

LANDMARK AT DORAL

**COMMUNITY DEVELOPMENT
DISTRICT**

November 20, 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

November 13, 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 hold a Regular Meeting on November 20, 2024 at 4:00 p.m., at the Landmark Clubhouse, 10220 NW 66th Street, Doral, Florida 33178. The agenda is as follows:

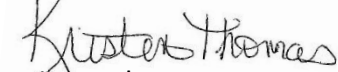
1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Supervisors (Odel Torres - Seat 1, Sui Flan Jim - Seat 4, Juan Javier De Maqua - Seat 5 *(the following will be provided in a separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-03, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Resolution 2025-04, Providing the District Manager and the Field Operations Manager, With Limited Discretionary Spending Authority Under Conditions Specified Herein; Authorizing the District Manager to Execute Certain Agreements and Proposals on Behalf of the District in Connection with Such Authority; Providing for Reporting to and Ratification by the Board of Supervisors; And Providing for an Effective Date and for Termination
6. Discussion/Consideration: Pet Waste Eliminator Invoice for Dog Waste Stations [\$858.99]

7. Discussion/Consideration: Allstate Resource Management, Inc. Special Service Agreement/Debris Clean-Up [One-Time Special Debris Clean-Up within the Five Preserve Areas on Site \$2,523.00]
8. Ratification Items
 - A. The Pressure Cleaning Man, Inc. Invoice No. 8154 [Extra Pressure Washing Area \$850]
 - B. Landmark at Doral Homeowners Association, Inc. Agreement for Enforcement of Parking Rules and Regulation
 - C. Headley Construction Group, Inc. Small Project Agreement [Sidewalk Slab Replacement and Repairs]
9. Consent Agenda Items **(5 minutes)**
 - A. Acceptance of Unaudited Financial Statements as of September 30, 2024
 - B. Approval of October 16, 2024 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: December 18, 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	SUI FLAN JIM	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	JUAN JAVIER DE MAQUA	<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) 517-5111 with any questions.

Sincerely,

A handwritten signature in black ink that reads "Kristen Thomas". The signature is written in a cursive, flowing style.

Kristen Thomas
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 8664977

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

4

RESOLUTION 2025-03

**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 November 20, 2024:

_____	is elected Chair
_____	is elected Vice Chair
_____	is elected Assistant Secretary
_____	is elected Assistant Secretary
_____	is elected Assistant Secretary

SECTION 2. The following Officer shall be removed as Officer effective November 20, 2024:

<u>Su-Wun Bosco Leu</u>	Chair
<u>Todd Patterson</u>	Vice Chair
<u>Daniel Rom</u>	Assistant Secretary

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell Secretary

Kristen Thomas Assistant Secretary

Craig Wrathell Treasurer

Jeff Pinder Assistant Treasurer

PASSED AND ADOPTED THIS 20TH DAY OF NOVEMBER, 2024.

ATTEST:

**LANDMARK AT DORAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

5

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, PROVIDING THE DISTRICT MANAGER AND THE FIELD OPERATIONS MANAGER, WITH LIMITED DISCRETIONARY SPENDING AUTHORITY UNDER CONDITIONS SPECIFIED HEREIN; AUTHORIZING THE DISTRICT MANAGER TO EXECUTE CERTAIN AGREEMENTS AND PROPOSALS ON BEHALF OF THE DISTRICT IN CONNECTION WITH SUCH AUTHORITY; PROVIDING FOR REPORTING TO AND RATIFICATION BY THE BOARD OF SUPERVISORS; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR TERMINATION

WHEREAS, the Landmark at Doral Community Development District (the “District”) is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and having those powers set forth in Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District (the “Board”) has determined that it is appropriate to provide the District Manager of the District, and the Field Operations Manager of the District with certain discretionary authority to make certain expenditures and purchases and enter into certain limited agreements, contracts and proposals (collectively referred to herein as, “Agreements”) with contractors, consultants, and vendors (each a “Service Provider”) with respect to services benefiting and on behalf of the District, provided that such an expenditure does not exceed established thresholds that the expenditure is contemplated or within the funding designated for such service, as reflected in the applicable fiscal year budget for the District, and the expenditure is for a one-time repair, purchase or maintenance item; and

WHEREAS, the Board has determined that it is in the best interest of the public and the residents of the District to delegate such discretionary spending authority to the District Manager and the Field Operations Manager, which will provide for greater efficiency in the delivery of services required by the District, and will therefore benefit those residing within the boundaries of the District.

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

Section 1. The above recitals true and correct and by this reference are hereby incorporated into and made an integral part of this Resolution.

Section 2. The District Manager of the District is hereby authorized to make certain expenditures and enter into Agreements with Service Providers with respect to services benefiting the District, provided that each of the following conditions is satisfied:

A. The expenditure of District funds is for a one-time repair, purchase, maintenance item or other expenditure of a limited duration.

B. The amount to be paid to any particular Service Provider does not exceed **FIVE THOUSAND AND 00/100 (\$5,000.00) Dollars** for any particular one-time repair, purchase, maintenance item or other expenditure.

C. The expenditure for such services or purchase does not exceed that which is contemplated or designated for such service or purchase in the applicable fiscal year budget for the District. The recognized exception to this condition is if the District Manager determines that an emergency exists, which necessitates that a Service Provider be engaged immediately to prevent further damage or injury to persons or property for which the District would be responsible.

D. The expenditure is within the District's power as reflected in the District Charter and in Chapter 190, Florida Statutes, and is not contrary to any applicable statute, regulation, or District Rule of Procedure.

E. Prior to execution of any Agreement on behalf of the District, the legal form of any Agreement has been reviewed and approved by District Counsel.

F. The term of any Agreement with a Service Provider does not exceed one (1) year.

Section 3. The Field Operations Manager of the District is hereby authorized to make certain expenditures and enter into Agreements with Service Providers with respect to services benefiting the District, provided that each of the following conditions is satisfied:

A. The amount to be paid to any particular Service Provider does not exceed **TWO THOUSAND FIVE HUNDRED AND 00/100 (\$2,500.00) Dollars**, annually.

B. The expenditure for such goods or services does not exceed that which is contemplated or designated for such goods or service in the applicable fiscal year budget for the District. The recognized exception to this condition is if the Field Operations Manager determines that an emergency exists, which necessitates that a Service Provider be engaged immediately to prevent further damage or injury to persons or property for which the District would be responsible.

C. The expenditure is within the District's power as reflected in the District Charter and in Chapter 190, Florida Statutes, and is not contrary to any applicable statute, regulation, or District Rule of Procedure.

D. The term of any Agreement with a Service Provider does not exceed one (1) year.

E. Prior to the expenditure or execution of the Agreement or the engagement of the Service Provider, if applicable, the Field Operations Manager secures the approval by e-mail, telephone, or in writing of the District Manager.

F. Prior to execution of any Agreement on behalf of the District, the legal form of the Agreement has been reviewed and approved by District Counsel.

G. Any expenditure made by the Field Operations Manager pursuant to this Resolution shall be reported in writing to the District Manager within twenty-four (24) hours of the expenditure being made.

Section 4. Any Agreement entered into in accordance with this Resolution shall be reported to the Board at the following regularly scheduled meeting or Special Meeting of the Board. A copy of the Agreement along with any other proposals solicited shall be provided with the agenda materials distributed to the Board for purposes of Board ratification. Although not required, Members of the Board shall make every effort, individually, to direct any questions each individual Supervisor may have to the District Manager prior to the meeting of the Board in which the Agreement is reported. The failure to report or ratify an Agreement pursuant to this Resolution shall not have the effect, nor shall it be construed, to invalidate or void such an Agreement.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repelled to the extent of such conflict.

Section 6. If any clause, section or other part application of this Resolution is held by a court of competent jurisdiction to be unconstitutional or invalid, in part or as applied it shall not affect the validity of the remaining portions or the applications of the Resolution.

Section 7. This Resolution shall take effect immediately and shall terminate when so directed by resolution of the Board of Supervisors.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT, THIS 20TH DAY OF NOVEMBER, 2024.**

ATTEST:

**LANDMARK AT DORAL COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print name: _____

Secretary/Assistant Secretary

By: _____

Print name: _____

Chair/Vice Chair, Board of Supervisors

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

6

Q Search...

Call Today  1-800-790-8896

[Pet Waste Bags](#)

[Signs](#)

[Stations](#)

[Trash Cans](#)

My Cart

Please review your purchases and quantities, then proceed to checkout.

 In stock items ship same day if the order is placed by 4 PM CST



Item: EKE17GRE1

Top Plastic Bundle Sale

Station Color: Green

Fines on Sign: \$75.00 to \$500.00 Fine

[Edit](#)

Qty

1

[Remove](#)

\$799.00

Subtotal: \$799.00

In Stock, Ships Today!



Apply Coupon Code



Estimate Shipping and Tax

Zip/Postal Code

33033

Standard Shipping

☒ Standard Shipping \$59.99

Subtotal

\$799.00

Shipping & Handling

\$59.99

Tax

\$70.87

Order Total

\$929.86

[CHECK OUT NOW](#)

Items You May Also Like



20% off + a FREE Market Basket

with orders over \$149!

BEST SELLER

Pet Waste Eliminator Bags on Rolls

Partially made with Recycled Materials

Receive special discounts and Exclusive Promotions. Plus get 20% OFF + this Free Market Picnic Basket with your first order of \$149 or more!

Trash Can Liners for 10 Gallon Plastic Receptacles

Odor eliminating liners!

Enter your email address

BEST SELLER

[Subscribe](#)

This form is protected by reCAPTCHA - the Google Privacy Policy and Terms of Service apply.



Dog Park Products - 2 Hoop Jump

Available in 3 colors!



Budget Fire Hydrant

Now with Metal Base!

[Contact Us](#)

13280 NW Freeway, Ste F356

Houston, TX 77040-6003

[About](#)

[About Us](#)

[Contact Us](#)

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

7

SPECIAL SERVICE AGREEMENT / DEBRIS CLEAN-UP

Landmark at Doral C.D.D.
c/o UNUS Property Management L.L.C.
3560 NE 11th Drive
Homestead, FL 33033

(786) 363-9594
victor@unusmgmt.com

DATE:

11/01/2024

TERMS:

Balance due upon job completion.

DELIVERY:

Two (2) weeks

DESCRIPTION

One-time special debris clean-up within the five preserve areas on site, labeled A through E (map attached).

AMOUNT

\$2,523.00

Includes manpower, equipment, and offsite disposal

THIS OFFER IS GOOD FOR THIRTY (30) DAYS FROM DATE OF QUOTATION.

Debris is defined as light trash, including individual bottles, cups, bags, cans, paper and other items not natural to the environment. No vegetation of any kind is included. This does not include any large items such as dumped appliances, furniture, or construction materials.

Customer will be responsible for providing truck access to the preserve areas.

ALLSTATE RESOURCE MANAGEMENT, INC.

CUSTOMER ACCEPTANCE: The above prices, specifications and conditions are satisfactory and are hereby accepted and the signers acknowledge that they are authorized to execute this document.

ALLSTATE (Signature)

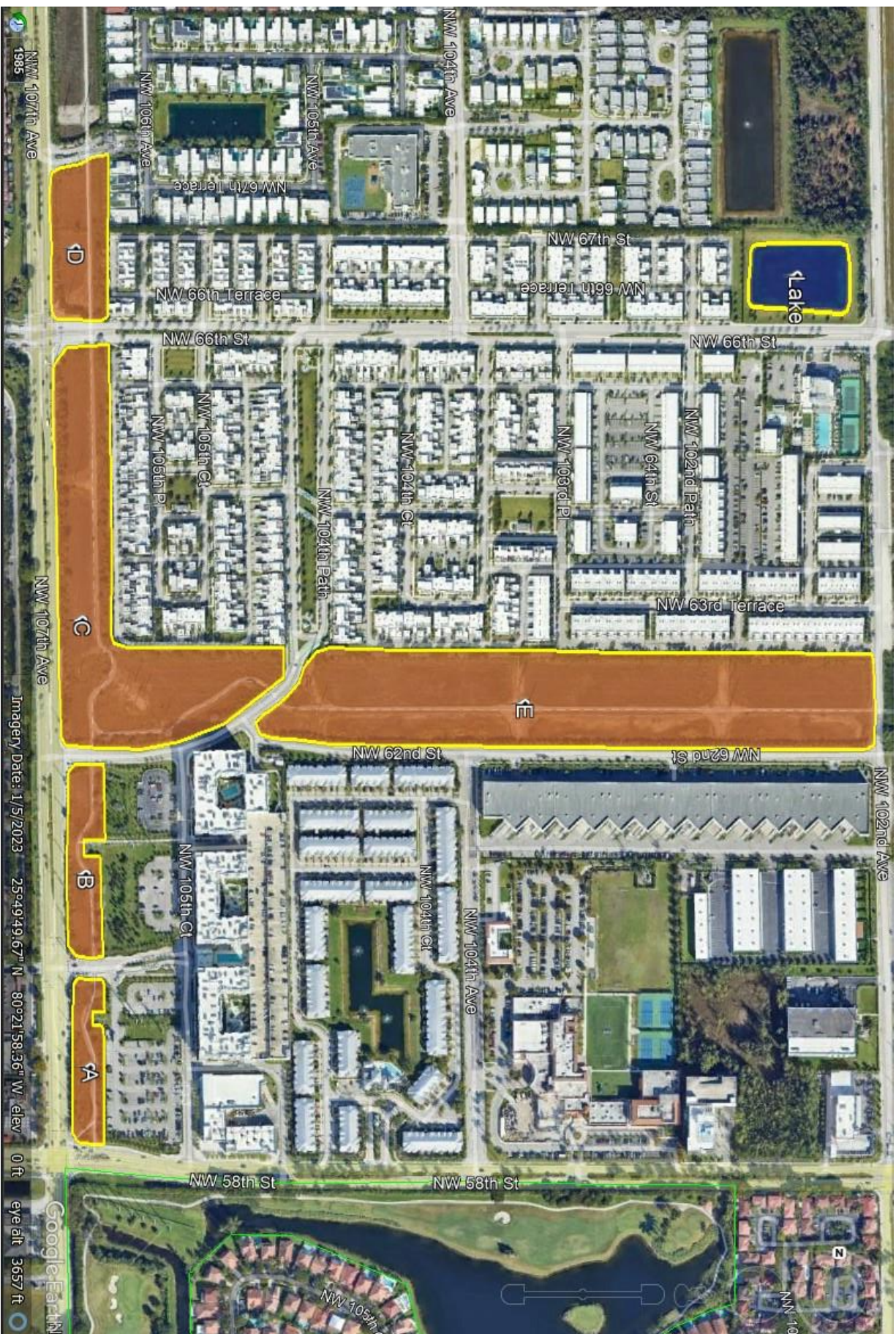
CUSTOMER (Signature)

NAME / TITLE (Printed)

NAME / TITLE (Printed)

DATE

DATE



**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

RATIFICATION ITEMS A

INVOICE

13476 SW 22nd Street
Miramar, FL 33027
Thepressurecleaningman@gmail.com
www.thepressurecleaningman.com
Cell: (954)328-8964
License Dade County No. 14BS00064
License Broward County No. 11-RP-17299-X
Office number (954)995-2356



The Pressure Cleaning Man inc.

Invoice

Bill To:	Landmark at Doral CDD	Invoice No:	8154
	victor@unusmgt.com	Date:	10/15/2024
	10220 NW 66 Street	Terms:	NET 0
	Doral FL 33178	Due Date:	10/15/2024

Description	Amount
Pressure cleaning	\$850.00

Please refer to the attached map for the areas designated in Orange, indicating the pressure cleaning zones.

- Sidewalks
- Curbs
- Swales

Light chemical spray on all areas after pressure cleaning, enhancing the longevity and cleanliness of areas. Warranty for 4 months on all areas being pressure cleaned, this does not include unlevelled sidewalks where water accumulates into puddles. The chemical application only warrants any algae reappearance, it does not cover any rust marks due to well water or tree stains due to leaves.

Process & Disclaimer: Groundwork

Pressure Cleaning employs water and pressure to effectively remove algae from surfaces, utilizing a circular surface cleaner for optimal results. Additionally, a light wash-down of areas may be included to eliminate any residual dirty water resulting from the cleaning process. It's important to note that pressure washing ground work does not automatically remove gum, rust stains, tire marks, or oil stains unless specifically stated otherwise in the estimate content.

Payment Details

Please forward your payment through Zelle. You may process the payment using our email address:
thepressurecleaningman@gmail.com, name: Michael Aguilar.

Check payments are to be made payable to The Pressure Cleaning Man, mailing address 13476 SW 22nd St, Miramar, FL 33027.

By engaging in business with The Pressure Cleaning Man, you agree that, in the event of non-payment, we may sell the debt to a third-party collection agency. This may result in additional costs and potential credit score implications, so we encourage prompt communication to resolve outstanding balances directly with us.

Payments done via third parties, i.e. Avid exchange, are subject to a 3.5% processing fee.


Subtotal	\$850.00
Total	\$850.00
PAID	\$0.00

Balance Due	\$850.00
-------------	----------

Notes

Thank you for your business. We look forward to continue serving you in the future.

The Pressure Cleaning Man
inc.


Client's signature

Landmark 2nd area.jpeg



**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

RATIFICATION ITEMS B

**AGREEMENT FOR ENFORCEMENT OF
PARKING RULES AND REGULATIONS**

This Agreement is made and entered into this 18th 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 Doral, Miami-Dade County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"); and

LANDMARK AT DORAL HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose principal address and mailing address is 10220 NW 66th Street, Doral, Florida 33178 (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

WHEREAS, the Association is a homeowners' association organized and existing pursuant to Chapter 720, Florida Statutes; and

WHEREAS, on May 18, 2024, following a duly advertised public hearing, the District's Board of Supervisors adopted Resolution No. 2018-03 enacting the Landmark at Doral Community Development District Parking Rules and Regulations ("Parking Rules").

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to enter into this Agreement with the Association in order to authorize the Association to enforce the Parking Rules adopted by the District; and

WHEREAS, the parties have determined that this Agreement is in the best interests of the parties and the residents of the District, in order to ensure an orderly and coordinated enforcement of parking rules within the Landmark at Doral community.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the term and conditions hereof, the District and the Association agree as follows:

1.0 **RECITALS.** The foregoing recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 ENFORCEMENT OF RULES. The District hereby authorizes the Association to enforce and apply the District's Parking Rules, which were approved and enacted by the District by Resolution No. 2018-03 on May 18, 2018, and which are attached hereto as **Exhibit A**, on all streets, roads, designated parking spaces, and other real property owned or maintained by the District, and as such Parking Rules may be amended by the District from time to time. Nothing herein shall be interpreted or construed to prohibit the District from enforcing, at any time and by any legal means necessary, the Parking Rules. Association shall be fully responsible for all decisions pertaining to the towing citing or towing of vehicles determined by the Association to be in violation of the Parking Rules.

3.0 INDEMNIFICATION.

3.1 The Association agrees to indemnify and hold harmless the District, its elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by the District, its elected officers, agents, servants, or employees, arising out of, or by reason of, or relating to this Agreement or resulting from the Association's negligent acts, errors, or omissions, or willful or intentional acts.

3.2 To the extent permitted by law, the District agrees to indemnify and hold harmless the Association, its elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by the Association, its elected officers, agents, servants, or employees, arising out of, or by reason of, or relating to this Agreement or resulting from the District's negligent acts, errors, or omissions, or willful or intentional acts.

4.0 NO WAIVER OF IMMUNITIES. Nothing herein shall be construed as a waiver by the District of the protections, immunities, and limitations of liability provided in Section 768.28, Florida Statutes.

5.0 TERM OF AGREEMENT; TERMINATION.

5.1 This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall be for one (1) year and shall automatically renew for additional one (1)-year periods on the anniversary date of the Effective Date of the Agreement.

5.2 Either party may terminate this Agreement for convenience (with or without cause) at any time and at its discretion upon providing twenty-four (24) hours' written notice of its intent to terminate to the other party.

6.0 MISCELLANEOUS PROVISIONS.

6.1 **NOTICES.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

DISTRICT: **Landmark at Doral Community Development District**
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attention: District Manager

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

ASSOCIATION: **Landmark at Doral Homeowners Association, Inc.**
10220 NW 66th Street
Doral, Florida 33178
Attention: President

Notice shall be deemed given upon the earlier of actual receipt, one business day after sending by express overnight courier, or three business days after sending by certified or registered mail.

6.2 **ENTIRE AGREEMENT.** The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between the District and the Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

6.3 **AMENDMENT AND WAIVER.** This Agreement may be amended only by a written instrument signed by both parties. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

6.4 **SEVERABILITY.** The parties agree that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

6.5 **GOVERNING LAW; VENUE.** This Agreement shall be construed under the laws of the State of Florida. Venue of any claim, objection, or dispute arising out of this Agreement shall be in the appropriate court of competent jurisdiction in Miami-Dade County, Florida.

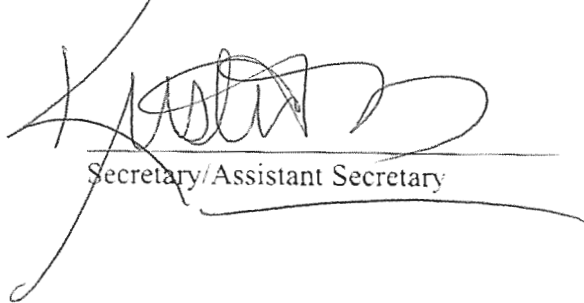
6.6 **ATTORNEYS' FEES.** In any dispute arising between or among the parties, the losing party shall pay to the prevailing party reasonable costs and expenses incurred in connection with any mediation, arbitration, or suit as determined by the mediator, arbitrator, or court, including attorneys' fees, court costs incurred by the prevailing party or any agent or employee of the prevailing party in participating in any arbitration or litigation in connection therewith.

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

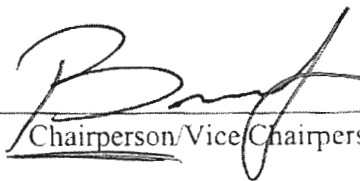
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:


Secretary/Assistant Secretary

**LANDMARK AT DORAL COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Chairperson/Vice Chairperson

**LANDMARK AT DORAL
HOMEOWNERS ASSOCIATION, INC.**

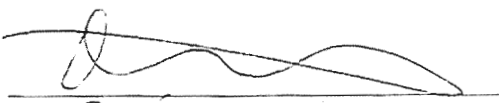
By: 
Title: President

EXHIBIT A

**LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT
PARKING RULES AND REGULATIONS**

LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT

PARKING RULES AND REGULATIONS

Adopted May 18, 2018 (Resolution No. 2018-03)

LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT

PARKING RULES AND REGULATIONS

- 1.0 Parking and Towing. The rules and regulations of this Section 1.0 are hereby adopted by the Landmark at Doral Community Development District (the "District") and shall be referred to as the "CDD Parking Rules and Regulations" or the "Parking Rules and Regulations").
- 1.1 Applicability. The CDD Parking Rules and Regulations shall be applicable on, over, or within those (a) designated parking lots or designated paved parking spaces or stalls owned by or dedicated to the District (collectively, the "Parking Areas" and each a "Parking Area"), (b) District rights-of-way, including but not limited to the roads, streets, thoroughfares, swales, and sidewalks owned by or dedicated to the District or which the District is responsible for maintaining (the "District Right-of-Way"), all as more particularly shown in Appendix 1.0, which is attached to these Rules and is specifically made a part hereof, as well as (c) any other property owned by or which the District is responsible for maintaining. For purposes of these CDD Parking Rules and Regulations, "vehicle" shall include any self-propelled vehicle or motorized means of transport.
- 1.2 District Parking Areas. Non-commercial vehicles are permitted to park within designated Parking Areas, which includes, but is not limited to, the guest spaces or stalls located throughout the community on District property. Parking within the Parking Areas shall be on a first come, first served basis. No trailers of any kind shall be parked in the Parking Areas of the District, including guest spaces. Should the trailer be attached or hooked up to a vehicle and parked in violation of these Parking Rules and Regulations, the trailer and the vehicle are subject to towing. Parking at parking stalls adjacent to mailbox kiosks or pads shall be limited to five (5) continuous minutes only, as designated by signage at such locations.
- 1.3 On-Street Parking.
- 1.3.1 On-street parking of all vehicles, including trailers, within the District Right-of-Way, or any portion thereof, is prohibited, except as specifically provided below. No vehicles, trailers, or any portion thereof shall block the sidewalk portion of the District Right-of-Way.
- 1.3.2 No commercial vehicles, limousines, lawn maintenance vehicles, construction vehicles, trailers of any kind, vehicles for hire, or vehicles used in business of or for the purpose of transporting goods, equipment, passengers and the like, or any trucks or vans which are larger than one
-

ton shall be parked on, over, or within the District Right-of-Way or any Parking Areas, except during the period of delivery or the provision of services to the adjacent residential units. No vehicle displaying commercial advertising shall be parked on, over, or within the District Right-of-Way or any Parking Areas except during the period of delivery or the provision of services to the adjacent residential unit or units. Such vehicles temporarily parked in accordance with this section shall be fully parked on a paved surface designed for parking or vehicular travel. No portion of the vehicle shall be parked on, over, or within a landscaped or grassed surface of the District, including but not limited to the swale. Notwithstanding the foregoing, a vehicle of a District vendor performing services on behalf of the District is permitted to park the subject vehicle in an area where parking is generally prohibited, provided such vehicle is parked for no more than one (1) hour, the parking of the vehicle in such location is necessary for the vendor to perform the services they are hired or contracted to perform, and provided the vehicle is parked in a manner that does not block the District Rights-of-Way.

1.3.3 No portion of any vehicle shall be parked on the District Right-of-Way for any period of time within twenty (20') feet of any District mailbox pad within the District, unless parked within a designated District parking stall in accordance with Section 1.2 above.

1.3.4 No vehicle bearing a "For Sale" or similar sign shall be parked on, over, or within the District Right-of-Way or any Parking Area.

1.3.5 Recreational vehicles, including campers, mobile homes and motor homes, regardless of size, all-terrain vehicles (ATVs or ATCs), go-carts, golf carts, unregistered vehicles, boats, and trailers of any type, are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or within any Parking Area. Golf carts being utilized at the time for the purposes of maintenance of properties within the boundaries of the District and which are owned and operated by the District, a homeowners or property owners association, or an agent thereof, are exempt from this provision between the hours of 6:00 A.M. and 8:00 P.M. of the same day.

1.3.6 Vehicles temporarily parked in accordance with Section 1.3.2 above shall not park in any manner which has the effect of disrupting the normal flow of traffic, which would block the ingress or egress of trucks, public service vehicles, and emergency vehicles, which would require other vehicles to leave the paved surface of the District Rights-of-Way to pass, or which would result in a vehicle being parked within portions of more than one parking stall of a Parking Area.

1.3.7 Any vehicle that cannot operate on its own power, including, but not limited to any vehicle not having all of its tires inflated, is prohibited from being parked on, over, or within the District Right-of-Way or any Parking Area and shall immediately be removed.

1.3.8 No vehicle bearing an expired registration, missing license plate, or a license plate that fails to match the vehicle registration shall be parked on, over, or within the District Rights-of-Way or any Parking Area.

1.3.9 No vehicle parked on, over, or within the District Rights-of-Way or any Parking Area shall be used as a domicile or residence either temporarily or permanently.

- 1.4 Parking in Other Areas of the District. Parking of any vehicle or trailer, including but not limited to those referenced in Section 1.3.2 above, is strictly prohibited upon or within all non-paved District property, including but not limited to, landscaped or grassed areas within or adjacent to any District Right-of-Way. This prohibition shall remain in effect twenty-four (24) hours per day, seven (7) days per week.
- 1.5 Towing. Any vehicle parked in violation of the District Parking Rules and Regulations shall be towed at the vehicle owner's expense by a towing contractor approved by the District Board of Supervisors. Towing may be undertaken without warning upon direction in writing (email and facsimile is acceptable) from the District Manager or a designee of the District Manager, whereby the tow contractor is then authorized to commence towing for a violation or violations of these Parking Rules and Regulations. The District may assign to a homeowners or property owners association having jurisdiction within the District (an "Assignee") the responsibility to manage the agreement(s) with any tow contractor. Neither the District nor its Assignee shall be liable to the owner of any such towed vehicle or trailer for trespass, conversion, or otherwise. The District, its Assignee, and the employees and agents thereof shall not be guilty of any criminal act by reason of towing pursuant to these Parking Rules and Regulations. Notwithstanding the foregoing, each unit or home owner, tenant, or resident of the District acknowledges that such owner, tenant, or resident and its family, guests and invitees shall abide by all rules, regulations, ordinances and laws imposed by the District, the City of Doral, Miami-Dade County, or the State of Florida, as the same pertains to parking.
- 1.6 Suspension of Rules. The enforcement of the District Parking Rules and Regulations may be suspended in whole or in part for specified periods of time, as determined by resolution of the Board of Supervisors of the District, or by the Assignee, after consultation and approval by the District Manager of the District, for no more than three (3) consecutive days.
-

- 1.7 Damage to District Property. Should the parking of any vehicle on, over, or within the District Rights-of-Way, Parking Areas, or District Property, or any portion thereof, even if on a temporary basis, cause damage to District infrastructure, landscaping or other improvement, the owner and driver of the vehicle causing such damage shall be responsible to fully reimburse the District to repair or replace such improvement. The decision on whether to repair or replace a damaged improvement shall be at the sole discretion of the District.
- 1.8 Vehicle Repairs. No vehicle or trailer maintenance or repair, except for emergency repairs, shall be performed on, over, or within any portion of the District Rights-of-Way, District Parking Areas, or District property. No vehicles shall be stored, even temporarily, on blocks on, within, or over the District Rights-of-Way, Parking Areas, or District Property.
- 1.9 Other Traffic and Parking Regulations. Nothing in these Parking Rules and Regulations shall prohibit local law enforcement from enforcing the laws that are a part of the State Uniform Traffic Control Law, Chapter 316, Florida Statutes, or any other local or state law, rule or ordinance pertaining to vehicular traffic or parking enforcement.
-

Appendix 1.0

**District Map Showing Areas where the
District Parking Rules and Regulations are Applicable**

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 at Dorale 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.

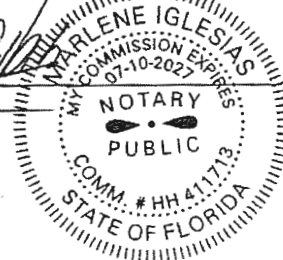
FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: Landmark at Dorale HOA
NAME: Odel Torres
TITLE: President
SIGNATURE: [Signature]
DATE: 10/25, 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 28 day of October, 2024, by Odel G Torres in his/her capacity as President for Landmark at Dorale (name of Nongovernmental Entity).

NOTARY PUBLIC



☒ Personally Known OR
☒ Produced Identification

Driver License # 1A92 647-50-311-0
Type of Identification Produced

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

RATIFICATION ITEMS C

SMALL PROJECT AGREEMENT
(Sidewalk Slab Replacements and Repairs)

THIS SMALL PROJECT AGREEMENT is made and entered into this 5th day of November, 2024 (the "Agreement"), 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 Doral, Miami-Dade County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District");

and

HEADLEY CONSTRUCTION GROUP, INC., a Florida corporation, having as its business and mailing address at 8240 SW 186th Street, Cutler Bay, Florida 33157 (the "Contractor").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District desires to hire a service provider to complete certain sidewalk slab replacements and repairs, along with other associated services within the District boundaries; and

WHEREAS, the Contractor has submitted a Proposal dated October 2, 2024, to grind and level specific sidewalks, as well as to demolish and reinstall certain sidewalk slabs and associated services over specified project areas within the District (the "Work" or "Project"), a copy of said Proposal together with a map depicting the specified project areas being attached hereto and made a part hereof as Composite Exhibit A (the "Proposal"); and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Work as detailed in this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibit, into and form a material part of this Agreement.

SECTION 2. DUTIES.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the Composite Exhibit A attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or his or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Work in accordance herewith and with the conditions and prices as stated herein and in Composite Exhibit A.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the Work in a substantial, quality, and workmanlike manner.

F. Contractor shall perform all the Work and provide all the labor required by and pursuant to this Agreement.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the performance of the Work.

H. Contractor will be held responsible for the care, protection and condition of all Work until final completion and acceptance thereof and will be required to make good at his or her own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. The Work shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities.

J. Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2023 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to said all such rules, regulations, and standards in connection with all work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

K. All employees or agents of Contractor performing Work under this Agreement shall do so in a professional manner and in a uniform that identifies Contractor, and which includes a shirt (no tank tops) and pants/shorts.

L. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

M. The District designates the District Manager and Field Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

N. Contractor shall protect trees' roots from damage and minimize the impact on the trees in performance of the Work under this Agreement. Any necessary tree root pruning shall be completed in accordance with applicable government policies, rules or regulations, and current, accepted professional root pruning practices of certified arborists.

SECTION 3. COMPENSATION. District agrees to compensate the Contractor in the total lump sum amount not to exceed **TWENTY – ONE THOUSAND SEVEN HUNDRED TWENTY – FIVE AND 00/100 (\$21,725.00) DOLLARS** upon completion of the Work in accordance with the Agreement.

It is further understood that District shall be responsible, at cost, for any permit fees required by Miami-Dade County, any municipality or other governing entity or agency having jurisdiction thereof (if any).

Payment of the Final Payment will be made upon completion of the work necessary to complete the Project and after the Project has passed final inspection by the District, the City/County, and any other applicable permitting agencies, and after the District has been reimbursed by the Contractor for any damages incurred by the District caused by the Contractor, its subcontractors, agents, and employees. If the District has not been reimbursed by the Contractor for such damages after fifteen (15) days notice of such damages, the District is authorized to withhold the damage amount from the Final Payment to Contractor. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule. This provision supersedes any payment schedule or plan set forth in the Proposal.

SECTION 4. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State

unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

SECTION 5. TERM. This Agreement shall commence upon signature and shall continue until the Work described herein is completed. The Work over the Project Areas shall begin no earlier than November 18th, 2024, and be completed by Contractor by December 9th, 2024 ("Scheduled Completion Date"), subject to the provisions of Section 13 herein. The Contractor understands and acknowledges that the Work, as defined herein, is essential to use and enjoyment of the District facilities by the residents, property owners within the District and the general public.

SECTION 6. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District, its officers, agents, servants and employees 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 to the extent caused in whole or in part by any negligence, act, omission, or default of the Contractor, its agents, servants or employees arising from this Agreement or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 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. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

C. The Contractor acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statutes, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of

sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

D. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

SECTION 7. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 9. CANCELLATION/TERMINATION. The District shall also have the right to cancel/terminate this Agreement (1) for convenience at any time and without any liability therefor prior Contractor's initiating work at any of the Project Areas under this Agreement (2) for convenience at any time upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

SECTION 10. WARRANTY.

A. The Contractor warrants its work on the Project against defects in materials or workmanship for a period of one (1) year. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. During the warranty period, Contractor shall be responsible for correcting any warranty items associated with the Project.

B. Within ten (10) calendar days after being notified in writing of defective work, should Contractor fail or refuse to correct any defective work performed, defective materials, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work or materials to be corrected, or authorize such repairs, which Contractor has failed or refused to make after being duly notified and such repairs shall be paid for out of any monies due or which may become due Contractor under this Agreement. Failure or refusal on part of Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to the District shall be sufficient cause for the District to declare Contractor in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Project. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against Contractor and the amount thereof deducted from any monies due, or which may become due it. Any special work performed as described herein shall not relieve the Contractor in any way from its responsibility for the Project, or portions thereof, performed by Contractor.

SECTION 11. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' 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 00/100 Dollars (\$100,000.00) per accident. Contractor shall 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.

2. 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:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Landmark at Doral Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives), and, if the paragraph below is checked, **Miami-Dade County**, are additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

____ If checked here, the Work or a portion thereof is to be performed within the right-of-way or property of **Miami-Dade County** (the "County"), in which case the Contractor is required to comply with certain contractual provisions regarding insurance and indemnification as required by separate Agreement between the

District and the County (the "ROW Agreement"). Copies of said ROW Agreement are available to Contractor upon Contractor's request to the District Manager of the District.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor 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 thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District, and the County (if Section 11(B) is checked). 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 to the County (if Section 11(B) is checked) by certified mail, return receipt requested.

F. 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.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District, and the County (if Section 11(B) is checked), 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.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

I. The clauses, "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the County is named as an additional insured shall not be applicable to County.

J. Violation of the terms of this section 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 Contractor in this Agreement shall thereupon cease and terminate.

SECTION 12. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless the requirements of subsection B of this section are satisfied.

SECTION 13. REMEDY FOR DELAY.

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the City or County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(S) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or by overnight delivery service, to the parties, as follows:

A. If to District: **Landmark at Doral Community Development District**
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: 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: Michael J. Pawelczyk, Esq.

B. If to Contractor: Headley Construction Group, Inc.
8240 SW 186th Street
Cutler Bay, Florida 33157
Attention: President

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. 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 in this Agreement.

SECTION 15. PUBLIC RECORDS.

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

C. 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 AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**WRATHELL, HUNT & ASSOCIATES, LLC
4300 GLADES ROAD, SUITE 410W
BOCA RATON, FLORIDA 33431
TELEPHONE: (561) 571-0010
EMAIL: gillyardd@whhassociates.com**

SECTION 16. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 17. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 18. AMENDMENT. 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 of the parties hereto.

SECTION 19. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 20. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 21. CONFLICTS. In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of Composite Exhibit A, then this main Agreement instrument shall control.

SECTION 22. ACCEPTANCE OF PROPOSAL. District's acceptance of the Contractor's Proposal set forth in Composite Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the Work over the Project Areas described in Composite Exhibit A.

SECTION 23. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Miami-Dade County, Florida.

SECTION 24. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor 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 Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor 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 Contractor 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 Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor 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 subcontractor of the Contractor 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 shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor 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 Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 25. SCRUTINIZED COMPANY CERTIFICATION. Contractor hereby certifies that as of the date below Contractor 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, Contractor further certifies that:

- A. Contractor 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, Contractor 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. Contractor 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. Contractor 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. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor 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.

SECTION 26. RESPONSIBLE VENDOR DETERMINATION. Contractor 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.

SECTION 27. CONVICTED VENDOR LIST. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

SECTION 28. EXAMINATION OF SITE. Contractor agrees that it shall be held responsible for having examined the site(s) and the location of all proposed work associated with the Project and has satisfied itself from personal knowledge and experience or professional advice as to the character, condition, location of the site, roads, sidewalks and paved paths, ground surface, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the compensation set forth herein.

SECTION 29. PROTECTION OF PROPERTY AND PUBLIC.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Work provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Work is being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished Work, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land

adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

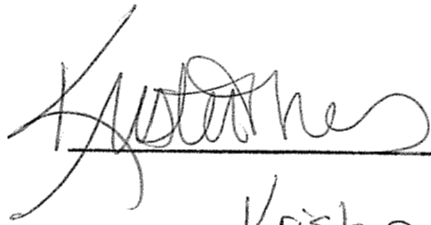
E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hours.

SECTION 30. 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.

[REMAINDER OF THIS PAGE BLANK]


IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

Attest:



Print name: Kristen
Secretary/Assistant Secretary

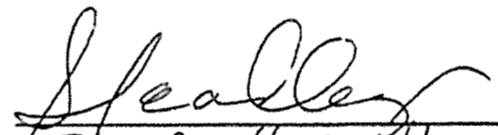
LANDMARK AT DORAL COMMUNITY
DEVELOPMENT DISTRICT

By: 

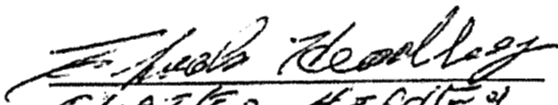
Print Name: Cde Torres
Title: Assistant Secretary

6 day of November, 2024

WITNESSES:



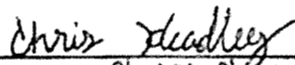
[PRINT NAME OF WITNESS] Sinia Headley



[PRINT NAME OF WITNESS] CHARLES HEADLEY

CONTRACTOR:

HEADLEY CONSTRUCTION GROUP, INC., a
Florida corporation

By: 

Print Name: Christopher Headley
Title: VP

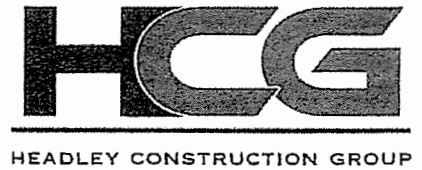
6 day of November, 2024

COMPOSITE EXHIBIT A

Proposal

Headley Construction Group Inc

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

**Estimate**

ADDRESS
Landmark at Doral CDD

ESTIMATE 1561
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

A handwritten signature in black ink, appearing to be 'Lee R.', is written over a horizontal line.

VICE CHAIR
10/16/24

TRIP HAZARD REPAIR MAP



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 at 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: Headley Construction Group Inc.
NAME: Christopher Headley
TITLE: VP
SIGNATURE: [Signature]
DATE: November 5th, 2024

STATE OF FLORIDA
COUNTY OF Miami - Dade

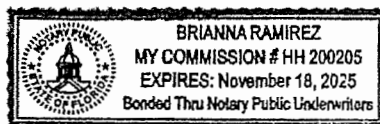
SWORN TO (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 5 day of November 2024, by Christopher Headley in his her capacity as Vice President for Headley Construction Group (name of Nongovernmental Entity).

[Signature]

NOTARY PUBLIC

☒ Personally Known OR
☐ Produced Identification

Type of Identification Produced



**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
SEPTEMBER 30, 2024**

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024**

	Major Funds				Total Governmental Funds
	General	Debt Service Series 2016	Debt Service Series 2019	Capital Projects Series 2016	
ASSETS					
Cash - SunTrust					
Unreserved	\$ 708,143	\$ -	\$ -	\$ -	\$ 708,143
Reserved for parking garage	15	-	-	-	15
Reserved for south parcel	332	-	-	-	332
Reserved for army corp of engineers	362	-	-	-	362
Investments					
Revenue	-	97,363	604,712	-	702,075
Reserve	-	98,526	-	-	98,526
Sinking A2	-	-	70	-	70
Reserve - senior	-	-	366,800	-	366,800
Reserve - subordinate	-	-	161,500	-	161,500
Principal	-	-	178	-	178
Construction	-	-	-	13,142	13,142
Due from Merged	5,375	-	37,069	-	42,444
Total assets	<u>\$ 714,227</u>	<u>\$ 195,889</u>	<u>\$ 1,170,329</u>	<u>\$ 13,142</u>	<u>\$ 2,093,587</u>
LIABILITIES					
Liabilities					
Accounts payable	17,352	-	-	-	17,352
Taxes payable	122	-	-	-	122
Due to Lennar	3,000	-	-	-	3,000
Total liabilities	<u>20,474</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,474</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred receipts	5,374	-	37,069	-	42,443
Total deferred inflows of resources	<u>5,374</u>	<u>-</u>	<u>37,069</u>	<u>-</u>	<u>42,443</u>
Fund balances					
Restricted for:					
Debt service	-	195,889	1,133,260	-	1,329,149
Capital projects	-	-	-	13,142	13,142
Assigned					
3 months working capital	114,472	-	-	-	114,472
Doral Cay stormwater	34,067	-	-	-	34,067
Unassigned	539,840	-	-	-	539,840
Total fund balances	<u>688,379</u>	<u>195,889</u>	<u>1,133,260</u>	<u>13,142</u>	<u>2,030,670</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 714,227</u>	<u>\$ 195,889</u>	<u>\$ 1,170,329</u>	<u>\$ 13,142</u>	<u>\$ 2,093,587</u>

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 627,126	\$ 622,667	101%
Interest & miscellaneous	7	99	-	N/A
Total revenues	<u>7</u>	<u>627,225</u>	<u>622,667</u>	101%
EXPENDITURES				
Professional & administrative				
Supervisors	861	3,445	4,304	80%
Management/accounting/recording	3,440	41,282	41,282	100%
Legal - general counsel				
Billing, Cochran, Lyles, Mauro & Ramsey	8,777	32,685	18,000	182%
Engineering	15,194	58,646	25,000	235%
Audit	7,000	7,000	8,900	79%
Accounting services - debt service	442	5,305	5,305	100%
Assessment roll preparation	950	11,395	11,395	100%
Arbitrage rebate calculation	-	750	1,500	50%
Dissemination agent	292	3,500	3,500	100%
Trustee	-	8,492	5,500	154%
Postage & reproduction	66	77	500	15%
Printing & binding	41	500	500	100%
Legal advertising	1,090	7,884	1,500	526%
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	100%
Website	-	705	705	100%
Contingencies	69	706	1,000	71%
Total professional & administrative	<u>38,222</u>	<u>190,276</u>	<u>137,351</u>	139%

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 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	1,140	1,140	8,000	14%
Lake Bank Beautification	76,582	76,582	-	N/A
Landscape improvements	52,113	118,897	75,000	159%
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	2,430	10,989	8,825	125%
Total field operations	<u>132,265</u>	<u>210,897</u>	<u>291,325</u>	72%
Other fees and charges				
Property appraiser & tax collector	-	6,263	6,486	97%
Total other fees and charges	<u>-</u>	<u>6,263</u>	<u>6,486</u>	97%
Total expenditures	<u>170,487</u>	<u>407,436</u>	<u>435,162</u>	94%
 Excess/(deficiency) of revenues over/(under) expenditures	 (170,480)	 219,789	 187,505	
 Fund balance - beginning	 <u>858,859</u>	 <u>468,590</u>	 <u>323,275</u>	
Fund balance - ending (projected)	<u>688,379</u>	<u>688,379</u>	<u>510,780</u>	
Assigned				
3 months working capital	114,472	114,472	114,472	
Doral Cay stormwater	34,067	34,067	34,067	
Unassigned	<u>539,840</u>	<u>539,840</u>	<u>362,241</u>	
Fund balance - ending	<u>\$ 688,379</u>	<u>\$ 688,379</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 SEPTEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll	\$ -	\$ 183,350	\$ 182,046	101%
Interest	813	10,081	-	N/A
Total revenues	813	193,431	182,046	106%
EXPENDITURES				
Principal	-	60,000	60,000	100%
Interest	-	120,572	120,573	100%
Total expenditures	-	180,572	180,573	100%
Other fees and charges				
Property appraiser & tax collector	-	1,831	1,896	97%
Total other fees and charges	-	1,831	1,896	97%
Total expenditures	-	182,403	182,469	100%
Excess/(deficiency) of revenues over/(under) expenditures	813	11,028	(423)	
Fund balance - beginning	195,076	184,861	178,719	
Fund balance - ending	<u>\$ 195,889</u>	<u>\$ 195,889</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 SEPTEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll	\$ -	\$ 1,086,809	\$ 1,079,080	101%
Interest	4,702	61,898	-	N/A
Total revenues	<u>4,702</u>	<u>1,148,707</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	4,702	76,379	6,365	
Fund balance - beginning	<u>1,128,558</u>	<u>1,056,881</u>	<u>1,020,343</u>	
Fund balance - ending	<u><u>\$ 1,133,260</u></u>	<u><u>\$ 1,133,260</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 SEPTEMBER 30, 2024**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ 55	\$ 688
Total revenues	<u>55</u>	<u>688</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	55	(719)
Fund balance - beginning	13,087	13,861
Fund balance - ending	<u><u>\$ 13,142</u></u>	<u><u>\$ 13,142</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 a Regular Meeting on October 16, 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 (via telephone)	Assistant Secretary
Juan Carlos Tellez	Assistant Secretary

Also present:

Kristen Thomas	District Manager
Daniel Rom (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Gregory George	District Counsel
Angelo Camacho	District Engineer
Victor Castro	Field Operations Manager

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Thomas called the meeting to order at 4:09 p.m. Supervisors Torres, Tellez, Patterson and Bosco were present. Supervisor Finol was not present at roll call.

Supervisor Finol joined the meeting at 4:10 p.m., via telephone.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Ratification of BrightView Landscape Services Inc. Landscape & Irrigation Services Agreement

Ms. Thomas stated that this is the BrightView Landscape Services Agreement Mr. Torres executed after being awarded the CDD Landscape and Irrigation Maintenance Services Contract.

Mr. Bosco stated that he observed landscaping crews not picking up landscape debris and voiced his opinion that BrightView's landscaping crews are working with a reduced crew, in

comparison to the new contract. He asked about the project scope, irrigation system, billing between the CDD and HOA and changing the planting scope. Ms. Thomas stated that she emailed the CDD schedule, which coincides with the HOA schedule, to everyone. She reviewed the CDD project scope, which is more robust than the HOA's scope, and is based on the Request for Proposals (RFP). Regarding wet checks and irrigation repairs, District Counsel is speaking with the HOA and BrightView on preparing an Addendum to the CDD Agreement to ensure invoices are split 52% to the CDD and 48% to the HOA, per the Cost Share Agreement. A similar Addendum will be implemented regarding the annual plantings. Mr. Torres executed the Agreement, as she was unable to reach the Chair and Vice Chair.

On MOTION by Mr. Torres and seconded by Mr. Tellez, with all in favor, the BrightView Landscape Services Inc. Landscape & Irrigation Services Agreement, was ratified.

FOURTH ORDER OF BUSINESS

Discussion/Consideration of BrightView Landscape Services, Inc. Landscape & Irrigation Services Agreement

Ms. Thomas stated that Mr. Bosco asked for these items to be on the agenda; Item 4A was essentially covered during the Third Order of Business.

A. Contract Summary

Mr. Bosco suggested revising the landscape program and switching the hours allocated to pumps to maintain tree tops over the course of one year. He discussed the termination terms. He wants the CDD and HOA BrightView Agreements to be consistent. Mr. Castro was asked to discuss the Board's concerns with Shannon regarding leaf flowing and debris removal, irrigation, pet stations and District Counsel preparing future Addendums.

B. Rust and Irrigation

On MOTION by Mr. Bosco and seconded by Mr. Patterson, with Mr. Bosco, Mr. Patterson and Mr. Finol in favor and Mr. Torres and Mr. Tellez dissenting, adding an addendum the BrightView Agreement to add the rust and irrigation cost shares and to change the termination clause to 60-days' notice by either party, and going through Phase Four to discuss the annuals section and adding a tree canopy, was approved. [Motion passed 3-2]

FIFTH ORDER OF BUSINESS**Discussion/Consideration of Amendment
to UNUS Property Management, LLC Field
Management Agreement****A. Evening Visits and Expansion of Scope****B. Reporting**

Discussion ensued regarding the suggestion to amend the UNUS Property Management, LLC (UNUS) Field Management Agreement to expand the scope of work to include evening visits, requiring the Field Operations Manager to provide monthly reports, replacing light bulbs, etc.; approving a spending threshold for the Field Operations Manager via Resolution at the next meeting; and the BrightView Quality Site Assessment (QSA) Report. The decision was made for the Field Operations Manager to check on Security three months from now, after 6:00 p.m., to confirm if Security is doing the reporting and then consider if adding evening visits is necessary.

SIXTH ORDER OF BUSINESS**Update: 66th Street Lighting Project**

Mr. Camacho presented the \$75,000 BrightView proposal for the 66th Steet Lighting Project, which is for full replacement. It is significantly higher than the two prior bids. Ms. Thomas presented an executed Agreement with Traffic Systems Technology Company, the CDD's fountain vendor and lowest bidder, for the Chair or Vice Chair to execute, which Mr. Camacho and Mr. Castro endorsed.

Discussion ensued regarding lumens, project scope, timeline, scheduling a pre-construction meeting upon receipt of the permit, the status of the NW 104th Path Lighting Project and up-righting downed bollards.

SEVENTH ORDER OF BUSINESS**Discussion/Consideration**

Ms. Thomas stated that she was directed to secure updated and additional proposals.

A. Sidewalk Project Related Items**I. 305 Residential Repairs LLC Estimate #189**

Ms. Thomas stated that the proposal amount of \$13,855 did not change; it is to complete only the areas marked in yellow.

**II. Florida Sidewalk Solutions, LLC [Sidewalk Safety Evaluation and Quote – 152 Trip
Hazards \$17,865.96]**

Ms. Thomas stated that Florida Sidewalk Solutions did not respond to the request for a proposal for the areas marked red on the map.

III. Headley Construction Group Estimate #1561 [163 Trip Hazards - \$21,725]

Ms. Thomas stated that the proposal to complete the entire project is \$21,725, which was submitted after Mr. Headley's walkthrough. She noted that Mr. Camacho highly recommends them; this contractor was subcontracted to install the French drains.

On MOTION by Mr. Patterson and seconded by Mr. Bosco, with all in favor, Headley Construction Group Estimate #1561, for 163 Sidewalk Trip Hazard repairs, in the amount of \$21,725, and authorizing Staff to execute a contract, was approved.

B. BrightView Landscape Services

I. Proposals for Extra Work [Animal Waste Station Installation for Pedestrian Pathway]

Ms. Thomas stated the CDD received a violation for debris on the pedestrian pathway but was not fined. She presented two waste station options and noted the waste program was prepared in coordination with the Code Enforcement Officer, BrightView and District Management. Mr. Bosco suggested obtaining additional proposals as he thinks the amount is excessive. Mr. Torres stated the HOA will volunteer to install the waste stations at no charge.

On MOTION by Mr. Patterson and seconded by Mr. Torres, with all in favor, purchasing six fully-equipped dog waste stations, in a not-to-exceed amount of \$2,000, with the HOA installing them, was approved.

II. Quality Site Assessments [August and September 2024]

Ms. Thomas stated that the CDD areas were 100% completed as of September 1, 2024.

III. Quality Site Assessments - HOA Areas [September 2024]

Ms. Thomas stated that the HOA areas were 76% completed as of September 1, 2024. Mr. Castro is working with the Property Manager to ensure the QSA for September is completed, along with all the lighting.

IV. Quality Site Assessments - South [August and September 2024]

Ms. Thomas stated that the South area landscaping, irrigation and wet checks are underway; mulch will be installed the first week of January 2025. The contractor will work with the CDD's landscaping team to ensure the mulch abuts the CDD's mulch.

Discussion ensued regarding Aldi's being 65% completed and illegal dumping.

C. Drainage Maintenance Phasing [Storm Drain Cleaning – Phases 2, 3 and 4]

Mr. Castro stated that he expects Phases 1 and 5 to be completed by the end of the month. The contractor will need another week for the County inspection.

Ms. Thomas presented the Contractor Proposals Comparison Spreadsheet for storm drain cleaning, specifically for Phases 2, 3 and 4.

Regarding a suggestion to complete all phases now, due to areas flooding because of the recent storms, and using working capital to fund the project, Ms. Thomas, advised not to do so. She noted that several CDDs she manages depleted those funds to repair several lake bank areas that collapsed because of the rain.

Board Members voiced their opinions about whether to use working capital to proceed with the entire project.

Since the pricing and Agreement with Raptor Vac was approved, Ms. Thomas stated that Mr. Castro will ask Raptor Vac if they will amend the mobilization fees, since the Board decided to complete the entire project at once.

On MOTION by Mr. Bosco and seconded by Mr. Finol, with Mr. Bosco, Mr. Finol and Mr. Patterson in favor and Mr. Torres and Mr. Tellez dissenting, proceeding with storm drain cleaning for Phases 2, 3 and 4 and utilizing funds from the "3 months working capital" budget line item to fund the work, was approved. [Motion passed 3-2]

D. Presentation of Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines and Frank

Ms. Thomas presented the Audited Financial Report for the Fiscal Year Ended September 30, 2023 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

I. Consideration of Resolution 2025-01, Hereby Accepting the Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2023

On MOTION by Mr. Bosco and seconded by Mr. Patterson, with all in favor, Resolution 2025-01, Hereby Accepting the Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2023, was adopted.

EIGHTH ORDER OF BUSINESS**Consideration of Resolution 2025-02,
Electing and Removing Officers of the
District and Providing for an Effective Date**

Ms. Thomas presented Resolution 2025-02. Mr. Torres nominated the following:

Kristen Thomas	Assistant Secretary
----------------	---------------------

No other nominations were made.

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

Su-Wun Bosco Leu	Chair
Todd Patterson	Vice Chair
Odel Torres	Assistant Secretary
Juan Carlose Tellez	Assistant Secretary
Daniel Rom	Assistant Secretary
Craig Wrathell	Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Mr. Torres and seconded by Mr. Tellez, with all in favor, Resolution 2025-02, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

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

Ms. Thomas presented the following:

- A. Acceptance of Unaudited Financial Statements as of August 31, 2024
- B. Approval of September 12, 2024 Public Hearings and Regular Meeting Minutes

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

TENTH ORDER OF BUSINESS**Staff Reports**

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

220 Ms. Thomas read the following email:

221 “Lennar will now add indemnification language to the Affidavit. Their attorney is currently
222 updating the title, once the update comes back, which should be within the next two weeks, we
223 can finalize the conveyance.”

224 Regarding if the CDD can charge Lennar for maintaining the property, Ms. Thomas stated
225 it is an option but Lennar will probably ignore it. It was noted that District Counsel’s fees might
226 not justify trying to take action.

227 Mr. Patterson asked if the fountain is necessary or if it can be changed to a flower bed.
228 Ms. Thomas suggested tabling this until the asset is conveyed to the CDD. Mr. Torres stated that
229 the HOA is maintaining the fountains and included the costs under pool maintenance.

230 Mr. George reminded the Board Members to complete the required four hours of ethics
231 training by December 31, 2024. Ms. Thomas will email links to the online courses.

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

233 There was nothing further to report.

234 Regarding a comment about asphalt repairs, Mr. Castro stated that he will inspect the
235 area and report his findings at the next meeting.

236 **C. Field Operations Manager: UNUS Property Management, LLC**

237 Mr. Castro reported that the pressure cleaning project was completed.

238 **D. District Manager: Wrathell, Hunt and Associates, LLC**

- 239 • **NEXT MEETING DATE: November 20, 2024 at 4:00 P.M.**

- 240 ○ **QUORUM CHECK**

241

242 **ELEVENTH ORDER OF BUSINESS**

Public Comments

243

244 No members of the public spoke.

245

246 **TWELFTH ORDER OF BUSINESS**

Supervisors’ Requests

247

248 There were no Supervisor’s requests.

249

250 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

251

252 **On MOTION by Mr. Torres and seconded by Mr. Tellez, with all in favor, the**
253 **meeting adjourned at 5:46 p.m.**

254
255
256
257
258
259

Secretary/Assistant Secretary

Chair/Vice Chair

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

C

From: Victor Castro <victor@unusmgmt.com>
Sent: Monday, October 28, 2024 12:24 PM
To: Kristen Thomas <thomask@whhassociates.com>
Subject: October Monthly Operations Report :: Landmark CDD

October 28, 2024

CDD Board of Supervisors

Victor Castro, Operations Manager Land Mark CDD

Overview

In the first month of Introduction to All Vendors and Property Staff, we completed several maintenance tasks, progressed on key projects, and addressed a few concerns. Overall, I'm still in the exploratory phase of the property dynamics, I am making good progress with all vendors and property staff.

Maintenance Updates

Landscaping:

- All mowing completed for the entire community as per vendor agreement. I discussed with the landscape vendor the following topics:

1. Provide option to resident complaint address - 10592 NW 67th Trees not maintained properly
2. Update to the Lake beautification project
3. HOA complaint of the clipping and debris blown but not picked up
4. Quote request from Mr. Odel - Tree trimming 66th NW 107th going east
5. Adjustment to the agreement - Annual plant budget to be used for tree trimming
6. Palm tree relocation requested by Mr. Leu
7. Doggie stations on walking path - Brightview proposal submitted not approved.
8. Adjacent buffer to Wetlands debris issue
9. Complaint from Mr. Leu - feels that vendor is not providing the services at face value per agreement
10. Complaint from Mr. Leu that the leaves on the property are blown but not picked up
11. Complaint from Mr. Patterson - leave needs to be picked up; it's what he feels is causing the drains to clog
12. Discussed with vendor field super a better means of communication through one point of contact; field ops only
13. Wet check items
14. QSA items

Cleaning:

Debris Issue in Wetlands -

I recently met with a representative from our mitigation vendor, Allstate Resource, to address the excessive amount of garbage and debris present in the wetlands. Upon reviewing their contractual obligations for garbage pickup, we determined that the current frequency of their service is insufficient for managing the debris accumulation in this area. The problem is exacerbated by heavy traffic from 107th Avenue to the west and a nearby busy supermarket to the east, both contributing significantly to

the debris. I have also met with representatives from HOA South, the ALDI Supermarket Manager, and the Retail Store Property Manager. We are actively discussing how each party can contribute to maintaining a clean environment, ensuring their areas remain free of debris, and preventing any litter from entering our wetlands.

Project Updates

Current Projects:

1. Community Sidewalk Cleaning - The annual pressure washing project has been completed, according to both the vendor and my evaluation. However, Supervisor Leu emailed me indicating that a part of the additional scope was not addressed. I have contacted the vendor to schedule a site meeting to review all areas that need cleaning as specified in the agreement and to ensure that all tasks are completed thoroughly.
1. Storm Drain Cleaning - As of October 25, 2024, the vendor has reported that all drains in zones 1 and 5 have been cleared. Weather permitting, the final phase of the project, involving camera inspection of the pipes to ensure proper clearing, is set for the week of November 11. Supervisor Leu expressed concerns regarding the presence of rocks and debris being left on site by the vendor. I have made several calls to resolve this issue and ensure that the site is properly cleaned of all rocks and debris.
1. Lake Beautification Project - The project has been completed within the allocated budget. All trash receptacles and furniture have been installed appropriately.
1. French Drain - All necessary permits have been secured. I am currently in discussions with the vendor to finalize the project scope and schedule.

Upcoming Projects:

1. Sidewalk Repairs - Vendor Headley Construction has been notified that their bid was successful. We are currently in the process of requesting the necessary documents and finalizing the agreement. The project schedule is yet to be determined.
1. 66th Street Lighting Project - The permit application has been circulated, signed, and is scheduled for submission next week.
1. FPL Agreement for Pole Installation off 102nd - Since our recent CDD meeting, no new information has become available.
1. Storm Drain Cleaning for Zones 2, 3, and 4 - I have informed the vendor that the board has approved the project. We are presently working on finalizing the agreement and determining the schedule for the work. Supervisor Leu has asked for phase 2 but we will be assessing what is best for the project.
2. Doggie Station - I have a new proposal for the doggie stations; to be approved at the next meeting.

Action Items

Damages caused by FPL - working with Judy at Landmark HOA.

Bollards at long park needing repairs/replacement - working with Judy at Landmark HOA.

Look into Supervisor Leu expressed concerns about lighting issues, Fountain overflow, Graffiti, wetlands signage, and the damage to the black fence along the bike path. We will discuss this at our onsite meeting on Wednesday, October 30th.

Continue to work with RatorVac on current projects and the new storm drain zones.

Continue to work with Allstate to ensure that the wetlands thrive and stay free of debris.

Continue to work with the onsite property managers to ensure proper property maintenance.

Work with TSTC on the new lighting project.

Work with Headley Construction on our sidewalk repair project.

Continue to work with Landmark HOA Manager on the completion of their work/repairs so we can begin taking over areas.

Looking for fountain vendors

Closing Remarks

Please feel free to reach out with any questions or additional directives. Looking forward to our meeting next month.

Regards,

Victor Castro

Operations Manager Landmark CDD

.....

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