LANDMARK AT DORAL

COMMUNITY DEVELOPMENT
DISTRICT
February 19, 2025
BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Landmark at Doral Community Development District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Phone: (561) 571-0010 Fax: (561) 571-0013 Toll-free: (877) 276-0889

February 12, 2025

ATTENDEES:

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

Board of Supervisors Landmark at Doral Community Development District

Dear Board Members:

The Board of Supervisors of the Landmark at Doral Community Development District will hold a Regular Meeting on February 19, 2025 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. Discussion: Irrigation System
- 4. Discussion/Consideration: Playground Equipment and Curb Proposals
- 5. Discussion: Pending Agreements
 - A. Brightview Landscape Services, Inc. First Amendment to Landscape & Irrigation Services Agreement
 - B. Homeowners Association, Inc. Maintenance and Porter Services Agreement
- 6. Discussion: Traffic Calming
 - A. Discussion: Traffic Logix
 - B. Product Sheet for Recommendation
 - C. Engineer's Costs
- 7. Consideration of Resolution 2025-05, Designating Michael J. Pawelczyk as the District's Registered Agent and Designating the Office of Billing, Cochran, Lyles, Mauro & Ramsey, P.A. as the Registered Office
- 8. Ratification of Irrigation Pump Replacement Proposal
- 9. Consent Agenda Items (5 minutes)
 - A. Acceptance of Unaudited Financial Statements as of December 31, 2024

Board of Supervisors Landmark at Doral Community Development District February 19, 2025, Regular Meeting Agenda Page 2

- B. Approval of January 15, 2025 Regular Meeting Minutes
- 10. Staff Reports
 - A. District Counsel: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
 - Discussion/Consideration: Title and Lien Search Tract 01 \$810.00
 - B. District Engineer: Alvarez Engineers, Inc.
 - I. Discussion/Consideration
 - a. Curb Design and Estimate for the Alleyway Near the Lake
 - b. Playground Proposals for the Open Areas
 - II. Updates
 - a. Raptor Vac Drainage Repair
 - b. NW 66th St Median Lighting
 - C. Field Operations Manager: UNUS Property Management, LLC
 - Monthly Operations Report January 2025
 - D. District Manager: Wrathell, Hunt and Associates, LLC
 - NEXT MEETING DATE: March 19, 2025 at 4:00 PM
 - QUORUM CHECK

SEAT 1	Odel Torres	IN PERSON	PHONE	☐ N o
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	☐ 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,

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

FIRST AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS FIRST AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT (the "First Amendment") is made and entered into this 1 day of December 2024, by and between:

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

RECITALS

WHEREAS, the District and the Contractor entered into a Landscape & Irrigation Services Agreement, effective October 1, 2024 (the "Agreement"); and

WHEREAS, the District has requested the removal of irrigation rust control and the planting of annual flowers from the scope of work and schedule of services under the Agreement, thereby reducing the compensation payable to the Contractor, and the Contractor has agreed to this modification as set forth herein; and

WHEREAS, Contractor's Proposal Form – Part IV – Pricing, originally attached to the Agreement as Exhibit B, is hereby replaced with the attached Exhibit B-1 to reflect the updated Contract Amount as revised by this First Amendment; and

WHEREAS, the Parties acknowledge that amending the termination provision of the Agreement to ensure mutual reciprocity will promote fairness, enhance the balance of obligations, and better reflect the equitable intentions of both Parties.

- **NOW, THEREFORE,** in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:
- 1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this First Amendment.
- 2. That 7. **COMPENSATION**; **TERM** of the Agreement is hereby amended to provide for the following:

7. COMPENSATION; TERM.

A. Work under this Agreement shall begin October 1, 2024, and end September 30, 2025 ("Initial Term"), unless terminated earlier pursuant to the terms of this

- Agreement. At the end of the Initial Term, this Agreement may be eligible for three (3) annual renewals of the same terms set forth herein, in the District's sole discretion.
- B. As compensation for the Work, the District agrees to pay Contractor TWO HUNDRED SEVENTY THREE THOUSAND FOUR HUNDRED SIXTY EIGHT AND 00/100 DOLLARS (\$273,468.00) per year, in monthly amounts of twenty two thousand seven hundred eighty nine and 00/100 dollars (\$22,789.00). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form Part IV Pricing ("Contract Amount"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form Part IV Pricing, attached hereto as EXHIBIT B-1, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form Part IV Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- C. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B-1**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- D. Payments by District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be emailed or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- E. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. The contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against

claims therefrom. Any payment so made will be credited against sums due to the Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

- 3. That 19. **TERMINATION.** of the Agreement is hereby amended to provide for the following:
 - 19. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide sixty (60) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. 4.
 - 4. This First Amendment shall take effect December 1, 2024.
- 5. In all other respects, the Agreement between the parties is hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

ATTEST:	LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT
By: Dana Fundora Secretary Assistant Secretary Branch Administrator	By: Chairperson Vice Chairperson Date:
ATTEST: By: Zachary Chapel Its: Business Developer	BRIGHTVIEW LANDSCAPE SERVICES, INC. By: Charles Gonzalez, VPGM 12-13-24

Exhibit B-1: Proposal Pricing (Part IV of Proposal Form)

EXHIBIT B-1

PROPOSAL PRICING (PART IV OF PROPOSAL FORM)

PROPOSAL FORM PART IV PRICING

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

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

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

PART 1

Service	Proposed Number and					Nu	mber o	of Serv	ices					Total	Yearly Price
Description	Type of Personnel	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Serv.	(\$)
Service 1: Turf Mowing, Hedges, Shrubs, Ground Covers, Trees, Palms		de la constanta de la constant											3.1		
Onsite Gardeners (Monday through Friday)						5	5	5	5	5				25	39,750
Onsite Gardeners (Monday through Friday)		4	4	5	4					AND TO PROVIDE THE PROPERTY OF	4	4	4	29	34,090
Rotary Mowing, Edging, String Trimming		2	2	2	2	3	4	4	4	3	2	2	2	32	54,880
Porter Service 1/2 day pickup (Monday through Friday)		4	4	5	4	5	5	4	5	4	4	4	4	52	12,420
Selective Shear and Prune Shrubs		1	1	1	1	1	1	1	1	1	1	1	1	12	Included
Manual and Chemical Bed and Paver Weed Control		1	1	1	1	1	1	1	1	1	1	1	1	12	Included
Prune Small Palms (up to 12') and Ornamental Trees		1	1	1	1	1	1	1	1	1	1	1	1	12	Included
Manage Property & Communications		4	4	5	4	5	5	4	5	4	4	4	4	52	Included
Manager to Provide		1	1	1	1	1	1	1	1	1	1	1	1	12	Included

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

Service	Proposed Number and					Nu	mber	f Serv	ices					Total	Yearly Price
Description	Type of Personnel	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Serv.	(\$)
Proactive Proposals											27				
Monthly Inspection Report (Quarterly Assessment)		1	1	1	1	1	1	1	1	1		1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	12	3,600
Vertical Trimming of Vegetation 2' Behind Guardrail on 62 St	* up to 8' ft clearance	1			1			1			1			4	8,604
Trimming 2 ¹ Behind Back of Sidewalk 102 Av, 104 Path at Conservation Area.	* up to 8' ft clearance	1			1			1			1			4	16,704
Total Yearly Price for Service 1													4		\$170,048

Service 2: Irrigation and Water Management	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Irrigation Inspection Check and Adjust	1	1	1	1	1	1	1	1	1	1	1	1	12	17,820
Zone by Zone Irrigation Report of Findings and Observations	1	1	1	1	1	1	1	1	1	1	1	1	12	Included
Irrigation Rust System (Reffilling Chemical Tanks)		A THE STREET WATER TO THE STREET TO THE STRE	determinations were the determination of the determ							***			0	0
Total Yearly Price for Service 2							home					h		\$17,820

Service 3: Agronomic Program	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Seasonal Turf Fertilization	1			1		,			1	military says fabrills then the first field filter	1	magina mbeld dadda.	4	2,016
Turf Insect Control - Arena @ .4 lb/Acre			1				1			agencia specialista de la constanta de la cons		-	2	Included
Turf Insect Control - Talstar @ .2 lb/Acre						1			1	Parameter extensions specially		And the second s	2	Included
Turf Weed Control -			1						Strike Assec semme semps on p.p.			A A A MILLION AS A	1	Included

LANDSCAPE AN	ID IRRIGATION SCOPE OF W SERVICES AGREEM													SCAPE & II	RRIGATION
Service	Proposed Number and					Nu	mber	of Serv	ices				-	Total	Yearly Price
Description	Type of Personnel	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Serv.	(\$)
Barricade (pre emergent)											The state of the s			yrug-4 90 30° % Juli has hassand prognosing	y affinial files gree yeer is in the definition. Another hands around any
Turf Weed Control - Multiple Emergents			1		1						1	1		4	Included
Palm/Tree and Shrub Fertilization		1			1					1		1		4	3,024
IPM Program for Palms and		1		1		1		1		1		1		6	2,000

0

0

\$7,040

Ornamentals Soil Analysis

Price for Service

Reports **Total Yearly**

Service 4: Annual Flowers, Mulching, Tree Care, Leaf Cleanup		***************************************											
Common Area Much Refresh		1		1			1			1		4	2,120
Mulch - Full Site Mulch Installation at 1"			1									1	17,000
Mulch - Parks and Medians Installation at 1"						1		di 1			1	2	9,540
Harwood Pruning Over 10'		1100			1			***************************************				1	19,500
270-4" Potted Annuals at End of Median at 66 St & 104 Path		A THE PERSON AND A PROPERTY OF THE PERSON AND A PERSON AN				7			12 12 12 12 12 12 12 12 12 12 12 12 12 1			0	0
300-4" Potted Annuals at End of Median at 66 St & Main Entrance						distribution of the state of th		ALERT				0	0
100-4" Potted Annuals at End of Median at 66 St & 102 Ave	-	AND THE PERSON NAMED OF TH										0	0
200-4" Potted Annuals at North and South Circle of 104 Path Median								AND				O O	0
300-4" Potted Annuals at 3 Corners of Triangle S of Median 104 Path												o	0

Leaf Clean-up and removal	2	2	2	2	3	4	4	4	3	2	2	2	32	30,400
		der brand ist of derivati	o honores y constantes o properties of the constantes of the const					1711		W 10 10 10 10 10 10 10 10 10 10 10 10 10	TOTAL OF THE PARTY			
			bank to bose to	Support of the suppor						man manymar wangs		The second secon	property and the property of t	

	SERVICES AGREEM	ENT FO	R THE	LOCATI	ON OF	THE LOC	CATION	OF TH	HE MAI	NTENAN	ICE SER	VICE A	REAS.)		
Service	Proposed Number and					Nu	mber	of Serv	ices					Total	Yearly Price
Description	Type of Personnel	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Serv.	(\$)
otal Yearly						Australia		F-mintenantenpetraje		An Suite Multi-Anto-Americans	house amountainers				

PART 2

LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

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

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

	Person with Drop Applicator	\$ <u>75.00</u>	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	\$95.00	Hour
N.	Laborer for Additional Trash Pick-Up	\$42.00	Hour
Ο.	Lump Sum Mowing, entire community	\$ <u>1,715.00</u>	Hour

PART 3

EMERGENCY CLEAN-UP SERVICES

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

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

Costs for equipment and personnel are only payable when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each

declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

5B

MAINTENANCE AND PORTER SERVICES AGREEMENT

This Maintenar	nce and Porter S	ervices Agreement (the '	"Agreement")) is made	and
entered into this	day of	, 2025 (the	"Effective Da	ate"), 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 non 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, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and the maintenance of, among other things, the entrance fountains, the pet waste stations, and mailbox trash receptacles within the District that are owned by the District (the "Improvements" as further defined herein below and in Exhibit "A" attached hereto);

WHEREAS, the District and the Association desire to provide for maintenance of the Improvements; and

WHEREAS, the Association, on behalf of and for the benefit of its members has agreed to provide, pursuant to the terms of the Agreement, certain maintenance and porter services in connection with the Improvements; 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 the most efficient means to maintain the Improvements.

- **NOW, THEREFORE,** in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:
- 1.0 **Recitals.** The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.
- 2.0 <u>Description of Improvements.</u> The Improvements that are the subject of this Agreement are more fully described in the attached <u>Exhibit "A"</u>, which exhibit is incorporated by reference.
- 3.0 <u>Performance of Maintenance of Improvements.</u> The District and the Association hereby agree, as follows:
- (A) the Association shall provide, and be solely responsible for all costs and liabilities that are associated with or arise out of, the maintenance services and materials as set forth in the attached Exhibit "B" (the "Maintenance and Porter Services"), which exhibit is incorporated in its entirety and made a part hereof by reference, for the Improvements; and
- (B) the Maintenance and Porter Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs; and
- (C) the Maintenance and Porter Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable: (a) the District; (b) South Florida Water Management District; (c) Florida Department of Environmental Protection; (d) Miami-Dade County, Florida; and (e) any municipality with jurisdiction, either now or in the future.
- (D) the Maintenance and Porter Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress,

easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvement or in the real property where each Improvement is located; and

(E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement, including the District as provided for in sections 6.0 and 7.0 herein.

4.0 **RESERVED.**

- 5.0 The Association's Responsibility for Acts of Force Majeure. The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of the Improvements that are damaged as a result of a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding.
- 6.0 <u>Emergency Intervention by the District.</u> In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association or the District may have with third parties concerning the Maintenance Services for the Improvements the District reserves the unilateral and exclusive right, in the District's sole discretion, to implement or initiate, without advance notice, the following:
- (A) the provision of Maintenance and Porter Services or materials for any one or more of the Improvements; and
- (B) the removal, modification, relocation, or replacement of one or more of the Improvements or any portion thereof, as the case may be.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of Maintenance Services or materials for any one of the Improvements pursuant to this section, the District shall issue to the Association a written invoice for the costs incurred pursuant to this section, and the Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

7.0 Remedies, Default, and Specific Performance. The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

- (A) <u>Material Breach by Association</u>. Any failure of the Association to comply with sections 3.0 or 5.0 of this Agreement shall be deemed a material breach of this Agreement. In the event of a material breach of this Agreement, the District, at its sole discretion and without advance notice or opportunity to cure, may elect to initiate its own maintenance program or provide such Maintenance and Porter Services and materials and thereby assume full control over maintenance of some or all of the Improvements, however, the District shall be obligated to give a subsequent oral or written notice to the Association as soon as is reasonably possible, but in no event later than five (5) business days after commencement of a maintenance program or Maintenance and Porter Services by the District pursuant to the authority of this section.
- (B) <u>Default by Association.</u> If the Association should fail, refuse or neglect to furnish or perform the required Maintenance and Porter Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility as to some or all of the Improvements, and/or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable sole discretion, one or more of the Improvements.
 - (C) <u>Discontinuation and Reimbursement by Association.</u>
 - (1) At such time as the District should commence a maintenance program or provide Maintenance and Porter Services or supplies for one or more of the Improvements under this section, and upon receipt of the oral or written notice from the District, the Association shall promptly discontinue the provision of such services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform such services.
 - (2) Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of Maintenance and Porter Services or materials for any one of the Improvements, the District shall issue to the Association a written invoice setting forth the estimated amount of money the District reasonably calculates it will need to have on hand, through the District's fiscal year and until such time as the District can lawfully add such additional expenses in a future annual budget of the District, in order to implement and carry out the maintenance program or provision of Maintenance and Porter Services or materials. The Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

- (D) Other Remedies and Opportunity to Cure.
- At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder.
- (2) However, except for emergency situations (as so reasonably determined by the District), before the District may initiate legal action for the Association's failure or default under this Agreement, the District shall provide advance written notice to the Association of the nature of the alleged failure or default and afford a ten (10) calendar day cure period, and the Association, shall have ten (10) calendar days following the date of receipt of said notice to cure the alleged failure or default through appropriate and substantive remedial action.

8.0 **Indemnification.**

- (A) The Association does hereby indemnify and hold the District (defined to include the District, its elected and appointed officers, agents, and employees) harmless from and against any and all claims, demands, or causes of actions of whatsoever hind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liability, damages, orders, judgments, or decrees sustained by the District, 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.
- (B) To the extent permitted by Florida law, the District does hereby indemnify and hold the Association (defined to include the Association, its elected and appointed officers, agents, and employees) harmless from any and against any and all claims, demands, or causes of actions of whatsoever hind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liability, damages, orders, judgments, or decrees sustained by the Association, 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.

9.0 **Insurance.**

- (A) The Association shall be required, on or before the date of the execution of this Agreement and without any interruption or lapse thereafter, to provide to the District a Certificate of Insurance reflecting insurance coverage for the Association in such amounts and in accordance with the requirements set forth below.
 - (1) Worker's Compensation Insurance for statutory obligations, as required by Florida law, imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Any contractor of the Association performing services on the Improvements shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
 - (2) <u>Comprehensive General Liability</u> (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$500,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 1. Premises and Operations;
- 2. Independent Contractors;
- 3. Product and Completed Operations Liability;
- 4. Broad Form Property Damage; and
- 5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
- (B) Further, said Certificate of Insurance shall on its face reflect the following, including but not limited to:
 - (1) the District as an additional insured to the extent set forth herein; and
 - (2) the District as the certificate holder of the Certificate of Insurance; and
 - (3) a statement that the insurance coverage represented by the Certificate of Insurance shall not be terminated, canceled or reduced unless thirty (30)

days prior written notice of such termination, cancellation or reduction (or ten (10) days if terminated or canceled for non-payment) is mailed by first class U.S. Mail to the District.

(C) IT SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION TO INSURE THAT ANY CONTRACTOR HIRED BY THE ASSOCIATION TO PERFORM ANY MAINTENANCE OR REPAIR SERVICES WITH RESPECT TO THE IMPROVEMENTS AND ANY OTHER PROJECT APPROVED BY DISTRICT IN ACCORDANCE WITH THIS AGREEMENT, PRIOR TO ANY MAINTENANCE, REPAIR OR INSTALLATION ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT COPIES OF ITS COVERAGES, WITH MINIMUM LIMITS AS PROVIDED ABOVE, AND WHICH SPECIFICALLY PROVIDE THAT THE LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTOR.

10.0 <u>Term of Agreement.</u>

- (A) 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 expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date first written above. Thereafter, unless otherwise terminated as provided for herein, the Agreement shall automatically renew for additional one (1) year periods.
- (B) In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement, or a portion thereof, at any time for any reason in its sole discretion by providing at least thirty (30) days written notice to the Association of its intent to terminate this Agreement, or a portion thereof, pursuant to this provision.

11.0 Miscellaneous Provisions.

- 11.1 <u>Time of the Essence</u>: Time is of the essence with respect to this Agreement.
- 11.2 <u>Notices:</u> 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 or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO THE DISTRICT: Landmark at Doral Community Development District

2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attention: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

515 East Las Olas Boulevard, Suite 600

Fort Lauderdale, Florida 33301

Attention: Michael J. Pawelczyk, Esq.

AS TO THE 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 days after sending by express overnight courier, or three business days after sending by certified or registered mail.

- 11.3 <u>Entire Agreement:</u> 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 District and 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.
- 11.4 <u>Amendment and Waiver:</u> This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their 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.
- 11.5 <u>Severability:</u> 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.
- 11.6 <u>Controlling Law:</u> This Agreement shall be construed under the laws of the State of Florida.

- 11.7 **Authority:** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.
- 11.8 <u>Costs and Fees</u>: In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.
- 11.9 <u>Successors and Assignment:</u> The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Association and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.
- 11.10 **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.
- 11.11 <u>Arm's Length Transaction:</u> This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
- 11.12 Execution of Documents: Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.
- 11.13 <u>Construction of Terms:</u> Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

- 11.14. <u>No Waiver of Immunities:</u> Nothing herein shall be construed as waiver by the District of the protections, immunities, and limitations of liability provided in Section 768.28, Florida Statutes, or pursuant to the doctrine of sovereign immunity.
- 11.15. <u>Captions:</u> The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.
- 11.16 <u>Counterparts:</u> This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

11.17 **Public Records:**

- (A) Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
 - (1) Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
 - (2) Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association 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 association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association 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) Association 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 Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.
- C. IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ASSOCIATION MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

WRATHELL, HUNT AND ASSOCIATES, LLC 2300 GLADES ROAD, SUITE 410W BOCA RATON, FLORIDA 33431 TELEPHONE: (561) 571-0010

EMAIL: gillyardd@whhassociates.com

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

- **11.19.** <u>Scrutinized Company Certification</u>: Association hereby swears or affirms that as of the date below Association is not listed on a Scrutinized Companies list created pursuant to Section 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further affirms that:
- A. Association 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.
- B. Association does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - 1. 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
 - 2. Have a material business relationship involving the supply of military equipment, or
 - 3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - 4. Have been complicit in the genocidal campaign in Darfur.
- C. Association 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:
 - 1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or

- 2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
- D. Association is not engaged in business operations in Cuba or Syria.

11.20 Convicted Vendor List: Association hereby certifies that neither Association 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.

11.21 <u>Anti-Human Trafficking Affidavit:</u> Association shall provide the District with an affidavit executed by an officer or 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.

[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:	LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT	
	By:	
Print name:Secretary/ Assistant Secretary	Print name: Chairperson Board of Supervisors	
	day of, 2025	
	ASSOCIATION:	
WITNESSES (not needed if this instrument is executed via DocuSign in accordance with the requirements of Chapter 688, F.S.):	LANDMARK AT DORAL HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation	
	By: Print name: Print title:	
Print Name	Time due.	
	day of, 2025	
Print Name		
(CORPORATE SEAL)		

EXHIBIT "A"

Description of Improvements

The Improvements consist of:

- 1. Entrance fountains.
- 2. Pet Waste Stations.
- 3. Mailbox Trash Receptacles.
- 4. Linear Park and Green Spaces owned by the District.

The above areas are more particularly shown on the map that immediately follows this page.

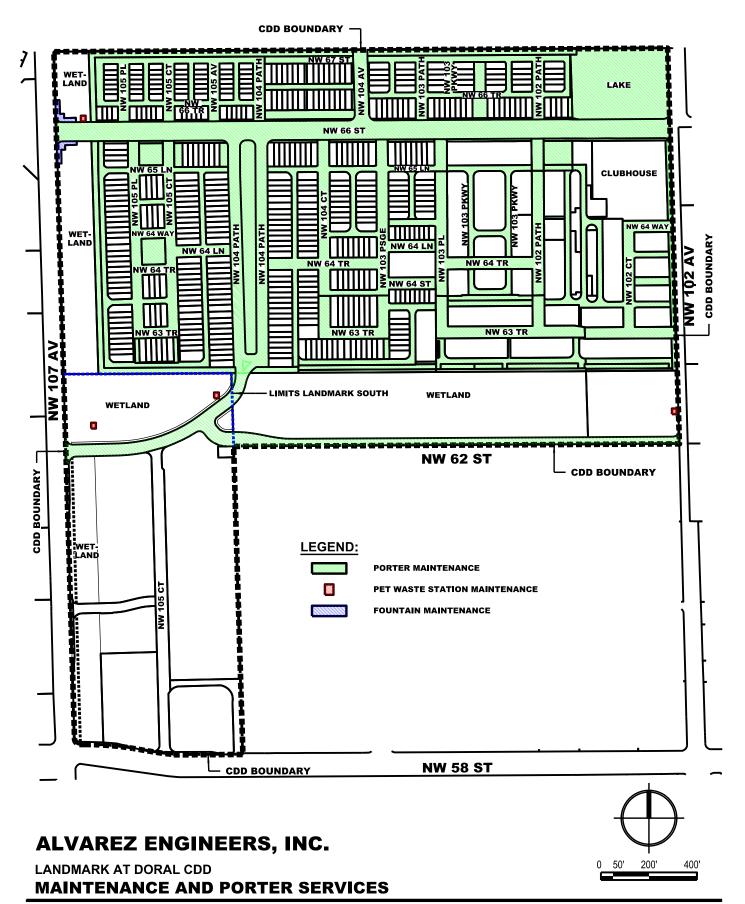


EXHIBIT "B"

Description of Maintenance and Porter Services

Routine, regular, and necessary maintenance and repair of the entryway fountain, including but not limited to cleaning the fountain structure and water features to remove debris, dirt, and algae; testing and maintaining water quality, including balancing pH levels and applying algaecides or water treatments to prevent algae growth and scaling; and inspecting and maintaining pumps, filters, and nozzles to ensure proper functionality, including the replacement of damaged parts as needed. Maintenance services also include regular inspection and upkeep of underwater lighting and electrical components, such as replacing bulbs and addressing wiring issues; monitoring the fountain structure for cracks, leaks, or other damage, and performing necessary repairs to preserve integrity and prevent water loss.

Routine maintenance and servicing of pet waste stations, including but not limited to regular emptying and disposal of waste bags, refilling waste bag dispensers, cleaning and sanitizing waste station surfaces to maintain hygiene, inspecting the stations for any damage or wear, and performing necessary repairs or replacements, such as fixing dispensers or replacing signage. Maintenance services also include routine checks to ensure stations are easily accessible, and surrounding areas remain clean and free from litter or waste accumulation.

Routine, regular, and necessary porter services, including but not limited to maintaining the cleanliness and appearance of mailbox trash receptacles through regular emptying, sanitizing, and addressing any overflow or debris to ensure proper functionality and hygiene. Services also include cleaning and maintaining the linear park, ensuring pathways are free of litter, debris, and hazards; emptying trash receptacles; and addressing minor maintenance issues. Additionally, green spaces owned by the District are to be kept clean and well-maintained, including regular trash and debris removal, and reporting any larger maintenance needs to the appropriate parties. These porter services are performed on a consistent schedule to uphold the community's aesthetic standards and ensure a clean, welcoming environment for residents and visitors.

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

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Sent: Friday, January 17, 2025 2:15 PM

Cc: Kristen Thomas <thomask@whhassociates.com>; Victor Castro <manager@unusmgmt.com>;

Angel Camacho < Angel. Camacho @ Alvarez Eng. com >

Subject: Traffic Logix - Landmark at Doral CDD- Doral, Florida

Good afternoon Supervisors,

The board requested that I investigate radar signs for the CDD private roads. Traffic Logix evaluated the CDD property and roadways and recommended the EV12FM model based on the development's size. This is the only viable option due to the road layout and proximity of homes. (We previously discussed that speed humps are not feasible, and rumble strips could be a noise nuisance given the proximity of the streets.)

Cost Breakdown:

- 1. Engineering design for Miami-Dade County and Doral is required to incorporate the signs.
- 2. Additional fees may apply for this county, which can vary. An engineer can provide more details.
- 3. The cost for the EV12FM product is \$3,149, with an additional \$130 for freight.
- 4. This includes software to capture cloud data for one year. After that, the software costs \$500 annually.
- 5. While there are smaller, cheaper options, they are not suitable for this property setup. This sign is MUTCD compliant based on the scope.
- 6. Miami-Dade requires certain companies to install these signs. Although they do not have a specific list, the Department of Transportation or an engineer would. Installation typically costs about 50% of the equipment cost.

Finally, Traffic Logix emphasized the importance of collaborating with the City Manager and the Department of Transportation to get approval before ordering. Although the product meets requirements and recommendations, the CDD is also engaged in a traffic calming project. Partnering with the county or city could be beneficial for ongoing traffic calming efforts in the neighborhood. They may also have relevant traffic data to share with the engineer.

Thank you,

Kristen Thomas
District Manager
Wrathell, Hunt and Associates, LLC

Phone: 561.571.0010 Toll Free: 877.276.0889

Fax: 561.571.0013 Cell: 561.517.5111

E-Mail: thomask@whhassociates.com

Mailing Address (for all payments sent via US Mail):

P.O. Box 810036 Boca Raton, FL 33481

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

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

www.whhassociates.com

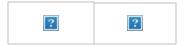
Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this office. Instead, contact this office by phone or in writing.

Hi Kristen,

For radar signs & to be MUTCD compliant, we'd recommend a 12" digit display sign at the minimum. The EV12FM is also equipped with a full matrix option allowing the sign to display custom messaging like too fast, Slow down, Thank you and much more. I have attached the spec sheet above for you to share if need be.

Nino Martinez-Caucci

Director of Sales TL US/Mexico



Tel|+1-866-915-6449 x 215

Fax|+1-866-405-6449 Cell +1 514-754-7685

Email: Nmartinez@trafficlogix.com

Order status - customerservice@trafficlogix.com

Radar Sign Support:1-866-915 6449 x 804 support@trafficlogix.com Camera Support :1-866-915-6449 x 824 camerasupport@logixits.com

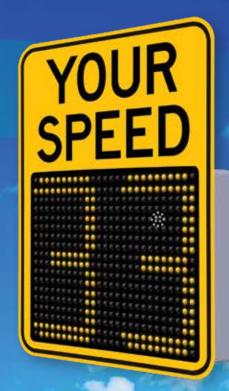
6B



SafePace® Evolution 12FM

The SafePace Evolution 12FM variable message sign is a compact, portable solution offering adjustable driver-responsive messages.

The compact yet robust Traffic Logix SafePace Evolution 12FM offers the flexible, customizable messaging options you'd expect from a larger sign. The sign includes a full matrix for text, graphics, or 12" speed display, including speed activated digit color changes and choice of messaging color. The Evolution 12FM sign is the sign with a small footprint yet wide range of messaging options.









EV 12FM Specifications

·	Million of the
Digit Size	12"
Height	29"
Weight	20 lbs
24/7, 365 Scheduling	✓
Data Collection	✓
Solar Compatibility	✓
Battery Operated	✓
Universal Mounting	✓
Cloud Compatibility	✓
Trailer Compatibility	✓
Dolly Compatibility	✓
Hitch Compatibility	√
Warranty	2 Years

Features

Compact design offers all the features and visibility you'd expect from a full size variable message sign.

Allows for **animated text or graphics** such as moving arrows or a scrolling message.

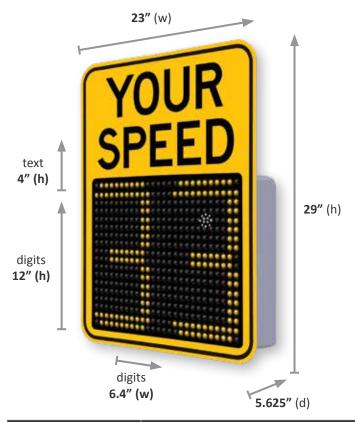
Universal Mounting: Optional mounting brackets let you use one sign at multiple locations with the turn of a key.

Dual-Color Display: Display color can be programmed to change based on driver speed.

Ultra-low power consumption including the most power-efficient radar technology available and optional solar power.

Includes **integrated flashing speed violator strobe** to alert speeding drivers.

Stealth Mode allows the sign to collect baseline traffic data while speed display appears blank to motorists.



Feature	Specifications
	Dimensions
Digits	12"(h) x 6.4"(w), 936 LEDs
Variable Message Matrix mode	13"(h) x 18.25"(w), 936 LEDs
Unit with "YOUR SPEED" sign mounted	Full size sign: 29.0"(h) x 23.0"(w) x 5.625"(d)
Sign Weight (include	es "YOUR SPEED" sign (2 lbs) mounted)
AC Powered	20 lbs
Battery Powered Model	20 lbs (not including batteries)
Solar powered model	20 lbs (does not include batteries, solar panel or bracket)
G	eneral Specifications
Operating Temperatures F (C):	-40° (-40°) to 185° (85°)
3-Digit Speed Display	Miles Per Hour (mph): 3-99 mph Kilometers Per Hour (km/h): 5-160 km/h
Faceplate	High-Intensity prismatic reflective sheeting on "YOUR SPEED" signs with black colored text. MUTCD approved colors and format
Communications	Bluetooth, GSM/GPRS
Programming	SafePace® Pro management software SafePace® Cloud remote management 24/7 365 day unlimited programming and scheduling
Power Opti	ions (Electrical Specifications)
AC power input	100~240 V AC

Feature	Specifications
DC power input	12 V DC
Solar panel options	50W or 90W solar panel
	Radar
Internal Radar:	Doppler (FCC approved)
Model	DF 600
Radar RF out	5 mW maximum
Radar f-center	24.125 GHz or 24.200 GHz
Pickup distance	Up to 400 feet
Beam angle	24° (vertical) x 12° (horizontal)
Beam polarization	Linear
CE Mark (Radar)	Yes
	Display
LEDs	948
Digits	468 LEDs: Color: Yellow (590 nm) Viewing angle at 50% IV: 30° Partial Flux (Brightness): 9000 – 22400 Ev,[lux]/LED 468 LEDs: Color: Red (633 nm) Viewing angle at 50% IV: 30° Partial Flux (Brightness): 7100 – 18000 Ev,[lux]/LED
Speed Violator Strobe	12 LEDs: Color: White (2700 K – 6500 K) Viewing angle at 50% IV: 150° Luminous Flux: typically 33lm @ 4000 K Luminous Efficacy: typically 176 lm/W @4000 K
Ambient light sensor	1 sensor and automatic brightness adjustment
Characters	Max Lines of text = 2 Max height of text = 5" Max characters/line= 4
	Enclosure
Construction	Vandal resistant, lightweight polymer. Matte black front for reduced glare and maximum contrast. Light gray body to minimize heat absorption
Weatherproof Rating	Weatherproof, NEMA 4X-12, IP65 level compliant. Non-sealed and ventilated
	Warranty
Sign	2 years
Batteries	1 year

RESOLUTION 2025-05

A RESOLUTION OF THE LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING MICHAEL J. PAWELCZYK AS THE DISTRICT'S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A. AS THE REGISTERED OFFICE

WHEREAS, Section 189.014, Florida Statutes requires that the Landmark at Doral Community Development District (the "District") designate a registered office and a registered agent, and further authorizes the District to change its registered office and registered agent, at the discretion of the District Board of Supervisors (the "Board"); and

WHEREAS, the designation of both a registered office and a registered agent is for the purpose of accepting service of process, notice, or demand that is required or permitted by law to be served upon the District; and

WHEREAS, the Board has been informed by the office of District Counsel that there is a need to designate a new registered agent for the District; and

WHEREAS, the Board seeks designate Michael J. Pawelczyk as the registered agent for the District, and update the business address of the registered office of the District, as necessary.

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

- **Section 1.** The foregoing recitals are hereby incorporated as findings of fact of the Board.
- <u>Section 2</u>. Michael J. Pawelczyk is hereby designated as the registered agent for the District, thereby replacing any previously designated registered agent.
- <u>Section 3</u>. The registered office of the District is hereby designated as the office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301. The registered office is identical to the business address of the registered agent designated in Section 2 of this Resolution.
- <u>Section 4.</u> Pursuant to the requirements of Section 189.014(2), Florida Statutes, the District's Secretary shall transmit copies of this Resolution to the local governing authority or authorities and to the Florida Department of Economic Opportunity.
- <u>Section 5</u>. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

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

Section 7. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 19TH DAY OF FEBRUARY, 2025.

ATTEST:	LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT
Delat a care a	
Print name:	Print name:
Secretary/Assistant Secretary	Chair/Vice-Chair Board of Supervisors

CONSENT AGENDA

UNAUDITED FINANCIAL STATEMENTS

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS UNAUDITED DECEMBER 31, 2024

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

	Major Funds									
				Debt		Debt		Capital	_	Total
				Service		Service		rojects	Go	vernmental
100570		General	Se	ries 2016	Se	ries 2019	Ser	ries 2016		Funds
ASSETS Cash - SunTrust	\$	916,878	\$		\$		\$		\$	916,878
Revenue	φ	910,070	φ	900,582	φ	- 571,387	φ	_	φ	1,471,969
Reserve		-		99,638		57 1,567		_		99,638
Sinking A2		-		99,030		- 70		-		99,038 70
Reserve - senior		-		-		366,800		-		366,800
Reserve - subordinate		-		-		161,500		-		161,500
Principal		-		-		180		-		180
Construction		-		-		100		13,290		13,290
Due from Merged		5,375		-		37,069		13,290		42,444
•		5,375		20.004				-		
Due from General fund	Φ.	922,253	ф 1	38,981	Φ.	6,576 1,143,582	Φ.	13,290	Φ.	45,557
Total assets	Φ	922,253	ψı	,039,201	\$	1,143,362	\$	13,290	\$	3,118,326
LIABILITIES										
Liabilities										
Due to other funds										
Debt service 2016	\$	38,981	\$	_	\$	_	\$	_	\$	38,981
Debt service 2019	Ψ	6,576	Ψ	_	Ψ		Ψ	_	Ψ	6,576
Taxes payable		153		_				_		153
Total liabilities		45,710								45,710
Total habilities		40,710								40,710
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		_	1	,039,201		1,106,513		_		2,145,714
Capital projects		_		-		-		13,290		13,290
Assigned								10,200		10,200
3 months working capital		224,945		_		_		_		224,945
Doral Cay stormwater		34,067		_		_		_		34,067
Unassigned		612,156		_		_		_		612,156
Total fund balances		871,168		,039,201		1,106,513		13,290	-	3,030,172
Total falla palatiood		07 1,100		,500,201		.,100,010		10,200	-	3,000,172
Total liabilities, deferred inflows of resources										
and fund balances	\$	922,253	\$ 1	,039,201	\$	1,143,582	\$	13,290	\$	3,118,326

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

		Current Month	Year to Date	Budget	% of Budget
REVENUES					
Assessment levy: on-roll	\$	331,704	\$ 431,505	\$ 512,115	84%
Interest & miscellaneous	•	12	23	· ,	N/A
Total revenues		331,716	431,528	512,115	84%
EXPENDITURES					
Professional & administrative					
Supervisors			1,076	4,304	25%
Management/accounting/recording		3,543	1,676	42,520	25%
Legal - general counsel		3,343	10,030	42,320	25/0
Billing, Cochran, Lyles, Mauro & Ramsey		2,498	9,023	18,000	50%
Engineering		4,965	7,725	25,000	31%
Audit		4,500	7,720	8,900	0%
Accounting services - debt service		442	1,326	5,305	25%
Assessment roll preparation		950	2,849	11,395	25%
Arbitrage rebate calculation		750	750	1,500	50%
Dissemination agent		292	875	3,500	25%
Trustee		4,246	4,246	5,500	77%
Postage & reproduction		-	, -	500	0%
Printing & binding		42	125	500	25%
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		73	209	1,000	21%
Total professional & administrative		17,801	47,163	140,392	34%

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

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Field Operations Management	3,200	9,600	38,400	25%
Monitoring reports	-	-	3,600	0%
Wetlands planting and earthwork	_	_	6,000	0%
Wetland vegetation trimming	_	_	22,000	0%
Area management services	570	1,140	6,628	17%
Lake Bank Beautification	-	5,764	-	N/A
Landscape Maintenance & Irrigation	27,077	76,498	294,654	26%
Landscape irrigation repairs		-	15,000	0%
Fountain - O&M	_	_	13,000	0%
Fence repair	-	-	7,500	0%
Sidewalk repairs	21,725	21,725	32,000	68%
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	47,877	160,000	30%
Installation of Street lights	-	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	3,246	3,512	9,000	39%
Total field operations	55,933	200,970	730,419	28%
Other fees and charges				
Property appraiser & tax collector	3,317	4,315	5,334	81%
Total other fees and charges	3,317	4,315	5,334	81%
Total expenditures	77,051	252,448	876,145	29%
Excess/(deficiency) of revenues				
over/(under) expenditures	254,665	179,080	(364,030)	
Fund balance - beginning	616,503	692,088	623,051	
Fund balance - ending (projected) Assigned	871,168	871,168	259,021	
3 months working capital	224,945	224,945	224,945	
Doral Cay stormwater	34,067	34,067	34,067	
Unassigned	612,156	612,156	9	
Fund balance - ending	\$ 871,168	\$ 871,168	\$ 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 DECEMBER 31, 2024

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll	\$ 698,936	\$ 909,228	\$ 182,046	499%
Interest	526	2,037	-	N/A
Total revenues	699,462	911,265	182,046	501%
EXPENDITURES				
Principal	-	-	63,000	0%
Interest	-	58,861	117,723	50%
Total expenditures		58,861	180,723	33%
Other fees and charges				
Property appraiser & tax collector	6,989	9,092	1,896	480%
Total other fees and charges	6,989	9,092	1,896	480%
Total expenditures	6,989	67,953	182,619	37%
Excess/(deficiency) of revenues				
over/(under) expenditures	692,473	843,312	(573)	
Fund balance - beginning	346,728	195,889	188,959	
Fund balance - ending	\$1,039,201	\$ 1,039,201	\$ 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 DECEMBER 31, 2024

	Current Month		Year to Date		Budget	% of Budget
REVENUES						
Special assessments - on roll	\$	117,914	\$	153,391	\$ 1,079,080	14%
Interest		3,375		12,118		N/A
Total revenues		121,289		165,509	1,079,080	15%
EXPENDITURES						
Principal		-		_	685,000	0%
Interest		-		190,722	381,444	50%
Total expenditures		-		190,722	1,066,444	18%
Other fees and charges						
Property appraiser & tax collector		1,179		1,534	11,240	14%
Total other fees and charges		1,179		1,534	11,240	14%
Total expenditures		1,179		192,256	1,077,684	18%
Excess/(deficiency) of revenues						
over/(under) expenditures		120,110		(26,747)	1,396	
Fund balance - beginning		986,403		1,133,260	1,091,660	
Fund balance - ending	\$	1,106,513	\$	1,106,513	\$ 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 DECEMBER 31, 2024

	Current Month		Year to Date		
REVENUES Interest & miscellaneous Total revenues	\$	47 47	\$	148 148	
EXPENDITURES Total expenditures					
Excess/(deficiency) of revenues over/(under) expenditures		47		148	
Fund balance - beginning Fund balance - ending	\$	13,243 13,290	\$	13,142 13,290	

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT SERIES 2016 AMORTIZATION SCHEDULE

				Bond
	Principal	Interest	Debt Service	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	Debt Service	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

					Bond
	Principal	Coupon	Interest	Debt Service	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

					Bond
-	Principal	Coupon	Interest	Debt Service	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	

MINUTES

DRAFT

1 2 3		LANDM	ES OF MEETING MARK AT DORAL DEVELOPMENT DISTRICT
4 5	The Board of Su	inervisors of the Land	lmark at Doral Community Development District held
			, · · ·
6	a Regular Meeting on J	anuary 15, 2025 at 4:	00 p.m., at the Landmark Clubhouse, 10220 NW 66 th
7	Street, Doral, Florida 3.	3178.	
8	Present were:		
9	Odal Tarras		Chair
10	Odel Torres Sui Flan Jim		Chair
11 12		Magua	Vice Chair
	Juan Javier De N	viaqua	Assistant Secretary
13 14	Jorge Finol		Assistant Secretary
15	Also present:		
16			
17	Kristen Thomas	1	District Manager
18	Gregory George		District Counsel
19	Angelo Camach	0	District Engineer
20	Victor Castro		Field Operations Manager
21 22	FIRST ORDER OF BUSIN	NECC	Call to Order/Roll Call
22 23	FIRST ORDER OF BUSII	VESS	Can to Order/Ron Can
24	Ms. Thomas cal	led the meeting to or	der at 4:09 p.m. Supervisors Finol, Torres, De Maqua
25	and Jim were present.	Supervisor Tellez was	s not present.
26			
27 28	SECOND ORDER OF BU	JSINESS	Public Comments
29	No members of	f the public spoke.	
30			
31	THIRD ORDER OF BUSI	NESS	Consideration of Rust Control Proposals
32 33	Mr. Castro state	ed that the rust inhib	itor systems and service is a shared cost, split 60% to
34	the HOA and 40% to th	e CDD and the expen	se is ultimately 100% homeowner-funded. A decision
35	must be made today at	oout this, due to it bei	ng part of the Landscaping Agreement. He presented
36	the following and comp	pared the project sco	pe and costs with the former vendor Rust Tech:
37	A. L.A. Rust, Inc.		
38	B. ASAP Rust, LLC		
39	C. Silva'S Landsca	ping and Irrigation Se	ervices
40	D. Rust Tech		

LANDMARK AT DORAL CDD

DRAFT

January 15, 2025

Discussion ensued regarding the ASAP Rust, LLC proposal not breaking down the CDD/HOA shared costs and a suggestion to defer this item until the Board decides whether to terminate BrightView's contract because the new vendor might provide this service and, if so, making sure there is no mark up. Mr. Castro reminded the Board that, the longer the CDD goes without the service, the more likely that there will be yellowing.

This item was tabled while Staff verifies the spending threshold amount that would require the CDD to advertise a Request for Proposals (RFP) for landscape and irrigation services and if the aesthetics worsen.

FOURTH ORDER OF BUSINESS

Discussion: FPL Upgrade 102nd to 104th Ave Upgrades (Right of Way)

Ms. Thomas stated that Mr. Ed Garcia, of Florida Power & Light (FPL), contacted her about its upcoming work on the transmission lines and in the CDD right-of-way (ROW), which will occur overnight and will be limited to minimal downtime for residents.

Ms. Thomas stated that she forwarded the scope of work that FPL can divulge, due to homeland security constraints, to the District Engineer. Mr. Castro and Mr. Torres were the designated points of contact for the CDD and the HOA, respectively. FPL is preparing letters to send to every resident. Although this is a fairly large project that will span 12 to 14 months, the CDD's scope of work is the smallest part of the project.

Discussion ensued regarding FPL using its own contractors and agreement to inspect the inferior work on 107th Avenue, which third-party contractors completed. Photos will be taken prior to the project's start date and CDD key parties will attend the pre-construction meeting.

FIFTH ORDER OF BUSINESS

CDD Updates

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

- BrightView obtained a 30-day extension from the City for compliance on the pavers. Once Code Officer Gillmore does his final inspection this Friday, the Board will be notified of whether the pavers can stay or will need to be removed. BrightView was notified that it will have to incur costs outside of the original scope; specifically, if the pavers must be removed.
- The fountain renovation project is completed and everything "looks great". There was a pipe leak that was repaired today.

74 Mr. Castro distributed and presented three proposals and one verbal proposal to replace 75 the irrigation pump near the lake, which is overheating and causing the breaker to trip.

Discussion ensued regarding budget, Staff confirming if a permit is necessary and emailing the fourth proposal to the Board.

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On MOTION by Mr. Torres and seconded by Mr. Finol, with all in favor, repairing and replacing the 10-horsepower lake irrigation pump, subject to Staff ensuring the fourth proposal meets all the criteria, as discussed, and to complete project, in a not-to-exceed amount of \$4,500, was approved.

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This item will be presented for ratification at the next meeting.

- 86 The HOA installed the animal waste stations.
- 38 anti-graffiti signs to replace the graffitied ones in the wetlands, plus 2 extras, were ordered; costs fell within the \$2,000 amount that was approved at the last meeting
- The City is reviewing the maintenance of traffic (MOT) plans for the Landscape Lighting

 Project on NW 66th Street.
- PREgarding the French drain permit, Staff is preparing a letter to the Department of Environmental Resource Management (DERM) stating that the CDD is just expanding on an existing drainage system, which the reviewer agreed to accept in lieu of its original request that the CDD obtain a new survey of the area.
 - The City is removing the crosswalks on 66th Street and 62nd Street and installing signs directing bicyclists and pedestrians to use the intersection crosswalk.
 - The soccer field and the mailbox are the only two spaces where playground equipment can be installed within the greenspace. Permits, equipment and installation is expected to cost about \$25,000 to \$30,000 each, depending on the base material selected; it excludes ancillary costs for playground mulch, sod or artificial grass.

Discussion ensued regarding Staff obtaining multiple proposals for the playground equipment and curbs, adding projects as new budget items in the proposed Fiscal Year 2026 budget and possibly assessing homeowners.

Board Members were asked to email their comments to Ms. Thomas to ensure that any outstanding items are addressed prior to presenting the proposed Fiscal Year 2026 budget.

This item was tabled.

107 The 80-page email on speed bump designs was sent to the Board, on Mr. Torres' behalf.

District Engineer: Alvarez Engineers, Inc.

made once Staff confirms the permit is closed.

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В.

	LAND	MARK AT DORAL CDD	DRAFT	January 15, 2025
144		Mr. Camacho stated	that the competitive bid threshol	d for Professional Services is
145	\$195,0	000 and \$325,000 for c	onstruction projects; beyond that, th	ne CDD will have to go through
146	the RF	P process. Ms. Thomas	reminded the Board that the thresh	nold for the RFP for Landscape
147	and Ir	rigation, is \$195,000 or	higher. Mr. Torres stated that the	HOA would possibly take back
148	the la	ndscaping if it is easier.		
149	C.	Field Operations Man	ager: UNUS Property Management,	LLC
150		There was nothing to	report.	
151		In response to resider	nt requests for long term parking sol	utions, Mr. Torres asked if it is
152	possib	le to lease the CDD par	king spaces. Mr. George replied affi	rmatively; it would require the
153	CDD ir	nplementing a rule and	a user fee. The CDD can only charge	costs to cover maintenance; it
154	canno	t generate revenue.		
155	D.	District Manager: Wr	athell, Hunt and Associates, LLC	
156		NEXT MEETING	G DATE: February 19, 2025 at 4:00 P	.M.
157		o QUORI	JM CHECK	
158		Supervisors Torres, Ji	m and De Maqua confirmed their a	ttendance at the February 19,
159	2025 ı	meeting. Mr. Finol tenta	atively confirmed his attendance.	
160		Ms. Thomas asked for	someone to check on Mr. Tellez and	d see if he wants to remain on
161	the Bo	pard and, if not, she will	send him resignation forms. She wil	l reach out again as well.
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163	EIGHT	H ORDER OF BUSINESS	Public Commo	ents
164 165		No members of the po	ublic spoke.	
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167 168	NINTH	ORDER OF BUSINESS	Supervisors' F	Requests
169		Mr. Torres and Mr. Fir	nol asked to receive the Supervisor co	ompensation stipend via direct
170	depos	it.		
171		Ms. Thomas asked th	e Board Members to regularly check	k their personal email for CDD
172	busine	ess, as the State has not	confirmed their CDD email address	yet.
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174	TENT	ORDER OF BUSINESS	Adjournment	
175 176	ĺ	On MOTION by BA	Tower and coconded by Mr. Firel	with all in favor the
176 177		meeting adjourned at	Torres and seconded by Mr. Finol, : 6:00 p.m.	with an in lavor, the

DRAFT

January 15, 2025

LANDMARK AT DORAL CDD

STAFF REPORTS A



Good news!

We've put together the following approximate quote for your approval and are waiting on stand-by to place it for processing!

PRODUCT: Lien Search **ADDRESS:** (Vacant 35-3017-038-5230) FOLIO/PARCEL: 35-3017-038-5230 OWNER(S): LANDMARK AT DORAL HOMEOWNERS, ASSOCIATION IN MUNICIPALITY: Doral

APPROXIMATE COST PER PARCEL/ORDER:

Standard	\$235 / 10	Business Days
Rush	No Rush Options / XXXX	Business Days

If this deal falls through, ALL municipality fees will be due.

This quote is valid for 30 business days after receipt.

Occasionally, to complete the search, unforeseen additional research is required. You will be notified right away if any additional costs or timing delays are found.





STAFF REPORTS C

From: <u>Victor Castro</u>
To: <u>Kristen Thomas</u>

Subject: January 2025 Monthly Operations Report :: Landmark CDD

Date: Saturday, February 1, 2025 11:10:25 PM

January 2025

CDD Board of Supervisors

Victor Castro, Operations Manager Land Mark CDD

Updates:

- Paver Permit:

According to our vendor, Bright View, the paver permit is currently open and awaiting final inspection. BV Account Representative Shannon has provided us with a confirmation receipt for the permit payment made to the City of Doral.

- Walking Path Signs:

We received the signs this past week, and I personally installed them. We have extra signs available for future needs. I emailed the City of Doral Code officer with images to demonstrate that we have fully complied with the city's request to remedy the graffiti violations on the walking path signs.

- Trees pruned on HOA property:

It was brought to my attention this week that the HOA pruned trees on HOA property, and they performed the work improperly, which will not meet code compliance. I am bringing this to the attention of the CDD supervisors because it could attract the attention of code enforcement during their inspection of our paver project, potentially causing our permit closure to be denied.

- Tree Stump needing to be removed:

The CDD is extremely grateful that the HOA removed a tree that was a danger to the community. However, I want to express my concern that the remaining tree stump poses a tripping hazard. I reached out to the HOA President, Mr. Torres, and he assured me that the stump is on the to-do list and will be removed by the HOA.

- NW 104th Path Lighting:

FPL provided utility easement requirements, which have been forwarded to the district council for preparation

- NW 66th Street median lighting:

Public Works approval has been obtained.

The MOT permit is pending payment, which was submitted this week by accounting.

The sub-electrical permit is under review.

- Alleyway Curbing Near Lake:

The design was revised, and we are currently awaiting vendor proposals.

- Playground for Green Spaces:

Vendor proposals are pending review

I hope everyone is having a strong and positive start to 2025. I look forward to seeing you all at our February meeting.

Please DO NOT reply to all. If you have questions reply to me only.

Regards,

Victor Castro
Operations Manager Landmark CDD

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UNUS PROPERTY MANAGEMENT LLC
Office_ 786-422-1142
Cell_ 786-363-9594
victor@UNUSmgmt.com
www.UNUSmgmt.com

STAFF REPORTS D

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