	21,300.00	721,300.00	720,000.00
11/01/37			10,800.00	10,800.00	720,000.00
05/01/38	720,000.00	3.000%	10,800.00	730,800.00	-
Total	9,745,000.00		2,840,700.00	12,585,700.00	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019 SUBORDINATED BONDS AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/21			73,684.38	73,684.38	4,000,000.00
05/01/22	175,000.00	3.125%	73,684.38	248,684.38	3,825,000.00
11/01/22			70,950.00	70,950.00	3,825,000.00
05/01/23	180,000.00	3.125%	70,950.00	250,950.00	3,645,000.00
11/01/23			68,137.50	68,137.50	3,645,000.00
05/01/24	185,000.00	3.125%	68,137.50	253,137.50	3,460,000.00
11/01/24			65,246.88	65,246.88	3,460,000.00
05/01/25	195,000.00	3.375%	65,246.88	260,246.88	3,265,000.00
11/01/25			61,956.25	61,956.25	3,265,000.00
05/01/26	200,000.00	3.375%	61,956.25	261,956.25	3,065,000.00
11/01/26			58,581.25	58,581.25	3,065,000.00
05/01/27	205,000.00	3.375%	58,581.25	263,581.25	2,860,000.00
11/01/27			55,121.88	55,121.88	2,860,000.00
05/01/28	215,000.00	3.375%	55,121.88	270,121.88	2,645,000.00
11/01/28			51,493.75	51,493.75	2,645,000.00
05/01/29	220,000.00	3.375%	51,493.75	271,493.75	2,425,000.00
11/01/29			47,781.25	47,781.25	2,425,000.00
05/01/30	230,000.00	3.375%	47,781.25	277,781.25	2,195,000.00
11/01/30			43,900.00	43,900.00	2,195,000.00
05/01/31	240,000.00	4.000%	43,900.00	283,900.00	1,955,000.00
11/01/31			39,100.00	39,100.00	1,955,000.00
05/01/32	245,000.00	4.000%	39,100.00	284,100.00	1,710,000.00
11/01/32			34,200.00	34,200.00	1,710,000.00
05/01/33	255,000.00	4.000%	34,200.00	289,200.00	1,455,000.00
11/01/33			29,100.00	29,100.00	1,455,000.00
05/01/34	270,000.00	4.000%	29,100.00	299,100.00	1,185,000.00
11/01/34			23,700.00	23,700.00	1,185,000.00
05/01/35	280,000.00	4.000%	23,700.00	303,700.00	905,000.00
11/01/35			18,100.00	18,100.00	905,000.00
05/01/36	290,000.00	4.000%	18,100.00	308,100.00	615,000.00
11/01/36			12,300.00	12,300.00	615,000.00
05/01/37	300,000.00	4.000%	12,300.00	312,300.00	315,000.00
11/01/37			6,300.00	6,300.00	315,000.00
05/01/38	315,000.00	4.000%	6,300.00	321,300.00	-
Total	4,000,000.00		1,519,306.25	5,519,306.25	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

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

The Board of Supervisors of the Landmark at Doral Community Development District held a Regular Meeting on November 16, 2022, at 4:00 p.m., at The Landmark Clubhouse, 10220 NW 66th Street, Doral, Florida 33178.

Present for Landmark at Doral CDD:

Su Wun Bosco Leu	Chair
Todd Patterson	Vice Chair
Odel Torres	Assistant Secretary

Also present were:

Daniel Rom	District Manager
Michael Pawelczyk	District Counsel
Juan Alvarez	District Engineer
Jorge Finol	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 4:07 p.m. Supervisors Bosco, Patterson and Torres were present, in person. Supervisor-Elect Tellez was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Allied Universal Security Services Proposal

• **Third Amendment to Maintenance and Parking Enforcement Agreement**

Mr. Rom compared Allied Universal Security Services Proposals and various scopes of services.

The meeting recessed briefly and reconvened at 4:09 p.m.

Mr. Rom stated the \$165,000 proposal exceeds the \$150,000 budgeted for Fiscal Year 2023 but the contract amount, if approved, will be offset since the contract would commence later in Fiscal Year 2023.

40 Discussion ensued regarding determining the number of security hours allotted to the
41 CDD compared to the HOA, the CDD’s tax exempt status, termination clause and the HOA
42 managing the contract for both entities.

43 Mr. Rom was advised to negotiate a contract with the HOA. The CDD and HOA contracts
44 should include language in the indemnification and insurance clauses that name both parties as
45 additional insured.

46

On MOTION by Mr. Bosco and seconded by Mr. Patterson, with all in favor, the Allied Universal Security Services Proposal, in a not-to-exceed amount of \$165,000, and authorizing District Counsel to prepare an Agreement and for the Chair or Vice Chair to execute, was approved.

51

52

On MOTION by Mr. Bosco and seconded by Mr. Torres, with all in favor, the Fourth Amendment to the Maintenance and Parking Enforcement Agreement with the HOA and authorizing the Chair or Vice Chair to execute, was approved.

57

58

FOURTH ORDER OF BUSINESS

Authorization of Request for Proposals (RFP) for Annual Audit Services

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62 Mr. Rom presented a request for a rate increase of about \$1,600, of which the CDD
63 budgeted \$8,900, from McDirmit Davis, the CDD’s current Auditor. The Board decided to put
64 the contract out to bid; bid results will be presented at the January meeting.

65

On MOTION by Mr. Bosco and seconded by Mr. Torres, with all in favor, authorizing the District Manager to advertise a Request for Proposals for Annual Audit Services, was approved.

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FIFTH ORDER OF BUSINESS

Updates

72

A. Response from FPL to Relocate 17 Palms

74 Mr. Rom stated that Florida Power & Light (FPL) responded that it can give the CDD gift
75 cards for \$150 per tree in lieu of relocating the 17 palm trees.

76 This item will be removed from future agendas.

77 **B. Response from SFWMD Regarding Enforcement Case No. 11428 [Encroachment of**
78 **Signs in the Entry Wall and Unauthorized Filling of Wetlands]**

79 Mr. Rom stated that a response from the South Florida Water Management District
80 (SFWMD) regarding the information that Lennar sent is pending.

81 **C. Quit Claim Deed to Lennar Homes, LLC, of Tracts R and X, LANDMARK AT DORAL**
82 **CENTRAL (correction re: 15 square feet)**

83 Mr. Rom stated that the response from Lennar’s Attorney is pending.

84 Mr. Bosco stated that the CDD owns several small pieces of property that should be
85 conveyed to the builders.

86

87 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-01,
Declaring a Vacancy in Seat 3 of the Board
of Supervisors Pursuant to Section
190.006(3)(B), Florida Statutes; and
Providing for an Effective Date**

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93 Mr. Rom presented Resolution 2023-01.

94

95 **On MOTION by Mr. Patterson and seconded by Mr. Torres, with all in favor,**
96 **Resolution 2023-01, Declaring a Vacancy in Seat 3 of the Board of Supervisors**
97 **Pursuant to Section 190.006(3)(B), Florida Statutes; and Providing for an**
98 **Effective Date, was adopted.**

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Mr. Pawelczyk stated that the Board has 90 days to fill vacant Seat 3 but, if the Board appoints someone today, it must re-appoint them or someone else later, as the term of Seat 3 does not officially expire until November 22, 2022. Mr. Rom stated that Supervisor-Elect Tellez was elected unopposed to Seat 2 in the General Election and will be sworn in after the two-week grace period to allow for challenges to expire.

▪ **Appointment to Fill Vacant Seat 3/Administration of Oath of Office to Newly Appointed Supervisor**

This item was an addition to the agenda.

Mr. Bosco nominated Mr. Jorge Finol to fill Seat 3. No other nominations were made.

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On MOTION by Mr. Patterson and seconded by Mr. Torres, with all in favor, the appointment of Mr. Jorge Finol to fill Seat 3, was approved.

Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Jorge Finol. He will review the Supervisor’s package with Mr. Finol after the meeting.

SEVENTH ORDER OF BUSINESS **Consent Agenda Items**

Mr. Rom presented the following:

- A. Acceptance of Unaudited Financial Statements as of September 30, 2022**
The next financial statements will reflect the correction to the construction fund.
- B. Approval of September 13, 2022 Public Hearings and Regular Meeting Minutes**

On MOTION by Mr. Patterson and seconded by Mr. Bosco, with all in favor, the Consent Agenda Items, as presented, were accepted and approved.

EIGHTH ORDER OF BUSINESS **Staff Reports**

- A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.***
There was no report.
- B. District Engineer: *Alvarez Engineers, Inc.***

Mr. Alvarez distributed and reviewed the final Environmental Monitoring Report submitted to the SFWMD and stated that, per the Covenant, the CDD will be required to monitor the area in perpetuity. He reviewed photographs of the area and distributed a \$10,883.11 BrightView proposal dated October 26, 2022 in which the Environmental Consultant suggested planting upland plants. He responded to questions about the quantity and pricing.

Mr. Alvarez distributed BrightView proposals to trim vegetation on 62nd Avenue for the first and second six-month periods.

Discussion ensued regarding the frequency to spray and trim separately and pricing.

Mr. Alvarez will obtain proposals for quarterly spraying and/or weeding and annual trimming, when needed.

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On MOTION by Mr. Bosco and seconded by Mr. Torres, with all in favor, the BrightView proposal, with the addition of spraying services, in a not-to-exceed amount of \$4,000, was approved.

Mr. Alvarez presented proposals submitted in April to install a fountain and lighting. He will confirm that the pricing has not changed and provide an update at the next meeting.

On MOTION by Mr. Bosco and seconded by Mr. Torres, with all in favor, the proposals to install a fountain and lighting, in an amount not-to-exceed 10% above the original proposal amount of \$14,383, was approved.

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

- **NEXT MEETING DATE: December 21, 2022 at 4:00 P.M.**
- **QUORUM CHECK**

The December 21, 2022 meeting was cancelled. The next meeting will be held on January 18, 2023.

Discussion ensued regarding future agenda items, difficulty obtaining proposals and the ability to establish a quorum in January.

Mr. Pawelczyk discussed the RFP process.

NINTH ORDER OF BUSINESS

Public Comments

There were no public comments.

TENTH ORDER OF BUSINESS

Supervisors' Requests

There were no Supervisors' requests.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Finol and seconded by Mr. Torres, with all in favor, the meeting adjourned at 5:09 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

B

INVOICE



Sold To: 24570091
Landmark at Doral CDD
Attn Angel Camacho
2300 Glades Rd Ste 410W
Boca Raton FL 33431

Customer #: 24570091
Invoice #: 8273718
Invoice Date: 1/30/2023
Sales Order: 7985198
Cust PO #:

Project Name: Landmark at Doral CDD - Quarterly weed control spraying and removal of dead weeds
Project Description: Weed spraying of cracks in sidewalk and under the guardrail 62nd St from 102nd Ave to NW 104th Path

Job Number	Description	Qty	UM	Unit Price	Amount
353800000	Misc - BVLS Kendall				
	Quarterly weed spraying of cra	1.000	EA	362.87	362.87
	Quarterly trimming back of all	1.000	EA	588.24	588.24
	Quarterly weed removal in land	1.000	EA	588.24	588.24
Total Invoice Amount					1,539.35
Taxable Amount					
Tax Amount					
Balance Due					1,539.35

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 305 258-8011

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 24570091
Invoice #: 8273718
Invoice Date: 1/30/2023

Amount Due: \$ 1,539.35

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Landmark at Doral CDD
Attn Angel Camacho
2300 Glades Rd Ste 410W
Boca Raton FL 33431

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

**Proposal for Extra Work at
Landmark at Doral CDD - 1st Quarter maintenance of areas on the
attached map**

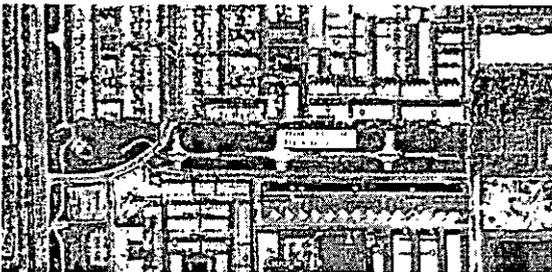
Property Name	Landmark at Doral CDD - 1st Quarter maintenance of areas on the attached map	Contact	Angel Camacho
Property Address	2300 Glades Rd Suite 410W Boca Raton , FL 33431	To Billing Address	Landmark at Doral CDD 2300 Glades Rd Suite 410W Boca Raton, FL 33431
Project Name	Landmark at Doral CDD - 1st Quarter maintenance of areas on the attached map		
Project Description	Quarterly maintenance of attached map as per specifications below		

Scope of Work

QTY	UoM/Size	Material/Description
1.00	EACH	Quarterly weed spraying of cracks in sidewalk and landscaped areas along conservation area on NW 104th Path, NW 62nd St , and NW102nd Ave. See attached map marked in blue and red.
1.00	EACH	Quarterly trimming back of all vegetation on 62nd St from 102nd Ave to NW 104th Path, including 2' behind guardrail
1.00	EACH	Quarterly weed removal in landscape bed marked in blue on the attached map

Images

landmark CDD map



For internal use only

SO# 7985198
JOB# 353800000
Service Line 130

Total Price \$1,539.35

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
4155 East Mowry Dr, Homestead, FL 33033 ph. (305) 258-8011 fax (305) 258-0809

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractors license if required by State or local law and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc., and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Contractor.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls or is controlled by or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means at or about the time this proposal was prepared. The price quoted in this proposal for the work described is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any collective work proposed herein cannot guarantee exact results. Professional engineering, architectural and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to, concrete brick lined trunks, metal roots, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer hereafter at a per annum rate of 15% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Contractor:

Bosco Lu
Bosco Lu (Jan 9, 2023 13:54 EST)
Signature

Title: CDD Chairman

Su Wun Bosco Lu
Printed Name

Date: December 19, 2022

BrightView Landscape Services, Inc. "Contractor"

Signature

Title

Shannon Denouden

December 19, 2022

Printed Name

Date

Job #: 35380000

SO #: 7985198

Proposed Price: \$1,539.35

Landmark at Doral CDD - 1st Quarter Maintenance of areas on the attached map SO 7985198 (004)

Final Audit Report

2023-01-05

Created:	2023-01-05
By:	Daniel Rom (romd@whhassociates.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAClhrVhRM6dopKiB-Y65x3FdKq1_7qwjq

"Landmark at Doral CDD - 1st Quarter Maintenance of areas on the attached map SO 7985198 (004)" History

-  Document created by Daniel Rom (romd@whhassociates.com)
2023-01-05 - 6:52:03 PM GMT- IP address: 8.17.47.234
-  Document emailed to bosco.leu@gmail.com for signature
2023-01-05 - 6:52:29 PM GMT
-  Email viewed by bosco.leu@gmail.com
2023-01-05 - 6:53:26 PM GMT- IP address: 108.226.110.35
-  Signer bosco.leu@gmail.com entered name at signing as Bosco Leu
2023-01-05 - 6:54:15 PM GMT- IP address: 108.226.110.35
-  Document e-signed by Bosco Leu (bosco.leu@gmail.com)
Signature Date: 2023-01-05 - 6:54:17 PM GMT - Time Source: server- IP address: 108.226.110.35
-  Agreement completed.
2023-01-05 - 6:54:17 PM GMT







**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

C

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2022 CANCELED	Regular Meeting	4:00 PM
November 16, 2022	Regular Meeting	4:00 PM
December 21, 2022 CANCELED	Regular Meeting	4:00 PM
January 18, 2023 CANCELED	Regular Meeting	4:00 PM
February 15, 2023	Regular Meeting	4:00 PM
March 15, 2023	Regular Meeting	4:00 PM
April 19, 2023	Regular Meeting	4:00 PM
May 17, 2023	Regular Meeting	4:00 PM
June 21, 2023	Regular Meeting	4:00 PM
July 19, 2023	Regular Meeting	4:00 PM
August 16, 2023	Regular Meeting	4:00 PM
September 20, 2023	Regular Meeting	4:00 PM