# LANDMARK AT DORAL

COMMUNITY DEVELOPMENT
DISTRICT

January 15, 2025
BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA

# 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

#### **ATTENDEES:**

January 8, 2025

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 January 15, 2025 at 4:00 p.m., at the Landmark Clubhouse, 10220 NW 66<sup>th</sup> Street, Doral, Florida 33178. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. **Public Comments**
- 3. **Consideration of Rust Control Proposals** 
  - L.A. Rust, Inc. A.
  - B. ASAP Rust, LLC
  - C. Silva'S Landscaping and Irrigation Services
  - D. Rust Tech
- 4. Discussion: FPL Upgrade 102nd to 104th Ave Upgrades (Right of Way)
- 5. **CDD Updates**
- 6. Consent Agenda Items (5 minutes)
  - A. Acceptance of Unaudited Financial Statements as of November 30, 2024
  - Approval of December 18, 2024 Regular Meeting Minutes В.
  - C. Ratification of The Lake Doctors, Inc. Water Management Agreement
- 7. Staff Reports
  - District Counsel: Billing, Cochran, Lyles, Mauro & Ramsey, P.A. A.
  - В. District Engineer: Alvarez Engineers, Inc.
  - C. Field Operations Manager: UNUS Property Management, LLC

Board of Supervisors Landmark at Doral Community Development District January 15, 2025, Regular Meeting Agenda Page 2

- D. District Manager: Wrathell, Hunt and Associates, LLC
  - NEXT MEETING DATE: February 19, 2025 at 4:00 PM
    - QUORUM CHECK

SEAT 1	Odel Torres	IN PERSON	PHONE	☐ No
SEAT 2	JUAN CARLOS TELLEZ	In Person	PHONE	No
SEAT 3	JORGE FINOL	In Person	PHONE	□No
SEAT 4	SUI FLAN JIM	In Person	PHONE	□No
SEAT 5	Juan Javier De Maqua	IN PERSON	PHONE	☐ <b>N</b> o

- 8. Public Comments
- 9. Supervisors' Requests
- 10. Adjournment

Please do not hesitate to contact me directly at (561) 517-5111 with any questions.

Sincerely,

Kristèn Thomas District Manager FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 8664977

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10231 N.W. 53<sup>rd</sup> Street Sunrise, FL 33351 (954) 749-5009



#### CONTRACT

December 28, 2024

Job: LANDMARK AT DORAL CDD

The below prices and specifications are satisfactory and are hereby accepted. Payment terms will be net 30 days. Service charges on past due amounts will be 1.5% of the unpaid balance per month. Prices and conditions stated in this proposal are guaranteed for 30 days from the date submitted.

This agreement is for a period of 12-months, commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_ between L.A. Rust, Inc. And LANDMARK AT DORAL CDD. Services will automatically renew unless L.A. Rust Inc. Is notified with a written cancellation request by the other party.

L.A. Rust, Inc. may change the price of the Services at any time after your first 12-month period. We will notify you by email, or other reasonable manner, at least 60 days prior to the price change. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the fixed term.

It is hereby declared and agreed that both parties are entitled to cancel this contract at any time, with or without cause, with a 30 day's written cancellation notice provided.

### The rust inhibitor system is property of: LANDMARK AT DORAL CDD

In consideration of the sum of:

- \$1,175 per month for services to the WEST rust inhibitor system
- \$1,675 per month for services to the NORTH rust inhibitor system
- \$150 per month for services to the CLUB rust inhibitor system
- L.A. Rust, Inc. Agrees to provide the following:
  - Monthly visual inspection of the system (s)
  - o The dispensing of rust control chemicals into the system (s)
  - Periodic testing of the irrigation water, upon request.
  - A 100% guarantee of the system performance, so long as the terms and provisions of this agreement are met.
  - Remove all rust stains from the property, should any rust staining occur. L.A. Rust is not responsible for any stains that are NOT rust including but not limited to: Tannin, Mildew, Mold, Calcium and Seed staining.
  - Maintenance of the rust inhibitor system (s). Any replacement parts needed will be provided to you in an estimate and require approval prior to being invoiced. Any parts not replaced in a timely manner may cause rust stains. After (2) months without a response or approval to a part replacement necessary for system function, property may incur an additional one-time cleaning charge per L.A. Rust discretion.

The monthly service fee noted above is based upon water restrictions required by South Florida Water Management (Chapter 40E-24, Florida Administrative Code); 2x (twice) per week. Please be advised, additional service fees will occur if this property's irrigation settings are modified to dispense more than recommended 2x (twice) per week.

Under the terms of this agreement, the purchaser LANDMARK AT DORAL CDD @ 10201 NW 66<sup>TH</sup> STREET DORAL, FLORIDA 33178 agrees to pay:

A TOTAL fee of \$ 3000 per month for chemicals and service to (3) systems to the seller: L.A. Rust inc.

Charge for the initial rust removal from the property: \$500

NOTE THAT UPON INSPECTION OF YOUR PROPERTY, WE NOTICED THAT YOUR WALLS ARE ALREADY DISCOLORED PRIOR TO US BEGINNING ANY SERVICES/TREATMENTS.

Seller:	L.A. Rust, Inc.	
Accepted by:	Juan Ocampo	
Title:	President	
Date:		
Signature:		
Email:	info@larust.com	
Purchaser:	LANDMARK AT DORAL CDD c/o:	
Name:		
Title:		
Date:		
Signature:		

3 B



### **ASAP Rust, LLC**

6100 West Falcons Lea Drive | Davie, Florida 33331 (954)826-1702 | jb@asaprust.com | asaprust.com

RECIPIENT:

### Landmark at Doral CDD

10201 Northwest 66th Street Doral, Florida 33178

Quote #166	
Sent on	Jan 02, 2025
Total	\$896.00

Product/Service	Description	Qty.	Unit Price	Total
Monthly Rust Prevention Service	3 systems monthly service Fill tank with chemical to prevent rust, maintain rust inhibitor system, assess property for rust stains **MONTHLY RATE IS BASED ON IRRIGATING 3-4 TIMES PER WEEK**	1	\$896.00	\$896.00

**Total** 

\$896.00

ASAP Rust, LLC requires a 30 day written cancellation notice by either party. During the service agreement, all invoices submitted are due within 30 days on invoice date. Delinquent accounts of 60 days or more are subject to a 1.5% monthly finance charge. If delinquent accounts are referred for collections or legal actions, the customer agrees to pay all reasonable costs for collections including reasonable attorney fees.



### **ASAP Rust, LLC**

6100 West Falcons Lea Drive | Davie, Florida 33331 (954)826-1702 | jb@asaprust.com | asaprust.com

RECIPIENT:

Landmark at Doral CDD

10201 Northwest 66th Street Doral, Florida 33178

Quot	e #1	64

Sent on

Dec 30, 2024

Total

\$1,748.00

Product/Service	Description	Qty.	Unit Price	Total
LMI Pump with Installation	LMI Pump Complimentary Installation	3	\$325.00	\$975.00
Chemical Tank	135 gallon chemical grade tank	2	\$349.00	\$698.00
Chemical Tank	55 gallon chemical grade tank	1	\$75.00	\$75.00

Total

\$1,748.00

36



### Silva'S Landscaping and Irrigation Services

2632 w 52 PL 33016 7864263002 PRESUPUESTO EST0014

FECHA

01/09/2025

TOTAL

USD \$0.00

CLIENTE

### Addy

10201 nw 66 st

□ 305-878-1889

ARTÍCULO	TARIFA	CANT.	TOTAL
Remove rust from surfaces - Has to be seen before estimate is provided	\$0.00	1	\$0.00
TOTAL			USD \$0.00



### Silva'S Landscaping and Irrigation Services

2632 w 52 PL 33016 7864263002 PRESUPUESTO EST0013

FECHA

01/09/2025

TOTAL

USD \$4,000.00

CLIENTE

### Addy

10201 nw 66 st

□ 305-878-1889

ARTÍCULO		TARIFA	CANT.	TOTAL
Add 3 injection pumps - \$4,000		\$4,000.00	1	\$4,000.00
	TOTAL		U	SD \$4,000.00

30



### Services, LLC

P.O. Box 2288
Jupiter, Florida 33468-2288
(561) 744-1225
(866) 771-RUST (7878)
rusttech@bellsouth.net
www.rusttechservices.com

RUST TECH SERVICES PROVIDES A WATER TREATMENT ADDITIVE FOR WELL WATER IRRIGATION SYSTEMS TO CONTROL STAINING. THE SOLUTION IS A FOOD GRADE COMPLEX POLYPHOSPHATE LIQUID CONCENTRATE ADDITIVE WHICH WILL REDUCE CLOGGING IN SPRINKLER HEADS, VALVES AND LINES.

Date: 12/13/24

This agreement ensures Rust Tech Services will supply, install and maintain a rust

inhibitor system for: Landmark At Doral CDD

C/O UNUS Property Management LLC

Attn: Victor Castro 786-393-9594

#### This agreement includes:

Existing well water stains will be removed at no charge.

Rust Tech Services technicians service the property, maintain the rust inhibitor equipment and fill the chemical tank every two weeks.

You will only be billed for service, never a delivery charge.

The monthly price is based on irrigating 3-4 days per week. Any additional irrigating will be billed accordingly.

Our service technicians will remove any reoccurring rust stains at no charge.

### The cost of Rust Tech Services is based on irrigating 3-4 days per week:

Monthly service charge \$1386.00

Rust Tech Services, LLC requires either party's thirty-day cancellation notice. In the event of a service agreement, invoices submitted are due within 30 days of invoice date. Delinquent accounts of 60 days or more are subject to a 1.5% monthly finance charge. If delinquent accounts are referred for collection or legal action, the customer agrees to pay all reasonable costs for collection including reasonable attorney fees.

Any fees associated with electronic payment network companies, vendor management companies, insurance management companies, permits and all other outside fees will be invoiced to the customer.

A 5% increase in the cost of monthly service will be implemented each year on the service anniversary date. Proposals are valid for 30 days.

Rick Haines	
Rick Haines	Customer Signature
Rust Tech Services Representative	-

IN RUST WE TRUST!



### Services, LLC

P.O. Box 2288
Jupiter, Florida 33468-2288
(561) 744-1225
(866) 771-RUST (7878)
rusttech@bellsouth.net
www.rusttechservices.com

RUST TECH SERVICES PROVIDES A WATER TREATMENT ADDITIVE FOR WELL WATER IRRIGATION SYSTEMS TO CONTROL STAINING. THE SOLUTION IS A FOOD GRADE COMPLEX POLYPHOSPHATE LIQUID CONCENTRATE ADDITIVE WHICH WILL REDUCE CLOGGING IN SPRINKLER HEADS, VALVES AND LINES.

Date: 12/13/24

This agreement ensures Rust Tech Services will supply, install and maintain a rust

inhibitor system for: Landmark At Doral HOA

C/O Castle Group

Attn: Judy Calderon-Robles

10220 NW 66th Street, Doral FL 33178

#### This agreement includes:

Existing well water stains will be removed at no charge.

Rust Tech Services technicians service the property, maintain the

rust inhibitor equipment and fill the chemical tank every two weeks.

You will only be billed for service, never a delivery charge.

The monthly price is based on irrigating 3-4 days per week. Any additional irrigating will be billed accordingly.

Our service technicians will remove any reoccurring rust stains at no charge.

### The cost of Rust Tech Services is based on irrigating 3-4 days per week:

Monthly service charge \$1134.00

Rust Tech Services, LLC requires either party's thirty-day cancellation notice. In the event of a service agreement, invoices submitted are due within 30 days of invoice date. Delinquent accounts of 60 days or more are subject to a 1.5% monthly finance charge. If delinquent accounts are referred for collection or legal action, the customer agrees to pay all reasonable costs for collection including reasonable attorney fees.

Any fees associated with electronic payment network companies, vendor management companies, insurance management companies, permits and all other outside fees will be invoiced to the customer.

A 5% increase in the cost of monthly service will be implemented each year on the service anniversary date. Proposals are valid for 30 days.

Rick Haines	
Rick Haines	Customer Signature
Rust Tech Services Representative	-

IN RUST WE TRUST!

# CONSENT AGENDA

# UNAUDITED FINANCIAL STATEMENTS

# LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS UNAUDITED NOVEMBER 30, 2024

# LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS NOVEMBER 30, 2024

				Majoı	r Fun	ıds				
				Debt		Debt		Capital		Total
				Service	_	Service		rojects	Go	vernmental
ACCETC		General	Se	ries 2016	S	eries 2019	Ser	ies 2016		Funds
ASSETS Cash - SunTrust										
Unreserved	Ф	789,359	\$		\$		\$		Ф	700 250
	\$		Φ	-	Φ	-	Φ	-	\$	789,359 15
Reserved for parking garage		15 332		-		-		-		332
Reserved for south parcel		362		-		-		-		
Reserved for army corp of engineers		302		-		-		-		362
Investments Revenue				00 454		422 740				E04 470
		-		98,454		432,718		-		531,172
Reserve		-		99,286		- 70		-		99,286
Sinking A2		-		-				-		70
Reserve - senior Reserve - subordinate		-		-		366,800		-		366,800
		-		-		161,500		-		161,500
Principal		-		-		180		40.040		180
Construction		710		-		-		13,243		13,243
Undeposited funds		710		-		-		-		710
Due from Merged		5,375		440.000		37,069		-		42,444
Due from General fund	Φ.	706 152	Φ.	148,988	Φ.	25,135	ф.	12 242	Φ.	174,123
Total assets	\$	796,153	\$	346,728	\$	1,023,472	\$	13,243	\$	2,179,596
LIABILITIES										
Liabilities										
Due to other funds										
Debt service 2016	\$	148,988	\$	_	\$	_	\$	_	\$	148,988
Debt service 2019	•	25,135	•	_	•	_	•	_	•	25,135
Taxes payable		153		-		_		_		153
Due to Lennar		3,000		_		_		_		3,000
Total liabilities		177,276		_		_		_		177,276
DEFERRED INFLOWS OF RESOURCES										
Deferred receipts		5,375				37,069				42,444
Total deferred inflows of resources		5,375		-		37,069		-		42,444
Fund balances										
Restricted for:										
Debt service		-		346,728		986,403		-		1,333,131
Capital projects		-		-		-		13,243		13,243
Assigned										
3 months working capital		224,945		-		-		-		224,945
Doral Cay stormwater		34,067		-		-		-		34,067
Unassigned		354,490								354,490
Total fund balances		613,502		346,728		986,403		13,243		1,959,876
Total liabilities defensed inflama of management										
Total liabilities, deferred inflows of resources and fund balances	φ	706 452	φ	246 720	ው	1 002 470	Ф	12 242	Ф	2 170 506
and fund balances	\$	796,153	\$	346,728	Ф	1,023,472	\$	13,243	\$	2,179,596

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

	Current Month		Year to Date		Dudust	% of	
REVENUES	IVIONIN		Date I		Budget	Budget	
Assessment levy: on-roll	\$	99,801	\$	99,801	\$ 512,115	19%	
Interest & miscellaneous	φ	99,001 5	φ	11	φ 512,115	N/A	
Total revenues		99,806		99,812	512,115	19%	
Total Teverides		99,000		99,012	312,113	1970	
EXPENDITURES							
Professional & administrative							
Supervisors		-		1,076	4,304	25%	
Management/accounting/recording		3,543		7,087	42,520	17%	
Legal - general counsel							
Billing, Cochran, Lyles, Mauro & Ramsey		6,525		6,525	18,000	36%	
Engineering		2,760		2,760	25,000	11%	
Audit		-		-	8,900	0%	
Accounting services - debt service		442		884	5,305	17%	
Assessment roll preparation		950		1,899	11,395	17%	
Arbitrage rebate calculation		-		-	1,500	0%	
Dissemination agent		292		583	3,500	17%	
Trustee		-		-	5,500	0%	
Postage & reproduction		-		-	500	0%	
Printing & binding		42		83	500	17%	
Legal advertising		-		-	3,000	0%	
Office supplies		-		-	500	0%	
Annual district filing fee		-		175	175	100%	
Insurance: general liability		-		7,449	7,878	95%	
ADA website compliance		-		-	210	0%	
Website		-		705	705	100%	
Contingencies		69		138	1,000	14%	
Total professional & administrative		14,623		29,364	140,392	21%	

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

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Field Operations Management	3,200	6,400	38,400	17%
Monitoring reports	-	-	3,600	0%
Wetlands planting and earthwork	_	_	6,000	0%
Wetland vegetation trimming	_	_	22,000	0%
Area management services	_	570	6,628	9%
Lake Bank Beautification	5,764	5,764	-	N/A
Landscape Maintenance & Irrigation	24,554	49,421	294,654	17%
Landscape irrigation repairs	- 1,000	-	15,000	0%
Fountain - O&M	_	_	13,000	0%
Fence repair	-	-	7,500	0%
Sidewalk repairs	-	-	32,000	0%
Pressure Washing	-	17,850	17,000	105%
Environmental investigation	-	-	26,250	0%
Annual permits	-	-	6,000	0%
Roadway maintenance	-	-	1,000	0%
Signage repairs	-	-	1,000	0%
Installation of Median lights	115	47,762	160,000	30%
Installation of Street lights	17,004	17,004	22,733	75%
Drainage system maintenance	-	-	20,654	0%
Property Insurance	-	-	1,500	0%
Utilities - Irrigation	-	-	12,000	0%
Utilities - electric	-	-	2,500	0%
Utilities - Street Lights	-	-	12,000	0%
Contingencies		265	9,000	3%
Total field operations	50,637	145,036	730,419	20%
Other fees and charges				
Property appraiser & tax collector	998	998	5,334	19%
Total other fees and charges	998	998	5,334	19%
Total expenditures	66,258	175,398	876,145	20%
Excess/(deficiency) of revenues				
over/(under) expenditures	33,548	(75,586)	(364,030)	
Fund balance - beginning	579,954	689,088	623,051	
Fund balance - ending (projected) Assigned	613,502	613,502	259,021	
3 months working capital	224,945	224,945	224,945	
Doral Cay stormwater	34,067	34,067	34,067	
Unassigned	354,490	354,490	9	
Fund balance - ending	\$ 613,502	\$ 613,502	\$ 259,021	

# LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2016 FOR THE PERIOD ENDED NOVEMBER 30, 2024

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll	\$ 210,292	\$ 210,292	\$ 182,046	116%
Interest	748	1,511		N/A
Total revenues	211,040	211,803	182,046	116%
EXPENDITURES				
Principal	-	-	63,000	0%
Interest	58,861	58,861	117,723	50%
Total expenditures	58,861	58,861	180,723	33%
Other fees and charges				
Property appraiser & tax collector	2,103	2,103	1,896	111%
Total other fees and charges	2,103	2,103	1,896	111%
Total expenditures	60,964	60,964	182,619	33%
Excess/(deficiency) of revenues				
over/(under) expenditures	150,076	150,839	(573)	
Fund balance - beginning	196,652	195,889	188,959	
Fund balance - ending	\$ 346,728	\$ 346,728	\$ 188,386	

# LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2019 FOR THE PERIOD ENDED NOVEMBER 30, 2024

	Current		Year to		Dudmet	% of
		Month		Date	Budget	Budget
REVENUES						
Special assessments - on roll	\$	35,477	\$	35,477	\$ 1,079,080	3%
Interest		4,328		8,743		N/A
Total revenues		39,805		44,220	1,079,080	4%
EXPENDITURES						
Principal		-		-	685,000	0%
Interest		190,722		190,722	381,444	50%
Total expenditures		190,722		190,722	1,066,444	18%
Other fees and charges						
Property appraiser & tax collector		355		355	11,240	3%
Total other fees and charges		355		355	11,240	3%
Total expenditures		191,077		191,077	1,077,684	18%
Excess/(deficiency) of revenues						
over/(under) expenditures		(151,272)		(146,857)	1,396	
Fund balance - beginning	,	1,137,675		1,133,260	1,091,660	
Fund balance - ending	\$	986,403	\$	986,403	\$ 1,093,056	

# LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2016 FOR THE PERIOD ENDED NOVEMBER 30, 2024

	_	Current Month	 Year to Date
REVENUES Interest & miscellaneous Total revenues	\$	50 50	\$ 101 101
EXPENDITURES  Total expenditures			 
Excess/(deficiency) of revenues over/(under) expenditures		50	101
Fund balance - beginning Fund balance - ending	\$	13,193 13,243	\$ 13,142 13,243

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

				Bond
	Principal	Interest	<b>Debt Service</b>	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

				Bond
	Principal	Interest	<b>Debt Service</b>	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

	Detectors	0	Latanast	Dalid Garadaa	Bond
11/01/21	Principal	Coupon	146,175.00	<b>Debt Service</b> 146,175.00	<b>Balance</b> 9,745,000.00
05/01/22	445 000 00	2 0000/		•	9,300,000.00
	445,000.00	3.000%	146,175.00	591,175.00	
11/01/22	400,000,00	2.0000/	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	475,000,00	0.0000/	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

	<b>5</b>			5.1.0	Bond
11/01/21	Principal	Coupon	73,684.38	Debt Service	4,000,000.00
	175 000 00	2.4050/	•	73,684.38	
05/01/22	175,000.00	3.125%	73,684.38	248,684.38	3,825,000.00
11/01/22	100 000 00	0.4050/	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	105.000.00	0.4050/	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	405.000.00	0.0750/	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	_

# MINUTES

### **DRAFT**

1 2 3 4	LANDM	ES OF MEETING ARK AT DORAL EVELOPMENT DISTRICT
5	The Board of Supervisors of the Landr	mark at Doral Community Development District held
6	a Regular Meeting on December 18, 2024 at	t 4:00 p.m., at the Landmark Clubhouse, 10220 NW
7	66 <sup>th</sup> Street, Doral, Florida 33178.	
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9 10	Present were:	
11 12	Odel Torres Sui Flan Jim	Chair Vice Chair
13 14	Juan Javier De Maqua Jorge Finol (via telephone)	Assistant Secretary Assistant Secretary
15 16 17	Also present:	
18 19	Kristen Thomas Gregory George	District Manager District Counsel
20 21 22	Angelo Camacho Victor Castro Roni Kirchheimer	District Engineer Field Operations Manager Resident
23 24 25	FIRST ORDER OF BUSINESS	Call to Order/Roll Call
26 27	Ms. Thomas called the meeting to o	order at 4:07 p.m. Supervisors Jim, Torres and De
28	Maqua were present. Supervisor Finol attend	ded via telephone. Supervisor Tellez was absent.
29 30 31	SECOND ORDER OF BUSINESS	Public Comments
32 33	No members of the public spoke.	
34 35 36	THIRD ORDER OF BUSINESS	Discussion: Miami-Dade Class V Dewatering Permit for Maintenance Activities
30 37	A. June 28, 2023 Memorandum [Rep	ort on the County's Code Changes Related to
38	Operations, Maintenance, Design and	d Construction of Municipal Stormwater Systems;

39	Expanding the County's Asset Management System to Include Stormwater
40	Infrastructure; and Conducting Educational Campaigns Related to Biscayne Bay-
41	Directive No. 221513]

The memorandum was included for informational purposes.

Mr. Camacho stated the Department of Environmental Resource Management (DERM) Representative advised that the CDD must engage one contractor to perform annual maintenance and to clean the storm drainage structures, based on Dade County's standards and specifications.

Ms. Thomas recalled engaging Raptor Vac for the annual storm drain cleaning project spanning a five-year period, beginning with Phases 1 and 5, which are completed. The CDD is waiting to receive the inspection report from the cameras and for the District Engineer's office to sign off on the projects. The French drain in Phase 5 collapsed causing major flooding to reach the garages; the French drain permit from the City and DERM, is pending.

The Board consensus was to designate Raptor Vac as the CDD's contractor of choice. For the next meeting, Mr. Camacho will obtain proposals to determine the next Phases.

Mr. Finol arrived at the meeting at 4:23 p.m.

#### В. Alvarez Engineers, Inc, ArcGIS Proposal (as referenced in the MDC Memorandum)

This item was not addressed.

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### **FOURTH ORDER OF BUSINESS**

**Discussion/Consideration: Parking Plans** 

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Mr. Camacho presented the proposed design plans and materials for five additional parking spaces next to the lake. The plans propose one less space than expected, as they located an underground observation monitoring well and light bulb in the area. The plan was emailed to everyone and is similar in design to what is throughout, with regard to parking in the community.

Discussion ensued regarding the design and \$40,000 estimate, slating the project for March 2025 and funding it with remaining funds, if any, from the lake bank beautification projects.

This item was tabled to February 2025 to allow Ms. Jim time to inspect the area and provide additional comments.

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#### FIFTH ORDER OF BUSINESS

### **CDD Updates**

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Mr. Castro, Ms. Thomas and Mr. Camacho provided the following updates:

BrightView installed pavers in the park area of the lake bank beautification project before

District Staff provide a timeline of project activities and actions taken, which included

obtaining the permit, which was delayed due to BrightView's error of using the HOA's address

and not the CDD's address on the application. District Staff remedied the error after the stop

advising District Counsel and the contract terms and payments to date. To clear the CDD of any

violations and avoid the City stopping other permit applications already underway, it was

suggested District Counsel send a demand letter to BrightView to remove the pavers and restore

the area to its original state, at their expense, and that the CDD engage another vendor for the

On MOTION by Mr. Torres and seconded by Mr. Finol, with all in favor,

authorizing District Counsel to send a demand letter to BrightView advising

them to restore the portion of the Lake Bank Beautification projects, specifically

including returning the concrete slabs back to grass or their original condition;

and refunding the cost of that portion to the CDD, within 60-days or per the current Agreement scope of work, and to take all other actions consistent with

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work order was issued and BrightView paying a \$500 code violation and having to re-submit the 78 site plans and proof of ownership to the City, in the hopes the City will allow the pavers to stay.

project.

the Agreement, was approved.

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the small agreement to everyone.

Mr. Castro asked if they need to proceed with the fence portion of the Lake Bank Beautification Project. Ms. Thomas stated BrightView completed the slab; the only remaining project is to re-install existing fencing. She asked Mr. Castro to notify BrightView not to proceed with that project. Mr. George stated he will include this in the demand letter and email a copy of

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101 102 103		On MOTION by Mr. Finol and seconded by Mr. De Maqua with all in favor, eliminating the fence portion of the Lake Bank Beautification Project, was approved.
104 105		
106	>	The French drain permit is on hold, due to the Class V directive.
107	>	The canopy at Linear Park was replaced.
108	>	The M&M Pool & Spa Services contract to repair the fountain to its original condition was
109	execu	ated; the project will commence on January 4, 2025. Ms. Thomas stated that the parcels
110	were	conveyed back to the CDD.
111	>	The Sidewalk Slab Replacement and Repair Project was completed.
112	>	Multiple proposals for rodent control at all seven parks were distributed and presented
113	for co	onsideration.
114		The Board consensus was to table this item to July 2025.
115	>	The damaged tree was removed and the HOA will grind the stump.
116	>	The CDD received a code violation directing the CDD to remove graffiti from the wetland
117	signs	by December 27, 2024. After an unsuccessful attempt, the pressure washer vendor advised
118	that i	t would be less expensive to replace the signs, which are old. Staff will request an extension
119	in or	der to obtain proposals for the next meeting. Purchasing additional extra signs was
120	sugge	ested, to have available if this occurs again.
121		Mr. Castro will inspect the signage tomorrow and email photos to the Board.
122		
123 124		On MOTION by Mr. Finol and seconded by Mr. De Maqua, with all in favor, purchasing signage, in a not-to-exceed amount of \$2,000, was approved.
125 126		
127	>	The debris clean-up project within the five preserve areas related to the code violation
128	was c	completed.
129	>	Regarding the permit for the Landscape Lighting Project on NW 66 <sup>th</sup> Street, the City
130	reque	ested the maintenance of traffic (MOT) plans, which will be submitted to the City tomorrow.
131		The project scope; start date; identifying CDD, City and County owned roadways; the

traffic calming permit process and submitting the tree distribution plan to DERM were discussed.

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- Regarding mailbox structures, the request for the structural engineering plans from the original Engineer is pending.
- 135 Mr. George stated his office is ordering the title and preparing the documents to convey 136 the mailbox structures from the HOA to the CDD.
  - Mr. Camacho proposed and presented a proposal to digitize the CDD stormwater structures, for management purposes; although, Dade County only requires this of CDDs that discharge into public infrastructure.
- 140 Ms. Thomas reviewed the Engineering budget for Fiscal Year 2024 and 2025.
- 141 This item was tabled to March 2025.
- The Florida Power & Light (FPL) Easement for the NW 104<sup>th</sup> Path Lighting Project is underway.
- The Building Permit Department is reviewing the permit for the NW 66<sup>th</sup> Street Median

  LED Street Lighting Project.
  - The Board agreed to open public comments to allow Mr. Camacho to respond to a resident question before leaving the meeting.
    - Resident Roni Kirchheimer provided photos and, using a map, identified the collapsed walkway at the corner across from the school, which collapsed due to flooding. Concerns of students having to walk around it onto the street were discussed. Mr. Camacho stated he will file a complaint with the City, as he determined that the issue originates on City property. It was suggested that the school and others also file a complaint.
    - Ms. Jim asked for proposals to install fencing on the bike path to prevent another vehicular accident. She will email the details to Ms. Thomas.
    - Discussion ensued regarding a potential remedy that allows FPL access, cost to the CDD and the suggestion to file a complaint with the City, which will warrant conducting a traffic study.
    - Mr. Camacho was asked to include the traffic concerns at 66<sup>th</sup> St, 62<sup>nd</sup> St and 107<sup>th</sup> Avenue in the complaint to the City's Public Works Department and include supporting documentation.
    - Mr. Torres asked for an update on the rust prevention services. Mr. Casto stated he is having difficulty obtaining proposals and Rust Tech Services requested an update on whether they will be engaged or if they should remove the equipment, This third-party service was

removed from the BrightView contract. The CDD shares the system with the HOA, which does not have a meeting until next month.

The Board agreed with the recommendation to defer this item until the HOA conducts its meeting and Staff obtains proposals and for Rust Tech to remove their equipment and see if they are willing to sell the equipment.

Ms. Thomas asked Mr. Torres if there is anything to include in the Agreement with the HOA besides the porter services for the animal waste stations and fountain maintenance. Mr. George stated he will send the initial draft to the HOA and Ms. Thomas to review before presenting it in final form.

Mr. Castro asked Mr. Torres to tell the pool technician to keep the fountain pumps turned off until all repairs are completed.

The Chair is reviewing the amendment to the BrightView Landscape contract.

Ms. Thomas reminded the Board Members to contact her with any questions about the agenda or other issues, concerns or questions that arise.

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#### SIXTH ORDER OF BUSINESS

**Consent Agenda Items (5 minutes)** 

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- Ms. Thomas presented the following:
- 181 A. Acceptance of Unaudited Financial Statements as of October 31, 2024
- 182 B. Approval of November 20, 2024 Regular Meeting Minutes

Discussion ensued regarding various budget line items, items posted on the CDD website and encouraging Supervisors to use their CDD email address instead of personal email address when conducting CDD business, due to public records requests.

Ms. Jim was asked to email Ms. Thomas a list of her requests for copies of contracts, etc.

Mr. Finol asked for everyone to stop using his personal email address and only send emails to his CDD email address.

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

192 193 194	SEVEN	NTH ORDER OF BUSINESS	Staff Reports
195 196	A.	District Counsel: Billing, Cochran	, Lyles, Mauro & Ramsey, P.A.
197			Members to complete the required four hours of ethics
198	trainiı	ng by December 31, 2024. The nev	v Board Members are not required to complete it until
199	2025.		
200		Mr. George stated he is waiting or	the executed amendment from BrightView. He recalled
201	the di	rection to change the termination	clause from 30-days to 60-days.
202	В.	District Engineer: Alvarez Engine	ers, Inc.
203		There was nothing further to repo	ort.
204	C.	Field Operations Manager: UNUS	S Property Management, LLC
205		This item was not addressed.	
206	D.	District Manager: Wrathell, Hunt	and Associates, LLC
207		NEXT MEETING DATE: Jan	uary 15, 2025 at 4:00 P.M.
208		O QUORUM CHECK	
209		Supervisor Torres, Finol, Jim and I	De Maqua confirmed their attendance at the January 15,
210	2025	meeting.	
211			
212	EIGHT	TH ORDER OF BUSINESS	Public Comments
213 214		No members of the public spoke.	
215			
216 217	NINTI	H ORDER OF BUSINESS	Supervisors' Requests
218		There were no Supervisors' reque	ests.
219			
220 221 222 223	TENTI	On MOTION by Mr. Torres and meeting adjourned at 6:28 p.m.	Adjournment  I seconded by Ms. Jim, with all in favor, the

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228	Secretary/Assistant Secretary	Chair/Vice Chair

DRAFT

LANDMARK AT DORAL CDD

December 18, 2024

# RATIFICATION ITEMS



Dania Beach Office 1200 Stirling Rd. 5A Dania Beach, Fl. 33004 (954) 565-7488 Ftlauderdale@lakedoctors.com Lakedoctors.com

### **Water Management Agreement**

NRL/DE

This Agreement, made this19 day of Corporation, hereinafter called "THE LAKE DOCTORS" an	December 2024 is between The Lake Doctors, Inc., a Florida
PROPERTY NAME (Community/Business/Individual) Landmark	at Doral CDD
MANAGEMENT COMPANY Unus Property Manageme	nt in care of Landmark at Doral CDD
INVOICING ADDRESS 2300 Glades Road Suite 410W	
CITY Boca Raton STATE FL ZIP 33431 PHONE ( 56	61 ) 571-0100
EMAIL ADDRESS landmarkatdoralcdd@district ap.net B	EMAIL INVOICE: <mark>YES</mark> OR NO
THIRD PARTY COMPLIANCE/REGISTRATION: YES OR **If a Third Party Compliance/Registration or an Invoice Portal is re	NO THIRD PARTY INVOICING PORTAL: YES OR NO equired; it is the customer's responsibility to provide the information.
Hereinafter called "CUSTOMER"	REQUESTED START DATE December PURCHASE ORDER #:
The parties hereto agree to follows:	

execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s): One (1) Lake (1.30 acres, 947 ft. perimeter), associated with **Landmark CDD**, in Doral, Florida.

THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

	Total of Services Accepted	\$ 143.00 / Monthly
5.	Additional Treatments, if required	\$ INCLUDED
4.	Monthly E-mail Service Reports	\$ INCLUDED
3.	Free Callback Service	\$ INCLUDED
2.	Shoreline Grass and Brush Control Program	\$ INCLUDED
1.	Algae, Underwater and Floating Vegetation Control Program	\$ INCLUDED

**\$143.00** of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of \$143.00 including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

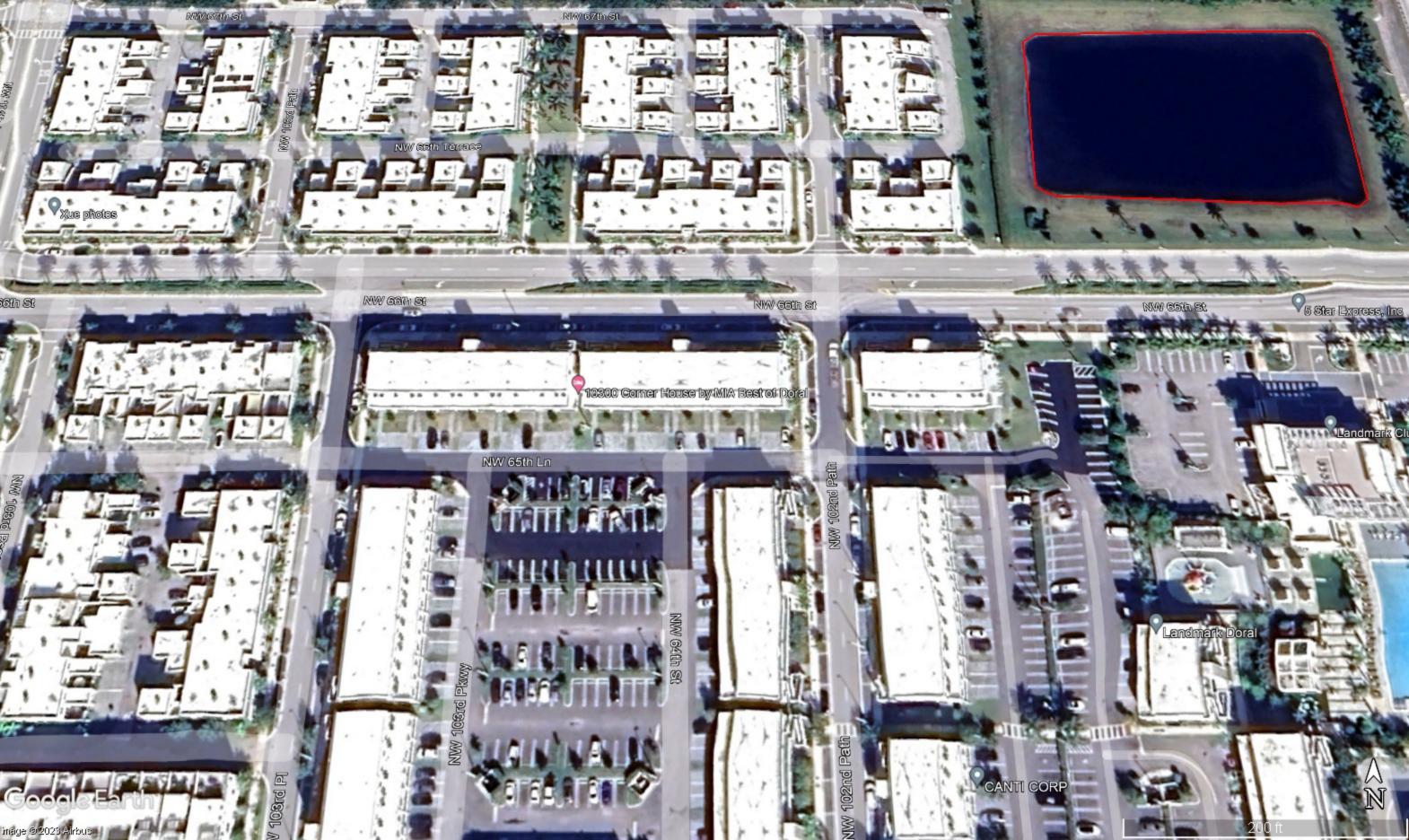
- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before <u>January 5<sup>th</sup>, 2025</u>.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered

Nicolas Luciani Sales Manager Name Del To Res LAD COP

® THE LAKE DOCTORS, INC.

#### TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
  - Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial
    vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
  - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
  - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify THE LAKE DOCTORS if any exotic fish exist in lake or pond prior to treatment.
  - d) CÜSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
  - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
  - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
  - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
  - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution.
- 12) THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in <u>full</u>. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) If Agreement includes trash/debris removal, THE LAKE DOCTORS will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 17) CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees.



# STAFF REPORTS

### BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

### LOCATION

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

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