

LANDMARK AT DORAL

**COMMUNITY DEVELOPMENT
DISTRICT**

October 16, 2024

**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

October 9, 2024

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 a Regular Meeting on October 16, 2024 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. Ratification of Brightview Landscape Services, Inc. Landscape & Irrigation Services Agreement
4. Discussion/Consideration of Brightview Landscape Services, Inc. Landscape & Irrigation Services Agreement
 - A. Contract Summary
 - B. Rust and Irrigation
5. Discussion/Consideration of Amendment to UNUS Property Management, LLC Field Management Agreement
 - A. Evening Visits and Expansion of Scope
 - B. Reporting
6. Update: 66th Street Lighting Project
7. Discussion/Consideration
 - A. Sidewalk Project Related Items
 - I. 305 Residential Repairs LLC Estimate #189
 - II. Florida Sidewalk Solutions, LLC [Sidewalk Safety Evaluation and Quote – 152 Trip Hazards \$17,865.96]

- III. Headley Construction Group, Inc. Estimate #1561 [163 Trip Hazards - \$21,725]
- B. Brightview Landscape Services
 - I. Proposal for Extra Work [Animal Waste Station Installation for Pedestrian Pathway]
 - II. Quality Site Assessments [August and September 2024]
 - III. Quality Site Assessment – HOA Areas [September 2024]
 - IV. Quality Site Assessments – South [August and September 2024]
- C. Drainage Maintenance Phasing [Storm Drain Cleaning – Phases 2, 3 and 4]
- D. Presentation of Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank
 - I. Consideration of Resolution 2025-01, Hereby Accepting the Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2023
8. Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
9. Consent Agenda Items **(5 minutes)**
 - A. Acceptance of Unaudited Financial Statements as of August 31, 2024
 - B. Approval of September 12, 2024 Public Hearings and Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
 - B. District Engineer: *Alvarez Engineers, Inc.*
 - C. Field Operations Manager: *UNUS Property Management, LLC*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: November 20, 2024 at 4:00 PM

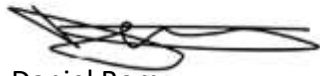
○ QUORUM CHECK

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

11. Public Comments
12. Supervisors' Requests
13. 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**

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LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of October 2024 (the “Effective Date”), by and between:

Landmark at Doral Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami–Dade County, Florida, and having offices at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and **BRIGHTVIEW LANDSCAPE SERVICES, INC., a Florida corporation**, whose business address is 980 Jolly Road, Suite 300, Blue Bell, Pennsylvania 19422, and whose local address is 4155 E. Mowry Drive, Homestead, Florida 33033 (“Contractor,” and collectively with the District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a “Project Manual,” and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by the Contractor; and

WHEREAS Contractor desires to provide such services and represents that it is qualified to do so.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas attached hereto as **EXHIBIT D** (The “Work”). The Contractor agrees that the Landscape Maintenance Areas are the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor shall perform the Work consistent with the presently established, high-quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. The contractor shall solely be responsible for the means, manners, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, the Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform

all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

The contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

The contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on the property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Daniel Rom, and Kristen Thomas to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then, within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to

submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of October 1, 2024 and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- A. Work under this Agreement shall begin October 1, 2024, and end September 30, 2025 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for three (3) annual renewals of the same terms set forth herein, in the District's sole discretion.
- B. As compensation for the Work, the District agrees to pay Contractor **TWO HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED FIFTY-THREE AND 56/100 DOLLARS (\$294,653.56)** per year, in monthly amounts of twenty-four thousand five hundred fifty-four and 46/100 dollars (\$24,554.46). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form – Part IV – Pricing ("Contract Amount"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- C. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT**

- B).** Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- D. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be emailed or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- E. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. The contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due to the Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- A. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
- i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not

- less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
- iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- B. Each insurance policy required by this Contract shall:
- i. Apply separately to each insured against whom a claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- C. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor commence or continue work.
- D. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- E. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- F. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- G. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- H. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- I. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from

all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement, or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. The contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical

sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by the Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms (“Requisitions”) for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor’s possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District’s issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules,

regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

24. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

26. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

27. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

28. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

29. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Landmark at Doral Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Landmark At Doral District Counsel
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

B. If to Contractor: Brightview Landscape Services Inc.
4155 East Mowry Drive
Homestead, Florida 33033
Attn: Charles Gonzalez

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

30. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

31. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Miami Dade County, Florida.

32. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Wrathell, Hunt & Associates, LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877)276-0889, OR BY EMAIL AT

**WRATHELLC@WHHASSOCIATES.COM, OR BY
REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W,
BOCA RATON, FLORIDA 33431.**

33. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

34. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

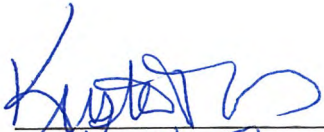
35. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

36. **ANTI-HUMAN TRAFFICKING AFFIDAVIT.** Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

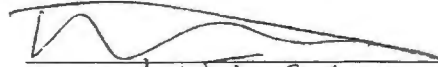
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IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

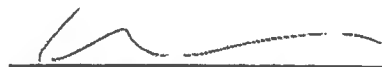
ATTEST:


By: Krista Thomas
☐ Secretary
☒ Assistant Secretary

LANDMARK AT DORAL
COMMUNITY DEVELOPMENT
DISTRICT


By: Odel Torres
☒ Chairperson
☒ Vice Chairperson
for per v. son
Date: _____

ATTEST:


By: Shannon Alvarez
Its: Senior Account Manager

BRIGHTVIEW LANDSCAPE
SERVICES, INC.

Darren McDonough
By: Darren McDonough
Its: Senior Vice President
Date: 9/23/24

Exhibit A: Scope of Services
Exhibit B: Proposal Pricing (Part IV of Proposal Form)
Exhibit C: Other Forms
Exhibit D: Maintenance Map

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 1/4) inches & Zoysia at a height of one (1) to one and one half (1 1/2) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at anyone mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counterclockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. The contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours of the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted, when necessary, upon prior approval.

Pond Mowing - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4 1/2) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water’s edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away

from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after the threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. The contractor shall sterilize all pruning equipment

prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. The contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. The condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblane expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will THE CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Miami-Dade County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF MIAMI- DADE COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
September	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
September	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

All Bermuda Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
April	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
May	A complete fertilizer based on soil tests.
June	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
September	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to the owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY**

HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER. Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUND COVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUND COVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until the correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf - Insect and disease control spraying on turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections, the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. The contractor shall pay for the chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also, include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms, and Plants - The Contractor is responsible for the treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. The contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. The contractor will be fully responsible for the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. The contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. The contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems, it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 83 zones, 2 controllers, 2 pump stations & 1 well).

These inspections shall include:

A. Irrigation Controllers

1. Semi automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon execution of the Agreement, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions, and all watering restrictions of Miami-Dade County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner. Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace annuals per planting in designated areas and maintain annuals to ensure a healthy appearance up to 4 times per year. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to any changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of chocolate brown mulch, 1 inch thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The District reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]

EXHIBIT "B"

PROPOSAL PRICING (PART IV OF PROPOSAL FORM)

**PROPOSAL FORM
PART IV PRICING**

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change the pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work listed in Parts 1, 2 and 3 below in accordance with said specifications and frequencies, for the sums that follow:

PART 1

Service Areas 1, 2, 3 and 4 as listed in the Tables below (All labor and materials)

Year 1

LANDSCAPE AND IRRIGATION SCOPE OF WORK AND SCHEDULE OF SERVICES FOR PRICING (REFER TO EXHIBIT "D" OF THE LANDSCAPE & IRRIGATION SERVICES AGREEMENT FOR THE LOCATION OF THE LOCATION OF THE MAINTENANCE SERVICE AREAS.)

Service Description	Proposed Number and Type of Personnel	Number of Services												Total Serv.	Yearly Price (\$)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Service 1: Turf Mowing, Hedges, Shrubs, Ground Covers, Trees, Palms Onsite Gardeners (Monday through Friday)						5	5	5	5	5				25	39,750
Onsite Gardeners (Monday through Friday)		4	4	5	4						4	4	4	29	34,090
Rotary Mowing, Edging, String Trimming		2	2	2	2	3	4	4	4	3	2	2	2	32	54,880
Porter Service 1/2 day pickup (Monday through Friday)		4	4	5	4	5	5	4	5	4	4	4	4	52	12,420
Selective Shear and Prune Shrubs		1	1	1	1	1	1	1	1	1	1	1	1	12	Included
Manual and Chemical Bed and Paver Weed Control		1	1	1	1	1	1	1	1	1	1	1	1	12	Included
Prune Small Palms (up to 12') and Ornamental Trees		1	1	1	1	1	1	1	1	1	1	1	1	12	Included
Manage Property & Communications		4	4	5	4	5	5	4	5	4	4	4	4	52	Included
Manager to Provide		1	1	1	1	1	1	1	1	1	1	1	1	12	Included

LANDSCAPE AND IRRIGATION SCOPE OF WORK AND SCHEDULE OF SERVICES FOR PRICING (REFER TO EXHIBIT "D" OF THE LANDSCAPE & IRRIGATION SERVICES AGREEMENT FOR THE LOCATION OF THE MAINTENANCE SERVICE AREAS.)

Service Description	Proposed Number and Type of Personnel	Number of Services												Total Serv.	Yearly Price (\$)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Proactive Proposals															
Monthly Inspection Report (Quarterly Assessment)		1	1	1	1	1	1	1	1	1	1	1	1	12	3,600
Vertical Trimming of Vegetation 2' Behind Guardrail on 62 St	*up to 8' ft clearance	1			1			1			1			4	8,604
Trimming 2' Behind Back of Sidewalk 102 Av, 104 Path at Conservation Area.	*up to 8' ft clearance	1			1			1			1			4	16,704
Total Yearly Price for Service 1															\$170,048
Service 2:															
Irrigation and Water Management		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Irrigation Inspection Check and Adjust		1	1	1	1	1	1	1	1	1	1	1	1	12	17,820
Zone by Zone Irrigation Report of Findings and Observations		1	1	1	1	1	1	1	1	1	1	1	1	12	Included
Irrigation Rust System (Refilling Chemical Tanks)		1	1	1	1	1	1	1	1	1	1	1	1	12	7,200
Total Yearly Price for Service 2															25,020
Service 3:															
Agronomic Program		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Seasonal Turf Fertilization		1			1					1		1		4	2,016
Turf Insect Control - Arena @ .4 lb/Acre				1				1						2	Included
Turf Insect Control - Talstar @ .2 lb/Acre							1			1				2	Included
Turf Weed Control -				1										1	Included

LANDSCAPE AND IRRIGATION SCOPE OF WORK AND SCHEDULE OF SERVICES FOR PRICING (REFER TO EXHIBIT "D" OF THE LANDSCAPE & IRRIGATION SERVICES AGREEMENT FOR THE LOCATION OF THE MAINTENANCE SERVICE AREAS.)

Service Description	Proposed Number and Type of Personnel	Number of Services												Total Serv.	Yearly Price (\$)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Barricade (pre emergent)															
Turf Weed Control - Multiple Emergents			1		1						1	1		4	Included
Palm/Tree and Shrub Fertilization		1			1					1		1		4	3,024
IPM Program for Palms and Ornamentals		1		1		1		1		1		1		6	2,000
Soil Analysis Reports														0	0
Total Yearly Price for Service 3															\$7,040
Service 4:															
Annual Flowers, Mulching, Tree Care															
Common Area Much Refresh		1			1			1			1			4	2,120
Mulch - Full Site Mulch Installation at 1"				1										1	17,000
Mulch - Parks and Medians Installation at 1"							1					1		2	9,540
Harwood Pruning Over 10'	Lift & Light Clearance					1								1	19,500
270-4" Potted Annuals at End of Median at 66 St & 104 Path		1			1			1			1			4	3,227.60
300-4" Potted Annuals at End of Median at 66 St & Main Entrance		1			1			1			1			4	3,585.96
100-4" Potted Annuals at End of Median at 66 St & 102 Ave		1			1			1			1			4	1,195.32
200-4" Potted Annuals at North and South Circle of 104 Path Median		1			1			1			1			4	2,390.72
300-4" Potted Annuals at 3 Corners of Triangle S of Median 104 Path		1			1			1			1			4	3,585.96

LANDSCAPE AND IRRIGATION SCOPE OF WORK AND SCHEDULE OF SERVICES FOR PRICING (REFER TO EXHIBIT "D" OF THE LANDSCAPE & IRRIGATION SERVICES AGREEMENT FOR THE LOCATION OF THE MAINTENANCE SERVICE AREAS.)

Service Description	Proposed Number and Type of Personnel	Number of Services												Total Serv.	Yearly Price (\$)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Total Yearly Price for Service 4															\$62,145.56
Leaf Clean-up and removal		2	2	2	2	3	4	4	4	3	2	2	2	32	\$30,400

PART 2

**LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$ <u>42.00</u>	Hour
B.	Bush-Hog w/operator	\$ <u>110.00</u>	Hour
C.	Tractor w/operator	\$ <u>110.00</u>	Hour
D.	Supervisor with Transportation	\$ <u>95.00</u>	Hour
E.	Laborer with hand equipment	\$ <u>42.00</u>	Hour
F.	Truck w/driver	\$ <u>195.00</u>	Hour
G.	Irrigation Tech	\$ <u>75.00</u>	Hour
H.	Granular Pesticide Applicator		
	Person with Drop Spreader	\$ <u>75.00</u>	Hour
I.	Liquid Pesticide Applicator		
	Person with Spray Truck	\$ <u>95.00</u>	Hour
J.	Granular Fertilizer Applicator		
	Person with Drop Applicator	\$ <u>75.00</u>	Hour
K.	Liquid Fertilizer Applicator		
	Person with Spray Truck	\$ <u>95.00</u>	Hour
L.	Granular Weed Control Applicator		
	Person with Drop Applicator	\$ <u>75.00</u>	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	\$ <u>95.00</u>	Hour

- | | | | |
|----|---|------------|---------|
| N. | Laborer for Additional Trash Pick-Up | \$42.00 | Hour |
| O. | Lump Sum Mowing ⁽¹⁾ , entire community | \$1,715.00 | Per Mow |

PART 3

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

- | | | | |
|----|--|----------|----------|
| A. | Debris removal personnel unit costs: | | |
| | <u>General Landscape Labor</u> | \$65.00 | per Hour |
| | <u>Chainsaw Operator</u> | \$135.00 | per Hour |
| | <u>Driver Operator</u> | \$75.00 | per Hour |
| B. | Debris removal equipment unit costs: | | |
| | <u>Backhoe</u> | \$150.00 | per Hour |
| | <u>Delivery/Pick up</u> | \$500.00 | per Hour |
| | <u>Flatbed Truck</u> | \$75.00 | per Hour |
| C. | Other emergency/disaster related unit costs: | | |
| | <u>Water Truck</u> | \$175.00 | per Hour |
| | <u>Tree Trimming Per day 3 man crew</u> | \$3,600 | per DAY |
| | <u>Stump Grinder with Operator</u> | \$260.00 | per Hour |

Costs for equipment and personnel are only payable when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of _____ ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this August day of 21 , 2024.

Proposer: Brightview Landscape Services Inc.

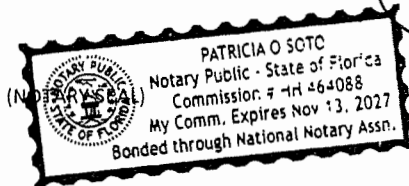
By: [Signature]

Title: VPGM

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of August, 2024, by Charles Gonzalez as VPGM of Brightview Landscape Services Inc., who appeared before me this day in person, and who is either personally known to me, or produced as identification.



[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: [Signature]
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT "C"

OTHER FORMS

DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

***The board will require a monthly report (known as a QSA) to be sent to the district office by the 2nd of each month relating to the month prior related to all areas serviced.**

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

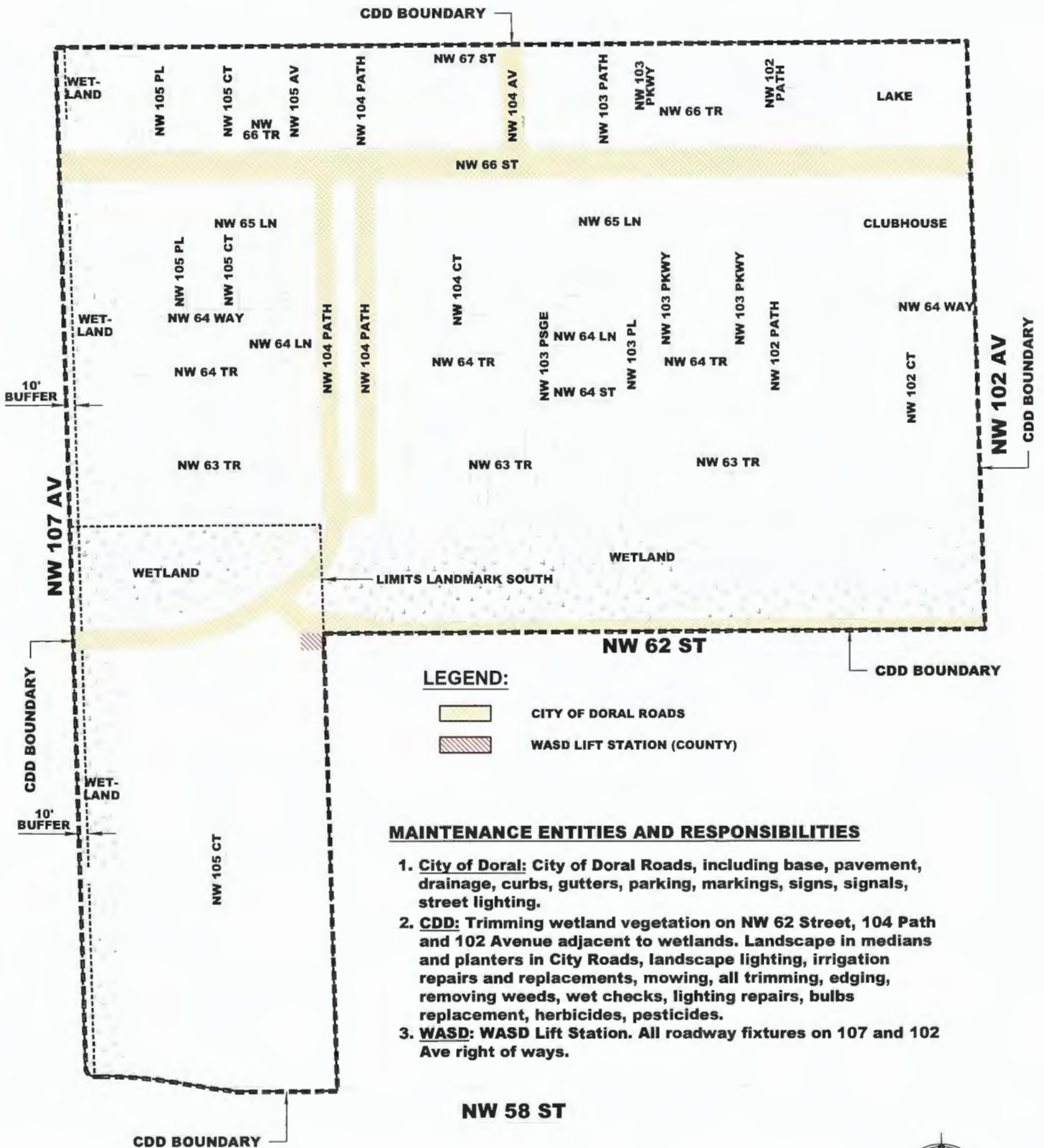
PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)



ALVAREZ ENGINEERS, INC.

LANDMARK AT DORAL CDD

CITY AND COUNTY PROPERTIES

EXHIBIT 3

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Landmark of Doral Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, it will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.

3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: BrightView Landscape Services, Inc.

NAME: Jenna Crawford

TITLE: Branch Manager

SIGNATURE: [Signature]

DATE: October 2, 2024

STATE OF FLORIDA
COUNTY OF Miami -Dade

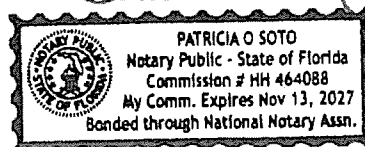
SWORN TO (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of October, 2024.

by Jenna Crawford in his/her capacity as Branch Manager for BrightView Landscape (name of Nongovernmental Entity).

[Signature]
NOTARY PUBLIC

☒ Personally Known OR
☐ Produced Identification

Type of Identification Produced



**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

5

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

FIELD MANAGEMENT AGREEMENT

THIS FIELD MANAGEMENT AGREEMENT (the “Agreement”) is made and entered into this 23 day of September, 2024, 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 whose mailing address is 4300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”), and

UNUS PROPERTY MANAGEMENT LLC, a limited liability company, having its principal and mailing address at 3560 NE 11th Drive, Homestead, Florida 33033 (the “Manager”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and maintaining certain public infrastructure, roadway improvements, water and sewer facilities, a stormwater management system, landscape improvements, and related improvements; and

WHEREAS, District is the owner or is responsible for the maintenance of certain real property, stormwater management areas, facilities, infrastructure, easement areas and rights-of-way within and throughout the District and as more particularly shown in Exhibit A attached hereto (“District Maintenance Areas”); and

WHEREAS, the District has a need to retain an independent contractor to provide field management services for the District Maintenance Areas; and

WHEREAS, Manager has a background and experience in property management and is willing to provide such management services to the District in accord with this Agreement; and

WHEREAS, the District desires to enter into a contractual relationship with Manager by entering into this Agreement with Manager to provide field management services with respect to the District Maintenance Areas, and to provide other services as described in this Agreement.

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Manager agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. ENGAGEMENT OF SERVICES

A. The District agrees to utilize Manager to provide management services in accord with the terms of this Agreement.

B. Term. The District agrees to pay Manager for its services for the period beginning on October 1, 2024 (the “Effective Date”) through September 30, 2025 (the “Initial Term”), in accordance with the terms and conditions contained in this Agreement. After the Initial Term, this Agreement may be extended for up to three (3) annual extension terms of one (1) year each upon the mutual consent of the parties.

C. Services. Manager shall perform all normal duties associated with field maintenance services as more particularly described in Exhibit B, attached hereto and incorporated herein (the “Services”).

D. Compensation. The annual amount payable to Manager for services provided pursuant to this Agreement **THIRTY – EIGHT THOUSAND FOUR HUNDRED AND 00/100 (\$38,400.00) DOLLARS** (the “Annual Management Fee”). District agrees to pay Manager a monthly management fee equal to 1/12 of the Annual Management Fee (**\$3,200.00**). This monthly management fee includes all costs, expenses, profit, and overhead incurred by Manager in connection with the management and service to the District Maintenance Areas. Any additional compensation for additional duties shall be paid only upon the District Manager's or its designee's written authorization. Manager shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable upon receipt.

E. Access to Facility. This Agreement grants to Manager the right to access the District Maintenance Areas for those purposes and uses described in this Agreement, and Manager hereby agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including but not limited to Florida’s Sunshine Law, the Landmark at Doral Community Development District Rules of Procedure, as amended and supplemented from time to time.

4. GENERAL CONDITIONS.

A. RESERVED.

B. It may be necessary for Manager to purchase certain goods and services in connection with the performance of this Agreement. However, all such purchases shall be in accordance with the District Rules of Procedure; the policies of the District Board of Supervisors; and shall be coordinated with the District Manager, and shall be fully consistent and compliant with the approved District annual budget for the applicable fiscal year. Any extraordinary purchase not contemplated in the

approved District budget shall be approved by the District Board of Supervisors. Any goods, materials, or equipment purchased by Manager in accordance herewith or on behalf of the District shall be owned by the District.

C. Costs incurred by Manager due to emergencies, urgencies, or at the direction of the District, that are the responsibility of the District, shall be reimbursed to Manager at cost. Such reimbursements shall be paid only in accord with receipts for such costs provided to the District by Manager.

D. If any capital improvements to the District Maintenance Areas are needed in the future, Manager shall make recommendations to the District Board of Supervisors and solicit proposals for consideration. Such recommendations and proposals shall be delivered to the District Manager prior to presentation to the District Board of Supervisors. If capital improvements are to be contracted for by Manager, instead of the District, Manager shall obtain a minimum of three (3) competitive bids (if possible) on any recommended capital improvement and any such procurement must be performed in accordance with the District's adopted Rules and Procedures, and Chapters 189, 190, 255, and 287, Florida Statutes.

E. Manager is an independent contractor. Manager shall be responsible for all of its employees' compensation and for payment of all relevant taxes, worker's compensation and other related charges. Manager shall have sole authority as an independent contractor in dealing with its employees.

F. The Manager agrees to cooperate with and advise the District Manager and any designated board liaison regarding matters of importance for the smooth operation of the district maintenance areas.

G. Manager agrees that it shall be responsible for reporting to the District Manager and Board of Supervisors all known problems within the District Maintenance Areas.

H. Manager shall not make or enter into contracts, institute legal proceedings, or take any other steps in the name of the District without the express written consent of the District, except in the case of a real emergency, in which case the prior consent of the District Manager shall be required.

I. Manager agrees that it shall be responsible for providing the District Manager with a monthly Manager's Report which shall include all proposals in connection with the proper maintenance and operation of the District Maintenance Areas at least eight (8) days before all regularly scheduled Board of Supervisors Meetings.

5. TERMINATION. This Agreement may be terminated by the District at any time and at the discretion of the District, with or without cause, upon thirty (30) days written notice to Manager. This Agreement may be terminated by Manager at any time, with or without cause, upon thirty (30) days written notice to the District. In the event either party terminates this Agreement, the Manager shall bill the District, and receive payment for those Services provided

prior to the date of termination. Should this Agreement be terminated, Manager will take all reasonable and necessary actions to transfer all the books and records of the District in its possession in an orderly fashion to the District within 30 days.

6. INSURANCE.

A. The Manager shall maintain at its own cost and expense the following insurance coverages during the execution and performance of the Work under this Agreement:

- a.** Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Manager shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. If Manager is an exempt under Florida law, Manager shall provide the exemption documents upon execution of this Agreement.
- b.** Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 1. Premises and Operations;
- 2. Independent Contractors;
- 3. Product and Completed Operations Liability;
- 4. Broad Form Property Damage; and
- 5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

- c.** Comprehensive Automobile Liability, covering owned, non-owned, or rented automotive equipment to be used in performance of the Work, with minimum limits of \$500,000, with no restrictive endorsements.

B. **Landmark at Doral Community Development District** and Wrathell, Hunt & Associates, LLC ("WHA") shall be Additional Named Insureds under the policies of insurance required pursuant to this Agreement.

C. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Manager's interest or liabilities but are merely minimum requirements established by the District. District reserves the right to reasonably require

other insurance coverages that District deems necessary depending upon the risk of loss and exposure to liability.

- D.** Insurance companies selected must be acceptable to District and WHA. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District and the WHA by certified mail.
- E.** The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.
- F.** All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District and WHA with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.
- G.** Manager shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the District or WHA for payment or assessments in any form on any policy of insurance.
- H.** Manager shall furnish District with a Certificate of Insurance evidencing compliance with the requirements of this Section 6 prior to performing Services hereunder. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Manager shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension there under is in effect.
- I.** Violation of the terms of this Section 6 and its sub-parts shall constitute a breach of the Agreement, and District, in its sole discretion, may cancel the Agreement, and all rights, title and interest of the Manager in this Agreement shall thereupon cease and terminate.

7. INDEMNIFICATION.

- A.** Manager shall indemnify, defend, and save harmless District, its respective officers, agents, servants, employees, volunteers and representatives from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Manager, its officers, agents, servants or employees arising from this Agreement or its performance. The Manager and the District hereby agree and covenant that the

Manager has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Manager, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Manager by the Agreement, whichever is greater.

B. The execution of this Agreement by the Manager shall obligate Manager to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 6 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

C. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes, or the doctrine of sovereign immunity.

8. BOOKS AND RECORDS; PUBLIC RECORDS.

A. Manager 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 Manager 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 Manager or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Manager transfers all public records to the District upon completion of the Agreement, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Manager keeps and maintains public records upon completion of the Agreement, the Manager 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. Manager 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 Manager, the Manager shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Manager acknowledges that should Manager fail to provide the public records to the District within a reasonable time, Manager may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

**WRATHELL, HUNT & ASSOCIATES, LLC
2300 GLADES ROAD, SUITE 410W
BOCA RATON, FLORIDA 33431
TELEPHONE: (561) 571-0010
EMAIL: gillyardd@whhassociates.com**

9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

10. TAXES. Manager shall pay all applicable sales, consumer use, and other similar taxes required by law. The District is exempt from all federal, state, and local taxes.

11. ENFORCEMENT OF AGREEMENT. In the event that either the District or Manager is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. **AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Manager relating to the subject matter of this Agreement.

13. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Manager.

14. **CONFLICTS.** In the event of a direct conflict with respect to the terms and conditions contained in the main body of this Agreement, Exhibit A or Exhibit B, the conflict shall be resolved in favor the prevailing terms and conditions of the main body of the Agreement, followed by Exhibit B, and further followed by Exhibit A.

15. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Manager, both the District and Manager have complied with all the requirements of law, and both the District and Manager have full power and authority to comply with the terms and provisions of this instrument.

16. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Manager: UNUS Property Management, LLC.
3560 NE 11th Drive
Homestead, Florida 33033
Attn: Victor E Castro

B. If to District: **Landmark at Doral Community
Development District**
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attention: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Dennis E. Lyles, Esq.

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Manager may deliver Notice on behalf of the District and Manager. Any party or other person to whom Notices are to be sent or copied may notify the other

parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

17. E-VERIFY. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractors providing that the subcontractors does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractors of the Manager is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractors. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.

18. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Manager and their respective representatives, successors, and assigns.

19. ASSIGNMENT. Neither the District nor Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

20. SOVEREIGN IMMUNITY. The Manager agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

21. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of

Florida. Venue for purposes of any litigation arising out of this Agreement shall be Miami-Dade County, Florida.

22. EFFECTIVE DATE. This Agreement shall take effect on October 1, 2024.

23. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

24. NO CONSTRUCTION AGAINST DRAFTING PARTY. Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

27. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT ALLOWED BY LAW, THE RESPECTIVE PARTIES HERETO DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

28. Scrutinized Company Certification. Manager hereby certifies that as of the date below Manager is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Manager further certifies that:

- A. Manager is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Manager was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:

1. Manager does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.
2. Manager does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Manager is not engaged in business operations in Cuba or Syria.

Manager understands that this Agreement may be terminated at the option of the District if Manager is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

29. **Responsible Vendor Determination.** Manager is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

29. **Anti-human trafficking Affidavit.** Manager shall provide the District with an affidavit executed by an officer or a representative of the Manager under penalty of perjury


attesting that the Manager does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:

LANDMARK AT DORAL
COMMUNITY DEVELOPMENT
DISTRICT

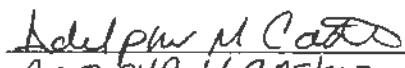
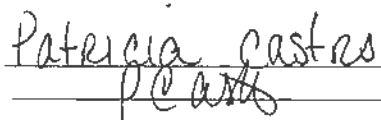

Secretary/Assistant Secretary


Todd Patterson (Sep 23, 2024 21:20 EDT)
Chairman/Vice-Chairwoman
____ day of Sep 23, 2024, 2024

WITNESSES:

MANAGER:

UNUS PROPERTY MANAGEMENT
LLC., a limited liability company


ADELFINA M. CASTRO
[PRINT NAME OF WITNESS]

Patricia Castro
PCastro

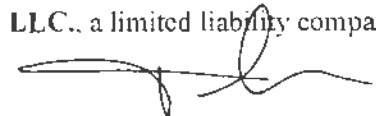
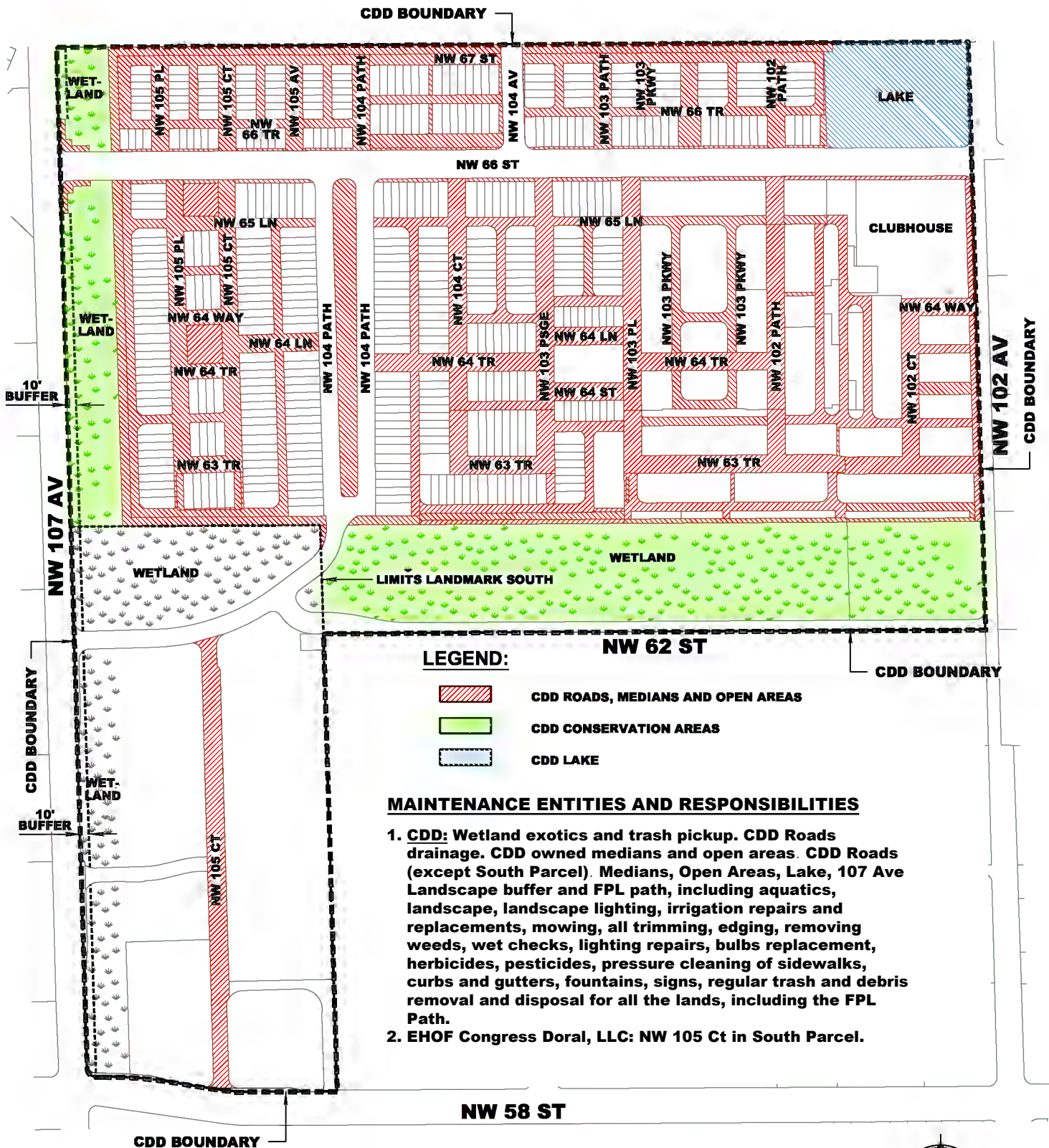

By: Victor Castro
Title: Manager
23rd day of September, 2024

Exhibit A

District Maintenance Areas

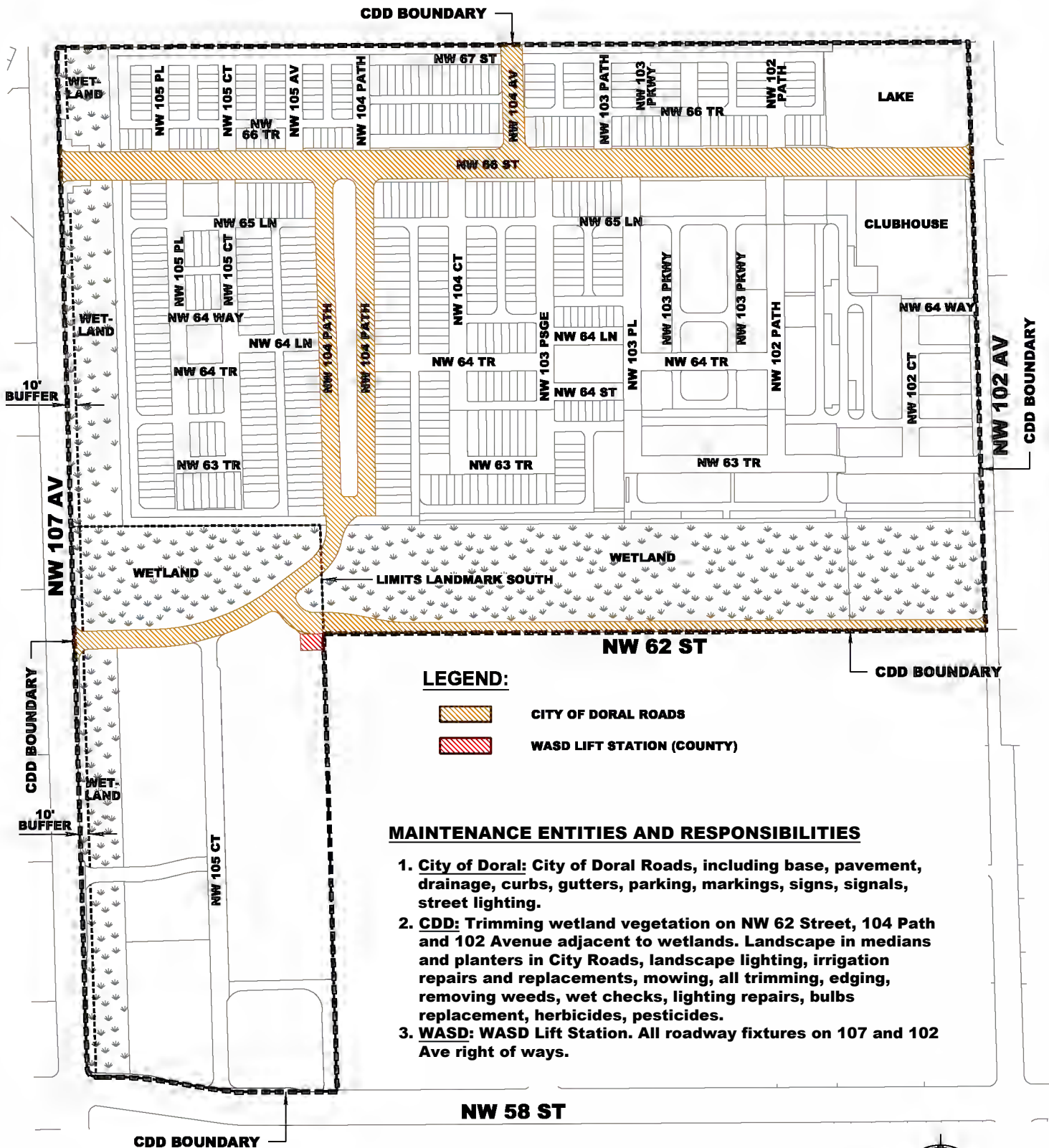


ALVAREZ ENGINEERS, INC.

LANDMARK AT DORAL CDD

LANDMARK AT DORAL - CDD PROPERTIES

EXHIBIT 1



ALVAREZ ENGINEERS, INC.

LANDMARK AT DORAL CDD

CITY AND COUNTY PROPERTIES

EXHIBIT 3

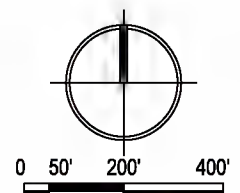


Exhibit B

Specifications

FIELD MANAGEMENT SERVICES

A. Manager shall perform all field management services in connection with the District Maintenance Areas, including, but not limited to, the District property, rights-of-way roadways, easements, landscape areas, irrigation facilities, landscape areas, irrigation facilities, lighting and electrical facilities, streetlighting, drainage and stormwater improvements, lakes and lake banks, and those such facilities the District is responsible for maintaining, Interlocal agreements requiring operations and maintenance, performing routine and regular inspection of District Maintenance Areas and facilities managing and scheduling contractors, and obtaining and reviewing proposals from contractors.

B. Manager shall conduct site visits up to three times per week, lasting up to two hours each or devote such time as is necessary to complete the duties and responsibilities assigned to the Manager under this Agreement.

C. Manager hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.

D. Manager shall provide the field management services (and any additional services as authorized by the District) in compliance with all applicable laws and regulatory standards and third party contractual agreements.

E. Manager shall attend all regularly scheduled meetings of the District Board of Supervisors unless otherwise directed by the District Board of Supervisors.

F. Manager shall engage in supervising and providing necessary oversight of all contractors and maintenance providers of the District and manage the corresponding contracts on behalf of the District, as needed, called for, and as necessary to properly perform the field management services.

G. Manager shall prepare and solicit bids, proposals, requests for proposals, and requests for qualifications, for services and materials and supplies related to areas of oversight for the approval of the District as required by law and any rules applicable to District.

H. Manager shall manage those contracts on behalf of the District, for services reasonably necessary and related to the operation, maintenance, up-keep, repair, replacement, and preservation of the District Maintenance Areas and facilities, including, but not limited to, the day-to-day administration of District landscape maintenance, irrigation maintenance, fertilization, pest control, aquatic maintenance, aerator, fountain and lake maintenance, weed control, mitigation area maintenance, fountain maintenance, and other contracts pertaining to District operations and maintenance.

I. Manager shall correspond and communicate with the District Board of Supervisors and the District Manager assigned to the District to respond to the various needs of the District.

J. Manager shall provide regular (no less frequently than monthly) reports to the District Board of Supervisors and the District Manager of the status of pending items and completed activities and operations of the District and the District Maintenance Areas.

K. Manager shall oversee, review, and approve invoices from approved vendors upon completion of any undertakings relating to the field management services, shall be responsible for coding invoice to the appropriate accounting code as provided by the District Manager of the District or identify the line item in the District's budget that the expense shall be applied to, and shall timely submit duly signed invoices for such vendors to the District Manager for payment.

L. Manager shall assist District Manager with the preparation of maintenance and service specifications pertaining to District Maintenance Areas and improvements associated therewith.

M. Manager shall have the ability to deal with residents' complaints with respect to the Services and the contracts managed thereunder in an objective and consistent manner and shall have knowledge of state, local, and District statutes, rules and regulations affecting the provision of field management services and have the ability to communicate such statutes, rules and regulations. Manager shall provide for complaint resolution and shall log and document all telephone calls, emails or other correspondence, as well as Manager's reply and resolution of such complaints, where applicable.

N. Manager shall maintain liaison with public safety agencies and recommend to the District Board of Supervisors improvements to the security of the real property and improvements for which the District has maintenance responsibilities, as needed.

O. Manager shall have knowledge of landscape maintenance, fertilization, and pest control, irrigation, janitorial/housekeeping tasks, interior maintenance problems and fire safety regulations, security, aquatic maintenance, compliance procedures and shall recommend improvements or repairs to the District Board of Supervisors

P. Manager shall maintain a landscape maintenance schedule calendar and an irrigation maintenance schedule calendar and shall routinely inspect work completed by the contractors engaged by the District to perform services pertaining to or associated with the District Maintenance Areas (as provided herein).

Q. Any purchases of goods or services in connection with this Agreement shall be made in strict accordance with Chapter 190, Florida Statutes, and any other applicable law.

R. Manager shall work with the assigned District Manager to prepare a proposed District operating budget for each fiscal year (October 1 through September 30) with respect to Manager's areas of oversight under this Agreement. Manager shall be responsible for proposing budget line items in accordance with the timeline for budget approval set forth in Chapter 190,

Florida Statutes, and as directed by the District, for Manager's areas of oversight, shall provide planning and recommendations with respect to annual and multi-year projects, shall furnish or be responsible for obtaining cost estimates related to areas of oversight for the annual budget and for projects.

S. Manager shall perform this Agreement and act directly in the capacity of field or operations manager, supervising and ensuring that all approved vendors and service providers comply with the requirements of their respective contracts with the District pertaining to the District Maintenance Areas and this Agreement. District shall be solely responsible for the payment of vendor services that have been procured in accordance with the laws, rules, policies, resolutions or statutes applicable to the District and approved or otherwise authorized by the District Board of Supervisors.

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with _____ Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, It will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: UNUS Property Management LLC
NAME: Victor Castro
TITLE: Manager
SIGNATURE: _____
DATE: 09/23, 2024

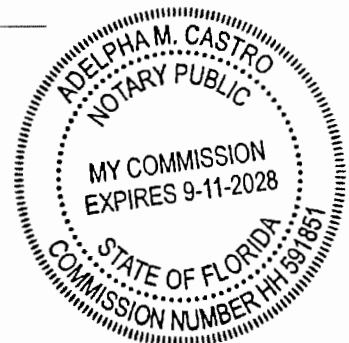
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO (or affirmed) and subscribed before me by means of [☒] physical presence or [☐] online notarization, this 23rd day of September 2024, by VICTOR CASTRO in his/her capacity as MANAGER for UNUS Property Management LLC (name of Nongovernmental Entity).

Adelpha M. Castro
NOTARY PUBLIC

☒ Personally Known OR
☐ Produced Identification

Type of Identification Produced








AGREEMENT BETWEEN

Final Audit Report

2024-09-24

Created:	2024-09-23
By:	Kristen Thomas (thomask@whhassociates.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR3YbsSFVW-H1WqQmTw06aaoist1ChPHT

"AGREEMENT BETWEEN" History

-  Document created by Kristen Thomas (thomask@whhassociates.com)
2024-09-23 - 9:19:33 PM GMT
-  Document emailed to Todd Patterson (toddpatterson@mac.com) for signature
2024-09-23 - 9:19:40 PM GMT
-  Email viewed by Todd Patterson (toddpatterson@mac.com)
2024-09-24 - 1:19:35 AM GMT
-  Document e-signed by Todd Patterson (toddpatterson@mac.com)
Signature Date: 2024-09-24 - 1:20:05 AM GMT - Time Source: server
-  Agreement completed.
2024-09-24 - 1:20:05 AM GMT

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

7AI

Para
Judy Calderon
+19179221419

Estimado #
Fecha

189
13 ago. 2024

Artículo	Cantidad	Precio	Importe
Reparación de las aceras en las areas señaladas en amarillo, landmark Doral	163	85,00 \$	13.855,00 \$

Total parcial13.855,00 \$

Total13.855,00 \$

Saldo deudor

13.855,00 \$

Reparar las aceras de las areas señaladas en amarillos en el mapa mostrado que son 163 señalizaciones

- Eliminar escalones
- Acabar con las rupturas de las aceras
- Eliminar zonar rugosas

Dejar las aceras en buenas condiciones y sin peligro para el paso peatonal

Al firmar este documento, el cliente acepta los servicios y condiciones descritos en este contrato.

305 Residential Repairs LLC

Judy Calderon



13 ago. 2024

(/ /)

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

7A11



March 11, 2024

Revised 09/13/2024

Landmark at Doral HOA Proposal

10220 NW 66th Street

Doral, FL 33178

c/o Judy Calderon-Robles

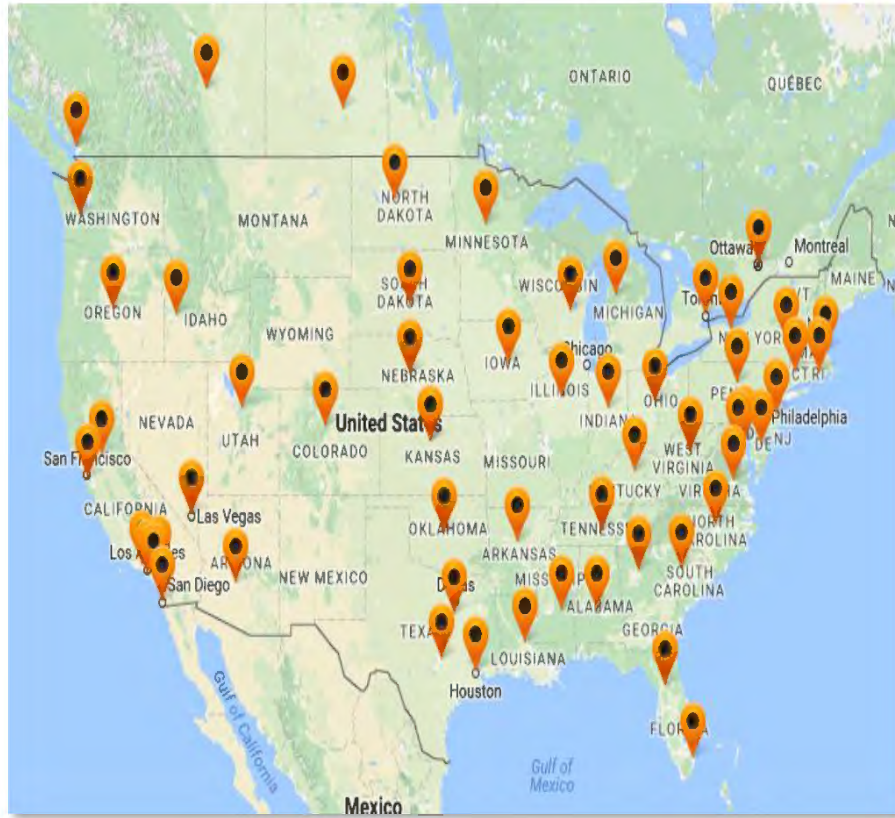
SIDEWALK SAFETY EVALUATION





Landmark at Doral HOA Proposal
10220 NW 66th Street
Doral, FL 33178
c/o Judy Calderon-Robles

WHO WE ARE

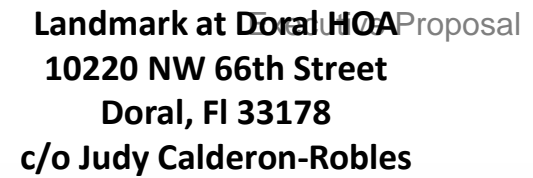


Florida Sidewalk Solutions (FSS) is an affiliate of Precision Concrete Cutting, the global leader in Sidewalk Asset Management. FSS has been servicing South Florida since 2005, utilizing six U.S. patents awarded for trip hazard removal, equipment and technique.

U.S. Pat. No. 6,827,074
U.S. Pat. No. 7,000,606
U.S. Pat. No. 7,201,644

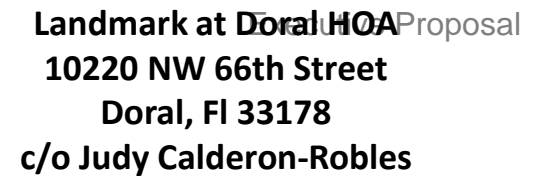
U.S. Pat. No. 6,896,604
U.S. Pat. No. 7,143,760
U.S. Pat. No. 7,402,095

Florida Sidewalk Solutions assesses thousands of miles of sidewalk infrastructure each year for both cities and communities using our proprietary Geographical Information Systems Surveying Technology. This technology provides the insight and knowledge our clients need to make data driven, well-informed decisions about repairing their uneven sidewalk trip hazards.



BEFORE & AFTER – LIABILITY REMOVED





This document is exempt from release under the Freedom of Information Act, 5 U.S.C. 552, because it contains information that is exempt from release under 5 U.S.C. 552(b)(7)(C). This document is exempt from release under 5 U.S.C. 552(b)(7)(C) because it contains information that is exempt from release under 5 U.S.C. 552(b)(7)(C).

TRIP HAZARD REPAIR MAP





Revised 09/13/2024

Landmark at Doral HOA Proposal
10220 NW 66th Street
Doral, FL 33178
c/o Judy Calderon-Robles

SIDEWALK SURVEY RESULTS

Complete Survey Results :

- Trip Hazards Listed: **152**
- Repair Location: **Landmark at Doral HOA**
- Trip Hazard Repair Quote: **\$16,079.37**

The above quote reflects a 10% discount detailed on the following page





March 11, 2024
Revised 09/13/2024

Landmark at Doral HOA Proposal
10220 NW 66th Street
Doral, FL 33178
c/o Judy Calderon-Robles

DISCOUNT OPTION

Proposed Sidewalk Trip Hazards Corrections - 152

Repair Quote

\$17,865.96

Pricing valid 90-days

***Quick Approval Incentive Offer**

\$16,079.37

10% Discount = \$1,786.59 Off

To approve by 09/30/2024

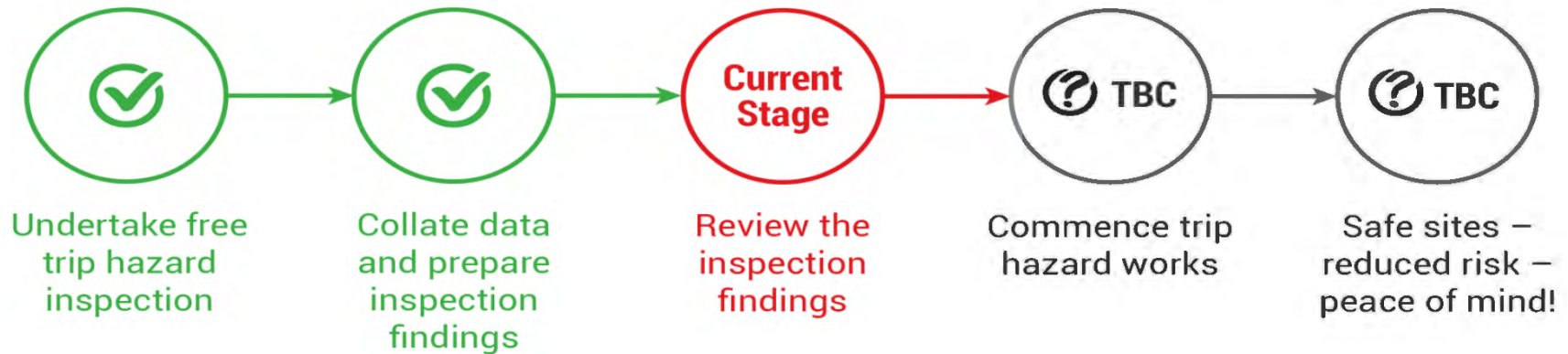
***QUICK APPROVAL DISCOUNT:**

- To take advantage of the **\$1,786.59 SAVINGS** approval must be received before **September 30, 2024**. This prompt permission to move forward will ensure the numbers on the ground on each trip hazard do not fade away.

WHAT'S NEXT

Where are we at?

Inspection delivered - Recommendations Made – Awaiting Approval





Landmark at Doral HOA Summary
10220 NW 66th Street
Doral, FL 33178
c/o Judy Calderon-Robles

FLORIDA SIDEWALK SOLUTIONS

ABOUT OUR WORK:

- Please note this survey in no way constitutes or guarantees the identification of every trip hazard on site. Therefore, the final determination of the work to be performed shall be the sole responsibility of the customer. Florida Sidewalk Solutions (FSS) removes only those trip hazards specifically requested by customers and therefore makes no guarantee or representation that the property is free of trip hazards after the project is completed.
- ALL jobs require a Florida Sidewalk Solutions signed Notice to Proceed / Contract for Patented – Saw Cutting Trip Hazard Removal in order to be scheduled. Any changes or additions are subject to contract document legal fees.
- Our work requires the use of generators; therefore, we cannot work in rainy conditions or with wet concrete.
- Florida Sidewalk Solutions does not remove or replace sidewalks. This property has **fifteen** locations that are beyond our scope of work and in need of replacement – **see red pinpoints on map**. Areas noted for replacement are recommendations only and are not included in this proposal. A list of replacement addresses / locations will be provided upon project approval. Replacements are the sole responsibility of the customer.
- Town of Davie Occupational license: #41998 /Broward County Occupational license: #329-30464
- Miami-Dade County Occupational license: #607999-0 /Certificate of Competency: E0600786 / Federal Tax ID: #56-2520955
- Certificate of Liability includes: General Liability=\$2,000,000/General Aggregate=\$2,000,000 / Automobile=\$1,000,000/ Worker's Comp=\$1,000,000 / Please let us know in advance if you need to be listed as a *Certificate Holder* on our policy.

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

7AIII

Headley Construction Group Inc

8240 SW 186th ST
Cutler Bay, FL 33157 USA
+13056131490
thomas@headleycg.com



Estimate

ADDRESS	ESTIMATE	1561
Landmark at Doral CDD	DATE	10/02/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		Project; Landmark Of Doral CDD			
		Scope of Work			
	Concrete grinder and surface scaler	1. Concrete grinder and surface scaler to level concrete sidewalk (163 Locations)	163	75.00	12,225.00
		2. Disposal of excess material			
	Demolition of 4" Concrete Sidewalk	3. Demolition / Disposal of existing concrete sidewalk (13 Locations)	1	3,000.00	3,000.00
	4" Concrete Sidewalk	4. Reinstallation of 4" concrete sidewalk (13 Locations)	13	500.00	6,500.00
		Notes; - If Permitting Processing is needed please add \$1500 - Work area will be coned off and caution tape - Net 30 Day Terms			

	SUBTOTAL	21,725.00
	TAX	0.00
	TOTAL	\$21,725.00

Accepted By

Accepted Date

TRIP HAZARD REPAIR MAP



**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

7BI

Proposal for Extra Work at Animal waste station installation for pedestrian pathway placed as per attached map

Property Name	Animal waste station installation for pedestrian pathway placed as per attached map	Contact	Landmark at CDD Board Member
Property Address	Landmark Doral Landmark at Doral CDD Upland Buffer Doral , FL 33178	To Billing Address	Landmark at Doral CDD 2300 Glades Road Suite 410W Boca Raton, FL 33431
Project Name	Animal waste station installation for pedestrian pathway placed as per attached map		
Project Description	Animal waste station installation for pedestrian pathway placed as per attached map		

Scope of Work

QTY	UoM/Size	Material/Description
Animal Waste Stations for pedestrian walkway		
4.00	EACH	Animal waste station installation for pedestrian pathway placed as per below map marked with red circles - all stations are to be attached to existing fence post. No new post or footings are included in this price.
1.00	LUMP SUM	Delivery Fee
Landmark at Doral CDD Discount		
1.00	LUMP SUM	10% Discount

Images

miami themed animal waste stations



regular animal waste stations



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

Proposal for Extra Work at Animal waste station installation for pedestrian pathway placed as per attached map

waste station map revised



For internal use only

SO# 8516241
JOB# 353800000
Service Line 130

Total Price \$3,853.47

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 demolishing.
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

Board Member

Signature Title

Landmark at CDD Board Member September 20, 2024

Printed Name Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager Exterior

Signature Title

Shannon Denouden September 20, 2024

Printed Name Date

Job #: 353800000

SO #: 8516241 Proposed Price: \$3,853.47

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

7BII

Quality Site Assessment

Prepared for: **Landmark At Doral CDD**

General Information

DATE: Friday, Aug 23, 2024
NEXT QSA DATE: Wednesday, Sep 26, 2024
CLIENT ATTENDEES:
BRIGHTVIEW ATTENDEES: Shannon Denouden

Customer Focus Areas

Landmark CDD

Quality you can count on.

7 Seven Standards of Excellence



Site Cleanliness



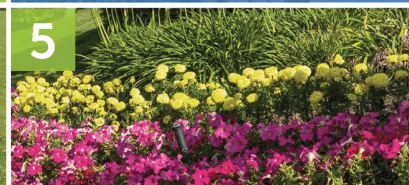
Weed Free



Green Turf



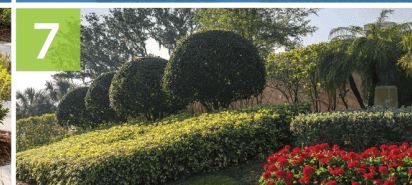
Crisp Edges



Spectacular Flowers



Uniformly Mulched Beds

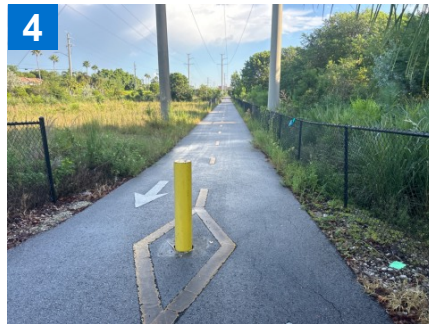


Neatly Pruned Trees & Shrubs

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



- 1** Fence needs to be repaired along pedestrian pathway in a few areas
- 2** Fence needs to be repaired along pedestrian pathway in a few areas
- 3** Remove palm frond coming over fence in pedestrian pathway near 66th St
- 4** Pedestrian pathway quarterly maintenance is being completed today.

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



5 Dog fesses bags need to be removed from fence

6 Dog fesses bags need to be removed from fence along pedestrian fence

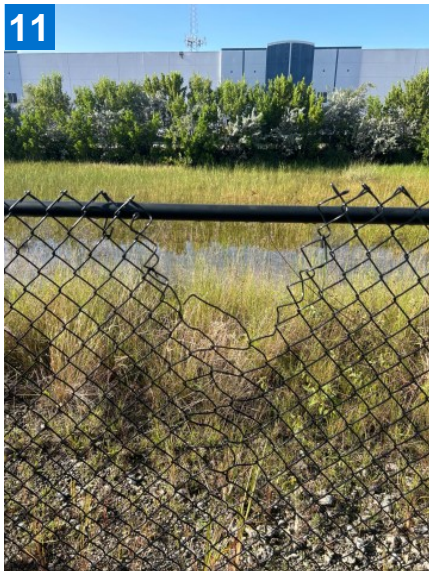
7 There is a dead tree that should be removed from the upper buffer planting of the wetland along 107th Wve just south of 66th St

8 2' clearance between Fern beds and wetlands needs to be completed on 104th Path on the west side of the road

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items

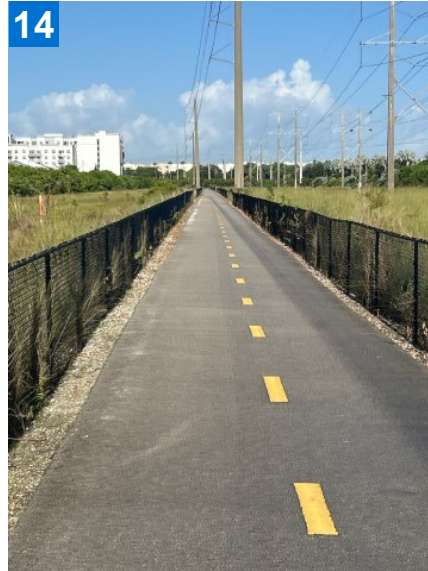


- 9** Tree on south side pedestrian path on east side of 104th Path needs to be lifted and sign clearance
- 10** Shrub growing on fence needs to be removed between 104th Path and 102nd Ave
- 11** Fence needs to be repaired between 104th Path and 102nd Ave
- 12** Fence needs to be repaired between 104th Path and 102nd Ave

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



13 Shopping cart and growth coming over fence near 102nd Ave need to be removed

14 All growth coming through the fences along pedestrian pathway need to be cut back and removed

15 102nd Ave landscape beds need to be mulched

16 Landscape beds in 102nd Ave need a mulch refresh

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



17 Broken branch on 62nd St needs to be picked up

18 Brightview to fill in Ferns on 104th Path

19 Brightview to fill in Ferns on 104th Path

20 Spray weeds on 104th Path

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



- 21** Soft edge and spray landscape beds on west side of 104th Path. Existing landscape beds need to be mulched.

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Notes to Owner / Client



- 1** Quarterly maintenance of pedestrian path completed. All trees/shrubs were cut off the fence and lifted for clearance
- 2** Shrubs/trees along pedestrian path have been cut off fence and lifted for clearance

Quality Site Assessment

Prepared for: **Landmark At Doral CDD**

General Information

DATE: Thursday, Sep 26, 2024
NEXT QSA DATE: Thursday, Oct 24, 2024
CLIENT ATTENDEES:
BRIGHTVIEW ATTENDEES: Shannon Denouden

Customer Focus Areas

Landmark CDD

Quality you can count on.

7

Seven
Standards of
Excellence

1



Site Cleanliness

2



Weed Free

3



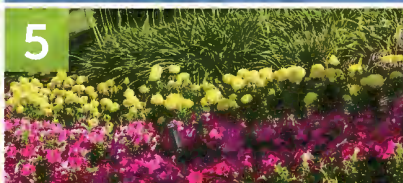
Green Turf

4



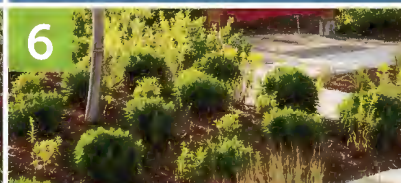
Crisp Edges

5



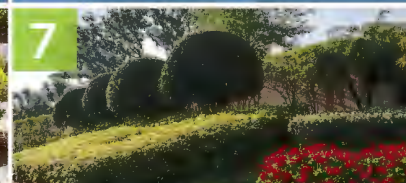
Spectacular Flowers

6



Uniformly Mulched Beds

7



Neatly Pruned Trees & Shrubs

QUALITY SITE ASSESSMENT

Landmark At Doral CDD

Maintenance Items



1 Additional fence repair needed. Other fence repairs are still pending

2 Ballards need to be painted

3 Ballards need to be painted

4 Graffiti on FPL pole along pedestrian pathway should be removed over covered over

QUALITY SITE ASSESSMENT

Landmark At Doral CDD

Maintenance Items



- 5** Ballards need to be painted

QUALITY SITE ASSESSMENT

Landmark At Doral CDD

Notes to Owner / Client

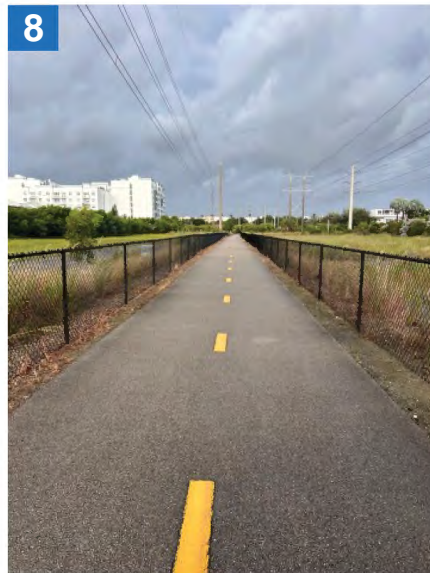


- 1** Pedestrian pathway service completed in August and still nice and clean
- 2** Pedestrian pathway service completed in August and still nice and clean
- 3** Pedestrian pathway service completed in August and still nice and clean - Ballard needs to be painted
- 4** Pedestrian pathway service completed in August and still nice and clean

QUALITY SITE ASSESSMENT

Landmark At Doral CDD

Notes to Owner / Client

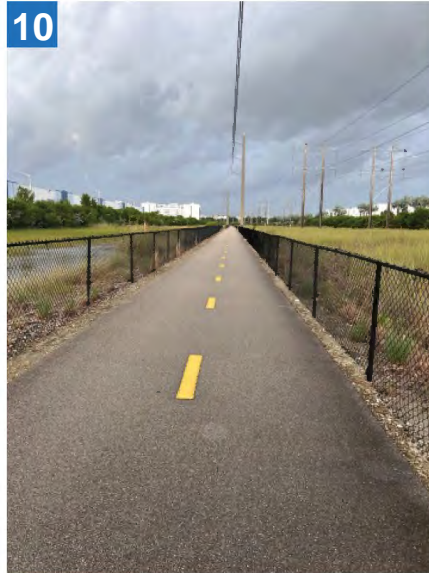


- 5** Pedestrian pathway service completed in August and still nice and clean
- 6** Quarterly maintenance completed in August. Area still nice and clean
- 7** Quarterly maintenance completed in August. Area still clean. Grass being cut today.
- 8** Pedestrian pathway service completed in August and still nice and clean

QUALITY SITE ASSESSMENT

Landmark At Doral CDD

Notes to Owner / Client

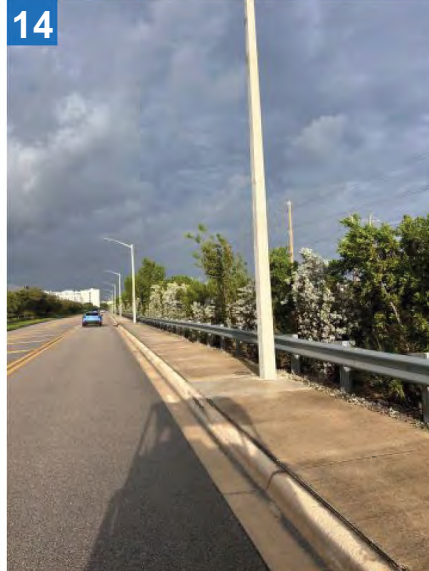


- 9** Pedestrian pathway service completed in August and still nice and clean
- 10** Pedestrian pathway service completed in August and still nice and clean
- 11** Quarterly maintenance completed in August. Area still nice and clean
- 12** Quarterly maintenance completed in August. Area still nice and clean

QUALITY SITE ASSESSMENT

Landmark At Doral CDD

Notes to Owner / Client



13 Quarterly maintenance completed in August. Area still nice and clean

14 Quarterly maintenance completed in August. Area still nice and clean

15 Quarterly maintenance completed in August. Area still nice and clean

16 Quarterly maintenance completed in August. Area still nice and clean

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

7BIII

Quality Site Assessment

Prepared for: **Landmark At Doral CDD - HOA areas**

General Information

DATE: Tuesday, Sep 17, 2024 Thursday,
NEXT QSA DATE: October 24, 2024
CLIENT ATTENDEES:
BRIGHTVIEW ATTENDEES: Shannon Denouden

Customer Focus Areas

Landmark CDD - HOA areas

Quality you can count on.

7

Seven
Standards of
Excellence

1



Site Cleanliness

2



Weed Free

3



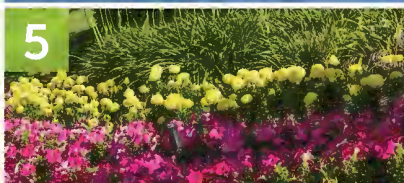
Green Turf

4



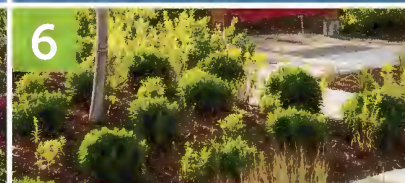
Crisp Edges

5



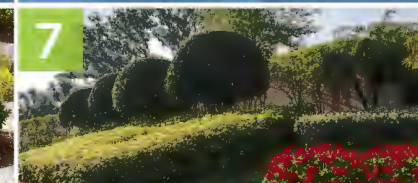
Spectacular Flowers

6



Uniformly Mulched Beds

7



Neatly Pruned Trees & Shrubs

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



1 Fire hydrant next to lake needs to be painted

2 Volunteers in center median need to be removed

3 Fire hydrant on NW 66th St needs to be painted

4 North side fountain needs repair

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



- 5** North fountain wall needs repair
- 6** Paint at north fountain needs to be removed
- 7** Paint on paver at north fountain needs be removed
- 8** North fountain wall needs repair

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



9 Paint stains in paver at north fountain

10 One light out at north fountain

11 Paint stains at north fountain

12 North fountain wall needs cleaning

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



13 Rock veneer on north fountain wall needs repair

14 North fountain walls need cleaning

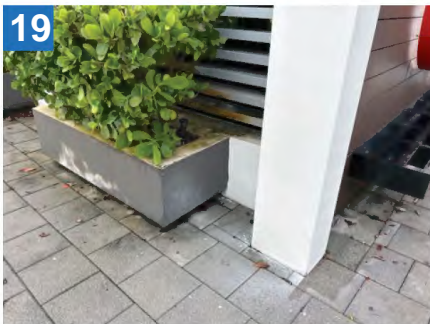
15 North fountain walls need cleaning

16 South fountain pavers need repair

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



17 South fountain wall needs cleaning

18 Foot print paint stains near south fountain

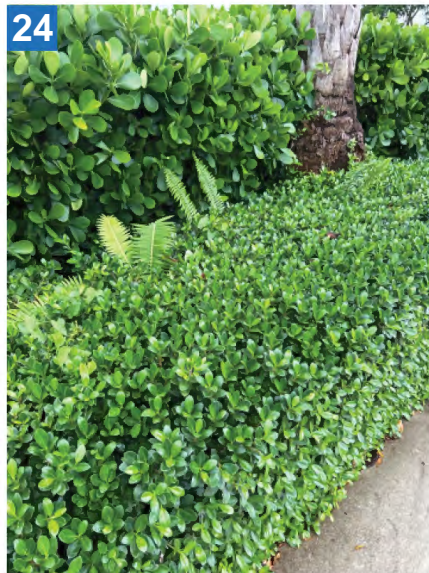
19 South fountain walls need cleaning

20 Remove weeds in shrubs on south fountain entrance

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



21 Remove Publix shopping cart at main entrance south side

22 Separate Green Island Ficus from Clusia at south entrance to pedestrian pathway

23 Pickup trash just inside wetland area on south side of main entrance

24 Remove weeds on north side of main entrance

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



25 Remove weeds on north side of main entrance

26 Separate Green Island Ficus from Clusia on north side of main entrance

27 Sign needs to be straightened

28 Spray weeds on west berm

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



29 Prune dead out of Juniper south end of big park

30 Sign clearance needed on 104th Court

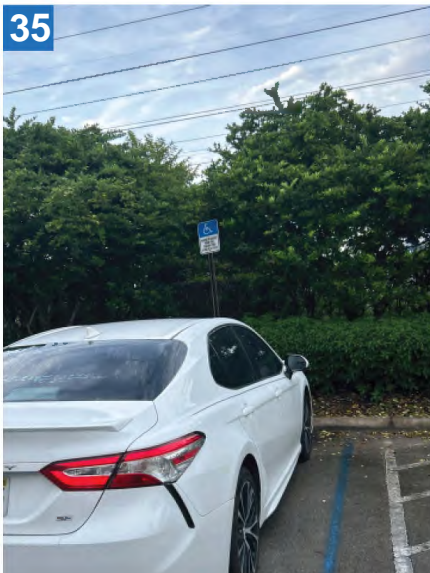
31 Prune Bismarkia palm and n south berm

32 Lift tree on south berm

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



33 Lift tree on south berm

34 Remove dead tree south berm in condos

35 Handicap sign south berm behind condos needs to be straightened

36 Lift all trees along south berm behind condos

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



37 Remove Papaya tree and sign clearance on south berm behind condos

38 Fire hydrant on 64th Terrace not painted

39 Remove signs in grass in front of 6640 NW 105th Ave

40 Illegal dumping needs to be picked up on northeast side of lake at neighboring gate

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items

41



41 Remove Crinum Lily Ne corner of lake

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Notes to Owner / Client



1 Damaged tree on west berm should be removed

2 Dead turf in illegal soccer field has been taken over by weeds.

3 Fire hydrant on 104th Court was not painted

4 2nd fire hydrant on 104th Court was not painted

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Notes to Owner / Client



5 Fire hydrant on 102nd
Path not painted

6 Fire hydrant on 103rd
Pace only half painted

7 Fire hydrant on 103rd
Place not painted

8 Fire hydrant on 66th St
next to lake not painted

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Notes to Owner / Client



9 Fire hydrant on 102nd Path not painted

10 2nd Fire hydrant on 102nd Path not painted

11 Fire hydrant on 105 Ave only 1/3 painted



12 Sign on 67th art needs replacement

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Notes to Owner / Client



- 13** Several fire hydrants on 67th Street still have not been painted. Please see previous QSA for locations

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

7BIV

Quality Site Assessment

Prepared for: **Landmark South CDD**

General Information

DATE: Thursday, Aug 22, 2024
NEXT QSA DATE: Wednesday, Sep 26, 2024
CLIENT ATTENDEES:
BRIGHTVIEW ATTENDEES: Shannon Denouden

Customer Focus Areas

Landmark South CDD

Quality you can count on.

7

Seven
Standards of
Excellence

1



Site Cleanliness

2



Weed Free

3



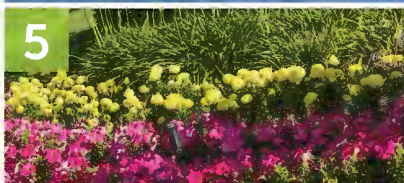
Green Turf

4



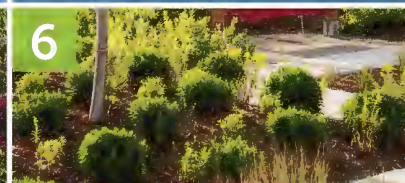
Crisp Edges

5



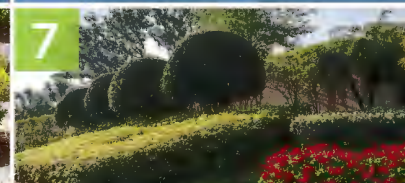
Spectacular Flowers

6



Uniformly Mulched Beds

7

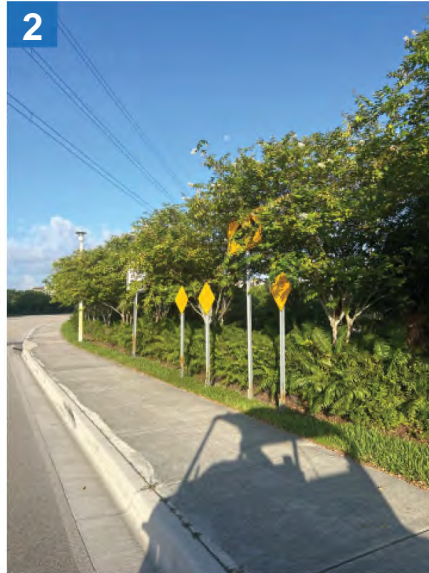


Neatly Pruned Trees & Shrubs

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



1 Sign clearance needed on NW 62nd St

2 Sign clearance needed on MW 62nd St

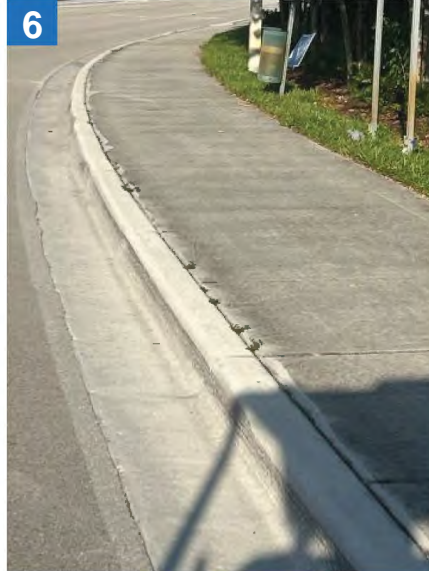
3 Dead areas on Nw 62nd St should be removed

4 Weeds and volunteer plants need to be removed from Fern beds on NW 62nd St

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



- 5** Vines, weeds, volunteer plants, and dead areas need to be removed on MW 62nd St
- 6** Crack weeds on sidewalks on NW 62nd St need to be sprayed
- 7** Vines, weeds, volunteer plants, and dead areas need to be removed on Nw 62nd St
- 8** Mulch is needed on NW 62nd St in all areas

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



- 9** Weeds are starting to take over in n newly planted areas on NW 62nd St. All weeds need to be removed so new Ferns do not die.
- 10** Weeds are starting to over take newly planted Ferns on NW 62nd St. All weeds need to be removed so the new Ferns do not die off.
- 11** Weeds and vines need to be removed from existing Fern beds on NW 62nd St. Dead areas should be removed and beds need to be mulched.
- 12** 2' clearance area needs to be maintained in all beds along NW 62nd St between Fern beds and wetland area to keep separation between the areas.

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



13 Large volunteer palm tree growing inside Fern bed on the south side of NW 62nd St needs to be removed before it gets any bigger

14 Sign clearance needed on NW 62nd St

15 Existing Fern beds need vines, weeds, and dead areas removed on NW 62nd St. All existing bed need to be mulch as well.

16 Existing Fern beds need large volunteer palm removed before it gets to much bigger on the south side of NW 62nd St. Also all vines, weeds, and dead area need to be removed. Beds need to be mulched.

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



17 Need to remove all vines, weeds, volunteers, and dead areas from existing Fern beds. Continuing to allow the weeds to take over will result in having to replace the Ferns that were ok when the other areas were replaced back in May. We would like to save all existing Ferns so replacement is not needed.

18 Brightview will be replacing a few Ferns to fill in beds where the Ferns have not grown well. Irrigation repairs are needed in these areas. Please make sure all repairs are made so further replacements are not needed. Any replacements needed due to further irrigation issues will be charged to the owner.

19 Remove vines over taking existing Ferns on Nw 62nd St

20 Brightview will replace Ferns on NW 62nd St that have not done well. Irrigation repairs are needed in these areas. Any further replacements due to irrigation issues or

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



21 Lift trees for sidewalk clearance on the south side of Nw 62nd St

22 Remove weeds in Fern bed at stop sign corner on NW 62nd St

23 Remove weeds in Fern bed at stop sign corner on NW 62nd St

24 Remove weeds in Fern bed at stop sign corner on NW 62nd St.

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



25 Remove weeds in Fern bed at stop sign corner on NW 62nd St

26 Soft edging, needed around the parking lot, as well as weed control and mulch

27 Remove dead plants, soft edge, weed control and mulch hedge around parking lot.

28 Lift Silver Buttonwood trees, soft edge, spray weeds, and mulch in parking lot

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



- 29** All tree rings need to be soft edged, sprayed, and mulched in west side of parking lot.
- 30** Landscape bed on the west side of parking lot next to pedestrian path needs all weeds removed and Fakahatchee Grasses replaced. Bed needs to be mulched
- 31** Remove garbage, weeds, and mulch Fakahatchee bed west side of parking lot near the pedestrian path.
- 32** Remove dead plants, spray weeds, and mulch in west parking lot

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



33 Remove metal stakes laying on the ground in west parking lot

34 Mulch beds

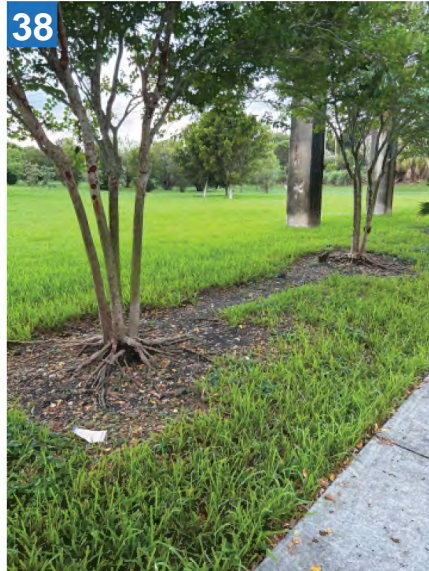
35 Remove dead plant and mulch bed west parking lot

36 Prune dead branches and mulch beds in west parking lot

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



37 Empty planting bed along north sidewalk should be filled in with plants and mulch or sod

38 Empty planting beds should have plants installed and mulched, or sod and mulch tree rings.

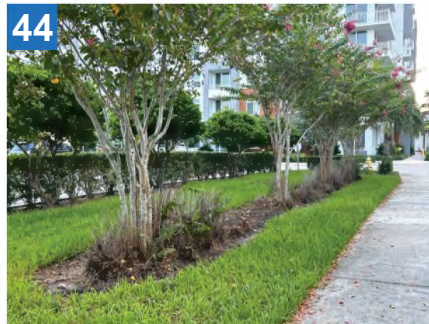
39 Volunteer palm needs to be removed before it gets any larger. Trees need to be mulched

40 Empty planting beds should have plants installed and mulched, or sod and mulch tree rings. Large volunteer palm needs to be removed before it gets any larger.

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



- 41** 10' buffer area along pedestrian pathway needs to have weeds, vines, volunteers, and trash removed
- 42** Empty planting beds should have plants installed and mulched, or sod and mulch tree rings.
- 43** Empty planting beds should have plants installed and mulched, or sod and mulch tree rings.
- 44** Dead plants should be removed and planting beds should have plants installed and mulched, or sod and mulch tree rings.

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



- 45** Piece of metal and rock in grass area straight across from parking garage entrance/exit needs to be removed
- 46** Dead trees need to be removed from 10' buffer area along the pedestrian pathway. Volunteers need to be removed. Palms need to be pruned. All weeds, vines and trash need to be removed.
- 47** Tree rings need to be sprayed and mulched
- 48** Dead trees/shrubs need to be removed from 10' buffer area along the pedestrian pathway. All Volunteers, weeds, vines and trash need to be removed.

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



49 Dead trees/shrubs need to be removed from 10' buffer area along the pedestrian pathway. All Volunteers, weeds, vines and trash need to be removed. Grass clippings should also be removed

50 Dead trees/shrubs need to be removed from 10' buffer area along the pedestrian pathway. All Volunteers, weeds, vines and trash need to be removed. Grass clippings should also be removed

51 Dead trees/shrubs need to be removed from 10' buffer area along the pedestrian pathway. All Volunteers, weeds, vines and trash need to be removed.

52 Remove seed pod and hanging palm frond

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



53 Remove seed pod and hanging palm frond

54 Remove dead plants and mulch beds

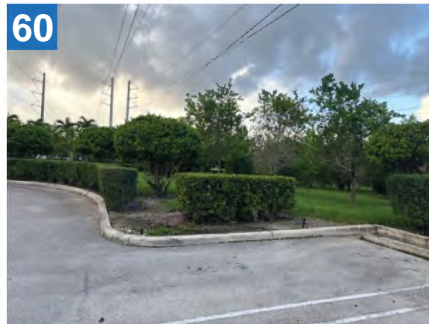
55 Remove dead plants, seed pods, hanging palm fronds, and mulch beds

56 Remove dead plants and mulch beds

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



- 57** Remove dead plants and mulch beds
- 58** Remove debris from planting beds, spray, and mulch beds
- 59** Remove debris from planting beds, spray, and mulch beds
- 60** Remove dead plants and mulch beds in all west parking lots

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



61 Remove debris, spray, and mulch beds

62 Remove dead plants and mulch beds in all west parking lots

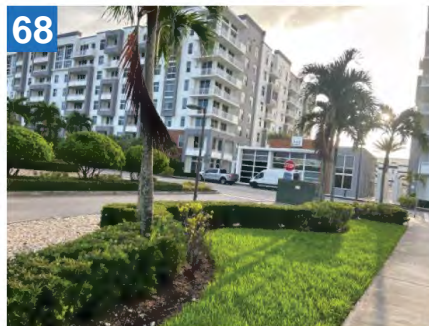
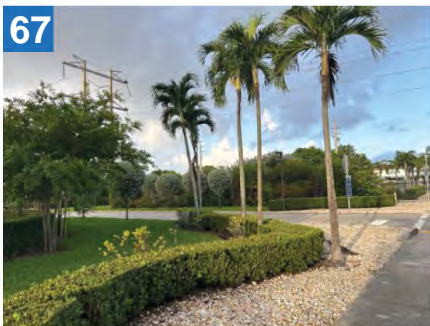
63 Remove dead plants and mulch beds in all west parking lots

64 Remove dead plants and mulch beds in all west parking lots. Remove seed pods and hanging palm fronds

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



65 Remove dead plants and mulch beds at NW 60th St entrance/exit. Remove seed pods and hanging palm fronds

66 Remove dead trees and shrubs from 10' buffer area along pedestrian pathway. Remove all volunteers, weeds, vines, and trash

67 Remove dead plants, seed pods, and hanging palm frond at Nw 60th St entrance/exit and mulch beds

68 Remove dead plants, seed pods, hanging palm fronds at Nw 60th St entrance/exit and mulch beds

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



69 Mulch all landscape planting beds

70 Mulch all landscape planting beds

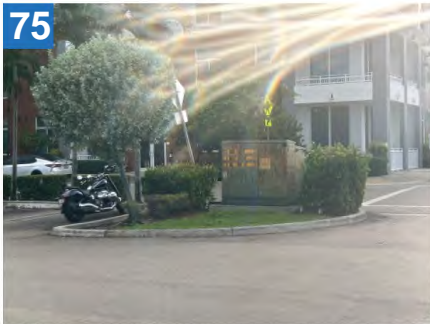
71 Remove dead plants and mulch beds in all west parking lots

72 Remove large vine growing up FPL pole near pedestrian pathway

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



73 Remove trash, dead plants, spray weeds, and mulch beds

74 Spray and mulch beds

75 Remove dead plants and mulch beds in all west parking lots

76 Remove dead plants and mulch beds in all west parking lots

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



77 Remove concrete debris from parking lot and landscape bed

78 Remove weeds and volunteers from Fern beds along NW 58th St

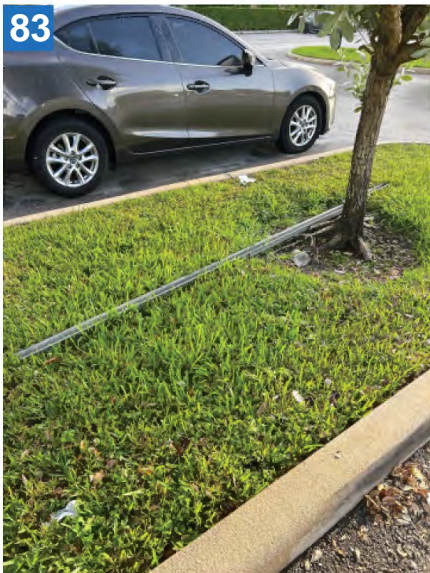
79 Remove dead trees/shrubs from 10' buffer area along pedestrian pathway. Remove all volunteers, weeds, vines, and trash.

80 Remove all trash from 10' buffer area along the pedestrian pathway

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



81 Remove all trash from 10' buffer area along pedestrian pathway

82 Remove all trash and shopping cart from 10' buffer area along pedestrian pathway

83 Remove sign post from parking lot

84 Remove damaged landscape from 10' buffer area along pedestrian pathway

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items

85



86



85

Remove trash from parking lot

86

Remove all trash, dead, and weeds from 10' buffer area along pedestrian pathway

87

Reset parking stop

87



88



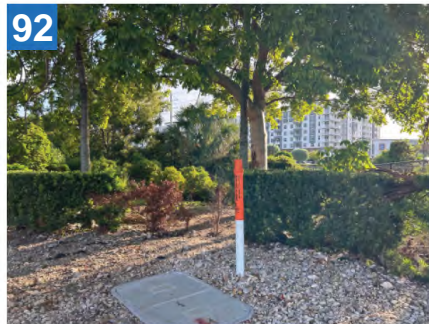
88

Remove trash from along pedestrian pathway west side of parking lot

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



89 Trees/shrubs growing out and over pedestrian pathway fence needs to be cut back to fence line

90 Remove dead from upper wetland area along pedestrian pathway

91 Repair fence at corner of 107th Ave and 58th St

92 Remove volunteers and dead plants along 107th Ave

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



93 Communication boxes need to have their lids reset

94 Mulch landscape beds on 107th Ave

95 Trees/shrubs growing over fence along pedestrian pathway need to be cut back to fence and off walkway for clearance

96 Mulch landscape beds on 107th Ave

QUALITY SITE ASSESSMENT

Landmark At Doral HOA

Maintenance Items



97 Remove rocks and mulch area on 107th Ave

98 Remove rocks and mulch on 107th Ave

Quality Site Assessment

Prepared for: **Landmark At Doral South CDD areas**

General Information

DATE: Friday, Sep 27, 2024

NEXT QSA DATE: Thursday, Oct 24, 2024

CLIENT ATTENDEES:

BRIGHTVIEW ATTENDEES: Shannon Denouden

Customer Focus Areas

Landmark South CDD

Quality you can count on.

7

Seven
Standards of
Excellence

1



Site Cleanliness

2



Weed Free

3



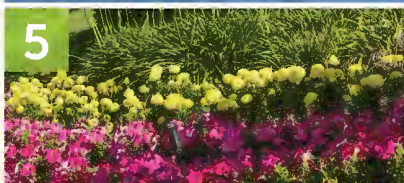
Green Turf

4



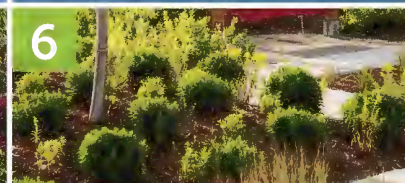
Crisp Edges

5



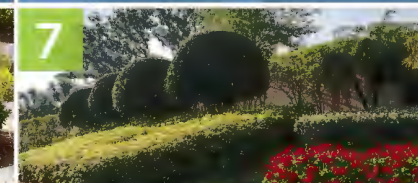
Spectacular Flowers

6



Uniformly Mulched Beds

7



Neatly Pruned Trees & Shrubs

QUALITY SITE ASSESSMENT

Landmark At Doral South CDD

Maintenance Items

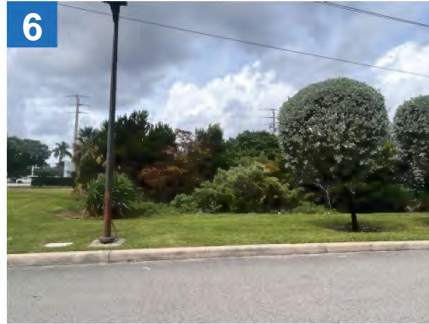


- 1** There are still some remaining tree rings in the turf area to the west of the parking lot that need to soft edged and sprayed
- 2** There are still some remaining tree rings in the turf area to the west of the parking lot that need to soft edged and sprayed
- 3** Far west wetland buffer area still needs to be cleaned up. There are lot of weeds, vines, and trash inside beds
- 4** Far west wetland buffer area still needs to be cleaned up. There are lot of weeds, vines, and trash inside beds

QUALITY SITE ASSESSMENT

Landmark At Doral South CDD

Maintenance Items



- 5** Far west wetland buffer area still needs to be cleaned up. There are lot of weeds, dead branches/plants, vines, and trash inside beds
- 6** Far west wetland buffer area still needs to be cleaned up. There are lot of weeds, vines, and trash inside beds
- 7** Pickup metal rods laying inside hedge on the west side of parking lot
- 8** Large amount of trash on the west side of the parking lot hedge needs to be picked up.

QUALITY SITE ASSESSMENT

Landmark At Doral South CDD

Maintenance Items



- 9** Trash on the west side of the parking lot hedge needs to be picked up.
- 10** Trash on the west side of the parking lot needs to be picked up.
- 11** Trash inside the hedge on the west side of the parking lot needs to be picked up.
- 12** Dead tree on the west side of parking lot needs to be removed

QUALITY SITE ASSESSMENT

Landmark At Doral South CDD

Maintenance Items



13 Box and bag tied inside tree across Aldi needs to be removed and thrown away

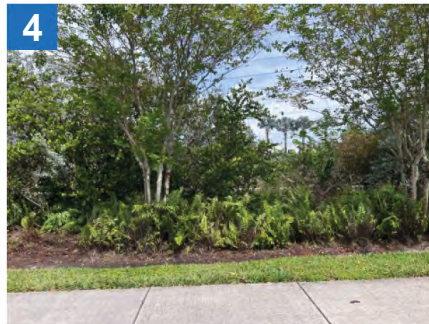
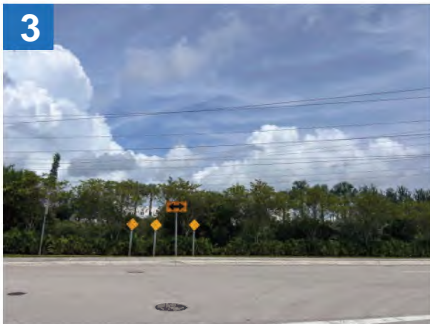
14 Dead shrubs along 107th Ave need to be removed and replaced.

15 Crack weeds and bed weeds need to be removed along 107th Ave

QUALITY SITE ASSESSMENT

Landmark At Doral South CDD

Notes to Owner / Client



1 Area on the last QSA has been cleaned up nicely

2 Area on the last QSA has been cleaned up nicely

3 Area on the last QSA has been cleaned up nicely. Signage has all been cleared as well.

4 Area on the last QSA has been cleaned up nicely

QUALITY SITE ASSESSMENT

Landmark At Doral South CDD

Notes to Owner / Client



5 Area on the last QSA has been cleaned up nicely. Areas should be filled in with new Macho ferns for full planting beds.

6 Area on the last QSA has been cleaned up nicely. Areas should be filled in with new Macho ferns for full planting beds.

7 Area on the last QSA has been cleaned up nicely. Areas should be filled in with new Macho ferns for full planting beds.

8 Area on the last QSA has been cleaned up nicely. Areas should be filled in with new Macho ferns for full planting beds.

QUALITY SITE ASSESSMENT

Landmark At Doral South CDD

Notes to Owner / Client



- 9** Area on the last QSA has been cleaned up nicely. Areas should be filled in with new Macho ferns for full planting beds.
- 10** Area on the last QSA has been cleaned up nicely. Areas should be filled in with new Macho ferns for full planting beds.
- 11** Brightview filled missing Macho ferns along the south side of 62nd St
- 12** Area on the last QSA has been cleaned up nicely

QUALITY SITE ASSESSMENT

Landmark At Doral South CDD

Notes to Owner / Client



13 Area on the last QSA has been cleaned up nicely

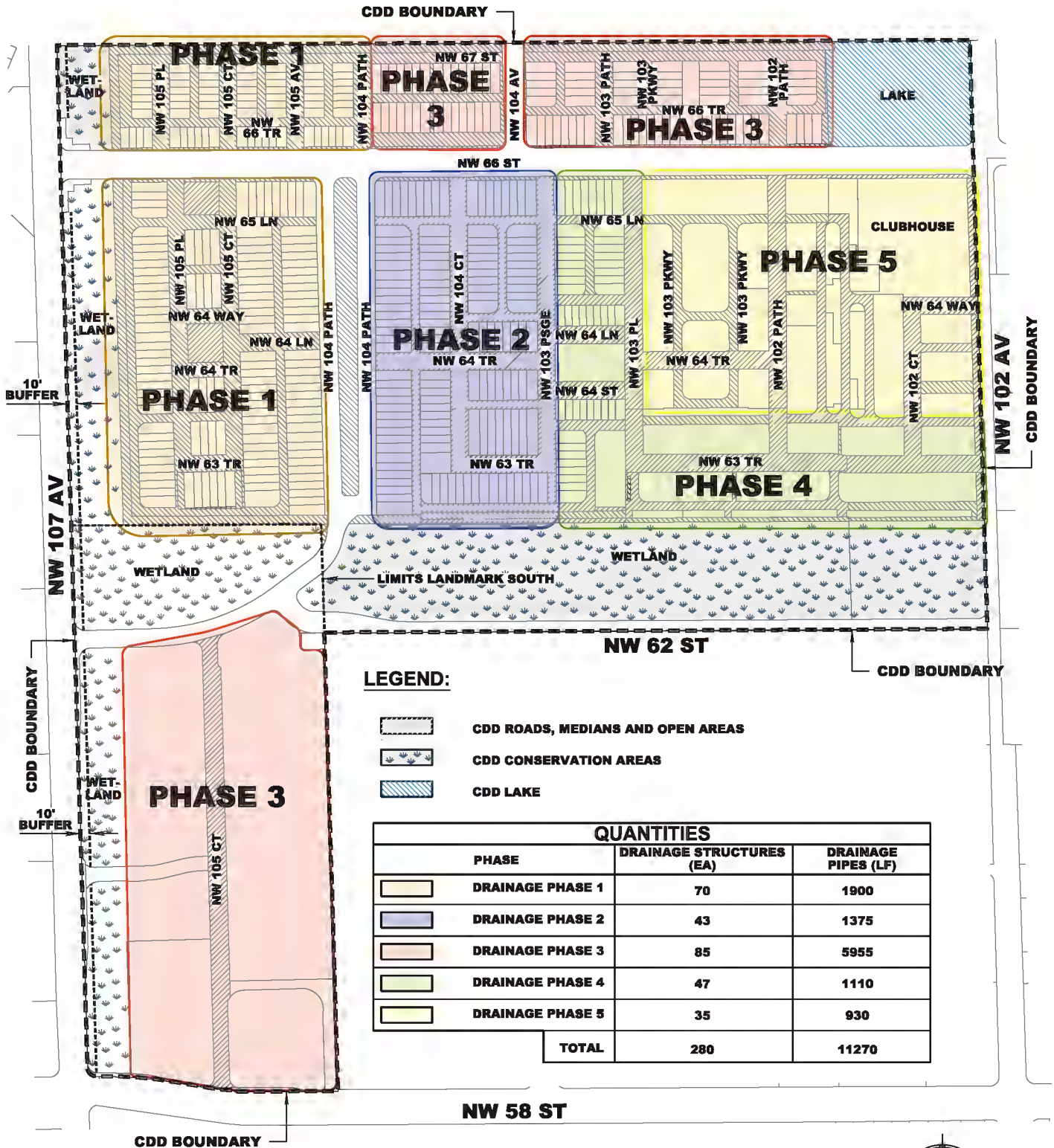
14 Area on the last QSA has been cleaned up nicely

15 Area on last QSA has been cleaned up nicely. Recommend mulching the area for a clean finished look.

16 Area on last QSA has been cleaned up nicely. Recommend mulching the area for a clean finished look.

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

7C



ALVAREZ ENGINEERS, INC.

LANDMARK AT DORAL CDD

LANDMARK AT DORAL - DRAINAGE MAINTENANCE PHASING

EXHIBIT 1



0 50' 200' 400'

LANDMARK AT DORAL CDD
 MAINTENANCE OF THE DRAINAGE SYSTEM
 CONTRACTOR PROPOSALS COMPARISON

PHASE	QUANTITY		DETATCH RE-ATTACH BAFFLE (EA)	UNIT PRICE				DETATCH RE-ATTACH BAFFLE (EA)	COST (\$)						PHASE TOTAL	
	DRAINAGE STRUCTURE (EA)	DRAINAGE PIPE (LF)		DRAINAGE STRUCTURE (\$/EA)		DRAINAGE PIPE (\$/LF)			DRAINAGE STRUCTURES			DRAINAGE PIPES				DETATCH RE-ATTACH BAFFLE (EA)
				CLEAN	CAMERA	CLEAN	CAMERA		CLEAN	CAMERA	TOTAL	CLEAN	CAMERA	TOTAL		
TOP DOG SEWER AND DRAIN CLEANING LLC, PHONE: 7866633581, EMAIL : TOPDOGDRAIN@GMAIL.COM																
PHASE 1	70	1,900		30.00	9.00	5.20	5.15		2,100.00	630.00	2,730.00	9,880.00	9,785.00	19,665.00		22,395.00
PHASE 2	43	1,375		30.00	9.00	5.20	5.15		1,290.00	630.00	1,920.00	7,150.00	7,081.25	14,231.25		16,151.25
PHASE 3	85	5,955		30.00	9.00	5.20	5.15		2,550.00	630.00	3,180.00	30,966.00	30,668.25	61,634.25		64,814.25
PHASE 4	47	1,110		30.00	9.00	5.20	5.15		1,410.00	630.00	2,040.00	5,772.00	5,716.50	11,488.50		13,528.50
PHASE 5	35	930		30.00	9.00	5.20	5.15		1,050.00	630.00	1,680.00	4,836.00	4,789.50	9,625.50		11,305.50
GRAND TOTAL TOP DOG									8,400.00	3,150.00	11,550.00	58,604.00	58,040.50	116,644.50		128,194.50
CARABALLO EXPRESS PUMP OUT CORP, PHONE: 786-346-9807 & 305-776-0802, EMAIL: CARABALLOEXPRESS_CTW@YAHOO.COM																
PHASE 1	70	1,900		300.00		9.21	5.50		21,000.00	-	21,000.00	17,506.60	10,450.00	27,956.60		48,956.60
PHASE 2	43	1,375		300.00	-	9.21	5.50		12,900.00	-	12,900.00	12,669.25	7,562.50	20,231.75		33,131.75
PHASE 3	85	5,955		300.00	-	9.21	5.50		25,500.00	-	25,500.00	54,869.37	32,752.50	87,621.87		113,121.87
PHASE 4	47	1,110		300.00	-	9.21	5.50		14,100.00	-	14,100.00	10,227.54	6,105.00	16,332.54		30,432.54
PHASE 5	35	930		300.00	-	9.21	5.50		10,500.00	-	10,500.00	8,569.02	5,115.00	13,684.02		24,184.02
GRAND TOTAL CARABALLO									84,000.00	-	84,000.00	103,841.78	61,985.00	165,826.78		249,826.78
RAPTOR VAC SYSTEMS, INC., PHONE: (786)342-2921, EMAIL: OPERATIONS@RAPTORVAC.COM																
PHASE 1	70	1,900	67	120.00	-	3.25	3.00	115.00	8,400.00	-	8,400.00	6,175.00	5,700.00	11,875.00	7,705.00	27,980.00
PHASE 2	43	1,375	60	120.00	-	3.25	3.00	115.00	5,160.00	-	5,160.00	4,468.75	4,125.00	8,593.75	6,900.00	20,653.75
PHASE 3	85	5,955	45	120.00	-	3.25	3.00	115.00	10,200.00	-	10,200.00	19,353.75	17,865.00	37,218.75	5,175.00	52,593.75
PHASE 4	47	1,110	51	120.00	-	3.25	3.00	115.00	5,640.00	-	5,640.00	3,607.50	3,330.00	6,937.50	5,865.00	18,442.50
PHASE 5	35	930	38	120.00	-	3.25	3.00	115.00	4,200.00	-	4,200.00	3,022.50	2,790.00	5,812.50	4,370.00	14,382.50
TOTAL RAPTOR VAC									33,600.00	-	33,600.00	36,627.50	33,810.00	70,437.50	30,015.00	134,052.50
RAPTOR VAC ADDITIONAL PROPOSAL CONDITIONS																
	1	Pipeline pneumatic plug 12" to 24". \$2,600.00 for peumatic plugs as required for Phase 3 (Lump Sum)													2,600.00	
	2	3" water pump and hoses, \$3,000.00 for all phases as required (Lump Sum)													3,000.00	
	3	Headwall vegetation clearing \$380.00 in Phase 3 (Lump Sum)													380.00	
TOTAL RAPTOR VAC ADDITIONAL PROPOSAL CONDITIONS																5,980.00
GRAND TOTAL RAPTOR VAC																140,032.50

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

7D

**Landmark at Doral
Community Development District**

ANNUAL FINANCIAL REPORT

September 30, 2023

Landmark at Doral Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2023

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Landmark at Doral Community Development District
Miami-Dade County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Landmark at Doral Community Development District (the "District"), as of and for the year ended September 30, 2023, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Landmark at Doral Community Development District as of September 30, 2023, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



To the Board of Supervisors
Landmark at Doral Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



To the Board of Supervisors
Landmark at Doral Community Development District

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated September 16, 2024 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Landmark at Doral Community Development District's internal control over financial reporting and compliance.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 16, 2024

Landmark at Doral Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023

Management's discussion and analysis of Landmark at Doral Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

Landmark at Doral Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2023.

- ◆ The District's assets exceeded liabilities by \$20,551,659 (net position). Net investment in capital assets was \$19,629,942, restricted net position was \$405,846 and unrestricted net position was \$515,871.
- ◆ Governmental activities revenues totaled \$1,851,287, while governmental activities expenses totaled \$1,875,029.

Landmark at Doral Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2023	2022
Current assets	\$ 551,607	\$ 1,508,014
Restricted assets	1,255,602	-
Intangible assets	334,900	334,900
Capital assets	33,738,615	34,761,554
Total Assets	<u>35,880,724</u>	<u>36,604,468</u>
Current liabilities	973,256	941,306
Non-current liabilities	14,355,809	15,087,761
Total Liabilities	<u>15,329,065</u>	<u>16,029,067</u>
Net Position		
Net investment in capital assets	19,629,942	22,881,701
Restricted net position	405,846	359,678
Unrestricted	<u>515,871</u>	<u>(2,665,978)</u>
Total Net Position	<u>\$ 20,551,659</u>	<u>\$ 20,575,401</u>

The net increase in current assets and restricted assets is related to revenues exceeding expenditures at the fund level in the current year.

The decrease in non-current liabilities is related to principal payments on long-term debt in the current year.

The decrease in capital assets and net investment in capital assets is the result of current year depreciation.

**Landmark at Doral Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	<u>2023</u>	<u>2022</u>
Program Revenues		
Charges for services	\$ 1,794,848	\$ 1,534,689
Miscellaneous income	-	6,220
Investment earnings	56,439	3,630
Total Revenues	<u>1,851,287</u>	<u>1,544,539</u>
Expenses		
General government	152,706	148,542
Physical environment	1,199,627	1,073,969
Interest and other charges	522,696	547,637
Total Expenses	<u>1,875,029</u>	<u>1,770,148</u>
Change in Net Position	(23,742)	(225,609)
Net Position - Beginning of Year	<u>20,575,401</u>	<u>20,801,010</u>
Net Position - End of Year	<u><u>\$ 20,551,659</u></u>	<u><u>\$ 20,575,401</u></u>

The increase in charges for services is related to the increase in special assessments in the current year.

The increase in physical environment is mainly related to the increase in security services.

**Landmark at Doral Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2023 and 2022.

Description	Governmental Activities	
	2023	2022
Land	\$ 17,100,000	\$ 17,100,000
Construction in progress	769,104	748,936
Infrastructure	31,591,011	31,567,392
Equipment	5,000	5,000
Accumulated depreciation	(15,726,500)	(14,659,774)
Total Capital Assets	<u>\$ 33,738,615</u>	<u>\$ 34,761,554</u>

Current year activity consisted of additions to construction in progress of \$20,168 and infrastructure of \$23,619, and depreciation of \$1,066,726.

General Fund Budgetary Highlights

Actual expenditures were less than the final budget because there were lower security service and environmental expenditures than anticipated.

The September 30, 2023, budget was not amended.

Debt Management

Governmental Activities debt includes the following:

- ◆ In March 2016, the District issued \$2,840,000 Series 2016 Special Assessment Bonds to finance the acquisition and construction of the East Parcel Project. As of September 30, 2023, the balance outstanding was, \$2,476,000.
- ◆ In November 2019, the District issued \$10,575,000 Series 2019 A-1 Senior Special Assessment Refunding Bonds and \$4,330,000 Series 2019 A-2 Subordinate Special Assessment Refunding Bonds to refund the Series 2006A Special Assessment Bonds. As of September 30, 2023, the balances outstanding were \$8,840,000 and \$3,645,000, respectively.

**Landmark at Doral Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

Landmark at Doral Community Development District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District for the year ended September 30, 2024.

Request for Information

The financial report is designed to provide a general overview of Landmark at Doral Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Landmark at Doral Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

Landmark at Doral Community Development District
STATEMENT OF NET POSITION
September 30, 2023

	Governmental Activities
Assets	
Current Assets	
Cash	\$ 504,326
Assessments receivable	47,281
Total Current Assets	<u>551,607</u>
Non-Current Assets	
Restricted Assets	
Investments	1,255,602
Intangible Assets	
Mitigation credits	334,900
Capital assets, not being depreciated	
Land	17,100,000
Construction in progress	769,104
Capital assets, being depreciated	
Infrastructure	31,591,011
Equipment	5,000
Accumulated depreciation	(15,726,500)
Total Non-Current Assets	<u>35,329,117</u>
Total Assets	<u>35,880,724</u>
Liabilities	
Current Liabilities	
Accounts payable and accrued expenses	32,736
Due to developer	3,000
Accrued interest	217,520
Bonds payable	720,000
Total Current Liabilities	<u>973,256</u>
Non-current Liabilities	
Bonds payable, net	<u>14,355,809</u>
Total Liabilities	<u>15,329,065</u>
Net Position	
Net investment in capital assets	19,629,942
Restricted for debt service	405,846
Unrestricted	515,871
Total Net Position	<u><u>\$ 20,551,659</u></u>

See accompanying notes to financial statements.

Landmark at Doral Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues Charges for Services	Net (Expenses) Revenues and Changes in Net Position Governmental Activities
Governmental Activities			
General government	\$ (152,706)	\$ 269,778	\$ 117,072
Physical environment	(1,199,627)	256,049	(943,578)
Interest and other charges	(522,696)	1,269,021	746,325
Total Governmental Activities	<u>\$ (1,875,029)</u>	<u>\$ 1,794,848</u>	<u>(80,181)</u>
General Revenues			
Investment earnings			<u>56,439</u>
Change in Net Position			(23,742)
Net Position - October 1, 2022			<u>20,575,401</u>
Net Position - September 30, 2023			<u>\$ 20,551,659</u>

See accompanying notes to financial statements.

Landmark at Doral Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2023

	General	Debt Service 16	Debt Service 19	Capital Projects	Total Governmental Funds
Assets					
Cash and cash equivalents	\$ 504,326	\$ -	\$ -	\$ -	\$ 504,326
Assessments receivable	10,212	-	37,069	-	47,281
Restricted Assets					
Investments	-	184,862	1,056,879	13,861	1,255,602
Total Assets	<u>\$ 514,538</u>	<u>\$ 184,862</u>	<u>\$ 1,093,948</u>	<u>\$ 13,861</u>	<u>\$ 1,807,209</u>
Liabilities, Deferred Inflows of Resources and Fund Balances					
Liabilities					
Accounts payable and accrued expenses	\$ 32,736	\$ -	\$ -	\$ -	\$ 32,736
Due to developer	3,000	-	-	-	3,000
Total Liabilities	<u>35,736</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>35,736</u>
Deferred Inflows of Resources					
Unavailable revenues	<u>10,212</u>	<u>-</u>	<u>37,069</u>	<u>-</u>	<u>47,281</u>
Fund Balances					
Restricted for debt service	-	184,862	1,056,879	-	1,241,741
Restricted for capital projects	-	-	-	13,861	13,861
Unassigned	468,590	-	-	-	468,590
Total Fund Balances	<u>468,590</u>	<u>184,862</u>	<u>1,056,879</u>	<u>13,861</u>	<u>1,724,192</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 514,538</u>	<u>\$ 184,862</u>	<u>\$ 1,093,948</u>	<u>\$ 13,861</u>	<u>\$ 1,807,209</u>

See accompanying notes to financial statements.

Landmark at Doral Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2023

Total Governmental Fund Balances	\$ 1,724,192
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, land, \$17,100 000, construction in progress, \$769,104, infrastructure, \$31,591,011, and equipment, \$5,000, net of accumulated depreciation, \$(15,726,500), used in governmental activities, are not current financial resources and therefore, are not reported at the fund level.	33,738,615
Intangible assets, mitigation credits, used in governmental activities are not current financial resources, and therefore, are not reported at the fund level.	334,900
Long-term liabilities, including bonds payable, \$(14,961,000), net of bond premium, net, \$(128,958) and bond discount, net, \$14,149, are not due and payable in the current period and therefore, are not reported at the fund level.	(15,075,809)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the governmental fund level.	(217,520)
Unavailable revenues are recognized as a deferred inflow of resources at the fund level, however, revenue is recognized when earned at the government-wide level.	<u>47,281</u>
Net Position of Governmental Activities	<u><u>\$ 20,551,659</u></u>

See accompanying notes to financial statements.

Landmark at Doral Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended September 30, 2023

	General	Debt Service 16	Debt Service 19	Capital Projects	Total Governmental Funds
Revenues					
Special assessments	\$ 525,827	\$ 183,186	\$ 1,085,835	\$ -	\$ 1,794,848
Investment income	65	8,120	47,511	743	56,439
Total Revenues	<u>525,892</u>	<u>191,306</u>	<u>1,133,346</u>	<u>743</u>	<u>1,851,287</u>
Expenditures					
Current					
General government	140,027	1,830	10,849	-	152,706
Physical environment	132,901	-	-	-	132,901
Capital outlay	23,619	-	-	20,168	43,787
Debt Service					
Principal	-	58,000	640,000	-	698,000
Interest	-	122,748	420,900	-	543,648
Total Expenditures	<u>296,547</u>	<u>182,578</u>	<u>1,071,749</u>	<u>20,168</u>	<u>1,571,042</u>
Net Change in Fund Balances	229,345	8,728	61,597	(19,425)	280,245
Fund Balances - October 1, 2022	<u>239,245</u>	<u>176,134</u>	<u>995,282</u>	<u>33,286</u>	<u>1,443,947</u>
Fund Balances - September 30, 2023	<u><u>\$ 468,590</u></u>	<u><u>\$ 184,862</u></u>	<u><u>\$ 1,056,879</u></u>	<u><u>\$ 13,861</u></u>	<u><u>\$ 1,724,192</u></u>

See accompanying notes to financial statements.

Landmark at Doral Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

Net Change in Fund Balances - Total Governmental Funds	\$ 280,245
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays. However, in the Statement of Activities the costs of those assets is allocated over their estimated useful lives as depreciation. This is the amount that capital outlay, \$43,787, was exceeded by depreciation, \$(1,066,726), in the current year.	(1,022,939)
Principal payments on long-term debt are recorded as expenditures at the fund level, however, they reduce liabilities at the government-wide level.	698,000
Bond premium/discount is amortized as interest over the life of the bonds at the government-wide level. This is the current year net amortization.	11,952
In the Statement of Activities, interest is accrued on outstanding bonds; whereas at the fund level, interest expenditures are reported when due. This is the change in accrued interest in the current period.	<u>9,000</u>
Change in Net Position of Governmental Activities	<u><u>\$ (23,742)</u></u>

See accompanying notes to financial statements.

Landmark at Doral Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 522,556	\$ 522,556	\$ 525,827	\$ 3,271
Investment income	-	-	65	65
Total Revenues	<u>522,556</u>	<u>522,556</u>	<u>525,892</u>	<u>3,336</u>
Expenditures				
Current				
General government	146,729	146,729	140,027	6,702
Physical environment	358,207	358,207	132,901	225,306
Capital outlay	<u>16,000</u>	<u>16,000</u>	<u>23,619</u>	<u>(7,619)</u>
Total Expenditures	<u>520,936</u>	<u>520,936</u>	<u>296,547</u>	<u>224,389</u>
Net Change in Fund Balances	1,620	1,620	229,345	227,725
Fund Balances - October 1, 2022	<u>169,125</u>	<u>169,125</u>	<u>239,245</u>	<u>70,120</u>
Fund Balances - September 30, 2023	<u>\$ 170,745</u>	<u>\$ 170,745</u>	<u>\$ 468,590</u>	<u>\$ 297,845</u>

See accompanying notes to financial statements.

Landmark at Doral Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on September 2, 2005, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by the Miami-Dade County Board of County Commissioners, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Landmark at Doral Community Development District. The District is governed by a five member Board of Supervisors. All the Supervisors are employed by the Developer. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Landmark at Doral Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board, The Financial Reporting Entity, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Landmark at Doral Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and miscellaneous revenues. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Landmark at Doral Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Landmark at Doral Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter, to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 90 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund 16 – This fund is used to account for the debt service payments associated with the Series 2016 Special Assessment Bonds.

Landmark at Doral Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund 19 – This fund is used to account for the debt service payments associated with the Series 2019 Special Assessment Bonds.

Capital Projects Fund – The Capital Projects Fund accounts for construction of infrastructure improvements within the boundaries of the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and improvements, and non-current governmental liabilities, such as general obligation bonds and due to developer be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Landmark at Doral Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**4. Assets, Liabilities, Deferred Inflows of Resources and Net Position or Equity
(Continued)**

a. Cash and Investments (Continued)

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

b. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. A formal budget is adopted for the general fund. As a result, deficits in the budget columns of the accompanying financial statements may occur.

c. Capital Assets

Capital assets, which includes land, construction in progress, infrastructure and equipment, are reported in the governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Equipment	10 years
Infrastructure	25-30 years

Landmark at Doral Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**4. Assets, Liabilities, Deferred Inflows of Resources and Net Position or Equity
(Continued)**

d. Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net position that applies to a future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until then. The district only has one time that qualifies for reporting in the category. Unavailable revenues are reported only in the governmental funds balance sheet. This amount is deferred and recognized as an inflow of resources in the period that amounts become available.

e. Unamortized Bond Discount/Premium

Bond discounts and premiums are presented on the government-wide financial statements. They are amortized over the life of the bonds using the straight-line method. For financial reporting, the unamortized bond discount/premium is netted with the applicable long-term debt.

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments. The District did not have investment balances.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2023, the District's bank balance was \$503,281 and the carrying value was \$504,326. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2023, the District had the following investments and maturities:

Investment	Maturities	Fair Value
First American Government Obligations Fund	24 days*	<u>\$ 1,255,602</u>

* Maturity is a weighted average maturity

Landmark at Doral Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE B – CASH AND INVESTMENTS (CONTINUED)

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investments listed above are Level 1 assets.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2023, the District's investment in First American Government Obligations Fund were rated AAAm by Standard and Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The District's investment in the First American Government Obligations Fund represent 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2023 were typical. The District considers any decline in fair value for certain investments to be temporary.

Landmark at Doral Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE C – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2023 was as follows:

	Balance October 1, 2022	Additions	Deletions	Balance September 30, 2023
<u>Governmental activities:</u>				
Capital assets, not being depreciated:				
Land	\$ 17,100,000	\$ -	\$ -	\$ 17,100,000
Construction in progress	748,936	20,168	-	769,104
Total Capital Assets, Not Depreciated	<u>17,848,936</u>	<u>20,168</u>	<u>-</u>	<u>17,869,104</u>
Capital assets, being depreciated:				
Infrastructure	31,567,392	23,619	-	31,591,011
Equipment	5,000	-	-	5,000
Accumulated depreciation	(14,659,774)	(1,066,726)	-	(15,726,500)
Capital Assets, Being Depreciated, Net	<u>16,912,618</u>	<u>(1,043,107)</u>	<u>-</u>	<u>15,869,511</u>
Total Capital Assets	<u>\$ 34,761,554</u>	<u>\$ (1,022,939)</u>	<u>\$ -</u>	<u>\$ 33,738,615</u>

Depreciation of \$1,066,726 was charged to physical environment.

NOTE D – LONG-TERM DEBT

Long-term debt for Governmental Activities is comprised of the following:

Special Assessment Bonds

\$2,840,000 Series 2016 Special Assessment Bonds are due in annual principal installments beginning May 2017 and maturing May 2046. Interest at varying rates of 3.75% to 5.0% is due each May and November beginning November 2016.

\$ 2,476,000

Special Assessment Refunding Bonds

\$10,575,000 Series 2019 A-1 Senior Special Assessment Refunding Bonds are due in annual principal installments beginning May 2020 and maturing May 2038. Interest at a fixed rate of 3% is due each May and November beginning May 2020.

8,840,000

\$4,330,000 Series 2019 A-2 Subordinate Special Assessment Refunding Bonds are due in annual principal installments beginning May 2020 and maturing May 2038. Interest at varying rates of 3.125% to 4.00% is due each May and November beginning May 2020.

3,645,000

Landmark at Doral Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE D – LONG-TERM DEBT (CONTINUED)

Long-term debt at September 30, 2023	\$ 14,961,000
Plus: bond premium, net	128,958
Less: bond discount, net	<u>(14,149)</u>
Bonds Payable, Net	<u>\$ 15,075,809</u>

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2023 are as follows:

Year Ending September 30,	Principal	Interest	Total
2024	\$ 720,000	\$ 522,048	\$ 1,242,048
2025	748,000	499,166	1,247,166
2026	767,000	474,893	1,241,893
2027	795,000	449,960	1,244,960
2028	823,000	424,116	1,247,116
2029-2033	4,532,000	1,698,760	6,230,760
2034-2038	5,391,000	866,100	6,257,100
2039-2043	684,000	231,200	915,200
2044-2046	501,000	50,900	551,900
Totals	<u>\$ 14,961,000</u>	<u>\$ 5,217,143</u>	<u>\$ 20,178,143</u>

Summary of Significant Bond Resolution Terms and Covenants

The Series 2016 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after May 1, 2026 at the redemption price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date. The Series 2019 A-1 and Series 2019 A-2 Bonds (collectively, the Series 2019 Bonds) are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after May 1, 2030 at the redemption price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

The Series 2016, and Series 2019 A-1 and A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established certain amounts be maintained in a reserve account. In addition, the Bond Indenture has certain restrictions and requirements relating to the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Landmark at Doral Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE D – LONG-TERM DEBT (CONTINUED)

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

1. Series 2016 Reserve Fund – The Series 2016 Reserve Account is funded from the proceeds of the Series 2016 Bonds in an amount equal to \$90,075. Amounts held in the reserve accounts will be used only for the purposes established in the Trust Indenture.
2. Series 2019 Reserve Fund – The Series 2019 Reserve Accounts are funded from the proceeds of the Series 2019 Bonds in an amount equal to fifty percent of the maximum annual debt service outstanding on the respective Series 2019 Bonds. Amounts held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

	Reserve Balance	Reserve Requirement
Series 2016 Special Assessment Bonds	\$ 93,782	\$ 90,075
Series 2019 A-1 Senior Special Assessment Refunding Bonds	\$ 366,800	\$ 366,800
Series 2019 A-2 Subordinate Special Assessment Refunding Bonds	\$ 161,500	\$ 161,500

NOTE E – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has not filed any claims under this commercial coverage in the past three years.



Berger, Toombs, Elam, Gaines & Frank

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Landmark at Doral Community Development District
Miami-Dade County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Landmark at Doral Community Development District, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated September 16, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Landmark at Doral Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Landmark at Doral Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Landmark at Doral Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.



To the Board of Supervisors
Landmark at Doral Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Landmark at Doral Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 16, 2024



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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MANAGEMENT LETTER

To the Board of Supervisors
Landmark at Doral Community Development District
Miami-Dade County, Florida

Report on the Financial Statements

We have audited the financial statements of the Landmark at Doral Community Development District as of and for the year ended September 30, 2023, and have issued our report thereon dated September 16, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in that report, which are dated September 16, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the previous financial audit report.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Landmark at Doral Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Landmark at Doral Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.



To the Board of Supervisors
Landmark at Doral Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Landmark at Doral Community Development District. It is management's responsibility to monitor the Landmark at Doral Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2023.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Landmark at Doral Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 2
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$173,924
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2022, together with the total expenditures for such project: N/A
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was not amended.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Landmark at Doral Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District. The District assessments were \$349.83 and Debt Service Fund, \$1,300.65 - \$1,630.15.
- 2) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$1,794,848.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds. Series 2016, \$2,476,000, maturing May 2046, Series 2019 A-1, \$8,840,000, maturing May 2038, and Series 2019 A-2, \$3,645,000, maturing May 2038.



To the Board of Supervisors
Landmark at Doral Community Development District

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 16, 2024



**Berger, Toombs, Elam,
Gaines & Frank**

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**INDEPENDENT ACCOUNTANT'S REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Landmark at Doral Community Development District
Miami-Dade County, Florida

We have examined Landmark at Doral Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2023. Management is responsible for Landmark at Doral Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Landmark at Doral Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Landmark at Doral Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Landmark at Doral Community Development District's compliance with the specified requirements.

In our opinion, Landmark at Doral Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2023.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 16, 2024

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2025-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LANDMARK
AT DORAL COMMUNITY DEVELOPMENT DISTRICT HEREBY
ACCEPTING THE AUDITED BASIC FINANCIAL STATEMENTS FOR THE
FISCAL YEAR ENDED SEPTEMBER 30, 2023**

WHEREAS, the District's Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Basic Financial Statements for Fiscal Year 2023;

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

1. The Audited Basic Financial Statements for Fiscal Year 2023 heretofore submitted to the Board are hereby accepted for Fiscal Year 2023, for the period ending September 30, 2023; and

2. A verified copy of said Audited Basic Financial Statements for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 16th day of October, 2024.

ATTEST:

**LANDMARK AT DORAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

8

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is elected as Officer of the District effective October 16, 2024:

Kristen Thomas is elected Assistant Secretary

SECTION 2. The following prior appointments by the Board remain unaffected by this Resolution:

<u>Su-Wun Bosco Leu</u>	Chair
<u>Todd Patterson</u>	Vice Chair
<u>Odel Torres</u>	Assistant Secretary
<u>Jorge Finol</u>	Assistant Secretary
<u>Juan Carlose Tellez</u>	Assistant Secretary
<u>Daniel Rom</u>	Assistant Secretary
<u>Craig Wrathell</u>	Secretary
<u>Craig Wrathell</u>	Treasurer
<u>Jeff Pinder</u>	Assistant Treasurer

PASSED AND ADOPTED THIS 16TH DAY OF OCTOBER, 2024.

ATTEST:

**LANDMARK AT DORAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**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
AUGUST 31, 2024**

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2024**

	Major Funds				
	General	Debt Service Series 2016	Debt Service Series 2019	Capital Projects Series 2016	Total Governmental Funds
ASSETS					
Cash - SunTrust					
Unreserved	\$ 861,149	\$ -	\$ -	\$ -	\$ 861,149
Reserved for parking garage	15	-	-	-	15
Reserved for south parcel	332	-	-	-	332
Reserved for army corp of engineers	362	-	-	-	362
Investments					
Revenue	-	96,959	600,011	-	696,970
Reserve	-	98,117	-	-	98,117
Sinking A2	-	-	70	-	70
Reserve - senior	-	-	366,800	-	366,800
Reserve - subordinate	-	-	161,500	-	161,500
Principal	-	-	177	-	177
Construction	-	-	-	13,087	13,087
Due from Merged	5,375	-	37,069	-	42,444
Due from North (Lennar)*	4,837	-	-	-	4,837
Total assets	<u>\$ 872,070</u>	<u>\$ 195,076</u>	<u>\$ 1,165,627</u>	<u>\$ 13,087</u>	<u>\$ 2,245,860</u>
LIABILITIES					
Liabilities					
Due to Lennar	3,000	-	-	-	3,000
Total liabilities	<u>3,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,000</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	-	195,076	1,128,558	-	1,323,634
Capital projects	-	-	-	13,087	13,087
Assigned					
3 months working capital	114,472	-	-	-	114,472
Doral Cay stormwater	34,067	-	-	-	34,067
Unassigned	710,320	-	-	-	710,320
Total fund balances	<u>858,859</u>	<u>195,076</u>	<u>1,128,558</u>	<u>13,087</u>	<u>2,195,580</u>
 Total liabilities, deferred inflows of resources and fund balances	 <u>\$ 872,070</u>	 <u>\$ 195,076</u>	 <u>\$ 1,165,627</u>	 <u>\$ 13,087</u>	 <u>\$ 2,245,860</u>

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED AUGUST 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 627,126	\$ 622,667	101%
Interest & miscellaneous	7	92	-	N/A
Total revenues	<u>7</u>	<u>627,218</u>	<u>622,667</u>	101%
EXPENDITURES				
Professional & administrative				
Supervisors	-	2,584	4,304	60%
Management/accounting/recording	3,440	37,842	41,282	92%
Legal - general counsel				
Billing, Cochran, Lyles, Mauro & Ramsey	2,707	23,907	18,000	133%
Engineering	3,083	43,452	25,000	174%
Audit	-	-	8,900	0%
Accounting services - debt service	442	4,863	5,305	92%
Assessment roll preparation	950	10,445	11,395	92%
Arbitrage rebate calculation	-	750	1,500	50%
Dissemination agent	292	3,208	3,500	92%
Trustee	-	8,493	5,500	154%
Postage & reproduction	11	11	500	2%
Printing & binding	42	458	500	92%
Legal advertising	6,353	6,794	1,500	453%
Office supplies	-	357	500	71%
Annual district filing fee	-	175	175	100%
Insurance: general liability	-	7,162	7,575	95%
ADA website compliance	210	210	210	100%
Website	-	705	705	100%
Contingencies	67	638	1,000	64%
Total professional & administrative	<u>17,597</u>	<u>152,054</u>	<u>137,351</u>	111%

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED AUGUST 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Monitoring reports	-	-	3,600	0%
Wetlands planting and earthwork	-	-	6,000	0%
Wetland vegetation trimming	-	1,539	10,000	15%
Area management services	-	-	8,000	0%
Landscape improvements	-	66,784	75,000	89%
Fountain - O&M	-	-	13,000	0%
Fence install - wetlands	-	-	10,000	0%
Fence repair	-	1,750	2,500	70%
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%
Installation of Median lights	-	-	50,000	0%
Drainage system maintenance	-	-	21,400	0%
Capital outlay	-	-	15,000	0%
Contingencies	-	8,559	8,825	97%
Total field operations	-	78,632	291,325	27%
Other fees and charges				
Property appraiser & tax collector	-	6,263	6,486	97%
Total other fees and charges	-	6,263	6,486	97%
Total expenditures	17,597	236,949	435,162	54%
 Excess/(deficiency) of revenues over/(under) expenditures	 (17,590)	 390,269	 187,505	
 Fund balance - beginning	 876,448	 468,590	 323,275	
Fund balance - ending (projected)	858,858	858,859	510,780	
Assigned				
3 months working capital	114,472	114,472	114,472	
Doral Cay stormwater	34,067	34,067	34,067	
Unassigned	710,319	710,320	362,241	
Fund balance - ending	<u>\$ 858,858</u>	<u>\$ 858,859</u>	<u>\$ 510,780</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 AUGUST 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll	\$ -	\$ 183,350	\$ 182,046	101%
Interest	788	9,268	-	N/A
Total revenues	<u>788</u>	<u>192,618</u>	<u>182,046</u>	106%
EXPENDITURES				
Principal	-	60,000	60,000	100%
Interest	-	120,572	120,573	100%
Total expenditures	<u>-</u>	<u>180,572</u>	<u>180,573</u>	100%
Other fees and charges				
Property appraiser & tax collector	-	1,831	1,896	97%
Total other fees and charges	<u>-</u>	<u>1,831</u>	<u>1,896</u>	97%
Total expenditures	<u>-</u>	<u>182,403</u>	<u>182,469</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	788	10,215	(423)	
Fund balance - beginning	194,288	184,861	178,719	
Fund balance - ending	<u>\$ 195,076</u>	<u>\$ 195,076</u>	<u>\$ 178,296</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 AUGUST 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll	\$ -	\$ 1,086,809	\$ 1,079,080	101%
Interest	4,554	57,196	-	N/A
Total revenues	<u>4,554</u>	<u>1,144,005</u>	<u>1,079,080</u>	106%
EXPENDITURES				
Principal	-	660,000	660,000	100%
Interest	-	401,475	401,475	100%
Total expenditures	<u>-</u>	<u>1,061,475</u>	<u>1,061,475</u>	100%
Other fees and charges				
Property appraiser & tax collector	-	10,853	11,240	97%
Total other fees and charges	<u>-</u>	<u>10,853</u>	<u>11,240</u>	97%
Total expenditures	<u>-</u>	<u>1,072,328</u>	<u>1,072,715</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	4,554	71,677	6,365	
Fund balance - beginning	<u>1,124,004</u>	<u>1,056,881</u>	<u>1,020,343</u>	
Fund balance - ending	<u><u>\$ 1,128,558</u></u>	<u><u>\$ 1,128,558</u></u>	<u><u>\$ 1,026,708</u></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 AUGUST 31, 2024**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ 54	\$ 633
Total revenues	<u>54</u>	<u>633</u>
EXPENDITURES		
Construction in progress	<u>-</u>	<u>1,407</u>
Total expenditures	<u>-</u>	<u>1,407</u>
Excess/(deficiency) of revenues over/(under) expenditures	54	(774)
Fund balance - beginning	13,033	13,861
Fund balance - ending	<u><u>\$ 13,087</u></u>	<u><u>\$ 13,087</u></u>

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

	Principal	Interest	Debt Service	Bond Balance
11/01/16		81,279.18	81,279.18	2,840,000.00
05/01/17	46,000.00	67,111.25	113,111.25	2,794,000.00
11/01/17		66,248.75	66,248.75	2,794,000.00
05/01/18	48,000.00	66,248.75	114,248.75	2,746,000.00
11/01/18		65,348.75	65,348.75	2,746,000.00
05/01/19	50,000.00	65,348.75	115,348.75	2,696,000.00
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	2,590,000.00	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 Public Hearings and a Regular Meeting on September 12, 2024 at 4:00 p.m., at the Landmark Clubhouse, 10220 NW 66th Street, Doral, Florida 33178.

Present were:

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

Also present:

Daniel Rom	District Manager
Kristen Thomas	Wrathell, Hunt and Associates, LLC (WHA)
Gregory George	District Counsel
Alejandro Aleman	District Engineer
Angelo Camacho	Alvarez Engineers, Inc.
Juan De Maqua	Resident
Sui Flan Jim	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 4:02 p.m. Supervisors Bosco, Patterson, Torres were present. Supervisor Finol was not present at roll call. Supervisor Tellez was absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

▪ **Public Hearing on Adoption of Fiscal Year 2024/2025 Budget (30 minutes)**

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

A. Proof/Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2024-06, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Finol arrived at the meeting at 4:00 p.m.

Mr. Rom recalled that, at the last meeting, the Fiscal Year 2025 budget line items were reviewed extensively and Staff was directed to include specific amounts and proposals discussed to the Operation and Maintenance (O&M) portion of the assessments, in the amount of \$500 per unit or less. This resulted in an \$82.58 assessment increase per unit over Fiscal Year 2024. He reviewed the proposed Fiscal Year 2025 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes.

Discussion ensued regarding the O&M assessment amount of \$499.43 per unit, the budget line items, bond payments, the Truth In Millage (TRIM) Notice, Unassigned Fund Balance, "3 months working capital" line item, Doral Cay stormwater funds, status of current projects, potential changes to the expenditures and lowering the overall O&M assessment using Unassigned/Surplus Funds.

The Board considered removing the \$20,000 "Parking management" and \$23,400 "Landmark South landscape maintenance" line items, increasing "Installation of median lights" from \$100,000 to \$160,000 and reducing "Contingencies" from \$22,196 to \$9,000.

On MOTION by Mr. Torres and seconded by Mr. Finol, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Torres and seconded by Mr. Bosco, with all in favor, the Public Hearing was closed.

Mr. Bosco proposed lowering the O&M assessment, using Unassigned Fund Balance.

71 Mr. Rom suggested lowering the Unassigned Fund Balance to \$70,000.

72 Discussion ensued regarding the “3 months working capital” line item, zeroing out the
73 Unassigned Fund Balance to lower the O&M assessment, whether using all the surplus funds
74 would be beneficial and the Miami-Dade Tax Collector.

75
76 **On MOTION by Mr. Bosco and seconded by Mr. Patterson, with Mr. Bosco, Mr.**
77 **Patterson and Mr. Finol in favor, and Mr. Torres dissenting, zeroing out and**
78 **utilizing all the Unassigned Fund Balance to offset a portion of the O&M**
79 **assessments, was approved. (Motion passed 3-1)**

80
81
82 Mr. Rom asked for final direction to Management regarding the budget.

83 Discussion ensued regarding what items to remove from the budget, reducing the “3
84 months working capital” line item to reflect the expenditures, the utility line items and annual
85 permits.

86 The decision was made to remove “Curbing alleyways” at \$31,500.

87 Mr. Rom articulated the motion to amend the budget and removing the line items that
88 were identified, increasing the median lights from \$100,000 to \$160,000 and zeroing out the
89 Unassigned Fund Balance.

90
91 **On MOTION by Mr. Torres and seconded by Mr. Finol, with Mr. Finol in favor**
92 **and Mr. Patterson, Mr. Torres, and Mr. Bosco dissenting, Resolution 2024-06,**
93 **Relating to the Annual Appropriations and Adopting the Budget for the Fiscal**
94 **Year Beginning October 1, 2024, and Ending September 30, 2025, as amended,**
95 **as stated; Authorizing Budget Amendments; and Providing an Effective Date, to**
96 **amend the budget, as stated, was not adopted. (Motion failed 3-1)**

97
98
99 Discussion ensued regarding property values, the HOA’s maintenance responsibilities,
100 the CDD’s maintenance responsibilities, vendors, the new Field Operations Manager’s salary
101 and responsibilities, whether to remove the “Parking management” line item, adjusting the
102 “Pressure-washing” line item from \$17,000 to \$10,000, reducing the “Utilities-irrigation” line
103 item from \$25,000 to \$12,000 and adding \$13,000 to the net.

Mr. Rom articulated the motion to adopt the budget, as amended, removing "Parking management" at \$20,000, removing "Landmark South landscape maintenance" at \$23,400, removing "Curbing alleyways" at \$31,500, removing "Exercise park" at \$88,000, removing "Exercise park maintenance" at \$5,000, reducing the "Utilities-irrigation" line item from \$25,000 to \$12,000, reducing "Contingencies" from \$22,196 to \$9,000, increasing "Installation of median lights" from \$100,000 to \$160,000 and zeroing out the Unassigned Fund Balance.

On MOTION by Mr. Patterson and seconded by Mr. Finol, with Mr. Patterson, and Mr. Finol in favor and Mr. Bosco and Mr. Torres dissenting, Resolution 2024-06, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025, as amended as stated; Authorizing Budget Amendments; and Providing an Effective Date, was not adopted. (Motion failed 2-2)

Mr. Torres stated that he would like to keep the assessment levels the same as they were in Fiscal Year 2024, with no overall increase, by making additional cuts out of the budget. He voiced his concerns about the landscape maintenance and irrigation costs.

Ms. Thomas stated Staff anticipates that the Field Ops Manager will secure the contracts and ensure that the CDD's vendors coordinate with the HOA's vendors to make sure that the residents are taken care of. Asked which entity would pay to repair damaged sprinkler pumps, Mr. Rom stated it depends on which entity owns the pumps.

Discussion ensued regarding whether to adopt the budget as previously stated.

On MOTION by Mr. Torres and seconded by Mr. Finol, with Mr. Torres, Mr. Finol and Mr. Patterson in favor, and Mr. Bosco dissenting, Resolution 2024-06, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025, as amended as stated; Authorizing Budget Amendments; and Providing an Effective Date, was adopted. (Motion passed 3-1)

Mr. Torres exited the meeting at 5:58 p.m.

- 137 ▪ **Public Hearing to Hear Comments and Objections on the Imposition of Special**
138 **Assessments for Operations and Maintenance for Fiscal Year 2024/2025, Pursuant to**
139 **Florida Law (5 minutes)**

140 This item, previously the Seventh Order of Business, was presented out of order.

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

142 The affidavit of publication was included for informational purposes.

143 **B. Consideration of Resolution 2024-07, Making a Determination of Benefit and Imposing**
144 **Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and**
145 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for**
146 **Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an**
147 **Effective Date**

148 Mr. Rom presented Resolution 2024-07.

149
150 **On MOTION by Mr. Patterson and seconded by Mr. Finol, with all in favor, the**
151 **Public Hearing was opened.**

152
153
154 In response to a Board Member's question, Mr. George stated the purpose of this
155 Resolution is to place the assessments on the tax roll.

156 No affected property owners or members of the public spoke.

157
158 **On MOTION by Mr. Bosco and seconded by Mr. Patterson, with all in favor, the**
159 **Public Hearing was closed.**

160
161
162 Mr. Torres returned to the meeting at 6:01 p.m.

163
164 **On MOTION by Mr. Patterson and seconded by Mr. Finol, with all in favor,**
165 **Resolution 2024-07, Making a Determination of Benefit and Imposing Special**
166 **Assessments for Fiscal Year 2024/2025; Providing for the Collection and**
167 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing**
168 **for Amendments to the Assessment Roll; Providing a Severability Clause; and**
169 **Providing an Effective Date, was adopted.**

THIRD ORDER OF BUSINESS**Consideration of Responses to RFP for
Landscape and Irrigation Maintenance
Services****A. Respondents****I. BrightView Landscape Services****II. Project Xerofitus, LLC****B. Ranking**

Mr. Rom distributed the Evaluation Criteria and stated each vendor was required to participate in the mandatory on-site visit but BrightView was the only vendor that attended. Asked what to do about the respondent that did not attend the mandatory on-site visit, Mr. Rom stated the Board has the option to decline their proposal.

Mr. Rom reviewed the Proposal Evaluation Form and stated Alvarez Engineers, Inc. drafted the scope of work portion of the Request for Proposals (RFP) and hosted the on-site visit.

Discussion ensued regarding costs and the number of cuts that BrightView will perform.

C. Award of Contract/Authorization to Contract with Highest Ranked Respondent

The District Engineer scored and ranked the respondents as follows:

#1	Brightview Landscape Services	100 points
#2	Project Xerofitus, LLC	87 points

On MOTION by Mr. Patterson and seconded by Mr. Finol, with Mr. Patterson, Mr. Finol and Mr. Torres in favor and Mr. Bosco dissenting, accepting the District Engineer's scores and ranking of Brightview Landscape Services as the #1 ranked respondent to the RFP for Landscape and Irrigation Maintenance Services, with a score of 100 points, as the Board's scores and ranking; awarding the Landscape and Irrigation Maintenance Services contract to BrightView; and directing Staff to negotiate a contract with BrightView, was approved. (Motion passed 3-1)

FOURTH ORDER OF BUSINESS**Discussion/Consideration (90 minutes)**

Mr. Rom and Ms. Thomas presented the following:

A. Exercise Lake Path Concept

This item was not considered.

B. FPL Proposals for LED Streetlights

I. NW 104th Path Lighting Project

- Preliminary Plan
- FPL LED Lighting Pricing Calculator - Landmark at Doral HOA
- FPL LED Streetlight Agreement - Landmark at Doral HOA
- New FPL LED Account Information

On MOTION by Mr. Patterson and seconded by Mr. Torres, with all in favor, the Florida Power & Light (FPL) Proposals for LED Streetlights for the NW 104th Path Lighting Project, authorizing Staff to obtain an FPL Easement and authorizing District Counsel to prepare an Agreement, was approved.

II. NW 66 Street Median Lighting Project

- Median Lighting Plans
- Lighting Estimated Quantities
- Proposed Lighting Equipment

On MOTION by Mr. Finol and seconded by Mr. Patterson, with all in favor, the FPL Proposals for LED Streetlights for the NW 66 Street Median Lighting Project, in a not-to-exceed amount of \$160,000, and authorizing Staff to engage the lowest-priced vendor, was approved.

C. Alvarez Engineers, Inc. District Engineer's Report for Fiscal Year 2024-2025 Pursuant to Section 9.21(b) of the Master Trust Indentures as they relate to Special Assessment Bonds, Series 2006 and Series 2016

Mr. Rom presented the District Engineer's Report for Fiscal Year 2024-2025 dated June 27, 2024.

On MOTION by Mr. Torres and seconded by Mr. Finol, with all in favor, the Alvarez Engineers, Inc. District Engineer's Report for Fiscal Year 2024-2025 Pursuant to Section 9.21(b) of the Master Trust Indentures as they relate to Special Assessment Bonds, Series 2006 and Series 2016, was approved.

D. Sidewalk Project Related Items

I. 305 Residential Repairs LLC Estimate #189 in the amount of \$14,000

II. Florida Sidewalk Solutions, LLC in the amount of \$18,000

Discussion ensued regarding proposal costs, scope of work, the HOA, establishing a not-to-exceed amount of \$32,000 and requesting updated proposals.

The Board directed Staff to secure updated proposals.

Mr. Torres motioned to approve the sidewalk proposals in a not-to-exceed amount of \$32,000. The motion failed due to lack of a second.

III. The Pressure Cleaning Man Inc. Estimate No 2274 for Pressure Cleaning of Sidewalks, Curbs and Swales

On MOTION by Mr. Bosco and seconded by Mr. Patterson, with all in favor, Pressure Cleaning Man Inc. Estimate No 2274 for Pressure Cleaning of Sidewalks, Curbs and Swales, in the amount of \$17,000, was approved.

E. Termination Notice of EHOFCongress Doral, LLC Maintenance Agreement

I. Consideration of Landmark South Landscape Maintenance Agreement

On MOTION by Mr. Bosco and seconded by Mr. Patterson, with all in favor, the Termination Notice of the EHOFCongress Doral, LLC Maintenance Agreement, was accepted.

F. Proposals for Field Operations Manager

I. First Service Residential

II. UNUS Property Management LLC

Discussion ensued regarding the proposals.

Mr. Rom recommended engaging UNUS Property Management LLC.

On MOTION by Mr. Patterson and seconded by Mr. Finol, with all in favor, the UNUS Property Management LLC proposal for Field Operations Manager Services and authorizing Staff to enter into an Agreement with UNUS Property Management LLC, was approved.

G. BrightView Landscape Services Items

- **Quality Site Assessment Maintenance Scorecard Review of CDD Property**

I. Landmark at Doral CDD

Ms. Thomas stated this item is 100% complete.

II. Landmark at Doral HOA

Ms. Thomas stated the CDD portion of the HOA is 70% complete.

III. Landmark at Doral South

Ms. Thomas stated this item is still in progress. The vendor is cooperating.

FIFTH ORDER OF BUSINESS

Ratification of BrightView Landscape Services Proposals for Extra Work - Trash Receptacles (1 minute)

Mr. Rom presented the BrightView Landscape Services Proposals for Extra Work related to Trash Receptacles, which was previously executed.

On MOTION by Mr. Finol and seconded by Mr. Bosco, with all in favor, the BrightView Landscape Services Proposals for Extra Work related to Trash Receptacles, were ratified.

SIXTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2024/2025 Budget (30 minutes)

This item was presented following the Second Order of Business.

SEVENTH ORDER OF BUSINESS

**Public Hearing to Hear Comments and
Objections on the Imposition of Special
Assessments for Operations and
Maintenance for Fiscal Year 2024/2025,
Pursuant to Florida Law (5 minutes)**

This item was presented following the Second Order of Business.

EIGHTH ORDER OF BUSINESS

Updates (5 minutes)

Mr. Rom presented the following:

A. SW-1656

- I. Miami Environmental & Civil Engineering, LLC Subregional Groundwater
Background Study for Iron**
- II. Miami-Dade County Department of Regulatory and Economic Resources
Review of Background Study for Iron in Groundwater**

**On MOTION by Mr. Patterson and seconded by Mr. Finol, with all in favor, the
Miami Environmental & Civil Engineering, LLC Subregional Groundwater
Background Study for Iron, in the amount of \$21,500, and the Miami-Dade
County Department of Regulatory and Economic Resources Amendment, were
approved.**

NINTH ORDER OF BUSINESS

**Consideration of Goals and Objectives
Reporting [HB7013 - Special Districts
Performance Measures and Standards
Reporting]**

Mr. Rom presented the Memorandum explaining the requirement for the CDD to develop goals and objectives. He presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

**On MOTION by Mr. Finol and seconded by Mr. Torres, with all in favor, the
Goals and Objectives and the Performance Measures/Standards & Annual
Reporting Form, were approved.**

TENTH ORDER OF BUSINESS**Consent Agenda Items (5 minutes)**

- A. Acceptance of Unaudited Financial Statements as of July 31, 2024**
- B. Approval of May 15, 2024 Regular Meeting Minutes**

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

ELEVENTH ORDER OF BUSINESS**Staff Reports**

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

Mr. George stated the Board was previously informed about the new Goals and Objectives requirement from the Legislature.

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

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

There were no reports from the District Engineer or the District Manager.

- **NEXT MEETING DATE: October 16, 2024 at 4:00 P.M.**

- **QUORUM CHECK**

TWELFTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS**Supervisors' Requests**

There were no Supervisor's requests.

FOURTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Patterson and seconded by Mr. Torres, with all in favor, the meeting adjourned at 6:50 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

C

From: [Kristen Thomas](#)
To: [Gianna Denofrio](#); [Daphne Gillyard](#)
Cc: [Kristen Thomas](#); [Daniel Rom](#)
Subject: Introduction as New Field Operations Manager for Landmark at Doral CDD
Date: Tuesday, October 1, 2024 5:03:46 PM

Gianna,

Can you add this to the next agenda for Landmark at Doral under staff reports- Field Operations Manager.

Thank you,

Kristen Thomas
District Manager
Wrathell, Hunt and Associates, LLC
Phone: 561.571.0010
Toll Free: 877.276.0889
Fax: 561.571.0013
Cell: 561.517.5111
E-Mail: thomask@whhassociates.com

Mailing Address (for all payments sent via US Mail):
P.O. Box 810036
Boca Raton, FL 33481

Physical Address (for all payments sent via express services):
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

www.whhassociates.com

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From: Victor Castro <manager@unusmgmt.com>
Sent: Monday, September 30, 2024 4:14 PM
To: Kristen Thomas <thomask@whhassociates.com>; Daniel Rom <romd@whhassociates.com>
Subject: Introduction as New Operations Manager for Landmark CDD

Dear, Board Members, Managers, and Vendors,

I hope this email finds you well.

As I step into my new role as the Operations Manager for Landmark Community Development District (CDD), I wanted to take a moment to personally introduce myself. My name is Victor Castro, and I am honored to join the Landmark community.

While my primary role is as the Operations Manager of Landmark CDD, I will also lend support to both Landmark HOA and Landmark South HOA, from a standpoint of their responsibilities to the CDD. My main objective is to work collaboratively with all stakeholders to benefit the entire CDD.

Bringing with me an extensive background in construction and property management, I am confident in my ability to navigate the complexities of community operations and strive toward the continuous improvement and enhancement of our neighborhood. My focus will be on the betterment of Landmark at Doral CDD as a whole, ensuring it remains a vibrant, desirable place to live.

I firmly believe that open communication channels foster progress, innovation, and strong community ties. Therefore, I warmly invite all decision-makers, managers, and vendors of the Landmark community to share their concerns, suggestions, and insights on the CDD with me. Together, we can make meaningful strides toward providing an exceptional living environment and further add value to Landmark at Doral.

I look forward to meeting and working closely with each of you. Please do not hesitate to reach out to me directly at 786-363-9594.

Thank you for your time, and I look forward to contributing positively to our community.

Regards,

Victor Castro

.....

UNUS PROPERTY MANAGEMENT LLC

Office_ 786-422-1142

Cell_ 786-363-9594

victor@UNUSmgmt.com

www.UNUSmgmt.com

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

D

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Landmark Clubhouse, 10220 NW 66th Street, Doral, Florida 33178</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2024	Regular Meeting	4:00 PM
November 20, 2024	Regular Meeting	4:00 PM
December 18, 2024	Regular Meeting	4:00 PM
January 15, 2025	Regular Meeting	4:00 PM
February 19, 2025	Regular Meeting	4:00 PM
March 19, 2025	Regular Meeting	4:00 PM
April 16, 2025	Regular Meeting	4:00 PM
May 13, 2025	Regular Meeting	4:00 PM
June 18, 2025	Regular Meeting	4:00 PM
July 16, 2025	Regular Meeting	4:00 PM
August 12, 2025	Regular Meeting	4:00 PM
September 17, 2025	Regular Meeting	4:00 PM