

**LANDMARK AT
DORAL**

**COMMUNITY DEVELOPMENT
DISTRICT**

September 9, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

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

September 2, 2021

DUE TO COVID-19 RESTRICTIONS BEING IMPLEMENTED AT THE LANDMARK SOUTH, ONLY BOARD MEMBERS/STAFF MAY PARTICIPATE AT THE PHYSICAL LOCATION AND UNVACCINATED ATTENDEES ARE ENCOURAGED TO WEAR MASKS. PUBLIC AND PRESENTERS MAY PARTICIPATE IN THE MEETING BY TELECONFERENCE ONLY, AT 1-888-354-0094, PARTICIPANT CODE: 528 064 2804.

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 September 9, 2021, at 10:00 a.m., at The Landmark South Clubroom, 6055 NW 105th Court, Doral, Florida 33178. Members of the public may participate in this meeting via teleconference at **1-888-354-0094**, Participant Passcode: **528 064 2804**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Update: Status of Continued DERM Monitoring/DERM Response
 - A. Discussion: Miami-Dade County Department of Regulatory and Economic Resources Correspondence Regarding the Site Assessment Report Addendum (SARA) Dated April 19, 2021, Prepared by SCS Engineers
 - B. Discussion: 60-Day Extension Request for SARA Submittal
4. Discussion/Consideration: Estimates for Drum Disposal
 - A. Clark Environmental, Inc., Quote Number 18785
 - B. JAM Environmental & Vacuum Services, LLC. P.O. Number 071221A
5. Discussion/Consideration: SCS Engineers Change Order to Consulting Services Agreement
6. Consideration of Resolution 2021-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date
7. Presentation of Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2020, Prepared by Keefe McCullough

8. Consideration of Resolution 2021-06, Hereby Accepting the Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2020
9. Ratification of Mitigation Maintenance Services Agreement (Allstate Resource Management, Inc.)
10. Consideration of Allstate Resource Management, Inc., Fee Increase
11. Ratification of Indemnification Agreement with EHOFCongress Doral, LLC
12. Ratification of Second Amendment to Maintenance and Parking Enforcement Agreement
13. Consideration of FPL Patrol Road and Bike Path Completion and Conveyance
 - A. Engineer As-Built Certification and Request for Conversion to Operation Phase
 - B. SFWMD Acceptance of Engineer Certification of Construction Completion of FPL Patrol Road and Bike Path, and Application for Transfer to Perpetual Operation Entity
 - C. Draft No Lien Affidavit from Lennar for Conveyance of FPL Patrol Road and Bike Path
 - D. Draft Bill of Sale to Convey FPL Patrol Road and Bike Path from Lennar to the CDD
14. Ratification of Raptor Vac Systems Proposal to Supply and Install Two Storm Sewer Covers
15. Notices of Violations from SFWMD
 - A. SFWMD 11428: Unauthorized Filling of Wetlands and Unauthorized Construction of Entrance Features Within a Conservation Easement
 - I. South Florida Water Management Correspondence Dated July 14, 2021
 - II. Diagrams – 1’ Strip of Land
 - B. SFWMD 11429: Failing to Achieve 80% Cover of Native Vegetation in the Transitional Upland Buffer
 - I. Dixie Landscape, LLC Invoice: 261696
 - II. South Florida Water Management Correspondence Dated July 14, 2021
16. Acceptance of Unaudited Financial Statements as of July 31, 2021

17. Approval of Minutes

- A. March 11, 2021 Regular Meeting
- B. May 13, 2021 Regular Meeting

18. Staff Reports

- A. District Counsel
- B. District Engineer
 - I. Presentation of RS Environmental Consulting, Inc. Fourth Annual Monitoring Report
 - II. Allstate Resource Management, Inc., Mitigation Area Management Report
 - III. Update: Crosswalk Signage
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. 869 Registered Voters in District as of April 15, 2021
 - II. NEXT MEETING DATE: September 15, 2021 at 10:00 A.M. {Adoption of Fiscal Year 2022 Budget}

• QUORUM CHECK

Michelle Garcia	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Carmen Orozco	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Teresa Baluja	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Su Wun Bosco Leu	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Todd Patterson	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

19. Public Comments

20. Supervisors' Requests

21. Adjournment

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

Sincerely,



Daniel Rom
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 528 064 2804

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

3A



May 25, 2021

VIA ELECTRONIC MAIL: cerbonec@whhassociates.com

PLEASE NOTE A PAPER COPY WILL NOT FOLLOW BY REGULAR MAIL

Cindy Cerbone, District Manager
Landmark at Doral Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Re: Site Assessment Report Addendum (SARA) dated April 19, 2021 and prepared by SCS Engineers (SCS) for the Landmark at Doral Community facility (SW-1656/File-24963) located at, near, or in the vicinity of Northwest 102nd Avenue and Northwest 66th Street (folio no. 35-3017-040-3050), Miami, Miami-Dade County, Florida.

Dear Ms. Cerbone:

The Department of Regulatory and Economic Resources-Division of Environmental Resources Management (DERM) has reviewed the above-referenced document received April 19, 2021 and hereby offers the following comments:

1. The iron analytical results from the February 4 and 5, 2021 sampling event for shallow monitoring well MW-1 (2040 µg/L) exceeded the applicable groundwater cleanup target level (GCTL) and the Miami-Dade County background concentration. However, DERM does not object to SCS's proposal to resample MW-1 for iron to confirm the result and to install a shallow well to the north of MW-1 if the result exceeds the iron GCTL and/or background concentration. Please be advised that as previously stated in DERM's letter dated May 11, 2020, while the cluster monitoring wells RR-16 (shallow, intermediate and deep) from the eastern adjacent property are being used as a temporary point of compliance (TPOC) for the eastern boundary, property boundary wells shall meet the applicable CTLs or background concentrations for closure.
2. Iron groundwater concentrations from the intermediate monitoring wells DMW-5R (45,000 µg/L), DMW-6 (54,400 µg/L), and DMW-7 (35,700 µg/L) exceeded the applicable GCTL and Miami-Dade County background concentration. DERM does not object to SCS's recommendation to install one intermediate well to the north of DMW-6, an intermediate well adjacent to MW-8 and to install a deep well adjacent to DMW-6 to further delineate the site for iron exceedances. Be advised additional assessment may be required.
3. DERM acknowledges that the owner elected not to pursue the double-ring infiltrometer test and that it is SCS' opinion that "remediation of the unsaturated soils surrounding the lake would not materially improve groundwater quality" based on the total iron concentrations in soil, poor correlation between total and SPLP iron, and higher groundwater results in the intermediate wells. Be advised that the statistical and graphical analysis comparing the onsite total iron concentrations in the 0-2' interval to the Miami-Dade County Anthropogenic background weighted average 0-2' concentrations did not include select concentrations from the onsite dataset for the 0-2' or the 2-4' intervals (i.e., VB-12(0-2), SB-5(2-4), VB-16(2-4), and VB-20(2-4)). When these values are included in the dataset, the onsite total iron concentrations in the 0-2' interval do not appear to be consistent with Miami-Dade County Anthropogenic background concentrations. While DERM acknowledges the concentrations that were removed may be outliers, a discussion on why these values were removed from the dataset and if it was appropriate for the evaluation was not provided. Furthermore, VB-16(2-4) with the highest total iron concentration onsite (13,300 mg/kg), is located in the same area as MW-1, the only shallow boundary well that has iron concentrations above background, and DMW-6, the intermediate well with the highest onsite iron concentrations. While DERM acknowledges the intermediate wells appear to have higher concentrations

than the shallow wells, a proposal for an alternative source of the iron in the groundwater, if not from the soil, was not provided in the submittal. Furthermore, although the total and SPLP iron concentrations do not appear to be well correlated, iron concentrations have been documented in groundwater onsite and in the shallow interval have been partially delineated around the lake, indicating the source of the iron appears to be from onsite. Based on the results of the proposed groundwater delineation in Comments 1 and 2, above, a plan to address the documented iron leachability exceedances in soil may be required.

Based on the above, and pursuant to the Code, within sixty (60) days of receipt of this letter, you are hereby required to submit to DERM an addendum to the Site Assessment Report, which shall address the above comments. Technical Reports (assessment, remediation, etc.) should be submitted via email to DERMPCD@miamidade.gov and/or Sandra.Rezola@miamidade.gov. For files too large for electronic transmittal, please utilize a Drop-Box or other equivalent FTP link. A review fee of \$725.63 (\$675 review fee and \$50.63 RER surcharge) plus a past due of \$2176.88 (\$2025 review fee plus \$151.88 for the 7.5% RER surcharge) for the 3 previous SARAs, \$430 (\$400 review fee plus \$30 for the 7.5% RER surcharge) for the GWMR for a total of \$3332.50 shall be included with the submittal.

Any portion of the site to be sold, transferred or dedicated (including for public right-of-way) shall be identified, and the receiving entity must be made aware of the contamination and accept any conveyance. If soil contamination, groundwater contamination, solid waste and/or methane will be addressed via a No Further Action with Conditions, each individual property owner will have to execute a restrictive covenant and each receiving entity must accept all applicable restrictions and responsibilities that are required following transfer of ownership. Please note that nothing stated herein may be interpreted to limit or restrict an engineer's or other professional's responsibility to prepare plans accurately and completely for proposed rights-of-way as well as any other projects or plans. For proposed dedications, any soil, groundwater or surface water contaminants or solid waste and/or methane must be disclosed to the receiving County or Municipality applicable department at the earliest stage possible; the presence of any such contamination and/or solid waste and/or methane impacts or a delay in disclosure of such contamination or impacts could result in the County declining to accept the proposed dedication, the need for the developer to reconfigure or change previously approved site plans, or other changes to the proposed development.

Please be advised that electronically submitted reports that require a Professional Engineer's (P.E.) or Professional Geologist's (P.G.) sign and seal shall be signed and sealed in accordance with the applicable portions of Chapter 471, Florida Statue (F.S.) and Rule 61G15, Florida Administrative Code (FAC) for P.E.s and in accordance with Chapter 492, F.S. and Rule 61G16, FAC, for P.G.s. If a report is electronically signed and sealed, then the corresponding "signature report", which contains a brief description of the documents being electronically signed and sealed along with the SHA-1 authentication code, shall be submitted. A scanned copy of the "signature report" may be submitted provided the licensee maintains a hard copy of the physically signed and sealed "signature report". Any document(s) that do not meet the minimum certification requirements will not be received for review until the document(s) have been properly signed and sealed.

Be advised that the vertical and horizontal extent of the contaminant plume(s) shall be fully delineated. DERM has the option to split any samples deemed necessary with the consultant or laboratory at the subject site. The consultant collecting the samples shall perform field sampling work in accordance with the Standard Operating Procedures provided in Chapter 62-160, Florida Administrative Code (FAC), as amended. The laboratory analyzing the samples shall perform laboratory analyses pursuant to the National Environmental Laboratory Accreditation Program (NELAP) certification requirements. If the data submitted exhibits a substantial variance from DERM split sample analysis, a complete resampling using two independent certified laboratories will be required.

DERM shall be notified in writing a minimum of three (3) working days prior to the implementation of any sampling or field activities. Email notifications shall be directed to DERMPCD@miamidade.gov. Please include the DERM file number on all correspondence.

Failure to adhere to the items and timeframes stipulated above may result in enforcement action for this site.

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

If you have any questions concerning the above, please contact Sara Jenkins (Sara.Jenkins@miamidade.gov) of the Environmental Monitoring and Evaluation Section at (305) 372-6700.

Sincerely,



Wilbur Mayorga, P.E., Chief
Environmental Monitoring & Restoration Division

sj
ec: Dillon Reio, SCS Engineers - DReio@scsengineers.com
Lisa Smith, SCS Engineers - lsmith@scsengineers.com
Marco Hernandez, P.E.,SCS. Engineers – Mhernandez@scsengineers.com
Zachary Griffin, Lennar Southeast Florida Division - Zachary.Griffin@Lennar.com
Juan Santalla, Lennar Southeast Florida Division - Juan.Santalla@Lennar.com

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

3B

From: Jenkins, Sara (RER) <Sara.Jenkins@miamidade.gov>
Sent: Tuesday, July 20, 2021 3:33 PM
To: Reio, Dillon <DReio@scsengineers.com>
Cc: Rezola, Sandra (RER) <Sandra.Rezola@miamidade.gov>; Hernandez, Marco <MHernandez@scsengineers.com>; Daniel Rom <romd@whhassociates.com>; Juan R. Alvarez <Juan.Alvarez@AlvarezEng.com>
Subject: RE: Extension Request for Landmark at Doral (SW-1656/F-24963)

Good Afternoon,

A 60-day extension has been approved. The new date for the SARA submittal will be September 20, 2021.

Let me know if you have any further questions.

Kind Regards,

Sara Jenkins, M.S., Hydrogeologist II
Department of Regulatory and Economic Resources (RER)
Division of Environmental Resources Management (DERM)
Environmental Monitoring & Evaluation Section
701 NW 1 Court, 4th Floor Miami, Florida 33136
Work: 305-372-6700

From: Reio, Dillon <DReio@scsengineers.com>
Sent: Tuesday, July 20, 2021 8:18 AM
To: Jenkins, Sara (RER) <Sara.Jenkins@miamidade.gov>
Cc: Rezola, Sandra (RER) <Sandra.Rezola@miamidade.gov>; Hernandez, Marco <MHernandez@scsengineers.com>; Daniel Rom <romd@whhassociates.com>; Juan R. Alvarez <Juan.Alvarez@AlvarezEng.com>
Subject: Extension Request for Landmark at Doral (SW-1656/F-24963)
Importance: High

EMAIL RECEIVED FROM EXTERNAL SOURCE

Good morning,

SCS would like to respectfully request a 60-day extension to submit the required SARA for the site. The extension is necessary to allow for SCS and the Landmark at Doral CDD to evaluate the most cost-effective method to continue with the assessment at the site. Additionally, SCS and the CDD are taking the initial steps to reach out to the northern adjacent property owner to gauge whether it may be possible to install monitoring wells on their property for delineation purposes.

With respect to your June 14, 2021 email, we have procured several quotes for drum disposal. We anticipate that the drums will be removed within one month.

Please let me know if you have any questions.

Thank you,

Dillon N. Reio, G.I.T.
Senior Project Professional
SCS Engineers
9500 South Dadeland Boulevard
Miami, FL 33156
240-449-7783 (C)
dreio@scsengineers.com

Driven by Client Success
www.scsengineers.com

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

4A

**QUOTE**

QUOTED TO: Dillion Reio

QUOTE DATE: 6/30/2021

COMPANY NAME: SCS Engineers

QUOTED BY: Steve Harris

PHONE NUMBER: 240-449-7783 Ext.

FAX NUMBER:

PROJECT REFERENCE: Transportation and Disposal of 55 gallon drums of Non Haz. Water (100% liquid), Additional support with Bob Cat to Pick up Drums.

CUSTOMER PO:

CONTACT EMAIL:

SITE ADDRESS: Landmark Doral
Miami FL

CLARK ENVIRONMENTAL, INC. IS PLEASED TO PROVIDE THE
FOLLOWING COST ESTIMATE FOR THE SITE/ PROJECT LISTED
ABOVE.

DESCRIPTION	PRICE	QTY.	UNIT	TOTAL
NON HAZ. GROUND WATER- 100 PERCENT LIQUID DRUM DISPOSAL W/CUSTOMER SUPPLIED ACCEPTABLE NON HAZ. ANALYTICAL (SEE NOTE SECTION) AND PROFILE STATING SAME	\$60.00	20	55 GAL	\$1,200.00
DRUM TRANSPORTATION FOR NON HAZ.DOT SHIPPABLE DRUMS LOCATED ON "NON" HARD SURFACE (Bobcat support) EASILY ACCESSABLE W/TRACTOR TRAILER W/LIFT GATE & SOMEONE ON SITE TO SIGN MANIFEST.	\$50.00	20	55 GAL	\$1,000.00
EQUIPMENT OPERATOR with Pickup to Haul Bobcat. Estimated Travel time 5 hrs to site/5 hrs return to Clark,5 hrs on site.	\$110.00	15	HOUR	\$1,650.00
EQUIPMENT Bob Cat / Per day includes Fuel	\$800.00	2	DAY	\$1,600.00
Labor/Travel Time Helper to work with Bobcat. 10 hrs Mob/5 hrs on site.	\$45.00	15	HOUR	\$675.00
Per Diam. 2 men Overnight. \$250.00 per man/per night,one night.	\$500.00	1	FLAT RATE	\$500.00
DEMURRAGE Tractor Trailer on site delay to load . Estimated Delay time.	\$110.00	2	HOUR	\$220.00
PPE Personal Protective Equipment.	\$35.00	3	EACH	\$105.00
			TOTAL REQUIRED ITEMS	\$6,950.00
			TOTAL OPTIONAL ITEMS	\$0.00
			GRAND TOTAL	\$6,950.00

NOTES: Quote based Bobcat and Helper 5 hrs Mob and 3 hrs on site Gathering all Drums first day to location for truck to pick up, stay overnight ,load drums following morning - 2hrs, return to Clark 5hrs ,plus additional support and equipment to pick up Drums. Acceptable customer supplied non haz. required analytical ,we will need TCLP 4 Metals and Volatiles with non haz results and a profile. Clark Environmental, Inc. will also need signed accepted quote with purchase order number. Drums must be dot shippable located on hard (blacktop or concrete) surface, easily accessible with tractor trailer with liftgate, and no

curbs, grass or sand to cross. Someone representing generator must be on site for signing of manifest. Please feel free to call with any questions. Thank you. Steve Harris 863-559-1452.

This quote will remain valid for thirty (30) days from the date listed above and is based on upon payment in net 30 days. Quote based on an accepted and approved profile. Please sign and return to accept this quotation and by signing agree to all terms and conditions.

Name (print)

Title

Signature

Date

CLARK ENVIRONMENTAL, INC. * 755 Prairie Industrial Pkwy. * Mulberry, Florida
33860
Telephone: 863-425-4884 * Fax: 863-425-2854
WWW.ClarkEnvironmental.com

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

4B



A Broward County Certified
CBE Company

JAM Environmental & Vacuum Services LLC

250 SW 21st Terrace
Fort Lauderdale, FL 33312
(954) 625-2310
www.jamenvironmental.com

Proposal

SCS Engineers (Miami)
9500 S. Dadeland Boulevard
Suite #610
Miami, FL 33156

SCS Engineers (Miami)
Landmark @ Doral Condominium
10220 NW 66th Street
Doral, FL 33178
dreio@scsengineers.com
yhuzbun@scsengineers.com

071221A	07/12/2021	
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P.O. NUMBER

Dillon Reid

VENDOR #

0188205

<p>PROVIDE LABOR & EQUIPMENT TO TRANSPORT & DISPOSE OF (20) INDUSTRIAL WATER DRUMS</p> <p>*****</p> <p>Equipment Operator S/T (Estimated 8/Hrs) 8 45.00 360.00</p> <p>Environmental Technician S/T (Estimated 8/Hrs) 8 43.50 348.00</p> <p>Box Truck (Estimated 8/Hrs) 8 32.25 258.00</p> <p>Disposal of Industrial Water Drums (Each) 20 65.00 1,300.00</p> <p>Disposal/Recycling Steel Drum (Each) 20 10.00 200.00</p> <p>Skid Steer Rental (Estimated) 1 1,813.56 1,813.56</p> <p>Skid Steer Rental (Estimated / Cost + 20%) 1 362.72 362.72</p> <p>Fuel Consumption (Estimated Gallons) 25 3.20 80.00</p> <p>Fuel Consumption (Estimated Gallons / Cost Plus 10%) 1 8.00 8.00</p> <p>*****</p> <p>TERMS & CONDITIONS:</p> <p>*****</p> <p>1) Client Responsible for Tow Truck charges should truck get stuck due to congested area / If truck in able to access area to pick up drums, 4/Hr Min will be applicable.</p> <p>2) This is a Proposal Only / Times are Portal to Portal / Only Actuals will be charged (4/Hr - Min)</p> <p>3) Personnel Overtime Rate of 50% additional charge for hours outside of normal work hours (07:00 - 17:00) and/or exceeding 10 Hrs/Day; 40 Hrs/Wk; Saturdays.</p>			
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4) Double Time Rate Sunday and Designated Holidays.			
5) Should Certified Payroll be required, an additional fee of \$100.00 (MIN) will be incurred.			
6) Lien / NTO Fee - \$100 per project (If Required)			
7) Client to provide credit card authorization prior to the start of the project.			
8) Charge of 1-1/2 % per month, 18% per annum will be added monthly to balances unpaid 30 days after date of invoice.			
9) Collection costs and/or reasonable attorney fees will be due in the event any collection process becomes necessary.			

TOTAL

\$4,730.28

Accepted By

Accepted Date

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

5

July 29, 2021
Opportunity No. 090632221

Via email to juan.alvarez@alvarezeng.com

Mr. Juan Alvarez
Landmark at Doral Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

**Subject: Landmark at Doral Community Development District
Additional Environmental Services Related to the Consulting Services Agreement
Between the District and SCS Engineers Dated December 12, 2019**

Dear Mr. Alvarez,

SCS Engineers (SCS) is providing this change order to the subject Consulting Services Agreement to conduct the additional environmental services for the Landmark at Doral Community Development District (Landmark CDD), pursuant to meeting the requirements in DERM's letter dated May 25, 2021. The proposed scope of services, assumptions and limitations, and fees are provided below.

SCOPE OF SERVICES

The following scope of services for the additional environmental services are described below. The scope of services excludes what is not stated herein.

Task 13 – Well Installation

SCS will install four (4) monitoring wells via direct-push to delineate the onsite iron groundwater plume. SCS will obtain the required Miami-Dade County permit for well installation and install one deep (50 feet), two intermediate (30 feet), and one shallow (approximately 15 feet) monitoring wells, in the locations approved by DERM. SCS assumes that Landmark CDD will be responsible for the proper disposal of the 55-gallon drums of groundwater that will be generated from the well installations. The fee associated with this task is **\$9,766**.

Task 14 – Groundwater Sampling

SCS will collect groundwater samples from the four newly installed monitoring wells. Samples will be submitted to Pace Analytical Laboratory (PACE) for analysis of iron via EPA Method 6020. SCS assumes that Landmark CDD will obtain the offsite access from the property owner to the north (Folio# 35-3017-043-0830) for monitoring well installation, sampling and staging of a 55-gallon drum for investigative-derived groundwater. The cost associated with this task is **\$2,780**.

Task 15 – Site Assessment Report Addendum

Upon receipt of groundwater laboratory data, SCS will prepare a Site Assessment Report Addendum (SARA). The SARA will summarize the results of the sampling and provide recommendations to

facilitate site closure. SCS will provide a draft of the report to Landmark CDD for review, prior to submittal to DERM. The fee for this task is **\$8,980**.

Task 16 – Consultation and Discussions

SCS is including the cost for up to four, one-hour meetings to brief the Landmark CDD Board on environmental status. The fee for this task is **\$2,300**.

ASSUMPTIONS AND LIMITATIONS

Additional assumptions and limitations beyond those referenced above, are as follows:

1. Based on the results of this assessment, DERM may require additional assessment, which is not included herein.
2. Drum disposal is not included.
3. Regulatory review fees will be paid directly by Landmark CDD.
4. Laboratory turnaround time is standard 5-10 business days.

FEES AND SCHEDULE

Task	Reimbursable Expenses	Professional Services	Proposed Change Order Budget Increase
Task 13 – Well Installation	\$6,286 ¹	\$3,480	\$9,766
Task 14 – Groundwater Sampling	\$0	\$2,780	\$2,780
Task 15 – Reporting	\$0	\$8,980	\$8,980
Task 16 – Consultation and Discussions	\$0	\$2,300	\$2,300
Total Fee			\$23,826

NOTE:

1. Enviroprobe Service, Inc.

If you find this change order acceptable, please issue an Addendum to the Consulting Services Agreement.

Please contact us at (240) 449-7783 if you have any questions or require any additional information.

Sincerely,



Dillon N. Reio, G.I.T.
Senior Project Professional
SCS Engineers



Marco F. Hernandez, P.E.
Project Director
SCS Engineers

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

6

RESOLUTION 2021-05

A RESOLUTION OF THE LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2021/2022 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2021/2022 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Miami-Dade County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of September, 2021.

Attest:

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION <i>TBD</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2021	Regular Meeting	10:00 AM
November 11, 2021	Regular Meeting	10:00 AM
December 9, 2021	Regular Meeting	10:00 AM
January 13, 2022	Regular Meeting	10:00 AM
February 10, 2022	Regular Meeting	10:00 AM
March 10, 2022	Regular Meeting	10:00 AM
April 14, 2022	Regular Meeting	10:00 AM
May 12, 2022	Regular Meeting	10:00 AM
June 9, 2022	Regular Meeting	10:00 AM
July 14, 2022	Regular Meeting	10:00 AM
August 11, 2022	Regular Meeting	10:00 AM
September 8, 2022	Public Hearing & Regular Meeting	10:00 AM

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

7

Landmark at Doral Community Development District

Basic Financial Statements
For the Year Ended September 30, 2020



Landmark at Doral Community Development District

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INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Landmark at Doral Community Development District (the "District"), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

CPA's + Trusted Advisors

Landmark at Doral Community Development District

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of September 30, 2020, and the respective changes in its financial position and respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 6 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 9, 2021, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



KEEFE McCULLOUGH

Fort Lauderdale, Florida
June 9, 2021

**Landmark at Doral Community Development District
Management's Discussion and Analysis
September 30, 2020**

Our discussion and analysis of Landmark at Doral Community Development District's (the "District") financial performance provides an overview of the District's financial activities for the years ended September 30, 2020 and 2019. Please read it in conjunction with the District's financial statements, which immediately follow this discussion.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2020:

- The District's total assets exceeded its liabilities at September 30, 2020 by \$ 21,164,564 (net position).
- The District's total revenues were \$ 1,571,809 from charges for services, \$ 99,617 for operating grants and contributions and \$ 13,691 from investment and miscellaneous income. The District's expenses for the year were \$ 2,367,860. This resulted in a \$ 682,743 decrease in net position.
- At the close of the current fiscal year, the District's governmental funds reported combined fund balances of \$ 1,388,078, a decrease of \$ 457,650 in comparison with the prior year.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to basic financial statements.

Government-Wide Financial Statements: The government-wide financial statements, which consist of the following two statements, are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private sector business.

The statement of net position presents information on all the District's assets, liabilities, and deferred outflows/inflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the District's net position changed during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements can be found on pages 7 and 8 of this report.

Fund Financial Statements: A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District has only one fund type: governmental funds.

**Landmark at Doral Community Development District
Management's Discussion and Analysis
September 30, 2020**

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the statement of revenues, expenditures and changes in fund balances provide reconciliations to facilitate this comparison between governmental funds and governmental activities.

The governmental fund financial statements can be found on pages 9 through 13 of this report.

Notes to Basic Financial Statements: The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements. The notes to basic financial statements can be found on pages 14 through 23 of this report.

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of financial position. The following table reflects the condensed government-wide statement of net position as of September 30, 2020 and 2019:

Landmark at Doral Community Development District Statements of Net Position		
	2020	2019
Assets:		
Current and other assets	\$ 1,400,710	\$ 1,932,104
Capital assets	37,152,343	37,541,362
Total assets	38,553,053	39,473,466
Liabilities:		
Other liabilities	910,300	968,771
Long-term liabilities	16,478,189	16,657,388
Total liabilities	17,388,489	17,626,159
Net Position:		
Net investment in capital assets	23,954,364	24,913,993
Restricted	293,429	178,110
Unrestricted (deficit)	(3,083,229)	(3,244,796)
Total net position	\$ 21,164,564	\$ 21,847,307

**Landmark at Doral Community Development District
Management's Discussion and Analysis
September 30, 2020**

Governmental Activities: Governmental activities for the year ended September 30, 2020 decreased the District's net position by \$ 682,743, as reflected in the table below:

	2020	2019
Landmark at Doral Community Development District Statements of Activities		
Revenues:		
Program revenue:		
Charges for services	\$ 1,571,809	\$ 1,765,985
Operating grants and contributions	99,617	-
General revenue:		
Miscellaneous income	249	50,758
Investment income	13,442	34,414
Debt cancellation	-	1,755,000
	<u>1,685,117</u>	<u>3,606,157</u>
Total revenues		
Expenses:		
Physical environment	1,093,067	1,009,840
Interest expense	1,132,589	951,238
General government	142,204	155,374
	<u>2,367,860</u>	<u>2,116,452</u>
Total expenses		
Change in net position	(682,743)	1,489,705
Net Position, Beginning of Year	<u>21,847,307</u>	<u>20,357,602</u>
Net Position, End of Year	<u>\$ 21,164,564</u>	<u>\$ 21,847,307</u>

Analysis of the Governmental Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a District's net resources available for spending at the end of the fiscal year. The General, Debt Service and Capital Project Funds comprise the total governmental funds.

As of the end of the most current fiscal year, the District's governmental funds reported combined ending fund balance of approximately \$ 1,388,000, a decrease of approximately \$ 457,700, as compared to the total balance on October 1, 2019.

Capital Assets and Debt Administration

The District's investment in capital assets, less accumulated depreciation, for its governmental activities as of September 30, 2020 amounted to \$ 37,152,343, and consists of land and improvements, construction in progress, intangibles, and infrastructure.

**Landmark at Doral Community Development District
Management's Discussion and Analysis
September 30, 2020**

At the end of the year, the District had total bonded debt outstanding of \$ 17,132,189. The District's debt represents bonds secured solely by a specified revenue source (i.e., revenue bonds).

Additional information on the District's long-term debt can be found in Note 6 on pages 20 through 22 of this report.

General Fund Budgetary Highlights

There were no changes to the September 30, 2020 budget. Actual revenues were over the budget, while expenditures were under budget resulting in a favorable \$ 62,522 actual to final budget variance.

Economic Factors and Next Year's Budget

Both revenues and expenditures for the fiscal year 2021 adopted budget for the General Fund of the District totals \$ 182,735.

Requests for Information

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

BASIC FINANCIAL STATEMENTS

Landmark at Doral Community Development District
Statement of Net Position
September 30, 2020

	Governmental Activities
Assets:	
Cash and cash equivalents	\$ 1,264,874
Assessments receivable	128,943
Prepays	6,893
Capital assets:	
Non-depreciable	18,112,107
Depreciable, net	<u>19,040,236</u>
Total assets	<u>38,553,053</u>
Liabilities:	
Accounts payable	9,632
Due to developer	3,000
Accrued interest payable	243,668
Bonds payable, due within one year	654,000
Bonds payable, due within more than one year	<u>16,478,189</u>
Total liabilities	<u>17,388,489</u>
Net Position:	
Net investment in capital assets	23,954,364
Restricted for debt service	293,429
Unrestricted (deficit)	<u>(3,083,229)</u>
Total net position	\$ <u><u>21,164,564</u></u>

The accompanying notes to basic financial statements are an integral part of these statements.

Landmark at Doral Community Development District
Statement of Activities
For the Year Ended September 30, 2020

	<u>Expenses</u>	<u>Program Revenues</u>			<u>Governmental</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Activities Net Revenues (Expenses) and Change in Net Position</u>
Functions/Programs:					
Governmental activities:					
Physical environment	\$ 1,093,067	\$ 68,315	\$ 99,617	\$ -	\$ (925,135)
Interest expense and other fiscal charges	1,132,589	1,387,430	-	-	254,841
General government	<u>142,204</u>	<u>116,064</u>	<u>-</u>	<u>-</u>	<u>(26,140)</u>
Total governmental activities	<u>\$ 2,367,860</u>	<u>\$ 1,571,809</u>	<u>\$ 99,617</u>	<u>\$ -</u>	<u>(696,434)</u>
General revenues:					
Miscellaneous income					249
Investment income					<u>13,442</u>
Total general revenue					<u>13,691</u>
Change in net position					(682,743)
Net position, October 1, 2019					<u>21,847,307</u>
Net position, September 30, 2020					<u>\$ 21,164,564</u>

The accompanying notes to basic financial statements are an integral part of these statements.

Landmark at Doral Community Development District
Balance Sheet - Governmental Funds
September 30, 2020

	<u>General Fund</u>	<u>Series 2006 Debt Service Fund</u>	<u>Series 2016 Debt Service Fund</u>	<u>Series 2019 Debt Service Fund</u>	<u>Series 2006 Capital Projects Fund</u>	<u>Series 2016 Capital Projects Fund</u>	<u>Total Governmental Funds</u>
Assets:							
Cash and cash equivalents	\$ 130,867	\$ -	\$ 142,287	\$ 884,242	\$ -	\$ 107,478	\$ 1,264,874
Assessments receivable	-	-	24,566	104,377	-	-	128,943
Prepays	6,893	-	-	-	-	-	6,893
Total assets	<u>\$ 137,760</u>	<u>\$ -</u>	<u>\$ 166,853</u>	<u>\$ 988,619</u>	<u>\$ -</u>	<u>\$ 107,478</u>	<u>\$ 1,400,710</u>
Liabilities:							
Accounts payable	\$ 6,919	\$ -	\$ -	\$ -	\$ -	\$ 2,713	\$ 9,632
Due to developer	3,000	-	-	-	-	-	3,000
Total liabilities	<u>9,919</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,713</u>	<u>12,632</u>
Fund Balances:							
Nonspendable	6,893	-	-	-	-	-	6,893
Restricted for debt service	-	-	166,853	988,619	-	-	1,155,472
Restricted for capital projects	-	-	-	-	-	104,765	104,765
Assigned for:							
Operating reserve	50,546	-	-	-	-	-	50,546
Unassigned	70,402	-	-	-	-	-	70,402
Total fund balances	<u>127,841</u>	<u>-</u>	<u>166,853</u>	<u>988,619</u>	<u>-</u>	<u>104,765</u>	<u>1,388,078</u>
Total liabilities and fund balances	<u>\$ 137,760</u>	<u>\$ -</u>	<u>\$ 166,853</u>	<u>\$ 988,619</u>	<u>\$ -</u>	<u>\$ 107,478</u>	<u>\$ 1,400,710</u>

The accompanying notes to basic financial statements are an integral part of these statements.

**Landmark at Doral Community Development District
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
September 30, 2020**

Total Fund Balances of Governmental Funds, Page 9	\$ 1,388,078
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds:	
Governmental capital assets	49,679,499
Less accumulated depreciation	(12,527,156)
Certain liabilities are not due and payable in the current period and therefore are not reported in the funds:	
Accrued interest payable	(243,668)
Governmental bonds payable	<u>(17,132,189)</u>
Net Position of Governmental Activities, Page 7	<u>\$ 21,164,564</u>

The accompanying notes to basic financial statements are an integral part of these statements.

**Landmark at Doral Community Development District
Statement of Revenues, Expenditures and
Changes in Fund Balances - Governmental Funds
For the Year Ended September 30, 2020**

	<u>General Fund</u>	<u>Series 2006 Debt Service Fund</u>	<u>Series 2016 Debt Service Fund</u>	<u>Series 2019 Debt Service Fund</u>	<u>Series 2006 Capital Projects Fund</u>	<u>Series 2016 Capital Projects Fund</u>	<u>Total Governmental Funds</u>
Revenues:							
Non-ad valorem assessments	\$ 184,379	\$ 995,763	\$ 182,916	\$ 208,751	\$ -	\$ -	\$ 1,571,809
Developer contributions	35,860	-	-	-	-	63,757	99,617
Investment income	90	3,195	1,078	3,877	161	5,041	13,442
Miscellaneous income	-	-	-	249	-	-	249
Total revenues	<u>220,329</u>	<u>998,958</u>	<u>183,994</u>	<u>212,877</u>	<u>161</u>	<u>68,798</u>	<u>1,685,117</u>
Expenditures:							
Current:							
General government	130,966	9,901	1,337	-	-	-	142,204
Physical environment	26,841	-	-	-	-	-	26,841
Capital outlay	-	-	-	-	-	677,207	677,207
Debt service:							
Principal	-	65,000	52,000	560,000	-	-	677,000
Interest	-	439,891	128,823	213,720	-	-	782,434
Bond issuance costs	-	-	-	500,096	-	-	500,096
Total expenditures	<u>157,807</u>	<u>514,792</u>	<u>182,160</u>	<u>1,273,816</u>	<u>-</u>	<u>677,207</u>	<u>2,805,782</u>
Excess (deficiency) of revenues over (under) expenditures	62,522	484,166	1,834	(1,060,939)	161	(608,409)	(1,120,665)
Other Financing Sources (Uses):							
Payment to bond escrow agent	-	-	-	(14,410,000)	-	-	(14,410,000)
Issuance of bonds	-	-	-	14,905,000	-	-	14,905,000
Bond premium	-	-	-	168,015	-	-	168,015
Transfer in	-	-	-	1,386,543	-	651	1,387,194
Transfer out	-	(1,386,474)	(651)	-	(69)	-	(1,387,194)
Total other financing sources (uses)	<u>-</u>	<u>(1,386,474)</u>	<u>(651)</u>	<u>2,049,558</u>	<u>(69)</u>	<u>651</u>	<u>663,015</u>
Net change in Fund balances	62,522	(902,308)	1,183	988,619	92	(607,758)	(457,650)
Fund Balances, October 1, 2019	<u>65,319</u>	<u>902,308</u>	<u>165,670</u>	<u>-</u>	<u>(92)</u>	<u>712,523</u>	<u>1,845,728</u>
Fund Balances, September 30, 2020	<u>\$ 127,841</u>	<u>\$ -</u>	<u>\$ 166,853</u>	<u>\$ 988,619</u>	<u>\$ -</u>	<u>\$ 104,765</u>	<u>\$ 1,388,078</u>

The accompanying notes to basic financial statements are an integral part of these statements.

**of Governmental Funds to the Statement of Activities
For the Year Ended September 30, 2020**

Net Change in Fund Balances - Total Governmental Funds, Page 11 \$ (457,650)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives:

Expenditures for capital assets	677,207
Less current year provision for depreciation	(1,066,226)

Repayments of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statements of net position.	677,000
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Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. This is the amount by which proceeds exceeded repayment.

Bond proceeds	(14,905,000)
Payment to escrow agent for refunded bonds	14,410,000
Premium on bonds issued	(168,015)

Certain items reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds:

Amortization of bond discount	(629)
Amortization of bond premium	8,843
Change in accrued interest payable	141,727
	141,727

Change in Net Position of Governmental Activities, Page 8 \$ (682,743)

The accompanying notes to basic financial statements are an integral part of these statements.

**Landmark at Doral Community Development District
Statement of Revenues, Expenditures and Changes in Fund
Balance - Budget and Actual - General Fund
For the Year Ended September 30, 2020**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues:				
Non-ad valorem assessments	\$ 156,473	\$ 156,473	\$ 184,379	\$ 27,906
Developer contribution	26,224	26,224	35,860	9,636
Investment income	-	-	90	90
	<u>182,697</u>	<u>182,697</u>	<u>220,329</u>	<u>37,632</u>
Total revenues				
Expenditures:				
Current:				
General government	115,005	115,005	130,966	(15,961)
Physical environment	67,692	67,692	26,841	40,851
	<u>182,697</u>	<u>182,697</u>	<u>157,807</u>	<u>24,890</u>
Total expenditures				
Net change in fund balance	-	-	62,522	62,522
Fund Balance, October 1, 2019	<u>65,319</u>	<u>65,319</u>	<u>65,319</u>	<u>-</u>
Fund Balance, September 30, 2020	<u>\$ 65,319</u>	<u>\$ 65,319</u>	<u>\$ 127,841</u>	<u>\$ 62,522</u>

The accompanying notes to basic financial statements are an integral part of these statements.

Note 1 - Organization and Operations

Landmark at Doral Community Development District (the "District") was created September 2, 2005, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, by the Miami-Dade County Board of Commissioners. The District was created for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining water management, water supply, sewer and wastewater management, bridges or culverts, roads, landscaping, street lights and other basic infrastructure projects within or without the boundaries of the District. The District is governed by a five-member Board of Supervisors, who are elected on a rotating basis for four-year terms. The District operates within the criteria established by Chapter 190.

Note 2 - Summary of Significant Accounting Policies

The basic financial statements of the District have been prepared in conformity with generally accepted accounting principles as applied to governmental units. The District's more significant accounting policies are described below:

The financial reporting entity: The governmental reporting entity consists of the District and its component units. Component units are legally separate organizations for which the Board is financially accountable or other organizations whose nature and significant relationship with the District are such that exclusion would cause the District's financial statements to be misleading. Financial accountability is defined as the appointment of a voting majority of the component unit's board, and (i) either the District's ability to impose its will on the organization or (ii) there is potential for the organization to provide a financial benefit to or impose a financial burden on the District. Based upon these criteria, there were no component units.

Basis of presentation:

Financial Statements - Government-Wide Statements: The District's basic financial statements include both government-wide (reporting the District as a whole) and fund financial statements (reporting the District's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business type. All of the District's activities are classified as governmental activities.

In the government-wide statement of net position, the governmental activities column is presented on a consolidated basis, if applicable, and is reported on a full-accrual, economic resource basis, which recognizes all noncurrent assets and receivables as well as all noncurrent debt and obligations.

The government-wide statement of activities reports both the gross and net cost of each of the District's functions. The net costs, by function, are also supported by general revenues, other revenue, etc. The statement of activities reduces gross expenses by related program revenues, operating and capital grants. Program revenues must be directly associated with the function. Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflect capital-specific grants. For the year ended September 30, 2020, the District had \$ 1,671,426 in program revenues.

This government-wide focus is more on the ability to sustain the District as an entity and the change in the District's net position resulting from the current year's activities.

Note 2 - Summary of Significant Accounting Policies (continued)

Financial Statements - Fund Financial Statements: The accounts of the District are organized on the basis of funds. The operations of the funds are accounted for with separate self-balancing accounts that comprise their assets, liabilities, fund equity, revenues and expenditures.

The District reports the following major governmental funds:

General Fund - This fund is used to account for all operating activities of the District.

Series 2006 Debt Service Fund - This fund is used to account for the accumulation of resources for and the payment of long-term debt principal, interest and other financing costs applicable to the Series 2006 Special Assessment Bonds.

Series 2016 Debt Service Fund - This fund is used to account for the accumulation of resources for and the payment of long-term debt principal, interest and other financing costs applicable to the Series 2016 Special Assessment Bonds.

Series 2019 Debt Service Fund - This fund is used to account for the accumulation of resources for and the payment of long-term debt principal, interest and other financing costs applicable to the Series 2019 Special Assessment Bonds.

Series 2006 Capital Projects Fund - This fund is used to account for financial resources segregated for the acquisition or construction of capital facilities applicable to those financed by the Series 2006 Special Assessment Bond.

Series 2016 Capital Projects Fund - This fund is used to account for financial resources segregated for the acquisition or construction of capital facilities applicable to those financed by the Series 2016 Special Assessment Bonds.

For the year ended September 30, 2020, the District does not report any proprietary funds.

Measurement focus, basis of accounting, and presentation: Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the basic financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied. Governmental funds use the current financial resources measurement focus and the government-wide statements use the economic resources measurement focus.

Governmental activity in the government-wide financial statements is presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

The governmental fund financial statements are presented on the modified accrual basis of accounting under which revenue is recognized in the accounting period in which it becomes susceptible to accrual (i.e., when it becomes both measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within sixty days of the end of the current year.

Note 2 - Summary of Significant Accounting Policies (continued)

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Budget: A budget is adopted for the General Fund and Debt Service Funds on an annual basis. Appropriations lapse at fiscal year-end. Changes or amendments to the total budgeted expenditures of the District must be approved by the District Board of Supervisors.

The District follows these procedures in establishing the budgetary data reflected in the financial statements:

- a. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b. Public hearings are conducted to obtain taxpayer comments.
- c. Prior to October 1, the budget is legally adopted by the District Board.
- d. The budgets are adopted on a basis consistent with generally accepted accounting principles.

Cash, cash equivalents, and investments: Cash and cash equivalents are defined as demand deposits, money market accounts, and short-term investments with original maturities of three months or less from the date of acquisition.

Investments, if held, are stated at their fair value, which is based on quoted market prices. Unrealized gains and losses in fair value are recognized. Certain money market investments are stated at amortized cost if they have a remaining maturity of one year or less when purchased.

Capital assets: Capital assets, which include land and improvements, infrastructure and construction in process, are reported in the applicable governmental activities column in the government-wide financial statements. The government defines capital assets as assets with an initial, individual cost of more than \$ 5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. Depreciation on all capital assets is charged to operations using the straight-line method over the assets' estimated service lives, ranging from 25 to 30 years.

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

Deferred outflows/inflows of resources: In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The District does not have any items that qualify for reporting in this category.

Note 2 - Summary of Significant Accounting Policies (continued)

Unearned revenue: Unearned revenue arises when the District receives resources before it has a legal claim to them.

Equity classifications:

Government-wide statements

Equity is classified as net position and displayed in three components:

- a. Net investment in capital assets - consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds or other borrowings that are attributable to the acquisition, construction or improvement of those assets.
- b. Restricted net position - consists of net position with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments, or 2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net position - all other net position that do not meet the definition of "restricted" or "net investment in capital assets."

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then, unrestricted resources as they are needed.

Fund statements

The District presents fund balance in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This statement requires that governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the District is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. The District classifies prepaid items and deposits as nonspendable since they are not expected to be converted to cash or are not expected to be converted to cash within the next year.

Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

Note 2 - Summary of Significant Accounting Policies (continued)

Committed: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the District Board of Supervisors (the "Board"). These amounts cannot be used for any other purpose unless the Board removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

Assigned: This classification includes amounts that are constrained by the District's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board or through the Board delegating this responsibility to the District Manager through the budgetary process. This classification also includes the remaining positive fund balance for all governmental funds except for the General Fund. The District classifies existing fund balance to be used in the subsequent year's budget for elimination of a deficit as assigned.

Unassigned: This classification includes the residual fund balance for the General Fund.

The District would typically use restricted fund balances first, followed by committed fund balances, assigned fund balances, and finally unassigned fund balances.

Date of management review: Subsequent events have been evaluated through June 9, 2021, which is the date the financial statements were available to be issued.

Use of estimates: The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Note 3 - Deposits and Investments

Deposits: The District's deposits must be placed with banks and savings and loans which are qualified as public depositories prior to receipt of public monies under Chapter 280, Florida Statutes. These deposits are insured by the FDIC up to \$ 250,000. Monies deposited in amounts greater than the insurance coverage are secured by the banks pledging securities with the State Treasurer in the collateral pool. At year end, the carrying amount and the bank balance of the District's deposits were \$ 130,867 and \$ 144,272, respectively.

Investments: The investment of funds is authorized by Florida Statutes, which allows the District to invest in the Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, SEC registered money market funds with the highest credit quality rating, interest-bearing time deposits or savings accounts in qualified public depositories and direct obligations of the United States Treasury. Investments of the Debt Service Funds and Capital Project Funds are governed by the Bond Indenture.

Landmark at Doral Community Development District
Notes to Basic Financial Statements
September 30, 2020

Note 3 - Deposits and Investments (continued)

Investments of the Debt Service Fund and Capital Project Fund as of September 30, 2020 were \$ 1,134,007 and were in money market accounts.

These deposits and investments are reflected in the accompanying statement of net position and balance sheet - governmental funds as cash and cash equivalents.

Credit risk: Florida Statutes require the money market mutual funds held by the District to have the highest credit quality rating from a nationally recognized rating agency. The money market accounts held by the District are rated AAAM by Standard and Poor's.

Interest rate risk: Florida Statutes state that the investment portfolio be structured in such manner as to provide sufficient liquidity to pay obligations as they come due. The funds in the money market accounts held by the District can be withdrawn at any time.

Custodial credit risk: For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial credit risk. At September 30, 2020, the District had no investments that are subject to custodial credit risk.

Note 4 - Transfers

Transfers at September 30, 2020 consisted of the following:

	Transfers In		
	Series 2019 Debt Service Fund	Series 2016 Capital Projects Fund	Total
<u>Transfers Out:</u>			
Series 2006 Debt Service Fund	\$ 1,386,474	\$ -	\$ 1,386,474
Series 2016 Debt Service Fund	-	651	651
Series 2006 Capital Projects Fund	<u>69</u>	<u>-</u>	<u>69</u>
Total	\$ <u><u>1,386,543</u></u>	\$ <u><u>651</u></u>	\$ <u><u>1,387,194</u></u>

These transfers were used to close the Series 2006 funds due to the Series 2006 refunding.

Landmark at Doral Community Development District
Notes to Basic Financial Statements
September 30, 2020

Note 5 - Capital Assets

Capital asset activity for the year ended September 30, 2020 was as follows:

	Balance at October 1, 2019	Additions	Transfers	Balance at September 30, 2020
Governmental activities:				
Capital assets, not being depreciated:				
Land and improvements	\$ 17,100,000	\$ -	\$ -	\$ 17,100,000
Construction in progress	-	677,207	-	677,207
Intangibles	334,900	-	-	334,900
	<u>17,434,900</u>	<u>677,207</u>	<u>-</u>	<u>18,112,107</u>
Total capital assets, not being depreciated				
Capital assets, being depreciated:				
Infrastructure	31,567,392	-	-	31,567,392
	<u>31,567,392</u>	<u>-</u>	<u>-</u>	<u>31,567,392</u>
Total capital assets, being depreciated				
	<u>49,002,292</u>	<u>677,207</u>	<u>-</u>	<u>49,679,499</u>
Total capital assets				
Less accumulated depreciation for:				
Infrastructure	11,460,930	1,066,226	-	12,527,156
	<u>11,460,930</u>	<u>1,066,226</u>	<u>-</u>	<u>12,527,156</u>
Total accumulated depreciation				
	<u>20,106,462</u>	<u>(1,066,226)</u>	<u>-</u>	<u>19,040,236</u>
Total capital assets, being depreciated, net				
	<u>37,541,362</u>	<u>(389,019)</u>	<u>-</u>	<u>37,152,343</u>
Governmental capital assets, net				

Provision for depreciation was charged to functions as follows:

Governmental Activities:	
Physical Environment	\$ <u>1,066,226</u>

Note 6 - Long-Term Liabilities

a. Summary of Long-Term Liabilities of Governmental Activities

Long-term liabilities of the governmental activities at September 30, 2020 are comprised of the following bond issues:

\$ 2,840,000 Special Assessment Bonds, Series 2016; due in annual installments commencing May 2017 through 2046; interest payable semi-annually at rates that range from 3.75% to 5.00% (net of unamortized discount of \$ 15,983).	\$ 2,628,017
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Landmark at Doral Community Development District
Notes to Basic Financial Statements
September 30, 2020

Note 6 - Long-Term Liabilities (continued)

\$ 10,575,000 Special Assessment Refunding Bonds, Series 2019A-1; due in annual installments commencing May 2020 through 2038; interest payable semi-annually at a rate of 3.00% (net of unamortized premium of \$ 114,609).	10,289,609
\$ 4,330,000 Special Assessment Refunding Bonds, Series 2019A-2; due in annual installments commencing May 2020 through 2038; interest payable semi-annually at rates that range from 3.125% to 4.00% (net of unamortized premium of \$ 44,563).	<u>4,214,563</u>
	<u>\$ 17,132,189</u>

The following is a summary of changes in governmental activities long-term liabilities for the year ended September 30, 2020:

	Balance October 1, 2019	Additions	Deletions	Balance September 30, 2020	Due Within One Year
Direct borrowings and private placements:					
Special Assessment Bonds,					
Series 2006A	\$ 14,475,000	\$ -	\$ 14,475,000	\$ -	\$ -
Series 2016	2,696,000	-	52,000	2,644,000	54,000
Series 2016 discount	(16,612)	-	629	(15,983)	-
Special Assessment Refunding Bonds,					
Series 2019A-1	-	10,575,000	400,000	10,175,000	430,000
Series 2019A-1 Premium	-	120,976	6,367	114,609	-
Series 2019A-2	-	4,330,000	160,000	4,170,000	170,000
Series 2019A-2 Premium	-	47,039	2,476	44,563	-
	<u>\$ 17,154,388</u>	<u>\$ 15,073,015</u>	<u>\$ 15,096,472</u>	<u>\$ 17,132,189</u>	<u>\$ 654,000</u>

Summary of Significant Debt Terms of Governmental Activities

\$ 2,840,000 Special Assessment Bonds, Series 2016 - The District previously issued \$ 2,840,000 in Special Assessment Bonds, Series 2016 (the "Bonds") for the purpose of funding certain capital projects within the boundaries of the District. The bonds bear interest ranging from 3.75% to 5.00% maturing in May 2046. Interest is payable semi-annually on the first day of each May and November. The Bonds are secured by the pledge of revenues derived from the collection of non-ad valorem special assessments.

The District is required by the Bond Indenture to levy and collect special assessments pursuant to Florida Statutes, Section 190.022. The collection of these assessments is restricted and applied to the debt service requirements of the Bond issue. Further, the District covenants to levy special assessments in annual amounts adequate to provide for the payment of principal and interest on the Bonds as it becomes due.

The Bonds are subject to mandatory redemption at par on a schedule of annual redemptions through May 2046, the maturity date. The District is required to redeem the Bonds at par prior to the schedule from the proceeds of any assessments prepaid or if certain events occur as outlined in the Bond Indenture. The Bonds may, at the option of the District, be redeemed prior to maturity on or after May 1, 2026 at par.

Landmark at Doral Community Development District
Notes to Basic Financial Statements
September 30, 2020

Note 6 - Long-Term Liabilities (continued)

The Bond Indenture requires a reserve fund equal to \$ 90,075. As of September 30, 2020, the reserve fund account balance was sufficient to satisfy this requirement.

\$ 14,905,000 Special Assessment Refunding Bonds, Series 2019A-1 and 2019A-2 - In November 2019, the District issued \$ 10,575,000 Special Assessment Refunding Bonds, Series 2019A-1 and \$ 4,330,000 Special Assessment Refunding Bonds, Series 2019A-2 for the purpose of refunding the Series 2006A Bonds. The retirement of the Series 2006A Bonds will reduce the District's debt service payments over the next eighteen years by \$ 3,288,744 with an economic gain (difference between the present value of the debt service payments on the old and new debt) of \$ 2,600,227. The Series 2019A-1 Bonds bear interest at 3.00% and mature in May 2038. The Series 2019A-2 Bonds bear interest at rates that range from 3.125% to 4.00% and mature in May 2038. Interest on both bonds is payable semiannually on the first day of each May and November.

The District is required by the Bond Indenture to levy and collect special assessments pursuant to Florida Statutes, Section 190.022. The collection of these assessments is restricted and applied to the debt service requirements of the Bond issue. Further, the District covenants to levy special assessments in annual amounts adequate to provide for the payment of principal and interest on the Bonds as it becomes due.

The Bonds are subject to mandatory redemption at par on a schedule of annual redemptions through May 2038, the maturity date. The District is required to redeem the Bonds at par prior to the schedule from the proceeds of any assessments prepaid or if certain events occur as outlined in the Bond Indenture. The Bonds may, at the option of the District, be redeemed prior to maturity on or after May 1, 2030 at par.

The Bond Indenture requires a reserve fund equal to \$ 366,800 for the Series 2019A-1 and \$ 161,500 for the Series 2019A-2. As of September 30, 2020, the reserve fund account balances were sufficient to satisfy these requirements.

- b. The annual debt service requirements for the Special Assessment Bonds, Series 2016 and Series 2019 are as follows:

Year Ending September 30,	Principal	Interest	Total
2021	\$ 654,000	\$ 584,804	\$ 1,238,804
2022	676,000	564,566	1,240,566
2023	698,000	543,648	1,241,648
2024	720,000	522,048	1,242,048
2025	748,000	499,166	1,247,166
2026-2030	4,107,000	2,116,071	6,223,071
2031-2035	4,859,000	1,384,695	6,243,695
2036-2040	3,596,000	523,188	4,119,188
2041-2045	756,000	161,050	917,050
2046	175,000	8,750	183,750
	<u>\$ 16,989,000</u>	<u>\$ 6,907,986</u>	<u>\$ 23,896,986</u>

Note 7 - Risk Management

The District purchased an insurance policy that provided coverage of up to a \$ 1,000,000 maximum for each general liability occurrence in combination with a maximum annual aggregate coverage of approximately \$ 2,000,000 for the policy year ending September 30, 2020. Other insurance policies carried by the District during the year included public officials' liability and employment practices liability. Settlement amounts have not exceeded insurance coverage during the last three (3) fiscal years.

Note 8 - Risks and Uncertainties

The coronavirus (COVID-19) outbreak has caused disruption in international and U.S. economies and markets. The coronavirus and fear of further spread has caused quarantines, cancellation of events, and overall reduction in business and economic activity. On March 11, 2020, the *World Health Organization* designated the coronavirus outbreak as a pandemic. Management and the Board of Commissioners continue to evaluate and monitor the potential adverse effect that this event may have on the District's financial position, operations and cash flows. The full impact of COVID-19 is unknown at this time and cannot be reasonably estimated as these events are still developing.

OTHER REPORTS OF INDEPENDENT AUDITORS



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

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

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Landmark at Doral Community Development District (the "District") as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated June 9, 2021.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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



KEEFE McCULLOUGH

Fort Lauderdale, Florida
June 9, 2021

INDEPENDENT AUDITOR'S REPORT TO DISTRICT MANAGEMENT

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

Report on the Financial Statements

We have audited the financial statements of Landmark at Doral Community Development District, Florida, (the "District"), as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated June 9, 2021.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 9, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings

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

CPA's + Trusted Advisors

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. Landmark at Doral Community Development District was established on September 2, 2005 by the Miami-Dade County Ordinance No. 05-153, pursuant to the provisions of Chapter 190, of the laws of the State of Florida. The District does not have any component units.

Financial Condition and Management

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

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

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

Additional Matters

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

Purpose of this Letter

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



KEEFE McCULLOUGH

Fort Lauderdale, Florida
June 9, 2021

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

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

We have examined Landmark at Doral Community Development District (the "District") compliance with the requirements of Section 218.415, Florida Statutes, Local Government Investment Policies, during the year ended September 30, 2020. Management is responsible for the District's compliance with the specified requirements. Our responsibility is to express an opinion on the District's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2020.

This report is intended solely for the information and use of the Board of Supervisors, management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Keefe McCullough

KEEFE McCULLOUGH

Fort Lauderdale, Florida
June 9, 2021

CPA's + Trusted Advisors

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

8

RESOLUTION 2021-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LANDMARK
AT DORAL COMMUNITY DEVELOPMENT DISTRICT HEREBY
ACCEPTING THE AUDITED BASIC FINANCIAL STATEMENTS FOR THE
FISCAL YEAR ENDED SEPTEMBER 30, 2020**

WHEREAS, the District's Auditor, Keefe McCullough, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Basic Financial Statements for Fiscal Year 2020;

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

1. The Audited Basic Financial Statements for Fiscal Year 2020 heretofore submitted to the Board are hereby accepted for Fiscal Year 2020, for the period ending September 30, 2020; and

2. A verified copy of said Audited Basic Financial Statements for Fiscal Year 2020 shall be attached hereto as an exhibit to this Resolution in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 9th day of September, 2021.

**LANDMARK AT DORAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

9

**MITIGATION MAINTENANCE
SERVICES AGREEMENT**

THIS MITIGATION MAINTENANCE SERVICES AGREEMENT (the “Agreement”), made and entered into this 1st day of July, 2021 (the “Effective Date”), by and between:

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Doral, Miami-Dade County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “District”),

and

ALLSTATE RESOURCE MANAGEMENT, INC., a Florida corporation, whose address is 6900 SW 21st Court, Building 9, Davie, Florida 33312 (the “Contractor”).

RECITALS

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

WHEREAS, the District owns and/or is responsible for maintaining 21.44 acres of conservation/mitigation areas located within the boundaries of the District, which mitigation areas are identified in Exhibit A, attached hereto and made a part hereof (collectively the “Maintenance Areas”); and

WHEREAS, the District has a need to retain an independent contractor to continue to furnish mitigation area maintenance services, including invasive and exotic plant control and debris cleanup for the Maintenance Areas in accordance with this Agreement and the Wetland Maintenance Request For Proposal Scope of Work, attached hereto and made a part hereof as Exhibit B (the “Scope of Work”); and

WHEREAS, Contractor has submitted its proposal to perform the Scope of Work and the other tasks outlined herein within the Maintenance Areas in the form of Contractor’s Mitigation Maintenance Agreement, dated May 1, 2021, attached hereto and made a part hereof as Exhibit C (the “Proposal”); and

WHEREAS, it is the intent of the parties for the Contractor to perform all services set forth in the Agreement and in the Proposal for the compensation provided therein; and

WHEREAS, Contractor represents that it is qualified to provide mitigation

maintenance services and cleanup services as provided herein to the District; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is 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:

Section 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated as material parts of this Agreement.

Section 2. Services.

A. Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality, maintenance of the Maintenance Areas of the District in accordance with this Agreement, the Scope of Work, and the Proposal are collectively described as the “Services”).

B. The Services shall include, but not be limited to, the following:

- (1) mitigation area management and maintenance services on a quarterly basis for the remainder of 2021, followed by semi-annual maintenance in 2022 and thereafter, including exotic vegetation control and invasive weed and brush control within the Maintenance Areas in accordance with this Agreement, the Scope of Work, and the requirements of the maintenance program described in Special Condition No. 18 of the South Florida Water Management District Permit No. 13-02759-P, which permit is incorporated herein and made a part hereof by reference. Such Special Condition No. 18 indicates that the Water Conservation Area is to be maintained free from Category 1 exotic vegetation, as defined by the Florida Exotic Pest Plant Council at the time of permit issuance, including the planted upland buffer and complex marsh habitat. The covering of exotic species must not exceed five (5%) percent of the total cover between maintenance periods and must be free of exotic plants after each maintenance service (the parties estimate that a crew of 2 to 3 persons can complete this service in one work day) ; and
- (2) One-time clean up, removal, and proper disposal of all trash, debris, and construction material and debris from within the Florida Power & Light preserve/easement area portion of the Maintenance Areas, followed by quarterly clean up, removal, and proper disposal of all trash, debris, and construction material and debris within the Maintenance Areas; and
- (3) When arriving at the site and prior to performing Services to the Maintenance Areas, Contractor notify the District Manager’s designee, in person, that the Contractor has arrived to perform Services. This designee will keep a log detailing Contractor’s compliance with this subsection and will forward the log via email to the District Manager on at least a

quarterly basis or upon District Manager's request. At the time of this Agreement the District Manager's designee for purposes of this provision is Michelle Garcia, Business Manager for Landmark South, whose office is located within the District at 6055 NW 105th Court, Coral, FL 33178, (305) 470-0101. The District Manager may change the designee and the means or manner of checking in by written notice to the Contractor; and

- (4) Within three (3) business days of each quarterly mitigation service visit, Contractor shall provide a written report to the District Manager of the District that includes, at a minimum, the date of the visit, the times of day Contractor spent within the District providing Services, a description of the types of plants and quantity of plants removed or planted, the general vicinity within the Maintenance Areas where Services were performed, and photographs supporting the contents of the report; and
- (5) Within three (3) business days of the initial visit and each quarterly Florida Power & Light area cleanup service visit, Contractor shall provide a written report to the District Manager of the District that includes, at a minimum, the date of the visit, the times of day Contractor spent within the District providing Services, and before and after photographs supporting the contents of the report; and
- (6) The required quarterly reports referenced in subsections (3) and (4) above may be combined into one report if all Services referenced herein are provided by Contractor on the same day.
- (7) The failure to furnish the District with any required report shall permit District to withhold payment until the required report(s) are furnished to the District.

C. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. In providing the Services identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

E. Contractor agrees that it shall be held responsible for having therefore examined the site(s), including the existing nuisance and non-nuisance vegetation and debris, the location of all proposed Services and for having satisfied itself from personal knowledge and experience or professional advice as to the character, condition, location of the Maintenance Areas, the nature of the Maintenance Areas, any other conditions surrounding and affecting the Services, and any physical characteristics of the job, in order that all costs pertaining to the Services are included as proposed and as provided herein.

Section 3. Manner of Contractor Performance.

A. Contractor agrees, as an independent contractor, to undertake and perform the Services specified in this Agreement, as amended from time to time, or in any authorized work order by the District issued in connection with this Agreement and accepted by Contractor.

B. All Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in Miami-Dade County, Florida. All Services performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.

C. Should any Services and/or work be required which are not specified in this Agreement or any amendment thereto, but which are nevertheless necessary or the proper provision of Services to the District, such Services or work shall be fully performed by the Contractor as if described and delineated in this Agreement.

D. Contractor agrees that District shall not be liable for the payment of any additional work not included in Section 4.A. below, unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such additional work.

E. The District Manager of the District shall act as the District representative with respect to the Services performed under this Agreement. The District Manager shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to the Services performed by Contractor.

F. At the request of the District Manager and at no additional cost, Contractor agrees to meet with the District Manager or his or her designee on no more than a monthly basis to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

G. Contractor shall not damage, kill or otherwise harm current and future non-invasive or native plants or vegetation, and any damage to such plants shall be remedied with replacement plants within five (5) business days of the damage occurring. Contractor shall use due care to protect the property of the District, its residents, and landowners from any damage arising out of the Contractor's performance of the Services.

Section 4. Compensation.

A. District agrees to pay Contractor in accordance with the following schedule of rates:

Description of Service	Rate
Quarterly mitigation area management services (Exotic Wetland Vegetation Maintenance)	\$1,228.00 per quarter
Quarterly Debris Maintenance	\$292.00 per quarter
*One-time debris cleanup of Maintenance Area if requested in writing by the District Manager of the District	\$468.00 per incident (one-time)

*does not include large/heavy construction debris

B. Should District desire additional services or to add additional areas to the Maintenance Areas, the Contractor agrees to negotiate in good faith to undertake such additional services. Upon successfully negotiations, the Parties shall agree in writing to an Amendment to this Agreement.

C. District may require, as a condition precedent to making payment to Contractor that all subcontractors, materialmen, suppliers, or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an affidavit related to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the contractor has met all conditions with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Contractor shall maintain records confirming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to Contractor. District may pay the invoice amount within thirty (30) days after the invoice date. Contractor may cease performing Work under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

Section 5. Term. The Contractor shall commence work on the Effective Date, and, unless otherwise terminated in accordance with this Agreement, the term of

the Agreement shall begin on the Effective Date and expire after one (1) year. Thereafter, this Agreement shall automatically renew for up to three (3) successive extension terms of one (1) year each unless otherwise terminated as provided herein.

Section 6. Termination. Either party may terminate this Agreement without cause by providing thirty (30) days written notice of termination to the other party. Contractor agrees that District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. Upon any termination of this Agreement, the Contractor shall be entitled to payment for work and services performed in accordance with the Agreement up until the effective date of the termination, subject to whatever offsets or claims the District may have against the Contractor.

Section 7. Insurance.

A. Contractor, and any subcontractor hired by Contractor to perform any Work pursuant to this Agreement shall provide and maintain the following insurance throughout the term of this Agreement:

- (1) Worker's Compensation Insurance in accordance with Florida law.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries and property damage, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors' coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability coverage with limits of at least \$1,000,000 per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injuries and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, and supervisors shall be named as additional insured. Contractor shall furnish District with the Certificate of Insurance evidencing compliance with this requirement. No Certificate shall be acceptable to the District unless the Certificate provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective until the District has been provided with prior written notice at least thirty (30) days in advance of the effective date of the termination or change. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance; in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in

connection with the District's obtaining the required insurance.

Section 8. Indemnification.

A. Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any other statute.

Section 9. Liens and Claims. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform the Work and services under this Agreement. Contractor shall keep District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not satisfy or pay such claim or lien within three (3) business days after the filing of notice thereof, the District. In addition to any and all other remedies available under this Agreement and applicable law, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

Section 10. Default and Protection Against Third Party Interference. A default by either party under this Agreement shall entitle the other to all remedies

available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and specific performance. District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

Section 11. Custom and Usage. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from doing so; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements in this Agreement, or as having in any way modified or waived the same.

Section 12. Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Agreement, except as expressly limited herein.

Section 13. Permits and Licenses. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

Section 14. Assignment. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

Section 15. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

Section 16. Familiarity with Laws. Contractor shall be required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Work being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

Section 17. Conflicts. In the event of a specific conflict with respect to any provision of this Agreement and the exhibits thereto, preference, from top to bottom, shall be given, as follows:

- A. This Agreement, followed by;
- B. Exhibit A – Maintenance Areas, followed by;
- C. Exhibit B – Scope of Work, followed by;
- D. Exhibit C - Proposal of Contractor.

Section 18. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 19. Attorney's Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, and appellate proceedings.

Section 20. Extent of Agreement. This Agreement represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 21. Amendments. Amendments to and waivers of provisions contained in this Agreement may only be made by an instrument in writing which is executed by both Contractor and District.

Section 22. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the Contractor and the District, both the Contractor and the District have complied with all applicable requirements of law, and both the Contractor and the District have full power and authority to comply with the terms and provisions of this instrument.

Section 23. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing 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:

DISTRICT: Landmark at Doral Community Development District
2300 Glades Road, Suite 410 W

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 Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR
THE DISTRICT AT:**

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

Section 27. E-Verify. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

Section 28. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 29. Arm's Length Transaction. This Agreement has been negotiated

fully between the District and the Contractor as an arm's length transaction. District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the event 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 any doubtful language will not be interpreted or construed against either party.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties 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**

Print name: _____
Secretary/Assistant Secretary

By: _____
DocuSigned by:
94784E94D2FF4EE...
Print name: **Teresa Baluja**
Chair/Vice-Chair
Board of Supervisors

Date: 6/30/2021, 2021

**ALLSTATE RESOURCE
MANAGEMENT, INC.**, a Florida
corporation

Joan Weinsier
Print Name

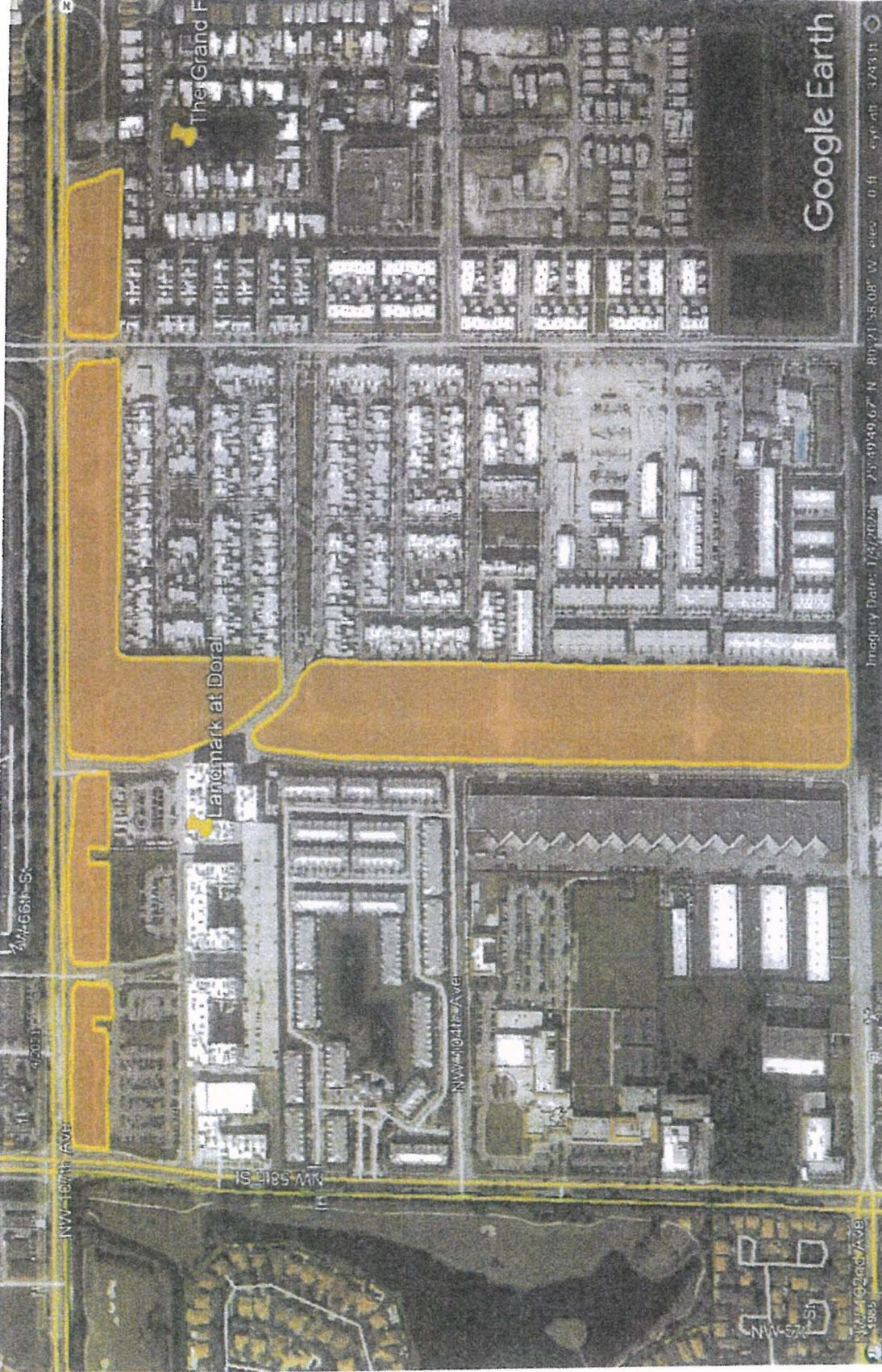
By: _____
Print: *Andrew Fyfe*
Title: *VP*

Sylvia Ferrer-Culver
Print Name

Date: Jun 15, 2021

(CORPORATE SEAL)

EXHIBIT A
MAINTENANCE AREAS



The Grand F

Landmark at Doral

Google Earth

NW 66th St

NW 16th Ave

NW 58th St

NW 40th Ave

NW 42nd Ave

Imagery Date: 1/4/2025 25:49:40.67° N 80:21:58.08° W elev: 0 ft eye alt: 3.743 ft

EXHIBIT B
SCOPE OF WORK

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT (“CDD”)
WETLAND MAINTENANCE
REQUEST FOR PROPOSAL
SCOPE OF WORK**

To provide wetland maintenance services to include invasive and exotic plant control, and debris cleanup for approximately 21 acres of on-site wetlands at Landmark at Doral Community Development District located on the east side of N.W. 107th Avenue, south of NW 67th Street, north of NW 58th Street and west of NW 102nd Avenue in the City of Doral, Miami-Dade County (the “Wetland Conservation Area”).

The Wetland Conservation Area is depicted in more detail on the map and cross sections attached to this RFP as Exhibit “A”.

The company providing the services will ensure that they meet the requirements of the maintenance program described in Special Condition No. 18 of the South Florida Water Management District (“SFWMD”) permit No. 13-02759-P (Refer to Exhibit “B”). Such note indicates that the Wetland Conservation Area is to be maintained free from Category I exotic vegetation, as defined the Florida Exotic Pest Plant Council at the time of the permit (See Category I Exotic Vegetation List for Year 2007 attached as Exhibit “C”), including the planted upland buffer and complex marsh habitat. Covering of exotic plant species must not exceed 5% of total cover between maintenance periods and must be free of exotic plants after each period.

The company providing the services will have the capacity to replant, as necessary, native wetland, transitional and upland species should the Wetland Conservation Area fall below 80% of native plant coverage in order to comply with SFWMD permit Special Condition No. 15 (Refer to Exhibit “B”).

Maintenance: Quarterly maintenance for the remainder of 2021, then semi-annual maintenance in 2022 to include exotic vegetation control and invasive weed and brush control. It is estimated that a crew of 2 to 3 persons can do the area in one day.

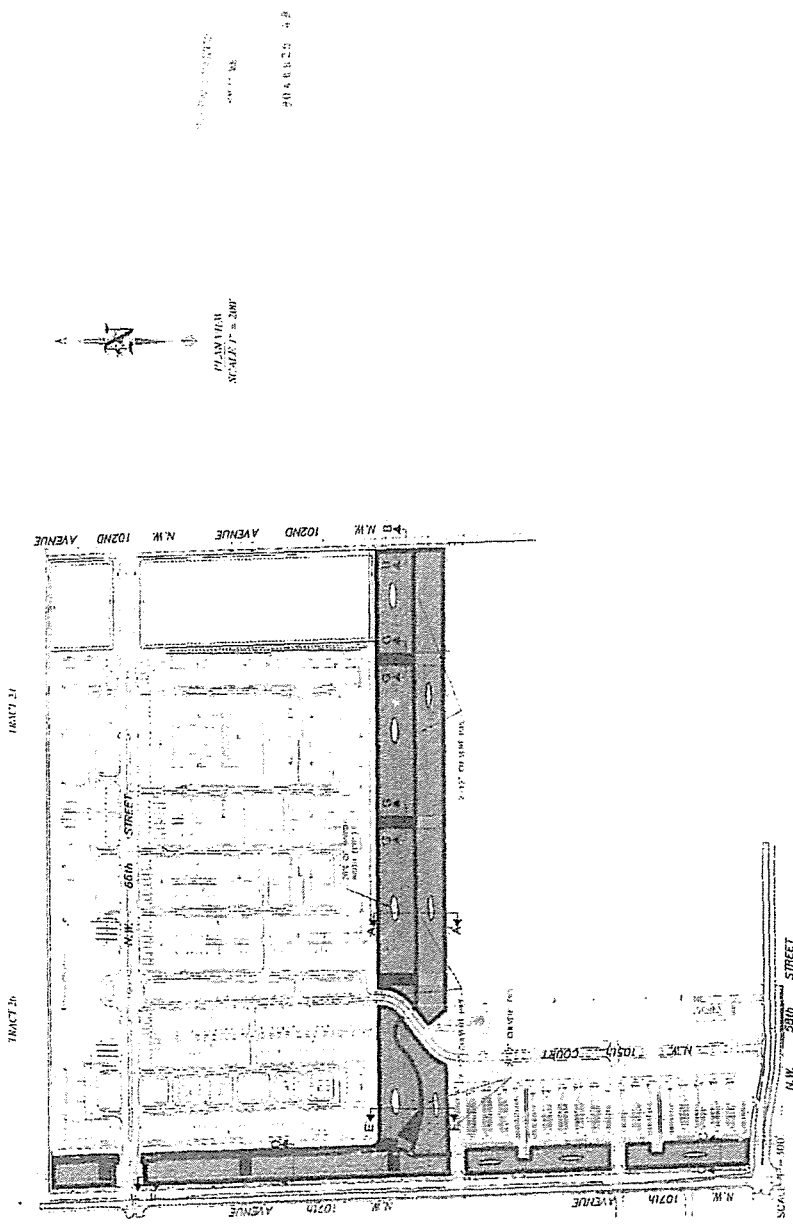
Debris Maintenance: A one-time sweep of all debris, then quarterly debris removal including picking up and removing debris, and construction debris within the FPL preserve area lines.

Landmark at Doral CDD Service Agreement Between Owner and Contractor is required. Direct all questions to Alvarez Engineers, Inc. by e-mail to Angel.Camacho@AlvarezEng.com.

Exhibit "A"

LANDMARK AT DORAL MITIGATION PLAN

	PROJECT: LANDMARK AT DORAL PREPARED BY: E.B. DEVELOPMENT, INC. DATE: 04-06-03	SHEET NO. 1 OF 2 PROJECT NO. 04-063
	TITLE: MITIGATION PLAN DEVELOPER: E.B. DEVELOPMENT, INC. DATE: 04-06-03	SHEET NO. 1 OF 2 PROJECT NO. 04-063



LEGEND
 16.31 AC. - COMPLEX MANGLI HABITAT
 3.37 AC. - TRANSITIONAL LAND BELIEF
 10.37 AC. - POTENTIAL FUTURE PPL EXTENSIONS

EXHIBIT 3.002-A
 1

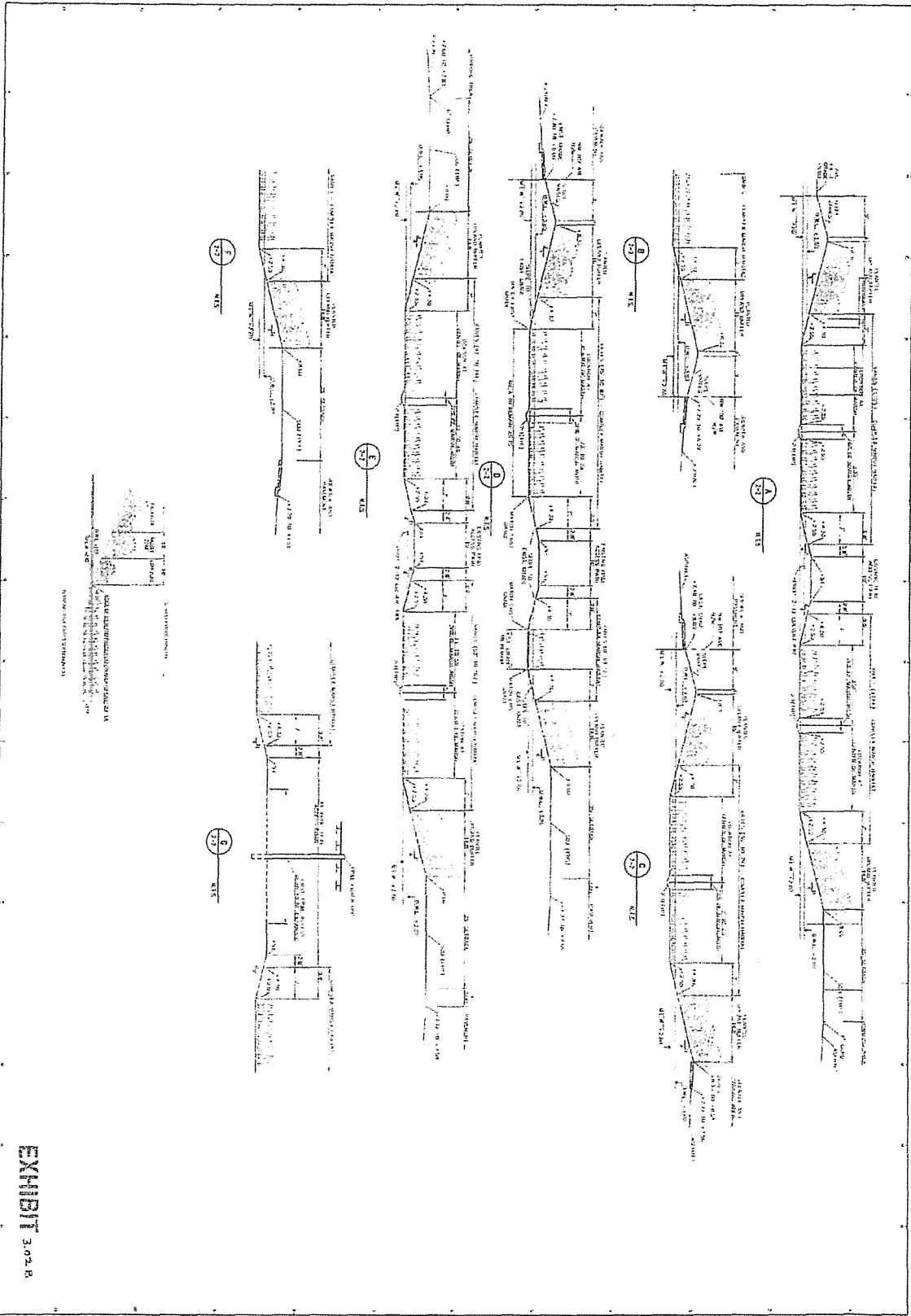


EXHIBIT 3.02.R

	LANDMARK AT DORAL	
	MITIGATION SECTIONS E.B. DEVELOPERS, INC.	
PROJECT NO. 15-0000000 SHEET NO. 04-083 DATE 02/11/15	DRAWN BY: J. B. BROWN CHECKED BY: J. B. BROWN APPROVED BY: J. B. BROWN	2 7 of 7

Exhibit "B"

mitigation area shall contain an 80% survival of planted vegetation. The 80% survival rate shall be maintained throughout the remainder of the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage within the initial two years of the monitoring program, native species shall be planted in accordance with the maintenance program. At the end of the 5 year monitoring program the entire mitigation area shall contain an 80% survival of planted vegetation and an 80% coverage of desirable obligate and facultative wetland species.

16. Prior to commencement of construction in wetlands and in accordance with the work schedule in Exhibit No. 3.11 the permittee shall submit documentation from the Florida Department of Environmental Protection that 52.45 credits freshwater herbaceous credits have been deducted from the ledger for Everglades National Park Hole-in-the-Donut mitigation bank.
17. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.
18. A maintenance program shall be implemented in accordance with Exhibit No. 3.04 for the preserved/restored wetland areas on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation areas are maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Maintenance in perpetuity shall also insure that conservation areas, including buffers, maintain the species and coverage of native, desirable vegetation specified in the permit. Coverage of exotic and nuisance plant species shall not exceed 5% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.
19. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be placed at the intersection of the buffer and each lot line. These markers shall be maintained in perpetuity.
20. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No. 3.11. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.
21. Prior to the commencement of construction resulting in wetland impacts and in accordance with the work schedule in Exhibit No. 3.11, the permittee shall submit two certified copies of the recorded conservation easement for the mitigation area and associated buffers. The data shall be supplied in a digital ESRI Geodatabase (mdb), ESRI Shapefile (shp) or AutoCAD Drawing Interchange (dxf) file format using Florida State Plane coordinate system, East Zone (3601), Datum NAD83, HARN with the map units in feet. This data shall be submitted as a paper map depicting the Conservation Easement over the best available satellite or aerial imagery. This data shall also reside on a CD or floppy disk and be submitted to the District's Environmental Resource Compliance Division in the service area office where the application was submitted.

The recorded easement shall be in substantial conformance with Exhibit 3.06. Any proposed modifications to the approved form must receive prior written consent from the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.

22. Prior to the commencement of construction activities on the site, the permittee shall a letter from FPL indicating acceptance of compatible uses for the FPL utility easement/preservation area indicated on Exhibit 3.06 and submit a copy of the authorization to the District's Environmental Resource Compliance staff in the service center where the permit application was processed.

Exhibit "C"

Category I Exotic Vegetation List (Year 2007)

Scientific Name	Common Name	Gov. List	Reg. Dist.
<u><i>Abrus precatorius</i></u>	rosary pea	N	C, S
<u><i>Acacia auriculiformis</i></u>	earleaf acacia		C, S
<i>Albizia julibrissin</i>	silken tree, silk tree		N, C
<u><i>Albizia lebbek</i></u>	woman's tongue		C, S
<u><i>Ardisia crenata</i></u> (= <i>A. crenulata</i> misapplied)	coral ardisia		N, C, S
<u><i>Ardisia elliptica</i></u> (= <i>A. numila</i> misapplied)	shoebutton ardisia	N	C, S
<u><i>Asparagus aethiopicus</i></u> (= <i>A. sprengerii</i> , <i>A. densiflorus</i> misapplied)	asparagus-fern		N, C, S
<u><i>Bauhinia variegata</i></u>	orchid tree		C, S
<u><i>Bischofia javanica</i></u>	bishopwood		C, S
<u><i>Calophyllum antillanum</i></u> (= <i>C. calappa</i> and <i>C. inophyllum</i> misapplied)	santa mana (names "mast wood", "Alexandrian laurel" used in cultivation)		S
<u><i>Casuarina equisetifolia</i></u>	Australian pine, beach sheak	P, N	N, C, S
<u><i>Casuarina glauca</i></u>	suckering Australian pine, gray sheak	P, N	C, S
<u><i>Cinnamomum camphora</i></u>	camphor tree		N, C, S
<u><i>Colocasia esculenta</i></u>	wild taro		N, C, S
<u><i>Colubrina asiatica</i></u>	lather leaf	N	S
<u><i>Cupaniopsis anacardioides</i></u>	carrotwood	N	C, S
<u><i>Dioscorea alata</i></u>	winged yam	N	N, C, S
<u><i>Dioscorea bulbifera</i></u>	air-potato	N	N, C, S
<u><i>Eichhornia crassipes</i></u>	water hyacinth	P	N, C, S
<u><i>Eugenia uniflora</i></u>	Surinam cherry		C, S
<u><i>Ficus microcarpa</i></u> (= <i>F. nitida</i> and <i>F. retusa</i> var. <i>nitida</i> misapplied)	laurel fig		C, S
<u><i>Hydrilla verticillata</i></u>	hydrilla	P, U	N, C, S
<u><i>Hydrophila polysperma</i></u>	green hygro	P, U	N, C, S
<u><i>Hymenachne amplexicaulis</i></u>	West Indian marsh grass		C, S
<u><i>Imperata cylindrica</i></u> (= <i>I. brasiliensis</i> misapplied)	coconut grass	N, U	N, C, S
<u><i>Ipomoea aquatica</i></u>	water spinach	P, U	C
<u><i>Jasminum dichotomum</i></u>	Gold Coast jasmine		C, S
<u><i>Jasminum fluminense</i></u>	Brazilian jasmine		C, S
<u><i>Lantana camara</i></u>	lantana, shrub verbena		N, C, S
<u><i>Ligustrum lucidum</i></u>	glossy privet		N, C
<u><i>Ligustrum sinense</i></u>	Chinese privet, hedge privet		N, C, S
<u><i>Lonicera japonica</i></u>	Japanese honeysuckle		N, C, S
<u><i>Ludwigia peruviana</i></u>	Peruvian primrose-willow		N, C, S
<u><i>Lygodium japonicum</i></u>	Japanese climbing fern	N	N, C, S
<u><i>Lygodium microphyllum</i></u>	Old World climbing fern	N	C, S

<i>Macfadyena unguis-cati</i>	cat's claw vine		N C S
<i>Manihara zapota</i>	sapodilla		S
<i>Melaleuca quinquenervia</i>	melaleuca, paper bark	P, N, U	C S
<i>Mimosa pigra</i>	catclaw mimosa	P, N, U	C S
<i>Nandina domestica</i>	nandina, heavenly bamboo		N C
<i>Nephrolepis cordifolia</i>	sword fern		N C S
<i>Nephrolepis multiflora</i>	Asian sword fern		C S
<i>Neyraudia reynaudiana</i>	Burma reed, cane grass	N	S
<i>Paederia crud.Jasiana</i>	sewer vine, onion vine	N	S
<i>Paederia foetida</i>	skunk vine	N	N C S
<i>Panicum repens</i>	torpedo grass		N C S
<i>Pennisetum purpureum</i>	Napier grass		N C S
<i>Pistia stratiotes</i>	waterlettuce	P	N C S
<i>Psidium cattleianum</i> (=P. littorale)	strawberry guava		C S
<i>Psidium quaiava</i>	guava		C S
<i>Pueraria montana</i> var. <i>lobata</i> (=P. lobata)	kudzu	N	N C S
<i>Rhodomyrtus tomentosa</i>	downy rose-myrtle	N	C S
<i>Rhynchosytrum repens</i> (=Melinis repens)	Natal grass		N C S
<i>Ruellia tweediana</i> (=R. brittoniana, R. coerulescens)	Mexican petunia		N C S
<i>Sapium sebiferum</i> (=Trodica sebiferum)	popcorn tree, Chinese tallow tree	N	N C S
<i>Scaevola taccada</i> (=Scaevola sericea, S. frutescens)	scaevola, half-flower, beach naupaka	N	C S
<i>Schefflera actinophylla</i> (=Brassara actinophylla)	schefflera, Queensland umbrella tree		C S
<i>Schinus terebinthifolius</i>	Brazilian pepper	P, N	N C S
<i>Senna pendula</i> var. <i>gutturata</i> (=Cassia coluteoides)	climbing cassia, Christmas cassia, Christmas senna		C S
<i>Solanum tampicense</i> (=S. douglasii)	wetland nightshade, aquatic soda apple	N, U	C S
<i>Solanum viarum</i>	tropical soda apple	N, U	N C S
<i>Syngonium podophyllum</i>	arrowhead vine		N C S
<i>Syzygium cumini</i>	jambolan plum, Java plum		C S
<i>Tectaria incisa</i>	incised halberd fern		S
<i>Thespesia populnea</i>	seaside mahoe		C S
<i>Tradescantia fluminensis</i>	white-flowered wandering jew		N C
<i>Urochloa mutica</i> (=Brachiaria mutica)	Para grass		C S

EXHIBIT C

PROPOSAL OF CONTRACTOR



Allstate
RESOURCE MANAGEMENT, INC.

6900 S.W. 21st Court, Building 9 · Davie, FL 33317

Phone: 954.382.9766 · Fax: 954.382.9770

Email: info@allstatemanagement.com

www.allstatemanagement.com

MITIGATION MANAGEMENT PROGRAM

Landmark at Doral CDD

Dade County, Florida

Prepared for:

Mr. Angel Camacho / Project Engineer

Alvarez Engineers



6900 S.W. 21st Court, Building 9 · Davie, FL 33317
Phone: 954.382.9766 · Fax: 954.382.9770
Email: info@allstatemanagement.com
www.allstatemanagement.com

MITIGATION MAINTENANCE AGREEMENT

This agreement, dated May 1, 2021, is made between ALLSTATE RESOURCE MANAGEMENT, INC. (ARMI) and CUSTOMER:

Landmark @ Doral CDD
c/o Mr. Angel Camacho / Alvarez Engineers
8935 NW 35th Lane, Suite 101 (305) 640-1345
Doral, Florida 33172 Angel.Camacho@AlvarezEng.com

Both Customer and ARMI agree to the following terms and conditions:

1. ARMI will provide mitigation area management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following mitigation site:

Approximately twenty-one (21) acres of mitigation located at Landmark @ Doral CDD in Dade County, Florida - map attached.

2. Customer agrees to pay ARMI the following amounts during the term of this agreement for these specific mitigation management services:

Exotic Wetland Vegetation Maintenance (2021)	\$1,228.00 / quarterly
Initial One-Time Wetland Debris Cleanup	\$468.00 / one-time
Quarterly Debris Maintenance	\$292.00 / quarterly
Exotic Wetland Vegetation Maintenance (2022)	\$2,457.00 / bi-annually
Replanting to Maintain Survival and Compliance	Optional*
Management Reporting	Included

4 visits per year minimum for remainder of 2021, 2 visits a year minimum starting 2022

*Replanting can be done at the request of the CDD for an extra charge

3. Schedule of payment: First quarter's payment shall be due and payable upon execution of this agreement; the balance shall be payable in advance in equal quarterly installments for the remainder of 2021 and bi annual instalments starting in 2022.

4. The offer contained in this agreement is valid for thirty (30) days only, and must be returned to our offices for acceptance within that period. After thirty days the project must be re-surveyed to establish current condition and pricing.
5. ARMI agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife.
6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail; return receipt requested, to ALLSTATE RESOURCE MANAGEMENT, INC., 6900 SW 21st Court, Unit #9, Davie, Florida 33317. CUSTOMER agrees to pay for all services rendered by ARMI to date of termination of contract. ARMI reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of treatment products.
7. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.
8. Addendums: See attached map, survey and report (where applicable).
 - A. Except as noted herein, additional work as requested by customer such as trash clean-up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.
 - B. Trash will be defined as individual bottles, cups, cans, paper and other items not natural to the wetland environment. This contract does not include removal of large items or quantities of dumped trash.
 - C. Customer will allow trash and cut plant materials to be placed at a location on-site or will provide a dumpster for collected materials. This will avoid necessary hauling and dump fees, which will be billed on a truckload basis, if no provisions are made.
 - D. Care proposed in this contract is for maintenance control of exotic vegetation and does not include stump removal, irrigation, or any ground work.
 - E. Marking of staff gauge elevations must be measured by a licensed surveyor. This cost is not included herein.
 - F. Customer will provide Allstate Resource Management, Inc. with a copy of permits, and the Time-Zero Monitoring Report (when prepared by others).
 - G. Mitigation site must be in compliance with the governing agency prior to contract start date or a separate price will be quoted to bring the site into compliance.
9. Proof of insurance upon request.

10. This agreement constitutes the entire agreement of ARMI and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both ARMI and CUSTOMER.

ALLSTATE RESOURCE MANAGEMENT, INC.

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

ALLSTATE (Signature)

CUSTOMER (Signature)


NAME / TITLE (Printed)

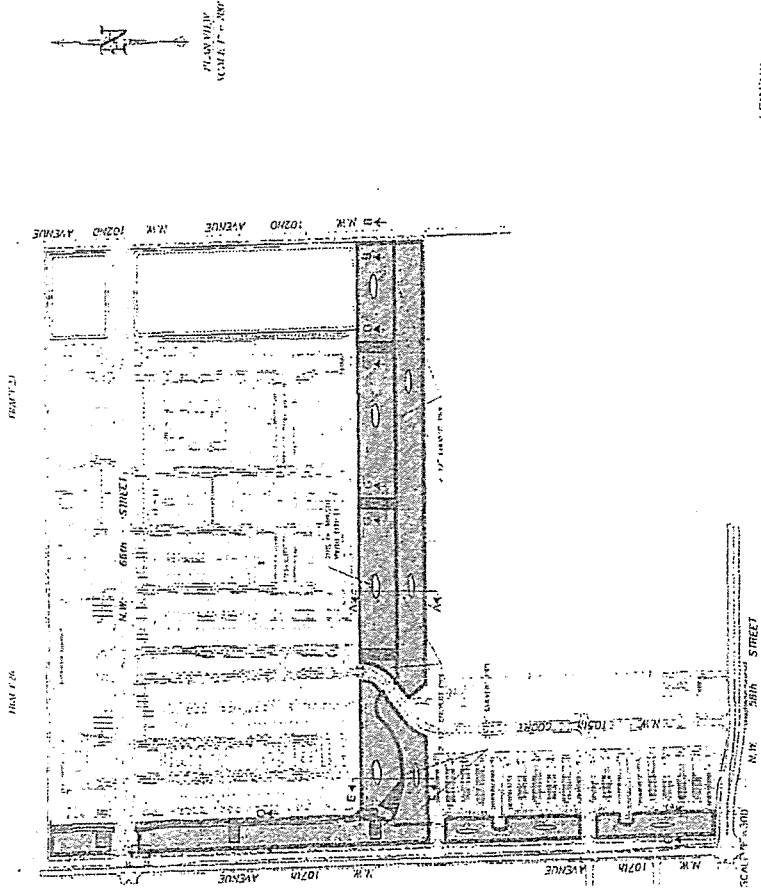
NAME / TITLE (Printed)

DATE

DATE

LANDMARK AT DORAL MITIGATION PLAN

	DEVELOPER: E.B. DEVELOPMENT, INC. 10000 W. BIRCH AVE. SUITE 200 DORAL, FL 33126
	PROJECT: LANDMARK AT DORAL
DATE: 04-08-03	DRAWN BY: [Name]
CHECKED BY: [Name]	SCALE: AS SHOWN



LEGEND
 16.11 AC. - COMPLEX MARSH HABITAT
 3.91 AC. - TRANSITIONAL UPLAND BUFFER
 0.37 AC. - POTENTIAL FUTURE RPL EXTENSIONS

SCALE: AS SHOWN

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

10



6900 S.W. 21st Court, Building 9 • Davie, FL 33317
Phone: 954.382.9766 • Fax: 954.382.9770
Email: info@allstatemanagement.com
www.allstatemanagement.com

The past 18 months have been unusual to say the least. Unfortunately, the cost of products, fuel and labor has seen a severe spike during this period. Effective January 1, 2022 there will be a nominal five percent (5%) increase for our professional services.

Please plan accordingly when preparing your 2022 budget.

Respectfully,

Allstate Resource Management, Inc

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

11

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT ("Agreement") is made as of June 9, 2021 ("Effective Date") by and between **LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Doral, Miami-Dade County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, together with its successors and assigns (the "District"), and **EHOFF CONGRESS DORAL, LLC**, a Florida limited liability company, whose principal address is 2000 Avenue of the Stars, 11th Floor, Los Angeles, California 90067, together with its successors and assigns ("EHOFF"). The District and EHOFF are each a "Party," and collectively are the "Parties," to this Agreement.

RECITALS

1. 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.

2. EHOFF is the owner of that certain real property known as "the Landmark South" and located at 6055 NW 105th Court in the City of Doral, Florida that is within the District's boundaries (the "EHOFF Property").

3. The District and EHOFF entered into a certain Agreement for Water and Sanitary Sewer Facilities with Miami-Dade County ("County"), dated June 16, 2015, recorded in Book 29663, Page 4427 of the Official Records of Miami-Dade County, Florida, pursuant to which the County agreed to provide water and sewer services to the EHOFF Property (the "Services Agreement").

4. EHOFF, at its sole cost and expense, has constructed certain water and sewer improvements at the EHOFF Property (the "Improvements") to serve a new phase of residential apartments under construction at the EHOFF Property, and EHOFF now desires to convey the Improvements to the County as contemplated in the Services Agreement.

5. To accept the Improvements, the County is requiring that the District and EHOFF, as the parties to the Services Agreement, each execute a certain Absolute Bill of Sale and a certain Final Waiver and Release of Lien, substantially in the form attached to this Agreement as **Exhibit "A"**, pursuant to which the Parties convey the Improvements to the County and make certain covenants, representations, and warranties in the County's favor (collectively, the "Conveyancing Documents").

6. Since the District does not own the Improvements and did not have any involvement in their funding or construction, the Parties desire to enter into this Agreement to allow the District to execute the Conveyancing Documents in reliance on EHOFF's representations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Recitals. The recitals to this Agreement are true and correct and are incorporated into and form an integral part of this Agreement.

2. Indemnity. EHOFF hereby agrees to indemnify, defend, and hold the District harmless from any liability, losses, and damages (including reasonable attorneys' fees) (collectively, "Losses"), which the District actually incurs as a result of any claims, demands, suits, or proceedings (collectively, "Legal Proceedings") brought by the County against the District solely due to EHOFF's breach of any covenant, representation, or warranty made in the Conveyancing Documents, but excluding any Losses arising out of, relating to, or resulting from the District's gross negligence or willful misconduct. The District acknowledges and agrees that its right to indemnification under this Section 2 is the District's sole and exclusive remedy against EHOFF with respect to any and all Losses relating to the Conveyance Documents, but nothing in this Agreement is intended to limit the District's right to seek any equitable relief to which the District is entitled.

3. Obligation to Notify. The District must promptly notify EHOFF in writing of the initiation of any Legal Proceeding or any other circumstance that can give rise to any Losses within the scope of this Agreement. The District agrees to deliver such written notice to EHOFF as soon as practicable, but in no event later than three (3) business days after the date the District is first notified or becomes aware of any such Legal Proceeding or other circumstance.

4. Term. This Agreement is valid commencing upon the District's delivery to EHOFF of three (3) fully executed originals of the Conveyancing Documents in the form attached to this Agreement as Exhibit "A", and will terminate and be of no further force or effect automatically and immediately upon the occurrence of any of the following: (a) EHOFF determines, in its sole discretion, not to convey the Improvements to the County; (b) the County agrees to release the District from all or part of the Services Agreement such that the District is no longer required to execute the Conveyancing Documents; (c) the County otherwise agrees not to require the District to execute the Conveyancing Documents; (d) the Parties execute a written instrument terminating this Agreement.

5. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including email) and shall be sent to all persons listed below through one of the following methods (as elected by the person giving such notice): (i) by hand delivery; (ii) by e-mail delivery (except that any notice sent by the District pursuant to Section 3 of this Agreement by email shall also be sent in hard copy through one of the other methods specified in this Section); (iii) by Federal Express or another reliable overnight courier service for next day delivery; or (iv) by United States mail, registered or certified mail, postage prepaid, return receipt requested. Each Party may change the persons to whom notices should be sent on their behalf by delivering written notice of such change to the other Party in accordance with this Section.

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.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis E. Lyles, Esq.
Email: dlyles@bclmr.com

AS TO EHOFF: EHOFF Congress Doral, LLC
2000 Avenue of the Stars, 11th Floor
Los Angeles, California 90067
Attention: Robin Potts, Maria Stamolis, and
CPRE Legal Department
Email: rpotts@CanyonPartners.com
mstamolis@CanyonPartners.com
CPRELegal@CanyonPartners.com

EHOFF Congress Doral, LLC
300 South Grand Avenue, 9th Floor
Los Angeles, California 90071
Attn: David Gan, General Counsel
Email: David.Gan@aecom.com

EHOFF Congress Doral, LLC
100 Park Avenue, 6th Floor
New York, New York 10017
Attn: Timothy Haskin
Email: Timothy.Haskin@aecom.com

With a copy to: Akerman LLP
Three Brickell City Centre
98 SE 7th Street, Suite 1100
Miami, Florida 33131
Attention: Kristofer D. Machado, Esq.
Email: kristofer.machado@akerman.com

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

6. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Florida, without regard to conflict-of-laws principles that would require the application of any other law. The Parties agree that the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida shall have exclusive jurisdiction to enforce and/or interpret any of the terms and conditions of this Agreement.

7. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, such provision shall be severed from this Agreement and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remaining provisions and obligations of this Agreement will remain operative and binding on the Parties.

8. WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR IN RESPECT OF ANY COURSE OF CONDUCT, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT.

9. Further Assurances. The Parties agree to cooperate with each another to carry out the purposes and intent of this Agreement, and, without limiting the generality of the foregoing, specifically agree to execute such further instruments and do such further acts and things as the County may require to approve the District's release from the Services Agreement if so desired by EHOF.

10. Successors and Assignment. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of EHOF and the 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; provided, however, that EHOF may, in its sole discretion, freely assign its rights and delegate its obligations under this Agreement at any time, in whole or in part, to any subsequent owner(s) of all or any part or phase of the EHOF Property.

11. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties. Nothing in this Agreement, whether expressed or implied, is intended nor shall be construed to confer upon anyone other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

12. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, but all of which such counterparts shall together constitute but one and the same instrument. Electronic signatures are valid and binding for all purposes.

13. Entire Agreement. This Agreement sets forth the entire agreement between the Parties relating to its subject matter, and there are no other agreements or understandings between them.

[Signatures follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

ATTEST:



Print Name: Daniel Rem
Secretary/Vice-Secretary

LANDMARK AT DORAL
COMMUNITY DEVELOPMENT
DISTRICT

By: 

Print Name: Teresa Baluja
Chair/Vice-Chair

EHOF CONGRESS DORAL, LLC,
a Florida limited liability company

By: _____

Name: Jonathan M. Kaplan

Title: Authorized Signatory

Exhibit "A"

Absolute Bill of Sale & Final Waiver and Release of Lien

[Attached]

ABSOLUTE BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, EHOFCONGRESS DORAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, and LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED PURSUANT TO CHAPTER 190, F.S., hereinafter called GRANTOR which term shall include the singular or plural as the context shall require, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid and delivered by MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the GRANTEE, its successors and assigns, the following:

All water and sewer facilities built and constructed to serve Landmark South Phase 2, DW 2016-073 & DS 2016-536, ID# 22402 located in Section 17-53-40, Miami-Dade County, Florida, as shown on Exhibit "A" attached hereto and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns forever. GRANTOR does covenant to and with the GRANTEE, its successors and assigns, that GRANTOR is the lawful owner of the above described; that said property is free from all encumbrances; that GRANTOR has good right to sell the same aforesaid; that the GRANTOR will warrant and defend the sale of the said property unto the GRANTEE, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 4th day of June, 2021.

WITNESSETH:

[Signature]
Signature

James Spradling
Print Name

[Signature]
Signature

MICHAEL F. POULIN
Print Name

EHOFCONGRESS DORAL, LLC,
a Florida limited liability company

By: [Signature]
Signature of Authorized Signatory

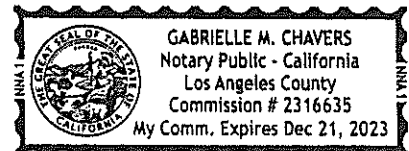
Jonathan M. Kaplan
Print Name

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.:
COUNTY OF LOS ANGELES)

Subscribed and sworn to (or affirmed) before me on this 4th day of June, 2021, by Jonathan M. Kaplan, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Gabrielle M. Chavers (Seal)



IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this _____ day of _____, 20__.

WITNESSETH:

Nicole M. Agon
Signature

NICOLE M. AGON
Print Name

Emily Mesa
Signature

Emily Mesa
Print Name

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED PURSUANT TO CHAPTER 190, F.S.

By: [Signature]
Signature
Teresa Baluja
Print Name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 7 day of June, 2021 by Teresa Baluja who is personally known to me or has/has not produced _____ as identification and did/did not take an oath.

[Signature]
NOTARY PUBLIC

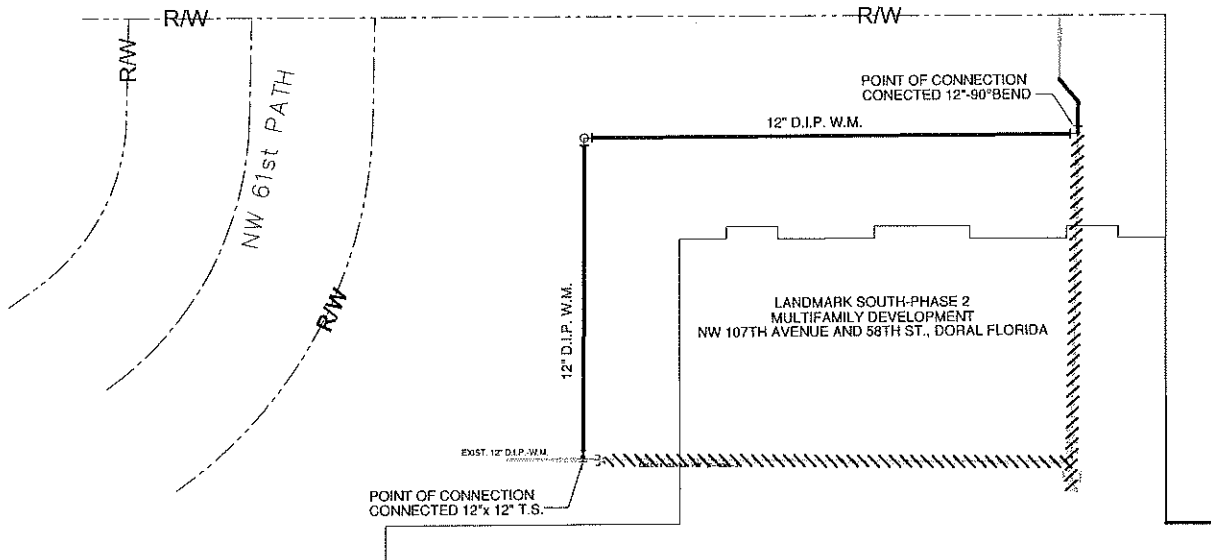
Alana Fernandez
PRINT NAME

#HH 131172
SERIAL NUMBER





SCALE: N.T.S.
 MIAMI-DADE COUNTY
 (S-17),(T-53S),(R-40E)



- THIS IS NOT A SURVEY
 - THIS IS NOT AN AS-BUILT

LEGEND

WATER MAIN - EXISTING	—	DUAL SERVICE	—
WATER MAIN - NEW	—	2" SERVICE	—
GATE VALVE / BUTTERFLY VALVE - EXISTING	⊗	4" SERVICE	■
GATE VALVE / BUTTERFLY VALVE - NEW	⊗	TURBINE METER	▨
TAPPING SLEEVE & VALVE	⊗	FIRE HYDRANT ASSEMBLY	⊙
SINGLE SERVICE	—	FIRELINE	—

WATER FACILITIES EXHIBIT "A" OF ABSOLUTE BILL OF SALE

PROJECT NAME: LANDMARK SOUTH-PHASE 2

PROJECT LOCATION: NW 107TH AVENUE AND 58TH ST., DORAL FLORIDA

CONTRACTOR: SOLUTION CONSTRUCTION, INC.

DATE: 2-6-2019

AGREEMENT ID #: 22402

: DW-2016-073

EXHIBIT B



Miami-Dade Water and Sewer Department
Water Bill of Materials/Cost Breakdown For Distribution Projects

Agreement ID#

22402

WB/DW:

DW 2016-073

Project Name:

Landark South - Phase 2

Project Location:

Nw 107 Avenue and 58th St

Contractor:

Solution Construction, Inc

Inspector:

Edward Trainor

	TYPE/Material	SIZE	Quantity	Minimum Unit Cost	Actual Unit Cost	Total Cost
**Local Water Main incl/Fittings DISTRIBUTN	D.I.P.	6"	L.F.	\$60.00		
	D.I.P.	8"	L.F.	\$70.00		
	D.I.P.	12"	197 @ L.F.	\$80.00	\$ 80.00	\$15826.40
	D.I.P.	16"	L.F.	\$130.00		
**Regional Water Main incl/Fittings DISTRIBUTN	D.I.P.	24"	L.F.	\$140.00		
	D.I.P.	36"	L.F.	\$210.00		
Valves: DISTRIBUTN	Gate/Tapping	6"	Each	\$600.00		
	Gate/Tapping	8"	Each	\$920.00		
	Gate/Tapping	12"	1 Each	\$2,300.00	\$ 2300.00	\$ 2300.00
	Gate/Tapping	18"	Each	\$5,100.00		
Water Service: DISTRVSVC	Single	1"	Each	\$1,800.00		
	Dual	1"	Each	\$1,900.00		
	2" Service	2"	Each	\$2,300.00		
	4" Service	4"	Each	\$3,300.00		
	Turbo	4"	Each	\$11,500.00		
	Turbo	6"	Each	\$11,800.00		
	Turbo	8"	Each	\$12,100.00		
	Turbo	10"	Each	\$12,400.00		
Fireline Lateral: DISTRVSVC	D.I.P.	4"	Each	\$3,200.00		
	D.I.P.	6"	Each	\$3,500.00		
	D.I.P.	8"	Each	\$5,900.00		
Fire Hydrant: DISTRHYDR	D.I.P.	6"	Each	\$3,900.00		
Bond Amount (WASD) \$4,531.60				Total Project Cost \$		\$ 98,126.40

*Restoration and labor must be included in unit costs

**Regional:- WM 24-inches or greater Local:- WM less than 24-inches

The back of this document may be used to write in additional information, if needed
Certified by Contractor:

Signature:

Print:

Lain Ruiz

Company:

Solution Construction, Inc

Title:

Director of Operations

Date: 08.08.19

Type, size & quantity inspected by:

Signature:

Print:

Peter Oliva

Date: 04/01/2021

Received by New Business Rep:

Signature:

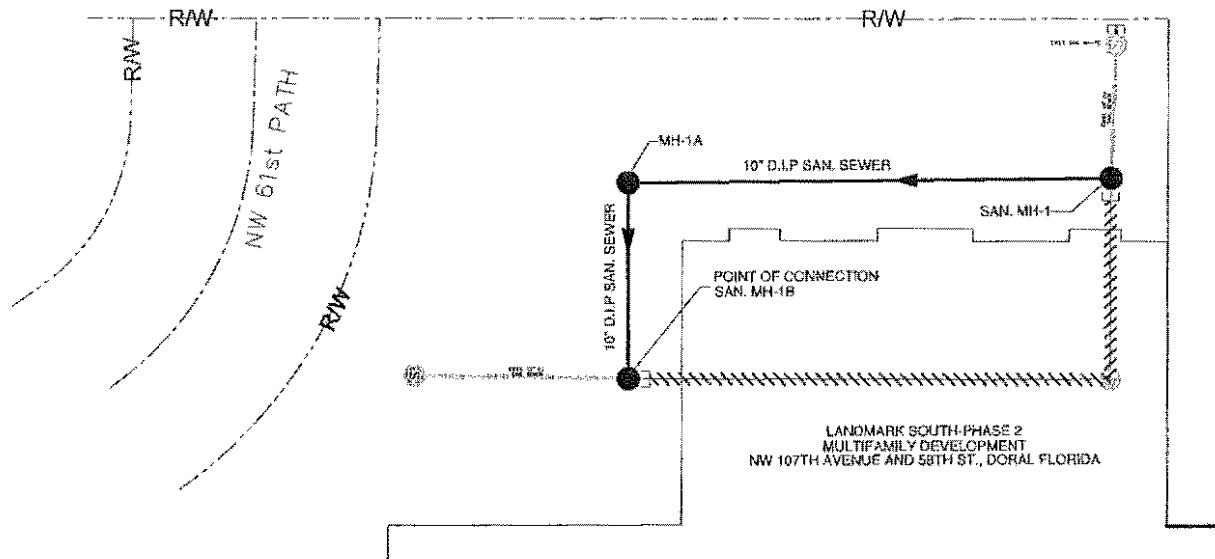
Print:

Dan del Mazo

Date: 4/5/21



SCALE: N.T.S.
 MIAMI-DADE COUNTY
 (S-17),(T-53S),(R-40E)



-THIS IS NOT A SURVEY
 -THIS IS NOT AN AS-BUILT

LEGEND

GRAVITY MAIN / FORCE MAIN - EXISTING -	TAPPING SLEEVE & VALVE -	
GRAVITY MAIN / FORCE MAIN - NEW -	CHECK VALVE BURIED -	
MANHOLE - EXISTING -	CHECK VALVE IN MANHOLE -	
MANHOLE - NEW -	PUMP STATION -	
SEWER LATERAL -	GENERATOR HOUSING -	
GATE VALVE / PLUG VALVE - EXISTING -	GENERATOR -	
GATE VALVE / PLUG VALVE - NEW -		

SEWER FACILITIES EXHIBIT "A" OF ABSOLUTE BILL OF SALE

PROJECT NAME: LANDMARK SOUTH-PHASE 2

PROJECT LOCATION: NW 107TH AVENUE AND 58TH ST., DORAL FLORIDA

CONTRACTOR: SOLUTION CONSTRUCTION, INC

DATE: 2-6-2019

AGREEMENT ID #: 22402

: DS-2018-538

EXHIBIT B



Miami-Dade Water and Sewer Department
Wastewater Bill of Materials / Cost Breakdown For Donation Projects

Agreement ID#: 2.2402 SB/DS: DS 2016-536
 Project Name: Landmark South - Phase 2
 Project Location: Nw 107 Avenue @ 58th St
 Contractor: Solution Construction, Inc.
 Inspector: Edward Trainor

	TYPE/Material	SIZE	Quantity	Minimum Unit Cost	Actual Unit Cost	Total Cost
Gravily Sewer Mains SSSTRGRAV	PVC / D.I.P.	8"	L.F.	\$26.00 / \$191.00		
	PVC / D.I.P.	10"	105.35 L.F.	\$38.00 / \$208.00	\$208.00	\$34,392.80
	PVC / D.I.P.	12"	L.F.	\$45.00 / \$225.00		
Service Laterals: SSSTRLATER	PVC / D.I.P.	6"	Ea.X	L.F.	\$60.00 / \$200.00	
Manholes: SSSTRGRAV	Precast Conc.		3 Each.	\$7,200.00	\$ 7200.00	\$ 21600
**Local Force Mains: SSSTRFMLOC	D.I.P.	4"	L.F.	\$55.00		
	D.I.P.	6"	L.F.	\$60.00		
	D.I.P.	8"	L.F.	\$70.00		
	D.I.P.	12"	L.F.	\$90.00		
**Local Pump Station: PSSTRLOCAL PSEQPLOC	Structure		Ea.	\$42,000.00		
	Equipment		Ea.	\$277,000.00		
*Regional Force Main: SSSTRFMREG	D.I.P.	16"	L.F.	\$200.00		
	D.I.P.	20"	L.F.	\$250.00		
	D.I.P.	24"	L.F.	\$300.00		
*Regional Pump Station: PSSTRREGNL PSEQPREG	***Structure		Ea.	\$203,000.00		
	***Equipment		Ea.	\$307,000.00		
Housing & Generator: PLEQPPWRPD			125 KW	\$58,000.00		
Valves: SSSTRFMLOC	Plug	6"	Ea.	\$2,230.00		
	Plug	8"	Ea.	\$3,000.00		
	Plug	12"	Ea.	\$4,750.00		
	Plug	16"	Ea.	\$5,000.00		
Bond Amount (WASD) \$ 27,996.40				Total Project Cost \$		\$55,992.80

*Regional :- Sewer pump stations serving several neighborhoods with other stations pumping to it & force mains to Treatment Plant.
 **Local:- gravity systems, lift stations & small pump stations in local areas, force mains carrying flows from lift stations to regional.
 ***Equipment:- pump, motor/engine, piping, valves, electrical lines, switches, hoist, ect. Structure:- wells & support for equipment

The back of this document may be used to write in additional information if needed.

Certified by Contractor: Signature: [Signature] Company: Solution Construction, Inc
 Date: 08-08-19 Print: Lain Ruiz Title: Director of Operations

Type, size & quantity Inspected by: Signature: [Signature]
 Date: 04/01/2020 Print: Peter Oliva

Received by New Business Rep: Signature: [Signature]
 Date: 4/5/21 Print: Dan del Mazo

FINAL WAIVER AND RELEASE OF LIEN - DEVELOPER

Jonathan M. Kaplan, having been duly sworn, deposes and says as follows, To wit:

1. I am an Authorized Signatory of EHOFF Congress Doral, LLC, a Florida Limited Liability Company, and Teresa Baluja as Chair of LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED PURSUANT TO CHAPTER 190, F.S., (hereinafter called "the Developer"), with the right to execute this final waiver and release of lien.

2. For the consideration of amount of ten dollars (\$10.00), the Developer hereby waives and releases all liens, lien rights, claims or demands of every kind whatsoever which the Developer now has on the construction of certain donated improvements, situated in Miami Dade County, Florida, described as:

All water & sewer facilities built, constructed and installed to serve Landmark South Phase 2, DW 2016-073 & DS 2016-536, ID# 22402 located in Section 17-53-40, Miami Dade County, Florida, as shown on Exhibit "A" attached hereto and made a part hereof as more particularly described on Exhibit "B" attached hereto and made a part hereof.

3. Developer understands that this is a waiver and release of lien which the Developer has against the facilities described herein. Developer acknowledges that it has been paid in full for all work related to the water & sewer facilities described above.

4. Payments in full have heretofore been paid by the Developer to all persons, firms and corporations supplying labor, materials, equipment and supplies, used directly or indirectly by the Developer, or any subcontractor in the prosecution of the work provided on water & sewer facilities described herein.


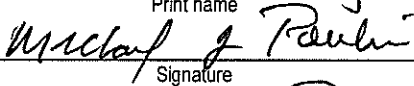
5. There are no claims, demands or liens of any kind attributable to any action taken by the Developer in connection with the work described above which would cause, create or constitute a charge or lien against said Miami-Dade County or the Members of the Board of County Commissioners.

6. The undersigned warrants that no assignment of liens or claims, nor the right to perfect a lien, such as the Notice to Owner provision under Section 713.06 (2)(a) of the Florida Statutes, against improvements described or listed herein, has been or will be made, and that no claims are outstanding by subcontractors and/or vendors to the Developer.

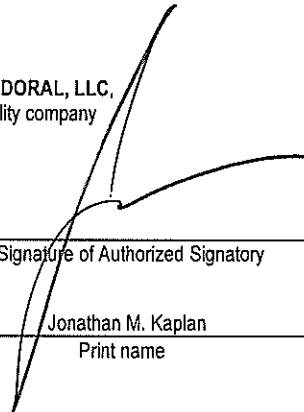
7. The Developer hereby agrees to indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of work by the Developer or its employees, agents, servants, partners, principals, contractors or subcontractors. Developer hereby agrees to pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

8. Developer hereby waives and releases all claims of any sort as it may have against Miami-Dade County, at law or equity, arising out of the construction of the above water & sewer improvements.

WITNESSETH:


Signature
James Spradling
Print name

Signature
MICHAEL F. POULIN
Print name

EHOFF CONGRESS DORAL, LLC,
a Florida limited liability company

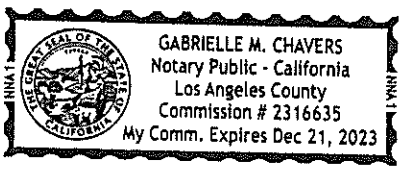
By: 
Signature of Authorized Signatory
Jonathan M. Kaplan
Print name

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.:
COUNTY OF LOS ANGELES)

Subscribed and sworn to (or affirmed) before me on this 4th day of June, 2021, by Jonathan M. Kaplan, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Gabrielle M. Chavers (Seal)



WITNESSETH:

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED PURSUANT TO CHAPTER 190, F.S.

Nicole M. Agon
Signature

NICOLE M. AGON
Print name

Emily Mesa
Signature

Emily Mesa
Print name

By: [Signature]
Signature

Teresa Baluja
Print Name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 7 day of June, 2021 by Teresa Baluja, who is personally known to me or has/hasn't produced _____ as identification and did/did not take an oath.

[Signature]
NOTARY PUBLIC

Alana Fernandez
Print name

#HH 131172
SERIAL NUMBER



**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

12

**SECOND AMENDMENT TO
MAINTENANCE AND PARKING ENFORCEMENT AGREEMENT**

THIS SECOND AMENDMENT TO MAINTENANCE AND PARKING ENFORCEMENT AGREEMENT (the "Amendment") is entered into this 9th day of June, 2021, by and between:

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Doral, Miami-Dade County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"); and

LANDMARK AT DORAL HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is: 730 NW 107th Avenue, Suite 300, Miami, Florida 33172 (the "Association").

WITNESSETH:

WHEREAS, District and Association entered into that certain Maintenance and Parking Enforcement Agreement, dated May 18, 2018, as amended by the First Amendment to Maintenance and Parking Enforcement Agreement, dated May 14, 2019 (collectively, the "Maintenance Agreement"), providing, among other things, for the maintenance of certain District Improvements, as such term is defined in the Maintenance Agreement; and

WHEREAS, District and Association now desire to (a) update the Revised Exhibit "A", so that all parcels identified on page 2 of the Revised Exhibit "A" conform with that which is listed on page 1 of the Revised Exhibit "A"; and (b) update the Services to be provided as described in Revised Exhibit "B" of the Maintenance Agreement to include additional items and improvements as such improvements are completed, conveyed to, and accepted by the District; and

NOW, THEREFORE, District and Association hereby declare as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Revised Exhibit "A" of the Maintenance Agreement is hereby replaced in its entirety with the Second Revised Exhibit "A" attached hereto and made a part hereof.
3. Revised Exhibit "B" of the Maintenance Agreement is hereby replaced in its entirety with the Second Revised Exhibit "B" attached hereto and made a part hereof.

4. As amended hereby, the Maintenance Agreement shall remain in full force and effect. In the event of any conflict between the provisions of the Maintenance Agreement and the provisions of this Amendment, the provisions of this Amendment shall prevail.

5. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts will constitute one Amendment. The signature of any party to any counterpart may be appended to any other counterpart.

IN WITNESS WHEREOF, the District and the Association have executed this Amendment on the date stated above.

ATTEST:

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

Print name: _____
Secretary/Vice-Secretary

By: _____
Print name: _____
Chair/Vice-Chair

_____ day of _____, 2021

WITNESSES:

LANDMARK AT DORAL HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Nicolu M. Agon
Print Name: NICOLU M. AGON
EM
Print Name: Emily mesa

By: [Signature]
Name: VANESSA DEJAZ
Title: VP

(CORPORATE SEAL)


9th day of June, 2021

4. As amended hereby, the Maintenance Agreement shall remain in full force and effect. In the event of any conflict between the provisions of the Maintenance Agreement and the provisions of this Amendment, the provisions of this Amendment shall prevail.

5. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts will constitute one Amendment. The signature of any party to any counterpart may be appended to any other counterpart.

IN WITNESS WHEREOF, the District and the Association have executed this Amendment on the date stated above.

ATTEST:



Print name: Daniel Rom
Secretary/Vice-Secretary

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:

By: _____
Print name: Teresa Baluja
Chair/Vice-Chair

8 day of July, 2021

WITNESSES:

LANDMARK AT DORAL HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

(CORPORATE SEAL)

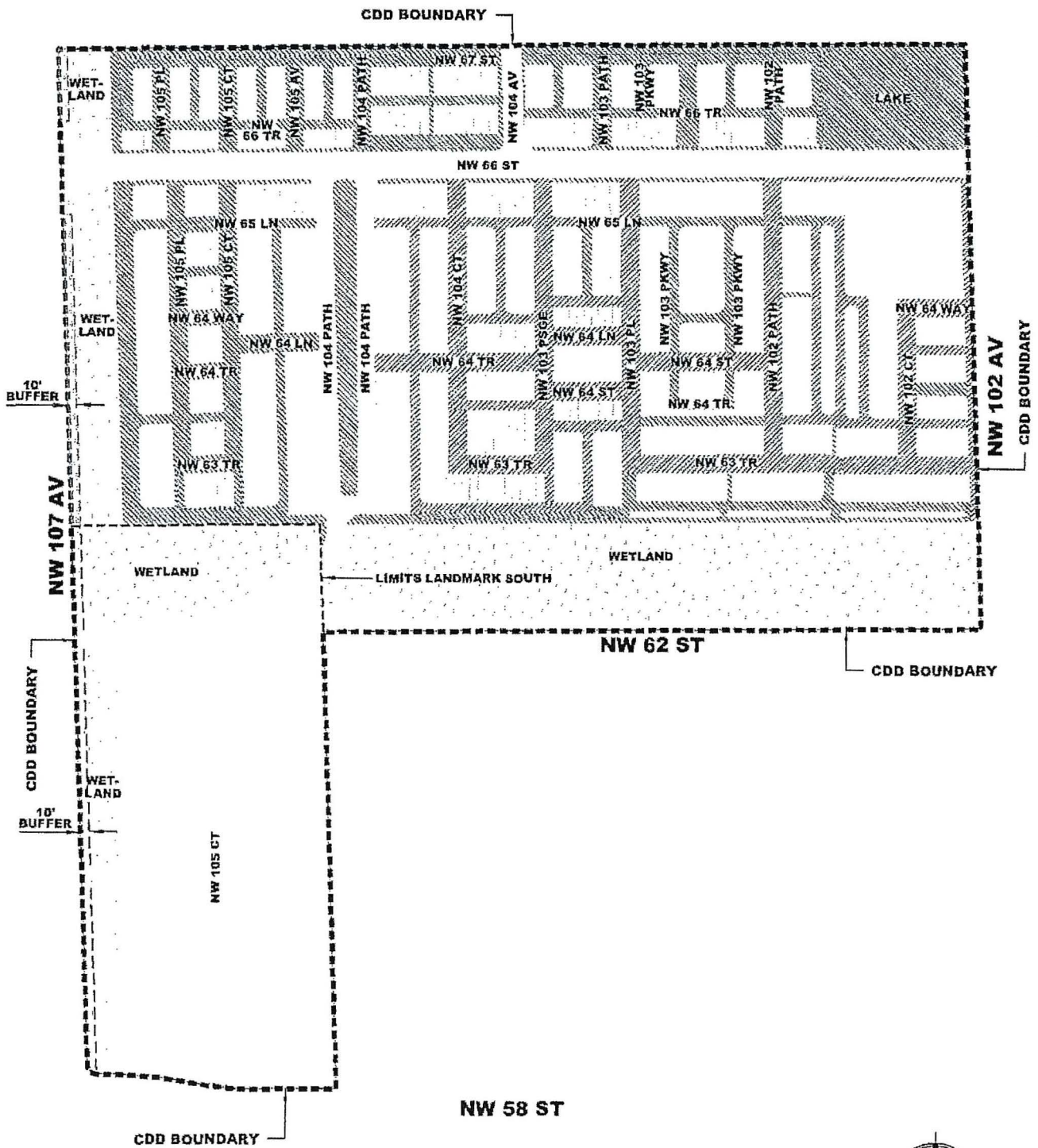
_____ day of _____, 2021

**SECOND REVISED EXHIBIT "A"
TO MAINTENANCE AGREEMENT**

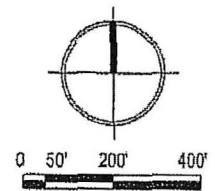
Description of Improvements and Location of Improvements

Exhibit A
Improvements Location, Description, and Quantities

Improvement Location			Landmark at Doral HOA, Inc. Maintenance Quantities			
Folio #	Tract Name, Plat Book and Page	Construction Plans Title	Landscaping, Irrigation and Landscape Lighting (\$Y)	10' Wide Buffer by 107 Ave (\$Y)	Concrete Sidewalks & Curbs and Gutters (\$Y)	Lake Water Surface (\$Y)
35-3017-038-5150	Tract G, 170-059	Landmark at Doral	1,889		171	
35-3017-038-4890	Tract G, 170-059	Landmark at Doral	3,385		14	
35-3017-038-4840	Tract B, 170-059	Landmark at Doral	2,464		2,375	
35-3017-038-4930	Tract K, 170-059	Landmark at Doral			101	
35-3017-038-4920	Tract J, 170-059	Landmark at Doral			101	
35-3017-038-4910	Tract I, 170-059	Landmark at Doral			101	
35-3017-038-4900	Tract F, 170-059	Landmark at Doral			64	
35-3017-038-4880	Tract F, 170-059	Landmark at Doral		240		
35-3017-038-4870	Tract E, 170-059	Landmark at Doral		1,000		
35-3017-038-5290	Tract U1, 170-059	Landmark at Doral	4,188		21	
35-3017-038-4830	Tract A, 170-059	Landmark at Doral	6,060		4,363	
35-3017-038-5000	Tract R, 170-059	Landmark at Doral	215			
35-3017-038-4990	Tract Q, 170-059	Landmark at Doral	222			
35-3017-038-5010	Tract S, 170-059	Landmark at Doral	64			
35-3017-038-5000	Tract V1, 170-059	Landmark at Doral	53		41	
35-3017-038-5020	Tract T, 170-059	Landmark at Doral	5,351		219	
35-3017-038-5270	Tract S1, 170-059	Landmark at Doral	1,361			
35-3017-038-4860	Tract D, 170-059	Landmark at Doral	3,638		5,409	
35-3017-038-5030	Tract U, 170-059	Landmark at Doral			220	
35-3017-038-5140	Tract F1, 170-059	Landmark at Doral			216	
35-3017-038-5130	Tract E1, 170-059	Landmark at Doral			216	
35-3017-038-5120	Tract D1, 170-059	Landmark at Doral			392	
35-3017-038-5200	Tract L1, 170-059	Landmark at Doral				
35-3017-038-5250	Tract Q1, 170-059	Landmark at Doral	171		200	
35-3017-038-4950	Tract M, 170-059	Landmark at Doral			45	
35-3017-038-4960	Tract Q1, 170-059	Landmark at Doral			45	
35-3017-038-4940	Tract L, 170-059	Landmark at Doral			90	
35-3017-047-1180	Tract Q, 172-088	Central	237			
35-3017-047-1170	Tract P, 172-088	Central			92	
35-3017-047-1140	Tract M, 172-088	Central			315	
35-3017-047-1130	Tract L, 172-088	Central			130	
35-3017-047-1110	Tract J, 172-088	Central	3,222		811	
35-3017-047-1120	Tract K, 172-088	Central	49			
35-3017-047-1070	Tract F, 172-088	Central	1,211		359	
35-3017-047-1050	Tract D, 172-088	Central	521		51	
35-3017-047-1080	Tract G, 172-088	Central			261	
35-3017-047-1040	Tract C, 172-088	Central	65		7	
35-3017-047-1090	Tract H, 172-088	Central	102			
35-3017-047-1020	Tract A, 172-088	Central	98		292	
35-3017-047-1030	Tract B, 172-088	Central			95	
35-3017-047-1060	Tract E, 172-088	Central			94	
35-3017-047-1340	Tract G1, 172-088	Central	419			
35-3017-047-1200	Tract S, 172-088	Central	648		256	
35-3017-047-1310	Tract D1, 172-088	Central			55	
35-3017-047-1280	Tract A1, 172-088	Central	95			
35-3017-047-1260	Tract Y, 172-088	Central			22	
35-3017-047-1160	Tract O, 172-088	Central	700		200	
35-3017-047-1150	Tract N, 172-088	Central	500		150	
35-3017-040-3270	Tract J3, 171-026	First Addition	765			
35-3017-040-3260	Tract I3, 171-026	First Addition	874		112	
35-3017-040-3280	Tract K3, 171-026	First Addition	42		54	
35-3017-040-3240	Tract G3, 171-026	First Addition	1,049		1,242	
35-3017-040-3230	Tract F3, 171-026	First Addition	174		49	
35-3017-040-3100	Tract S2, 171-026	First Addition	1,710		4,847	
35-3017-040-3290	Tract L3, 171-026	First Addition	400			
35-3017-040-3310	Tract N3, 171-026	First Addition				
35-3017-040-3300	Tract M3, 171-026	First Addition	252		6	
35-3017-040-3330	Tract P3, 171-026	First Addition	64			
35-3017-040-3050	Tract N2, 171-026	First Addition	3,304			9,876
35-3017-040-3060	Tract O2, 171-026	First Addition			575	
35-3017-040-3370	Tract T3, 171-026	First Addition	157		172	
35-3017-040-3420	Tract Y3, 171-026	First Addition	863			
35-3017-040-3410	Tract X3, 171-026	First Addition	730			
Quantities Totals Rounded-up to Nearest 100			45,500	1,300	24,700	9,900



ALVAREZ ENGINEERS, INC.
 LANDMARK AT DORAL C.D.D.
IMPROVEMENTS LOCATION MAP



**SECOND REVISED EXHIBIT “B”
TO MAINTENANCE AGREEMENT**

Description of Maintenance Services

Routine, regular, and necessary maintenance and repair of the Improvements, including but not limited to, aquatics maintenance, landscape material, landscape lighting, and irrigation facilities maintenance, including, but not limited to, mowing the grassed areas, trimming, edging, removing weeds, wet checks, lighting repairs and bulb replacement, irrigation repairs, replacement of irrigation lines and heads, herbicides and pesticide application, tree trimming, routine and regular maintenance of mitigation areas, including, but not limited to removal of exotics per applicable permits, routine and regular inspection, maintenance, and pressure cleaning of sidewalks, curbs, and gutters, routine and regular maintenance of the entrance features, including but not limited to fountains, monuments and signage, and regular trash and debris removal and disposal from all lands described in this exhibit and in the Second Revised Exhibit “A.” In addition, upon the District’s acquisition of the bike path and bike path fencing within the boundaries identified as the Association’s jurisdictional limits, the Association shall provide for regular and routine maintenance and cleaning of said bike path and bike path fencing (including the trimming and removal of landscape material to the extent the same intrudes upon the bike path and bike path fencing).

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

13A

AS-BUILT CERTIFICATION AND REQUEST FOR CONVERSION TO OPERATION PHASE

Instructions: Complete and submit this page within 30 days of completion of the permitted activities, as required by the permit conditions. **Any components of the permitted activities that are not in substantial conformance with the permit must be corrected or a modification of the permit will be required in accordance with Rule 62-330.315, Florida Administrative Code (F.A.C.).** The operation phase of the permit is effective when the construction certification for the entire permit/application is approved by the Agency. If the final operation and maintenance entity is not the permittee, the permittee shall operate the system, works or other activities temporarily until such time as the transfer to the operation entity is finalized (use Form 62-330.310(2)).

Permit No.: 13-02759-P-03	Application No(s). 151215-11	Permittee: LENNAR HOMES, LLC
Project Name: LANDMARK AT DORAL - FPL PATROL ROAD/BIKE PATH AND NW 62		Phase (if applicable): N/A

I HEREBY CERTIFY THAT (please choose accurately and check only one box):

- I hereby notify the Agency of the completion of construction of all the components of the system, works or other activities for the above referenced project and certify that it has been constructed in substantial conformance with the plans specifications and conditions permitted by the Agency. Any minor deviations will not prevent the system from functioning in compliance with the requirements of Chapter 62-330, F.A.C. Attached is documentary evidence of satisfaction of any outstanding permit conditions, other than long term monitoring and inspection requirements.
- At the time of final inspection, the works or activities were NOT completed in substantial conformance with the plans and specifications permitted by the Agency. (The registered professional shall describe the substantial deviation(s) in writing, and provide confirming depiction on the as-built drawings and information.)

If there were substantial deviations, plans must be submitted clearly labeled as "as-built" or "record" drawings reflecting the substantial deviations. If there are no substantial deviations, do not submit "as built" drawings.

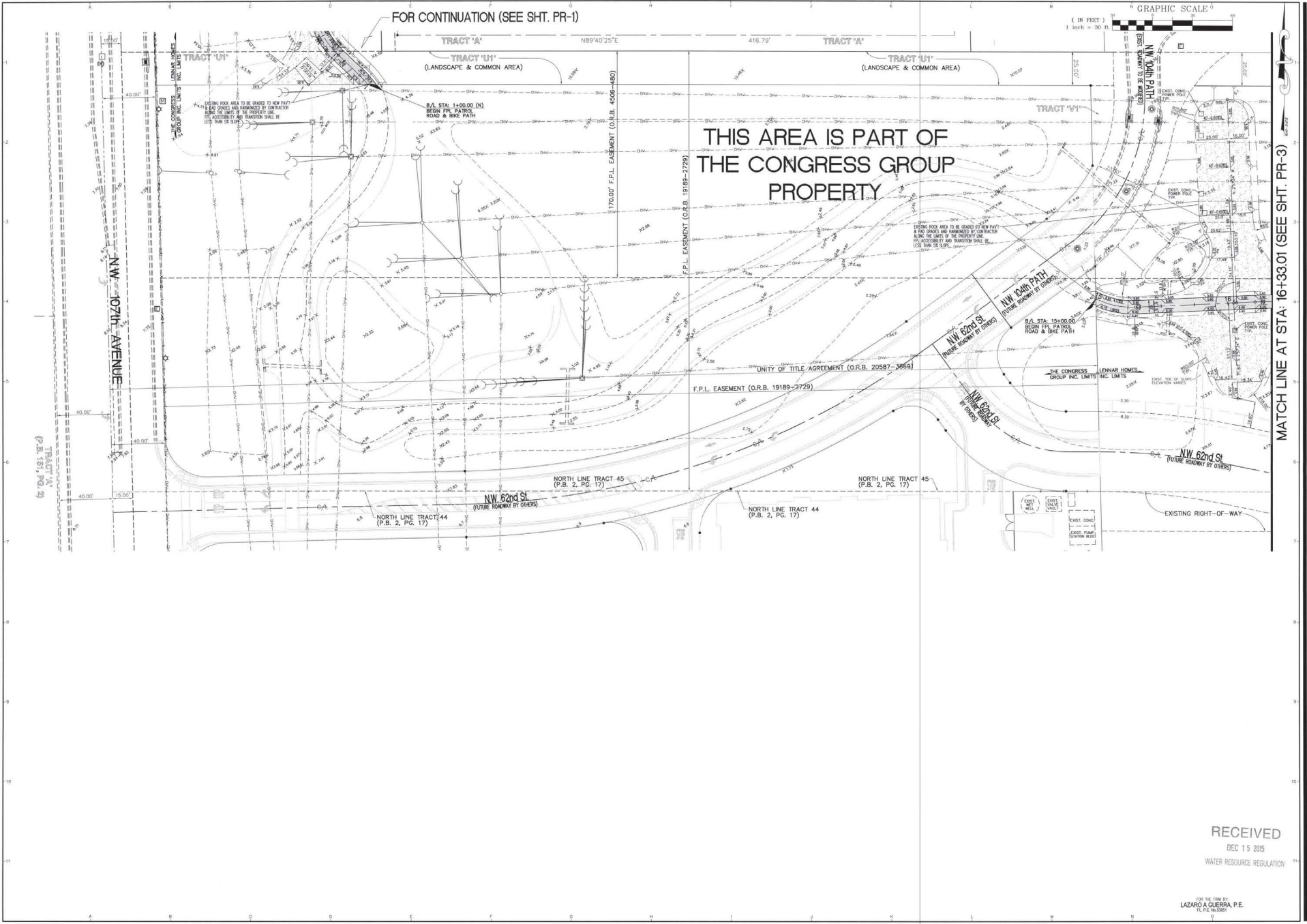
For activities that require certification by a registered professional:

By: _____	<div style="text-align: center;">  </div> _____ Print Name Miguel Hernández _____ Company Name Ford Engineers, Inc. _____ Company Address 1950 NW 94th Avenue Doral, FL 33172	_____ Fla. Lic. or Reg. No 65503 _____ Date <div style="text-align: center; color: blue; font-weight: bold;">APR 29 2020</div>
-----------	--	--

For activities that do not require certification by a registered professional:

By: _____	_____ Print Name _____ Company Name _____ Company Address	_____ Date
-----------	--	---------------





FORD ENGINEERS, INC.
 1950 N.W. 84th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-8472
 FAX (305) 477-2625

REGISTERED PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 ENGINEERING NO. 12487
 EXPIRES 12/31/2018
 FORD ENGINEERS, INC.
 1950 N.W. 84th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-8472
 FAX (305) 477-2625

RECORD OF REVISION

NO.	DATE	DESCRIPTION
1.	5/15/15	REVISED DRAWING BASE BUSINESS TO FINANCE AND 1" TIME 5-4 (UP-1.5), TP

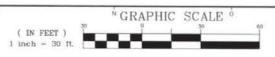
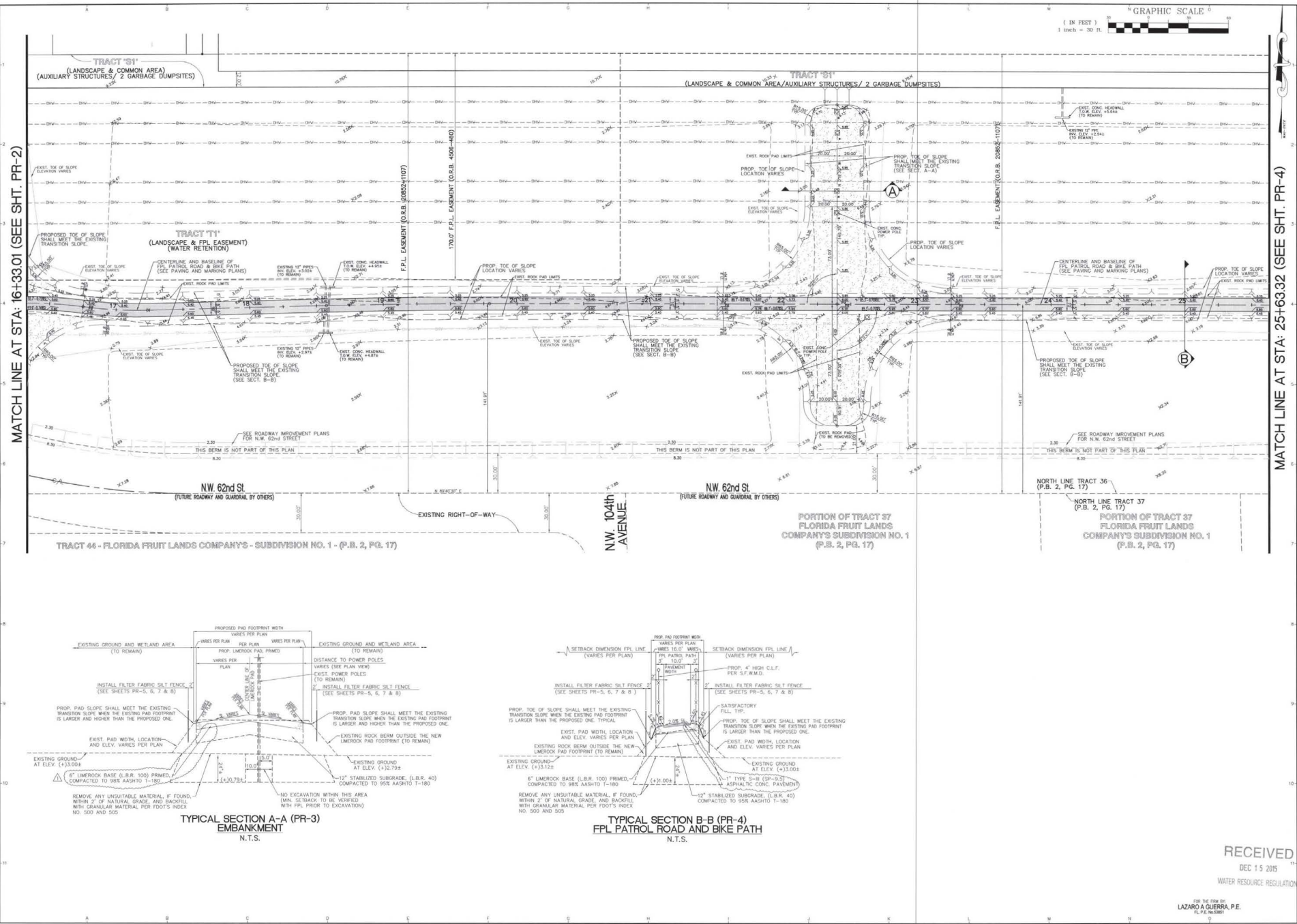
EPL PATROL ROAD AND BIKE PATH
 TYPE OF PROJECT: GRADING AND GEOMETRY PLAN
 CLIENT: LENNAR HOMES, LLC
 PROJECT ADDRESS: 16th AVE SW, MIAMI, FLORIDA 33135
 CITY OF MIAMI, FLORIDA

SCALE: AS SHOWN
 DESIGNED BY: L. GUERRA
 DRAWN BY: M. PERAL
 CHECKED BY: L. GUERRA
 DATE: 05/15/15
 PROJECT NO: 13-024/8290

PR-2
 3 of 10

RECEIVED
 DEC 15 2015
 WATER RESOURCE REGULATION

FOR THE FIRM BY:
 LAZARO A GUERRA, P.E.
 FL. P.E. NO. 16358



MATCH LINE AT STA: 16+33.01 (SEE SHT. PR-2)

MATCH LINE AT STA: 25+63.32 (SEE SHT. PR-4)



FORD ENGINEERS, INC.
 1650 N.W. 5th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH (305) 477-6427
 FAX (305) 477-2655

REVISIONS AND APPROVALS BY: [Signature]
 DATE: []

NO.	DATE	DESCRIPTION	BY	CHK.
1	11/20/15	REVISION: MINOR BASE ADDRESS TO 16+33.01 AND 1+38.44 (30+45.70)	MP	LC

FPL PATROL ROAD AND BIKE PATH
 GRADING AND GEOMETRY PLAN
 CLIENT: LENNAR HOMES, LLC
 PROJECT: []
 DATE: []

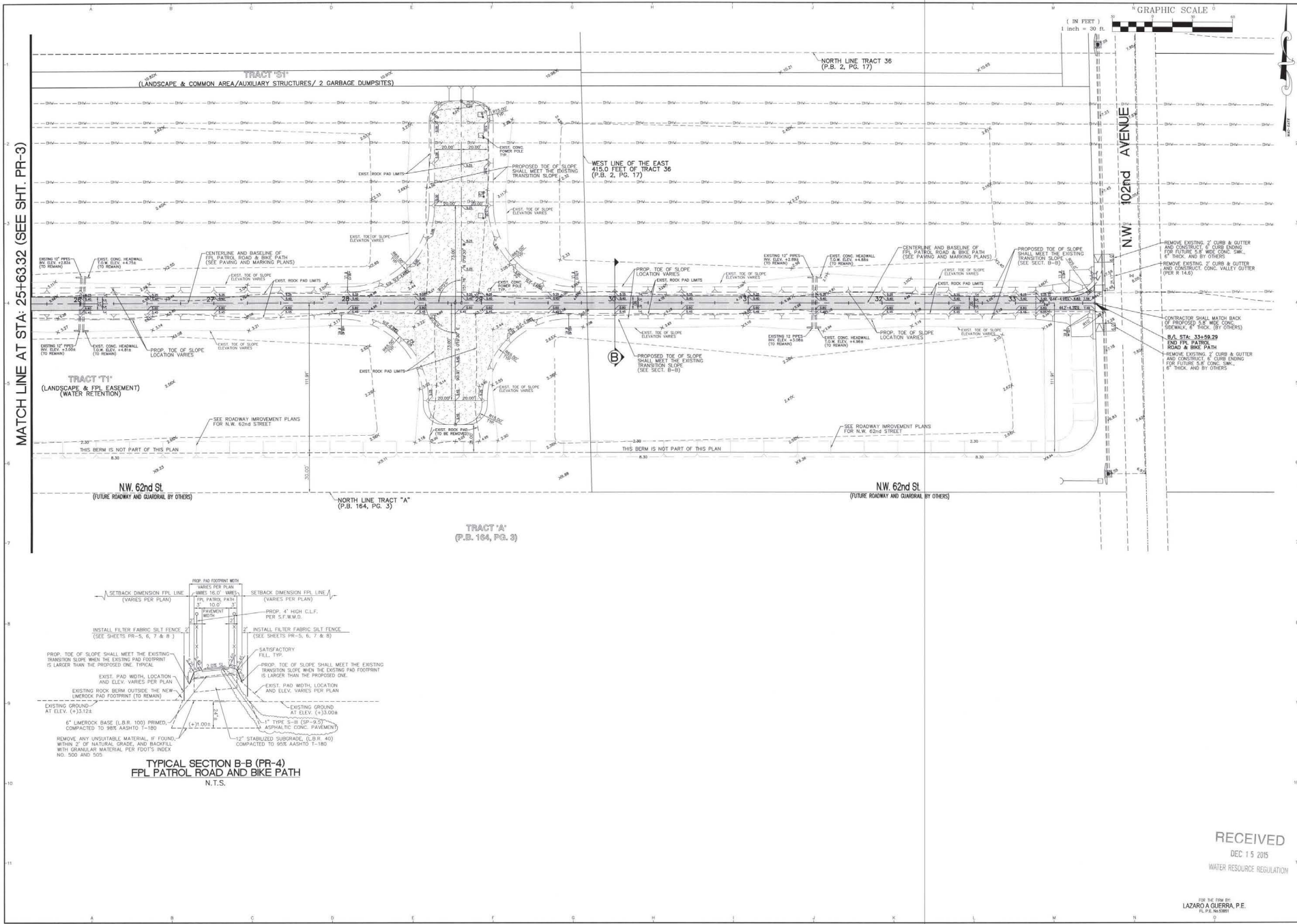
TYPICAL SECTION A-A (PR-3)
EMBANKMENT
 N.T.S.

TYPICAL SECTION B-B (PR-4)
FPL PATROL ROAD AND BIKE PATH
 N.T.S.

RECEIVED
 DEC 15 2015
 WATER RESOURCE REGULATION

FOR THE FIRM OF:
LAZARO A GUERRA, P.E.
 FL P.E. NO. 10881

SCALE: AS SHOWN
 DESIGNED BY: L. GUERRA
 DRAWN BY: M. PIERAL
 CHECKED BY: L. GUERRA
 DATE: 05/15/15
 PROJECT NO: 13-024/8290
PR-3
 4 of 10



MATCH LINE AT STA: 25+63.32 (SEE SHT. PR-3)



RECEIVED
DEC 15 2015
WATER RESOURCE REGULATION

FOR THE TOWN BY:
LAZARO A GUERRA, P.E.
PL. P.E. 1633881



FORD ENGINEERS, INC.
1650 N.W. 8th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH: (305) 477-8472
FAX: (305) 477-2805

DESIGNED AND PREPARED BY:
LAZARO A. GUERRA, P.E.
PL. P.E. 1633881
CHECKED BY:
M. PERAL
DATE:
05/15/15

RECORD OF REVISION

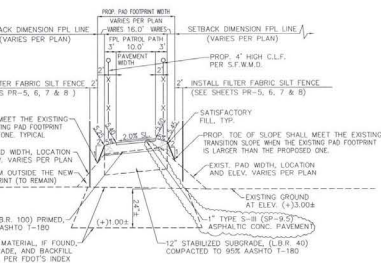
No.	DATE	BY	DESCRIPTION
1	5/15/15	LAZARO A. GUERRA	REVISED DRAWING TO REFLECT CHANGES AND 1" TO 5'-0" (SP-4.5), TOP

PROJECT No. 13-024/8290
SHEET PR-4
OF 10

CLIENT: LENNAR HOMES, LLC
COUNTY: MIAMI-DADE
CITY: MIAMI

PROJECT: GRADING AND GEOMETRY PLAN
SHEET: PR-4

SCALE: AS SHOWN
DESIGNED BY: L. GUERRA
DRAWN BY: M. PERAL
CHECKED BY: L. GUERRA
DATE: 05/15/15
PROJECT No: 13-024/8290
SHEET: PR-4
OF 10

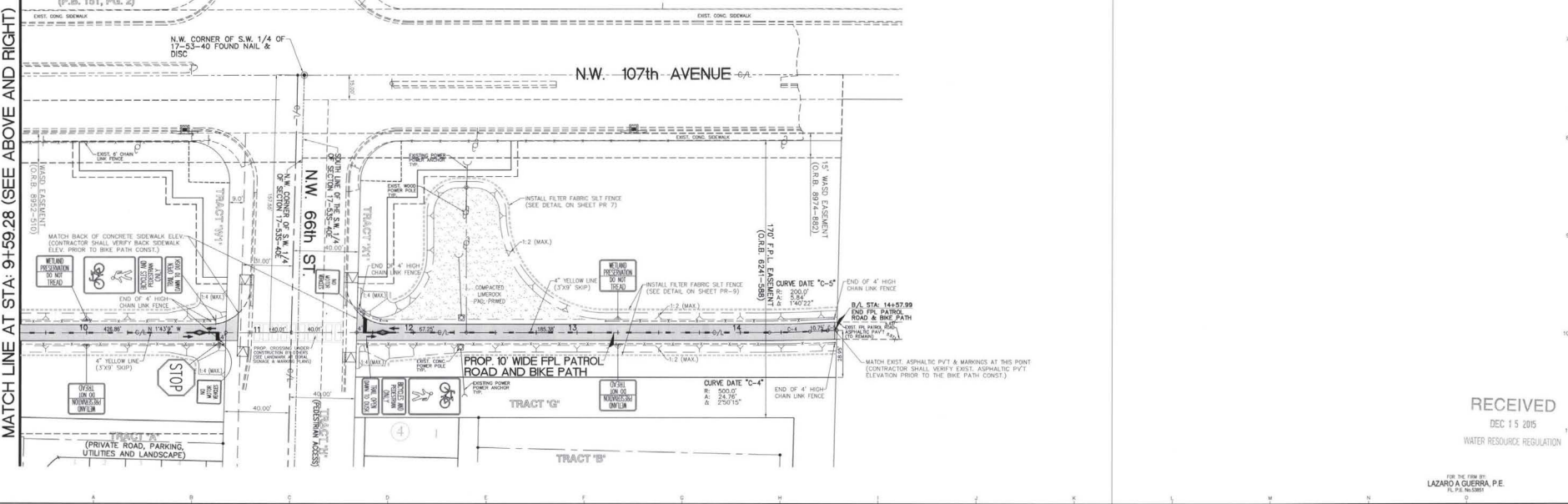
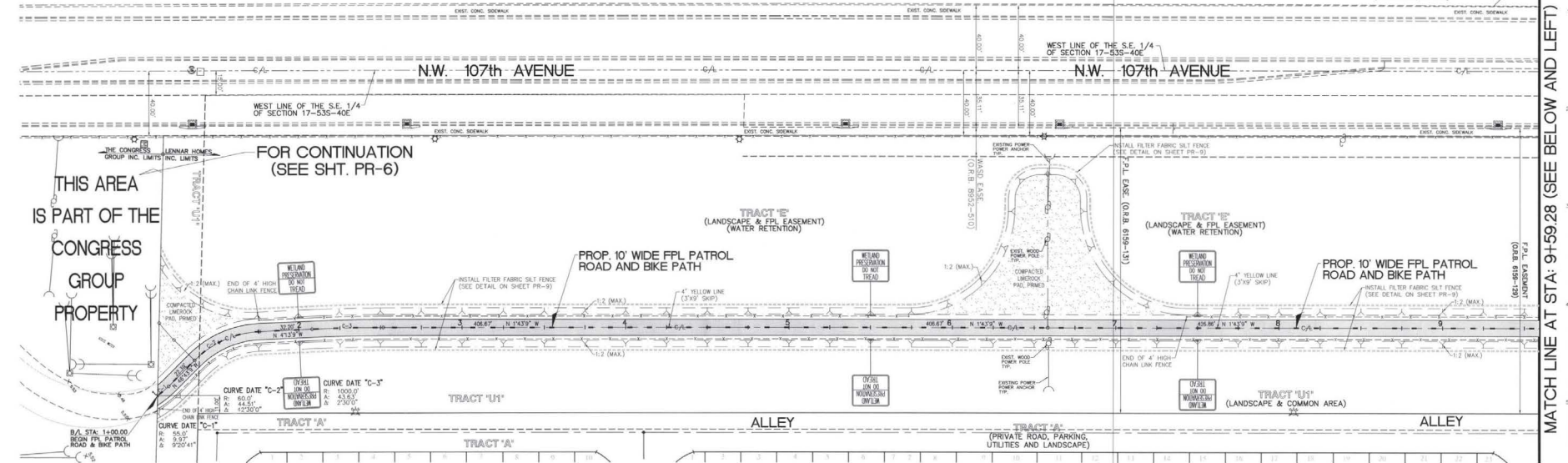


TYPICAL SECTION B-B (PR-4)
FPL PATROL ROAD AND BIKE PATH
N.T.S.



TRACT 'B'
(P.B. 161, PG. 2)

TRACT 'B'
(P.B. 161, PG. 2)



FORD ENGINEERS, INC.
1950 N.W. 54th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH: (305) 477-6472
FAX: (305) 477-2805

PROPERTY AND RECORDATION BY
UNIVERSITY OF MIAMI LIBRARY
1500 UNIVERSITY AVENUE, BOX 246100
MIAMI, FLORIDA 33124
PH: (305) 274-1234
WWW.UMI.EDU/RECORDATION/RECORDS
FOR DONATIONS, CONTACT: JIM
JOHNSTON, JR.

RECORD OF REVISION

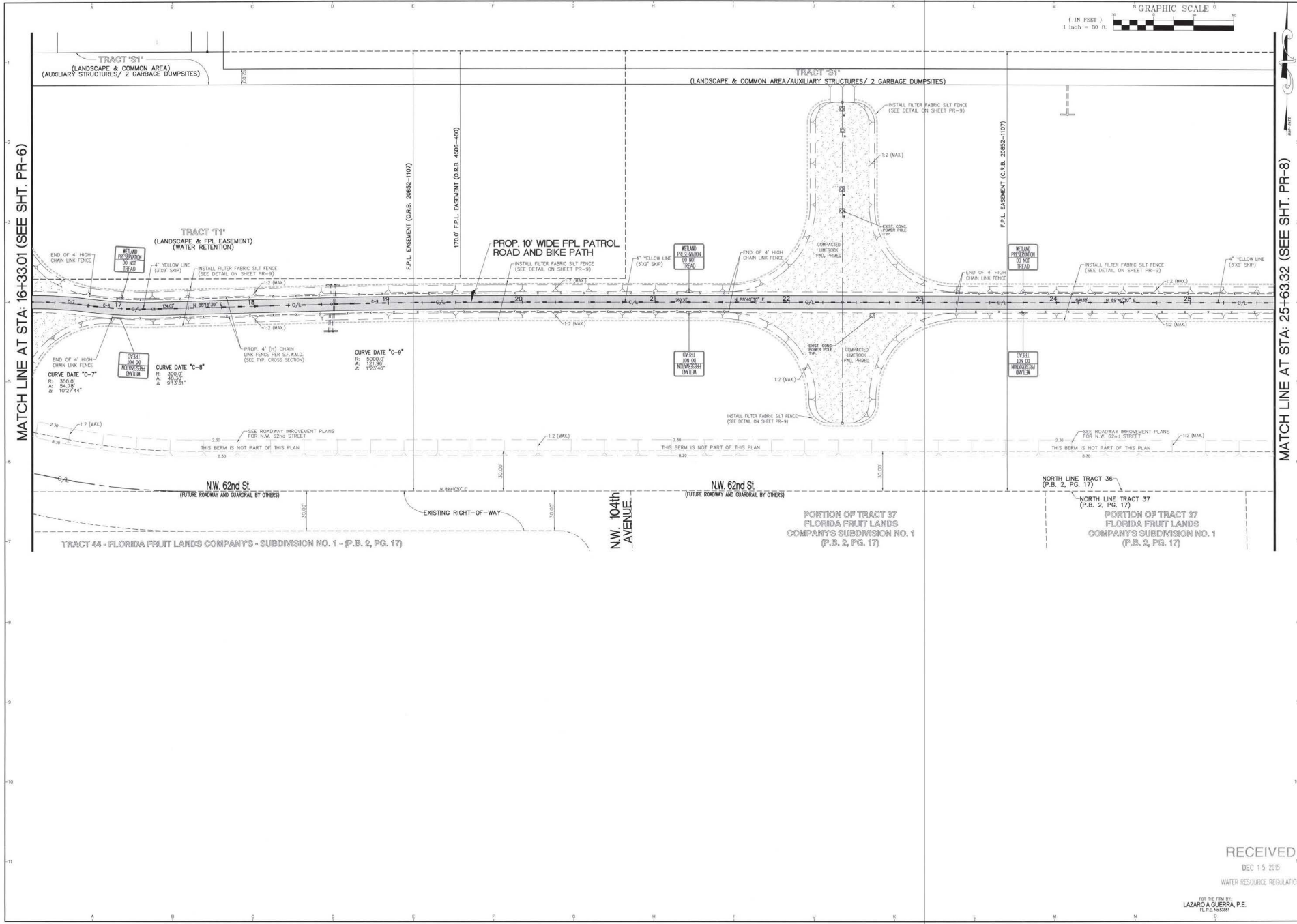
NO.	DATE	DESCRIPTION	BY	APP'D.
1.	8/27/05	REVISED AMERICAN BUREAU OF ENGINEERS 1" TYP. 2.0" (P. 1-13), TYP.	MP	

FPL PATROL ROAD AND BIKE PATH
PAVING AND MARKING PLAN
LENNAR HOMES, LLC
SECTION: TOWNSHIP 15 SOUTH, RANGE 40 E
CITY OF MIAMI, FLORIDA

SCALE: AS SHOWN
DESIGNED BY: L. GUERRA
DRAWN BY: M. PERAL
CHECKED BY: L. GUERRA
DATE: 05/15/15
PROJECT NO: 13-024/0290
SHEET: PR-5
6 of 10

RECEIVED
DEC 15 2015
WATER RESOURCE REGULATION

DESIGNED BY: LAZARO A. GUERRA, P.E.
FL. P.E. 16158881



MATCH LINE AT STA: 16+33.01 (SEE SHT. PR-6)

MATCH LINE AT STA: 25+63.32 (SEE SHT. PR-8)



FORD ENGINEERS, INC.
 1950 N.W. 9th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH: (305) 477-6472
 FAX: (305) 477-2865

DESIGNED AND ENGINEERED AS
 REPRESENTATIVE OF THE CITY OF MIAMI
 FROM THE PROPERTY OF FORD ENGINEERS,
 INC. AND THE CITY OF MIAMI. THE
 CITY OF MIAMI HAS REVIEWED AND
 APPROVED THIS PLAN FOR THE CITY OF MIAMI
 FOR THE PURPOSES OF THE CITY OF MIAMI
 CITY ENGINEERING DEPARTMENT. THE
 CITY ENGINEER'S REVIEW IS LIMITED TO
 THE TECHNICAL ASPECTS OF THE
 PLAN. THE CITY ENGINEER'S REVIEW
 DOES NOT CONSTITUTE A GUARANTEE
 OF THE ACCURACY OF THE INFORMATION
 PROVIDED HEREON. THE CITY ENGINEER'S
 REVIEW DOES NOT CONSTITUTE A
 GUARANTEE OF THE ACCURACY OF THE
 INFORMATION PROVIDED HEREON.

RECORD OF REVISION	
NO.	DESCRIPTION
1	REVISION
2	REVISION
3	REVISION
4	REVISION
5	REVISION
6	REVISION
7	REVISION
8	REVISION
9	REVISION
10	REVISION
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46	REVISION
47	REVISION
48	REVISION
49	REVISION
50	REVISION

FPL PATROL ROAD AND BIKE PATH
 PAVING AND MARKING PLAN
 LENNAR HOMES, LLC
 PROJECT ADDRESS: 7200 N.W. 104th AVENUE
 MIAMI, FLORIDA 33152
 PREPARED BY: [Signature]
 DATE: 05/15/15

SCALE: AS SHOWN
 DESIGNED BY: L. GUERRA
 DRAWN BY: M. PERAL
 CHECKED BY: L. GUERRA
 DATE: 05/15/15
 PROJECT NO: 13-024/8290
 SHEET: PR-7
 OF 10

RECEIVED
 DEC 15 2015
 WATER RESOURCE REGULATION

FOR THE FIRM BY:
 LAZARO A GUERRA, P.E.
 FL P.E. NO. 88881

QUALITY CONTROL TESTING AND COMPACTION NOTES:

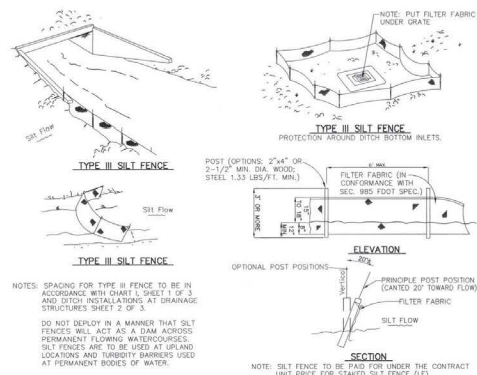
1. QUALITY CONTROL TESTING FOR STABILIZATION, BASE, PAVEMENT, COMPACTION AND MATERIALS SHALL BE IN ACCORDANCE WITH FLORIDA D.O.T. AND MIAMI-DADE COUNTY SCHOOLS REQUIREMENTS AND SHALL BE ARRANGED FOR AND PAID FOR BY THE CONTRACTOR. COPIES OF ALL TEST REPORTS SHALL BE PROVIDED TO THE ENGINEER OF RECORD AS THEY ARE RECEIVED.
2. EXISTING ON-SITE BASE MATERIAL SHALL NOT BE REUSED FOR BASE CONSTRUCTION, BUT MAY BE USED FOR BACKFILL AROUND UTILITY AND DRAINAGE LINES, AND FOR SUBGRADE CONSTRUCTION AND FOR GENERAL FILL IF NECESSARY.
3. ALL SUBGRADE UNDER PAVED AREAS SHALL HAVE A MINIMUM L.B.R. VALUE OF 40 AND SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-100.
4. ALL FILL MATERIAL IN AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-100, UNLESS OTHERWISE NOTED.
5. A 4" MIN. BLANKET OF 50-20 TOP SOIL SHALL BE PLACED OVER ALL GRASS AREAS TO BE SOODED, UNLESS OTHERWISE NOTED ON LANDSCAPE ARCHITECTURAL PLANS.
6. SOIL SHALL COMPLY WITH THE LANDSCAPE ARCHITECTURAL PLANS REQUIRED BY OTHERS AND SHALL BE PLACED ON THE GRADED TOP SOIL AND WATERED TO INSURE SATISFACTORY GROWTH UPON FINAL ACCEPTANCE OF THE PROJECT.
7. WHEN WORKING IN AND AROUND EXISTING DRAINAGE CANALS OR LAKES, APPROPRIATE SILT BARRIERS SHALL BE INSTALLED.
8. NO MUCK BLANKET IS TO BE PLACED ON THE BOTTOM OF RETENTION AREAS OR SKALES.
9. ALL ORGANIC AND OTHER UNSUITABLE MATERIAL WITHIN TWO (2) FEET MIN. OF EXISTING NATURAL GROUND WITH LLEV. OF (+3350) IS TO BE REMOVED AND/OR PAVED SHALL BE REMOVED UNLESS OTHERWISE NOTED.
10. SUITABLE BACKFILL SHALL BE MINIMUM L.B.R. 40 MATERIAL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-100 FOR THREE (3) FEET BEYOND THE PERIMETER OF THE PAVING.
11. ON-SITE EROSION CONTROL TO BE PROVIDED BY THE CONTRACTOR PER DETAILS ON THE PLANS.

PAVEMENT MARKING AND SIGNING NOTES:

1. ALL PAVEMENT MARKINGS AND SIGNS SHALL COMPLY WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", THE LATEST STANDARD SPECIFICATIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA POWER AND LIGHT AND THE DADE COUNTY PUBLIC WORKS MANUAL.
2. ALL OFF-SITE MARKINGS TO BE THERMOPLASTIC PER FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND ALL ON-SITE MARKINGS SHALL BE THERMOPLASTIC PAINT PER MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT SPECIFICATIONS, UNLESS OTHERWISE NOTED.
3. INSTALL REFLECTIVE PAVEMENT MARKERS PER F.D.O.T. STANDARDS, OR AS SHOWN ON THE PLANS.
4. ALL SIGNS SHALL BE HIGH-INTENSITY DRAKE REFLECTIVE SHEETING, MOUNTED ON A BREAK AWAY POST ASSEMBLY PER F.D.O.T. OR MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT SPECIFICATIONS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL PAVEMENT MARKINGS AND SIGNS CONFLICTING WITH THE PROPOSED ROADWAY CONSTRUCTION.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL PAVEMENT MARKINGS AND SIGNS AS SHOWN IN THE PLANS AND APPLICABLE TRAFFIC DESIGN STANDARDS.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR MATCHING EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND AT THE END OF THE PROJECT.
8. SIGN ASSEMBLY LOCATIONS SHOWN IN THE PLANS WHICH ARE IN CONFLICT WITH STREET LIGHTING UTILITIES, DRIVEWAYS, PEDESTRIAN RAMPS, ETC. MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER OF RECORD AND/OR APPROVAL AGENCIES' INSPECTORS.

GENERAL AND PAVING NOTES:

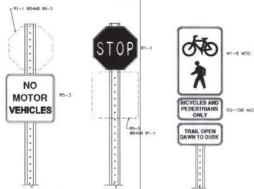
- A. GENERAL:**
1. ALL UNDERGROUND FACILITIES, INCLUDING WATER, SEWER, STORM DRAINAGE, SLEEVES FOR PUBLIC UTILITIES, AND IRRIGATION LINES SHALL BE INSTALLED PRIOR TO COMPACTION OF ROAD SUBGRADE AND INSTALLATION OF BASE MATERIAL.
 2. ALL EXISTING PAVEMENT CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
 3. WHERE PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.
 4. EXISTING ASPHALT PAVEMENT THAT IS TO BE REMOVED SHALL BE TRUCKED OFF SITE BY THE CONTRACTOR FOR DISPOSAL AT AN APPROVED LOCATION.
- B. MATERIALS:**
1. BASE COURSE SHALL BE CRUSHED LIMEROCK MIAMI COLITE WITH A MINIMUM OF 70% CARBONATES OF CALCIUM AND MAGNESIUM (60% FOR LOCAL STREETS AND PARKING AREAS) AND A MINIMUM LIMEROCK BEARING RATIO 100.
 2. ALL LIMEROCK BASE UNDER PAVED AREAS SHALL HAVE A MINIMUM L.B.R. VALUE OF 100, AND SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-100.
 3. PRIME COAT AND TACK COAT SHALL MEET F.D.O.T. AND M.D.C.P.'S. STANDARD SPECIFICATION.
 4. SURFACE COURSE SHALL BE EQUAL TO F.D.O.T. TYPE SP-12.5 ASPHALT.
 5. REINFORCED CONCRETE SLABS SHALL BE CONSTRUCTED OF CLASS I CONCRETE WITH A MINIMUM STRENGTH OF 4000 PSI AND SHALL BE REINFORCED WITH A #4 @ 18" TO GAUGE WIRE MESH, OR AS SPECIFIED BY STRUCTURAL PLANS BY OTHERS.
- C. INSTALLATION:**
1. LIMEROCK BASE MATERIAL SHALL BE IN THE COMPACTION THICKNESS SHOWN ON THE PLANS AND SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-100.
 2. LIMEROCK BASE MATERIAL SHALL BE PLACED IN MAXIMUM 6" LIFTS. BASES GREATER THAN 6" SHALL BE PLACED IN TWO OR MORE EQUAL LIFTS.
 3. ASPHALTIC CONCRETE PAVEMENT SHALL BE IN THE THICKNESS SHOWN ON THE PLANS.
 4. PRIME COAT SHALL BE PLACED ON ALL LIMEROCK BASES IN ACCORDANCE WITH F.D.O.T. AND M.D.C.P.'S. STANDARD SPECIFICATIONS.
 5. TACK COAT SHALL BE PLACED AS REQUIRED IN ACCORDANCE WITH F.D.O.T. STANDARDS.
- D. TESTING:**
1. ALL SUBGRADE, LIMEROCK AND ASPHALT TESTS REQUIRED SHALL BE TAKEN AT THE DIRECTION OF THE PERMITTING AGENCY.
 2. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE, ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.
 3. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY, CERTIFIED BY THE STATE OF FLORIDA, AND TAKEN AS DIRECTED BY THE PERMITTING AGENCIES.
 4. ALL TESTING COSTS SHALL BE PAID FOR BY THE CONTRACTOR.



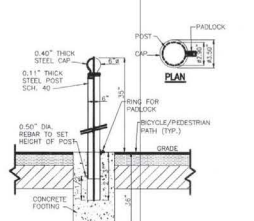
TYPICAL DETAIL SILT FENCE APPLICATION
N.T.S.

- SPECIAL NOTE TO CONTRACTOR:**
1. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
 2. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
 3. SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
 4. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES.

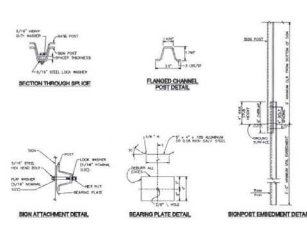
TYPICAL DETAIL TIE IN TO EXIST. VALLEY GUTTER
N.T.S.



TYPICAL DETAIL BICYCLE/PEDESTRIAN SIGNAGE
N.T.S.

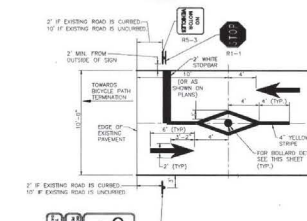


TYPICAL DETAIL REMOVABLE BOLLARDS
N.T.S.

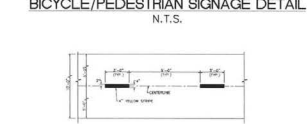


- NOTES:**
1. THIS IS A COVER DETAIL WITH TYPICAL CHANNEL WITH OPEN END BRACKETS.
 2. SEE THE OTHER SIDE OF THE CHANNEL FOR THE OTHER SIDE.
 3. ALL FIBER GLASS, POLYESTER AND CARBON FIBER SHALL BE SHOWN AND SHOWN.
 4. THESE DIMENSIONS ARE FOR THE CHANNEL WITH A 1/2" GAP. THE CHANNEL SHALL BE INSTALLED WITH A 1/2" GAP BETWEEN THE CHANNEL AND THE SURFACE.
 5. THE CHANNEL SHALL BE INSTALLED WITH A 1/2" GAP BETWEEN THE CHANNEL AND THE SURFACE.
 6. ALL DIMENSIONS AND NOT SHOWN SHALL BE SHOWN PER AASHTO T-100.

TYPICAL DETAIL SIGN POST DETAILS
N.T.S.



TYPICAL DETAIL BICYCLE/PEDESTRIAN SIGNAGE DETAIL
N.T.S.



TYPICAL DETAIL BICYCLE/PEDESTRIAN PATH MARKINGS
N.T.S.



FORD ENGINEERS, INC.
1500 N.W. 54th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH: (305) 477-6472
FAX: (305) 477-2805

DESIGNED AND PREPARED BY: L. GUERRA
DRAWN BY: M. PERAL
CHECKED BY: L. GUERRA
DATE: 05/15/15
PROJECT NO: 13-024/8290

RECORD OF REVISION

NO.	DATE	DESCRIPTION
1.	07/27/15	REVISED LIMEROCK BASE THICKNESS TO 6-INCHES AND 1" TYPE 5-A (SP-15).

FPL PATROL ROAD AND BIKE PATH
TYPE PROJECT: TYPICAL SECTIONS & PAVING DETAILS
CLIENT: LENNAR HOMES, LLC
COUNTY: DADE
PROJECT ADDRESS: 12000 SW 10TH AVE, MIAMI, FL 33156
SHEET NO: 13-024/8290-01

SCALE: AS SHOWN
DESIGNED BY: L. GUERRA
DRAWN BY: M. PERAL
CHECKED BY: L. GUERRA
DATE: 05/15/15
PROJECT NO: 13-024/8290
SHEET: 10 OF 10

RECEIVED
DEC 15 2015
WATER RESOURCE REGULATION

FOR THE FIRM BY:
LAZARO A GUERRA, P.E.
FL P.E. NO. 5881

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

13B



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

May 15, 2020

Delivery via email

Carlos Gonzalez
Lennar Homes, LLC
730 N.W. 107 Avenue 3rd Floor
Miami, FL 33172

**Subject: Landmark At Doral - F.P.L. Patrol Road/Bike Path and N.W. 62
Construction Completion Certification Acceptance
Permit No. 13-02759-P-03, Application No. 151215-11
Miami-Dade County, S17/T53S/R40E**

Dear Mr. Gonzalez:

This letter is to acknowledge receipt of your Florida registered professional's construction completion certification (CCC) pertaining to the stormwater management system referenced above. The submitted information has been accepted and incorporated into the permit file.

This acceptance is based on the District's review of the "As-built Certification and Request for Conversion to Operation Phase", Form 62-330.310(1), and a determination that construction is in substantial conformance with the plans and specifications approved by the District, in accordance with Section 62-330.310, Florida Administrative Code (FAC). The permit file has been updated to reflect this determination.

By accepting the Florida registered professional's certification, District staff considers the stormwater management system permitted under the above-referenced application number(s) to be in compliance with permit conditions pertaining to the CCC and the above-referenced permit is hereby converted from the construction phase to the operation and maintenance phase.

Please be aware that all perpetual operation and maintenance requirements of this permit are the responsibility of the permittee and that the District reserves the right to inspect the project in the future to ensure continued compliance with the permit. If at any time it is determined that the constructed system is not operating as intended, you may be required to correct any construction deficiencies in the system necessary to meet District rule criteria.

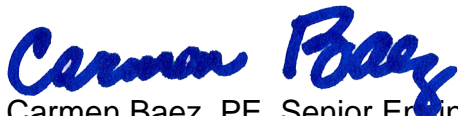
According to District records, a permit transfer to the operating entity is required. In accordance with Rule 62-330.350(1)(e), FAC, "Unless the permit is transferred under Rule 62-330.340, FAC, or transferred to an operating entity under Rule 62-330.310, FAC, the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or

activity." This transfer should be pursued via Form 62-330.310(2), *Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity*, with supporting documentation. The form and submittal instructions are enclosed.

The District now has the capability of receiving certifications, as-built plans and AGI inspection reports, conversion/transfer forms and other documents electronically via the District's ePermitting website at www.sfwmd.gov/ePermitting. For first-time users, an account will need to be created. Reports can be submitted through eCompliance/Environmental Resource.

If you have any questions or require additional assistance, please contact me at (561) 682-2204, or via e-mail at cbaez@sfwmd.gov, in the West Palm Beach Office.

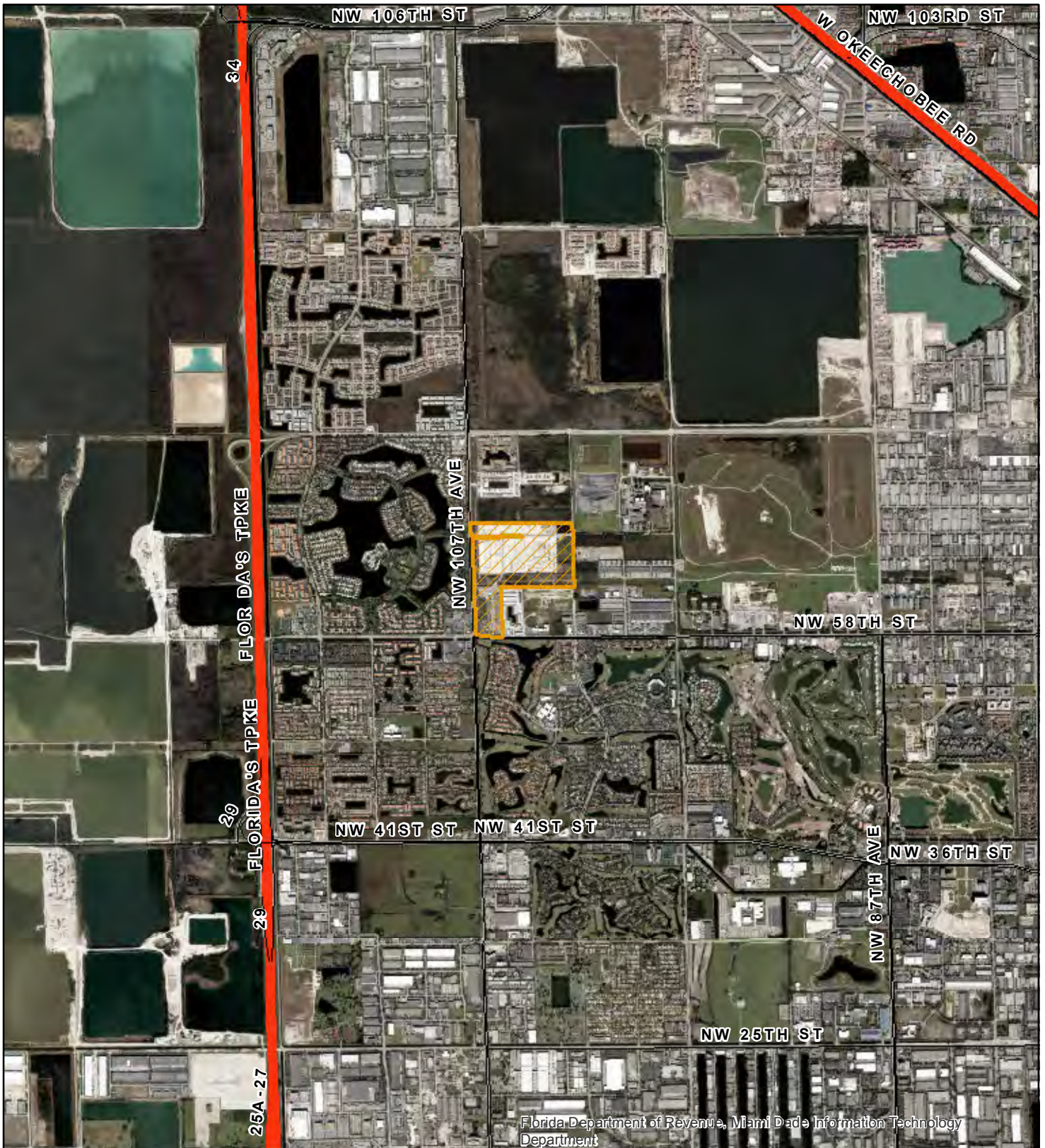
Sincerely,







Carmen Baez, PE, Senior Engineer
Environmental Resource Bureau

Enclosure(s): Location Map
Notice of Rights
Operation Transfer Instructions and Form 62-330.310(2)

c: Miguel Hernandez, P.E., Ford Engineers, Inc.



<p>Exhibit No: 1</p>	<p>Exhibit Created On: 2015-12-17</p>	<p>MIAMI-DADE COUNTY, FL</p>	<p> Application</p> <p>Permit No: 13-02759-P-03</p> <p>Application Number: 151215-11</p> 
<p align="center">REGULATION DIVISION</p> <p align="center">Project Name: LANDMARK AT DORAL</p>			
 <p align="center">0 3,150 6,300</p> <p align="center">Feet</p> <p align="center">N</p> 			<p align="center">sfwmd.gov</p> <p align="center">Created by Regulation GIS Section</p> <p align="center">South Florida Water Management District</p>

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

OPERATION TRANSFER SUBMITTAL REQUIREMENTS

In cases where the perpetual operation entity for a permitted stormwater management system differs from the construction permittee, an Operation Transfer is required in accordance with Chapter 62-330.350(1)(g)2, Florida Administrative Code (FAC). Also, as specified in Rule 40E-1.6107(5) and Section 12.3.2, Applicant's Handbook Volume I, the construction phase permittee remains responsible for operation and maintenance until the operation transfer is issued.

To initiate the operation transfer, **Form 62-330.310(2), Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity** should be submitted through the Agency's [ePermitting/Compliance Reporting](#) website (see attached instructions) along with the applicable supporting documentation for the operation entity categories listed below. There is no fee for this permitting action.

Property Owners/Homeowners/Community Association:

1. Form 62-330.310(2) must be signed by an officer of the association. If an agent or property manager submits the request on behalf of the association, documentation of signature authority such as a letter of authorization or meeting minutes must be provided;
2. the recorded declaration of covenants and restrictions or condominium, with amendments and associated exhibits;
3. the filed articles of incorporation and documentary evidence of active corporate status with the Florida Department of State, Division of Corporations;
4. all recorded plats; and
5. the recorded easements and/or the recorded transfer of title for the common areas on which the stormwater management system is located (unless dedicated by plat).

To expedite the review of your transfer request, it is recommended that you complete and submit an "Association Affidavit" indicating that the association meets the criteria as outlined in Section 12.3.3, Applicant's Handbook Volume I. Should you choose not to execute the affidavit, you may enter the requisite information and submit it as a checklist. If the governing documents do not satisfy Agency criteria, an amendment to the appropriate document will be required.

Community Development District (CDD):

1. Form 62-330.310(2) must be signed by a member of the board of supervisors. If an agent or district manager submits the request on behalf of the CDD, documentation of signature authority such as a letter of authorization or meeting minutes must be provided;
2. all recorded plats; and
3. the recorded easements and/or the recorded transfer of title for the common areas on which the stormwater management system is located (unless dedicated by plat).

Multipurpose Special Taxing/Benefit Unit (MSTU/MSBU), County or Municipality:

1. Form 62-330.310(2) must be signed by an authorized representative of the governmental entity, and documentation of signature authority must be provided;
2. all recorded plats; and
3. the recorded easements and/or the recorded transfer of title for the common areas on which the stormwater management system is located (unless dedicated by plat).

Should you have questions regarding the content of your operation transfer submittal or submitting through [ePermitting/Compliance Reporting](#), please contact:

Jennifer Krumlauf, Regulatory Support Bureau
South Florida Water Management District
jkrumla@sfwmd.gov or (561) 682-2712

Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: _____ Application No(s): _____

Project Name: _____ Phase (if applicable): _____

A. **Request to Transfer:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: _____

Signature of Permittee	Name and Title
Company Name	Company Address
Phone/email address	City, State, Zip

B. **Agreement for System Operation and Maintenance Responsibility:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: _____

Signature of Representative of O&M Entity	Name of Entity for O&M
Name and Title	Address
Email Address	City, State, Zip
Phone	Date

Enclosed are the following documents, as applicable:

- Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- Copy of all recorded plats
- Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- Copy of filed articles of incorporation (if filed before 1995)
- A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)



Affidavit

Application No.(s)

Permit No.

Project Name

I, _____, on behalf of _____
in _____ capacity, hereby attest to the following pertaining to the above project:

I am submitting this affidavit to provide reasonable assurances that the requirements set forth in Section 12.3 of the Environmental Resources Permit Applicant's Handbook Volume 1 (AH Vol.1) are included in the attached Association documents.

12.3.3(a), AH Vol. I

In this affidavit, I attest that the attached Association documents comply with Section 617, Florida Statutes (Corporations Not for Profit); Section 718, Florida Statutes (Condominiums); Section 719, Florida Statutes (Cooperatives); or Section 720, Florida Statutes (Homeowners Associations), as applicable.

12.3.3(b), AH Vol. I

I attest the Association Governing Documents include the following powers on the page numbers indicated:

- | | Page No. |
|--|----------|
| 1. own and convey property; | _____ |
| 2. operate and perform maintenance of the permitted project on common property as exempted or permitted by the Agency; | _____ |
| 3. establish rules and regulations governing membership or take any other actions necessary; | _____ |
| 4. assess members and enforce the collection of assessments for the cost of owning and maintaining the property, including the stormwater management (SWM) system; | _____ |
| 5. sue and be sued; | _____ |
| 6. contract for services to provide for operation and maintenance services; | _____ |
| 7. require all owners of real property or units to be members of the corporation or association; and | _____ |
| 8. demonstrate that the land on which the system is located is owned or otherwise controlled by the corporation or association to the extent necessary to operate and maintain the system or convey operation and maintenance to another entity. | _____ |

12.3.3(c), AH Vol. I

I further attest that the following covenants and restrictions are contained in the Declaration of Restrictive Covenants, Deed Restrictions, Declaration of Condominium, Articles of Incorporation or other recorded document setting forth the Association's rules and regulations (documents) on the page numbers indicated:

- | | Page No. |
|---|----------|
| 1. The Association is responsible for the operation and maintenance of the system described in the permit. | _____ |
| 2. The system is owned by the Association or described in the documents as common property. | _____ |
| 3. There is a method of assessing and collecting fees for operation and maintenance of the system. | _____ |
| 4. Any amendment proposed to these documents which would affect the system, conservation areas or water management portions of the common areas will be submitted to the Agency for a determination of whether the amendment necessitates a modification of the environmental resource permit. If a modification is necessary, the Agency will so advise the permittee. The amendment affecting the system may not be finalized until any necessary permit modification is approved by the Agency or the Association is advised that a modification is not necessary. | _____ |
| 5. The governing provisions shall remain in effect for a minimum of twenty (20) years and shall be automatically renewed thereafter. | _____ |
| 6. The Association exists in perpetuity. However, should the Association dissolve, the operational documents provide that the system shall be transferred to and maintained by one of the following entities: | _____ |
| a. Local government units, including counties and municipalities, Municipal Service Taxing Units, or special taxing units; | |
| b. Active water control districts created pursuant to Chapter 298, F.S., drainage districts created by special act, special districts defined in Chapter 189, F.S., Community Development Districts created pursuant to Chapter 190, F.S., Special Assessment Districts created pursuant to Chapter 170, F.S., or water management districts created pursuant to Chapter 373, F.S., | |
| c. State or federal agencies; | |
| d. Duly constituted communication, water, sewer, stormwater, electrical, or other public utilities; | |
| e. Construction permittees, subject to the restrictions below; or | |
| f. Non-profit corporations, including homeowners' associations, property owners' associations, condominium owners' or master associations, subject to the restrictions below. | |
| These entities must have the powers required in section 12.3, AH Vol. 1.* | |
| 7. If wetland mitigation or monitoring is required, and the operational entity will be responsible to carry out this obligation, the rules and regulations of the association state that it shall be the association's responsibility to complete the task successfully, including meeting all (permit) conditions associated with wetland mitigation, maintenance and monitoring.** | _____ |
| 8. The Agency has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the system facilities or in mitigation or conservation areas under the responsibility or control of the Association. | _____ |

* These requirements of the AH Vol. 1 are also set forth in this Affidavit.

** You may put N/A if this section is not applicable.

12.3.3(d), AH Vol. I

If the project is a phased project or has independent associations, I further attest that the following powers and duties are contained in the documents:

Page No.

1. The Association has the ability to accept responsibility for operation and maintenance of the system for future phases of the project, if the operation and maintenance entity is proposed for a project that will be constructed in phases, and subsequent phases will utilize the same system as the initial phase or phases; or _____

2. The Association and/or sub-associations/sub-entities, either separately or collectively, have the responsibility and authority to operate and perform maintenance of the system for the entire project area, if the development scheme contemplates independent operation and maintenance entities for different phases, and the system is integrated throughout the project. That authority must include cross easements for surface water management and the ability to enter and maintain the various portions of the system, should any sub-entity fail to maintain a portion of the system within the project area. _____

Further Affiant sayeth naught.

Signature

State of Florida

County of _____

I HEREBY CERTIFY that on the _____ day of _____, 20_____, before me, an officer authorized in the State aforesaid and in the County aforesaid to take acknowledgements by _____, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

ePermitting How to....

Submit an Operation Transfer Request

If you wish to request conversion of an Environmental Resource/Surface Water Management Permit to the operation phase and transfer to the operating entity, you may submit the request online at www.sfwmd.gov/ePermitting

If you do not have an account, you must first register as a user. In order to establish a new user account, click on the **Create Account** icon. Registered users can simply click on the **Login** icon.

Once you have completed the user registration process, continue to the main ePermitting screen to log into the system. Click on the **Environmental Resource** function under **Compliance Reporting** listed in the menu on the left hand side of the ePermitting Home Page to make your selection.

Select the button to **create a new or update/delete a pending submittal**. Any pending submittals will be listed.

Search for the application or permit number you wish to transfer.

Many operation transfers include more than one application. Choose one and list additional applications in the **Comments** field.

Check the **CONVERSION/TRANSFER** box under **Engineering Deliverables**.

Upload pdf files using the **Attach Files** function. Note: Links to compliance forms are available to complete and attach.

When ready to submit, select *Verify and Submit Compliance Package*. Click the **Continue** button.

Check the box *I agree to the above* and click the **Submit** button.

A confirmation screen displays that provides a **Submittal confirmation number** for your records.

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

13C

NO LIEN AFFIDAVIT

STATE OF FLORIDA)
) ss
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared _____ (“Affiant”), who being by me first duly sworn, on oath, deposes and says:

1. That Affiant is the _____ of **LENNAR HOMES, LLC**, a Florida limited liability company (the “Owner”).
2. That the Owner is the owner of the following described improvements, to wit:

FPL Patrol Road and Bike Path as shown in the plans included in **Exhibit A** attached to this No Lien affidavit and located within _____
3. That the above described Improvements are free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever.
4. That this Affidavit is made for the purpose of inducing the **Landmark at Doral Community Development District** to accept transfer of the above-described Improvements from Owner.
5. Affiant further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read, or has heard read to them, the full facts of this Affidavit and understand its context.

(The rest of this page left blank on purpose)

Landmark at Doral CDD – FPL Patrol Road and Bike Path

IN WITNESS WHEREOF, the **GRANTOR** has hereunto set its hand and seal as of this _____ day of _____, 20____.

LENNAR HOMES, LLC, a Florida limited liability company

WITNESSETH:

Signature: _____
Print Name: _____

By: _____
Print Name: _____
Title: _____

Signature: _____
Print Name: _____

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Greg McPherson, as Vice-President of **LENNAR HOMES, LLC**, a Florida limited liability company, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

Notary Public

My Commission Expires:

Print Name

Landmark at Doral CDD – FPL Patrol and Bike Path

EXHIBIT A

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

13D

BILL OF SALE

THIS BILL OF SALE (this “Bill of Sale”) is executed as of the _____, 20____ by **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 730 NW 107 Avenue 3rd Floor, Miami, FL 33172, (the “Grantor”) in favor of the **LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Doral, Miami-Dade County, Florida, having an address at 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 (“Grantee”).

WHEREAS, Grantor desires to assign, transfer, set over and deliver to Grantee, at no cost, all of Grantor’s right, title and interest in and to the FPL Patrol Road and Bike Path, more specifically described on Exhibit A attached hereto and made part hereof (the “Improvements”).

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby assigns, transfers, sets over and delivers to Grantee, its successors and assigns, all of Grantors’ right, title and interest in and to the Improvements.
2. This Bill of Sale is made without warranty, representation, or guaranty by, or recourse against Grantor of any kind whatsoever, except that, Grantor hereby warrants title to the Improvements against the lawful claims of all persons claiming, by, through or under Grantor but none other.
3. The terms and provisions of this Bill of Sale shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.
4. This Bill of Sale shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, Grantor has caused this Bill of Sale to be duly executed as of the day and year first written above.

GRANTOR:

LENNAR HOMES, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

Plans and Location of the Improvements

DRAFT

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

14



PROPOSAL

4122 NE 22nd Court, Homestead, FL 33033
Tel 786-694-0709
E-mail: operations@raptorvac.com
www.raptorvac.com

STORM DRAIN COVERS

PROPOSAL SUBMITTED TO: Landmark at Doral CDD C/o District Manager	PROJECT NAME: Landmark at Doral
BUSINESS ADDRESS: 2300 Glades Road, Suite 410W Boca Raton, FL 33431	PROJECT LOCATION: Landmark
TELEPHONE: n/a	DATE: July 14, 2021

We hereby propose to furnish all labor and equipment to complete the work outlined in this proposal in accordance with the Scope of Work listed below.

SCOPE OF WORK: Supply and install of two (2) Storm Sewer covers 22 3/4". Refer to attached drawing.


COST: We propose to conduct work in accordance with the above Scope of Work for the sum of \$410.00.

Four Hundred and Ten Dollars and 00/100 Cents.

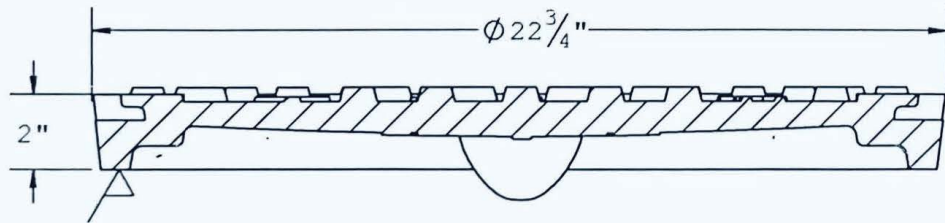
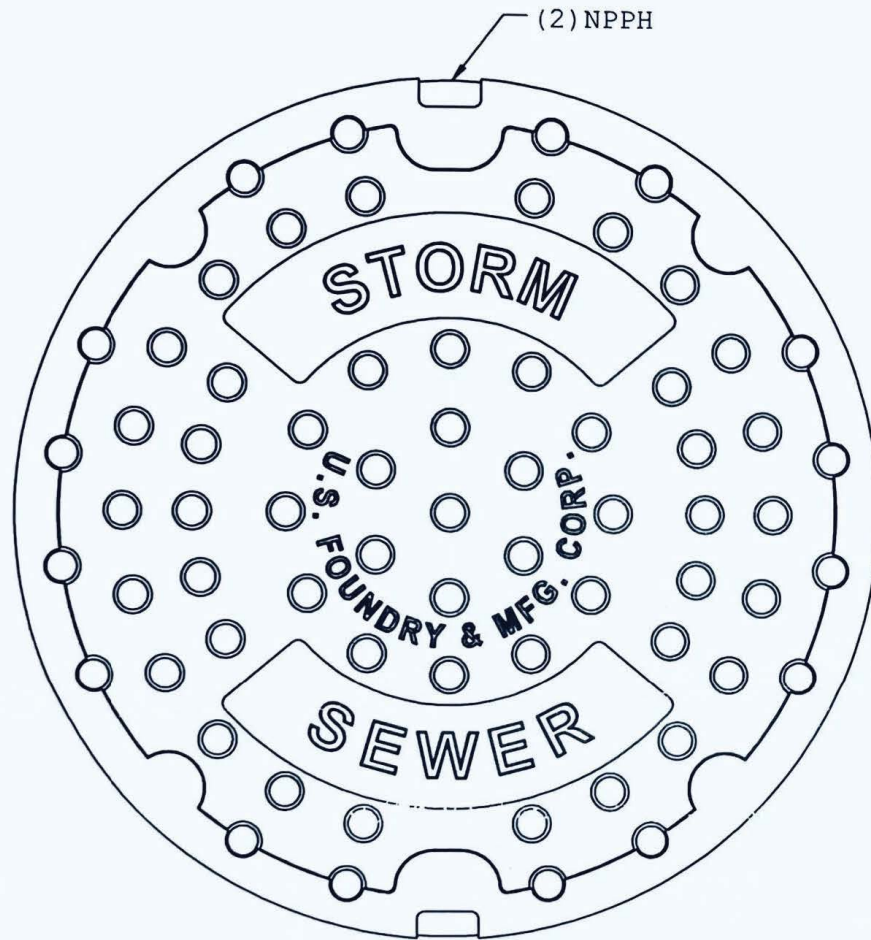
TERMS: Net 30

ACCEPTANCE: Client hereby accepts and agrees to the terms, Scope of Work, and all other conditions and specifications hereinabove. Raptor Vac Systems is authorized to perform the work. Payment shall be made in accordance with the provisions contained hereinabove.

Accepted by:

 District Engineer
Authorized Representative's Signature

7/19/2021
Date of Acceptance




US FOUNDRY
 AN EAGLE MANUFACTURING COMPANY © 2020 All Rights Reserved

8351 NW 93rd Street
 Medley, FL 33166-2025
 ph: 1-800-432-9709
 fax: 305-887-9429
 www.usfoundry.com

**USF A Cover
2NPPH**

ITEM	BAAN #	MATERIAL
Cover	8010302	Gray Cast Iron AASHTO M306 Class 35B
		LOAD CLASSIFICATION: Heavy Duty
REV	REV DATE	REV BY
1	2/4/2020	JV
		DRAWN DATE
		12/10/2019
		DRAWN BY
		HF
		SUOTE #

Customer Drawing





**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

15A1



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Cost Code 11428

July 14, 2021

Mr. Carlos Gonzalez
Lennar Homes LLC
700 N.W. 107th Ave., Suite 400
Miami, FL 33172

Mr. Craig Wrathell
Landmark at Doral Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

**Subject: Landmark at Doral
 In Aid of Settlement
 Miami-Dade County
 PCN: 3530170385310**

Dear Messrs. Gonzalez and Wrathell:

As discussed with South Florida Water Management District (District) staff and Ms. Andrea Orozco of Smart-Sciences on July 12, 2021, this correspondence addresses the potential resolution of the District's Notice of Violation (NOV) dated March 8, 2021 (enclosed) for unauthorized filling of wetlands and unauthorized construction of entrance features within a conservation easement, which is in violation of Section 3a and 3b of the Deed of Conservation Easement. In the Notice of Violation, you were informed that specific terms for resolution of this violation would be forwarded upon completion of our investigation.

Based on the information available as of the date of this correspondence, District staff offers the following terms of settlement:

1. Apply for and receive a modification of 13-02759-P Environmental Resource Permit (ERP) to authorize the filling of wetlands and construction of the entry features noted in the District's NOV. The modification of your ERP must:
 - a. mitigate for all wetland impacts associated with the construction of the entry features,
 - b. amend the existing Deed of Conservation Easement to remove all encroached areas of the conservation easement the Deed of Conservation Easement, and
 - c. add additional land to the Deed of Conservation Easement to offset the encroached area being removed from the Deed of Conservation Easement.

2. Pay \$9,974.25 in civil penalties and \$2,500.00 in costs associated with the investigation and tracking of this matter, for a total of \$12,474.25.

Upon agreement with these settlement terms, the District will draft a Consent Order (Order) which will be forwarded to you for your signature. Once we receive your signatures, we will present the Order to the Division Director of Regulation for finalization. Once the Order is approved and executed, you will be responsible for executing the obligations detailed in the Order, including the completion of corrective actions and payment of civil penalties and costs within the time frames indicated.

Your acceptance of the above settlement terms will provide the District with assurances that you are acting in good faith and with the full intent of resolving the violation described above, in order to avoid further action by the District in seeking corrective actions and the judicial imposition of civil penalties, investigative and court costs and additional attorney's fees. If you do not respond to the District, at the address given above, within seven (7) days of receipt of this Notice, it will be assumed that there is no interest in settling this matter according to the terms described herein.

The District is authorized under Section 373.129, Florida Statutes, to seek civil penalties, and to recover investigative and court costs, as well as attorney's fees. In the event that settlement is not reached under the terms provided herein, civil penalties, costs, and attorney's fees, in addition to those indicated in this letter, may be assessed.

If you have any questions or require additional information, please contact Gregory Vazquez at 561-682-6053, or via e-mail at gvazquez@sfwmd.gov, in the West Palm Beach Office.

Sincerely,



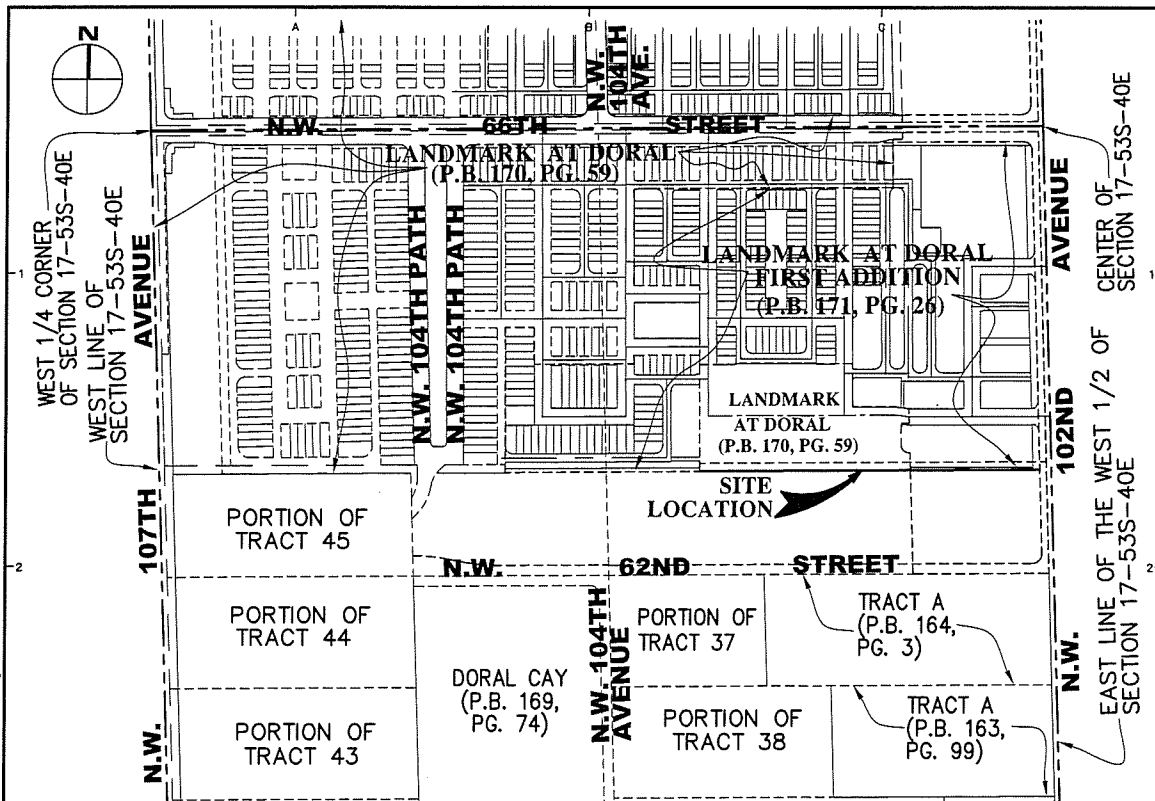
Wayne Blythe, PWS, Natural Resources Administrator
Environmental Resource Bureau

Enclosure: [Location Map](#)
[Notice of Violation](#)

- c: Mr. Juan Santalla, Lennar Homes (via Email)
Mr. Juan Alvarez, Alvarez Engineers (via Email)
Ms. Gisele Colbert, Smart-Sciences, Inc. (via Email)
Ms. Andrea Orozco, Smart-Sciences, Inc. (via Email)

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

15A11



LOCATION MAP

PORTION OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST
CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA
(NOT TO SCALE)

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 3) There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of Miami-Dade County, Examination of TITLE COMMITMENT will have to be made to determine recorded instruments, if any affecting this property.
- 4) North Arrow direction and Bearings shown hereon are based on an assumed value of S89°40'25"W, along the South Line of Tract "S1", as shown on the Plat Book 170, at Page 59, of the Public Records of Miami-Dade County, Florida.
- 5) The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17.051 (Formerly 61G17-6), Florida Administrative Code, and conforms to the Standards of Practices set forth by the Florida Board of Land Surveyors and Mappers pursuant to Section 472.027, Florida Statutes.

Ford, Armenteros & Fernandez, Inc. L.B. 6557

Date: June 24th, 2021

Revision:

Revision:



Digitally signed by
Ricardo Rodriguez
Date: 2021.06.25 10:44:48
-04'00'

Ricardo Rodriguez, P.S.M., For the Firm
Professional Surveyor and Mapper
State of Florida, Registration No.5936

C:\FORD COMPANIES\Engineering & Surveying\Survey\Sketch & Legal\02E098-1604-1 FT WIDE STRIP BY 1000 LONG.dwg

LANDMARK AT DORAL - 1 FOOT STRIP



FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LOCATION MAP AND SURVEYOR'S NOTES		
PREPARED FOR: LENNAR HOMES, LLC		
DRAWN BY: E.D.	DATE: JUNE 24th, 2021	SHEET: 1 OF 3 SHEETS
DWG. CHECKED BY:	SCALE: N/A	
CHECKED BY:	PROJECT No: 02E098-1604	

LEGAL DESCRIPTION:

THE SOUTH 1.00 FOOT OF TRACT "S1", OF "LANDMARK AT DORAL", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, AT PAGE 59, BOUNDED ON THE WEST BY THE EAST LINE OF TRACT "J3" AND BOUNDED ON THE EAST BY THE WEST LINE OF TRACT "L3", SAID TRACTS "J3" AND "L3", OF "LANDMARK AT DORAL FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171, AT PAGE 26, AND THE SOUTH 1.00 FOOT OF TRACT "M3" AND OF SAID TRACT "L3" OF SAID PLAT OF "LANDMARK AT DORAL FIRST ADDITION", ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

THE ABOVE DESCRIBED 1.00 FOOT STRIP OF LAND CONTAINING 1,005 SQUARE FEET MORE OR LESS.

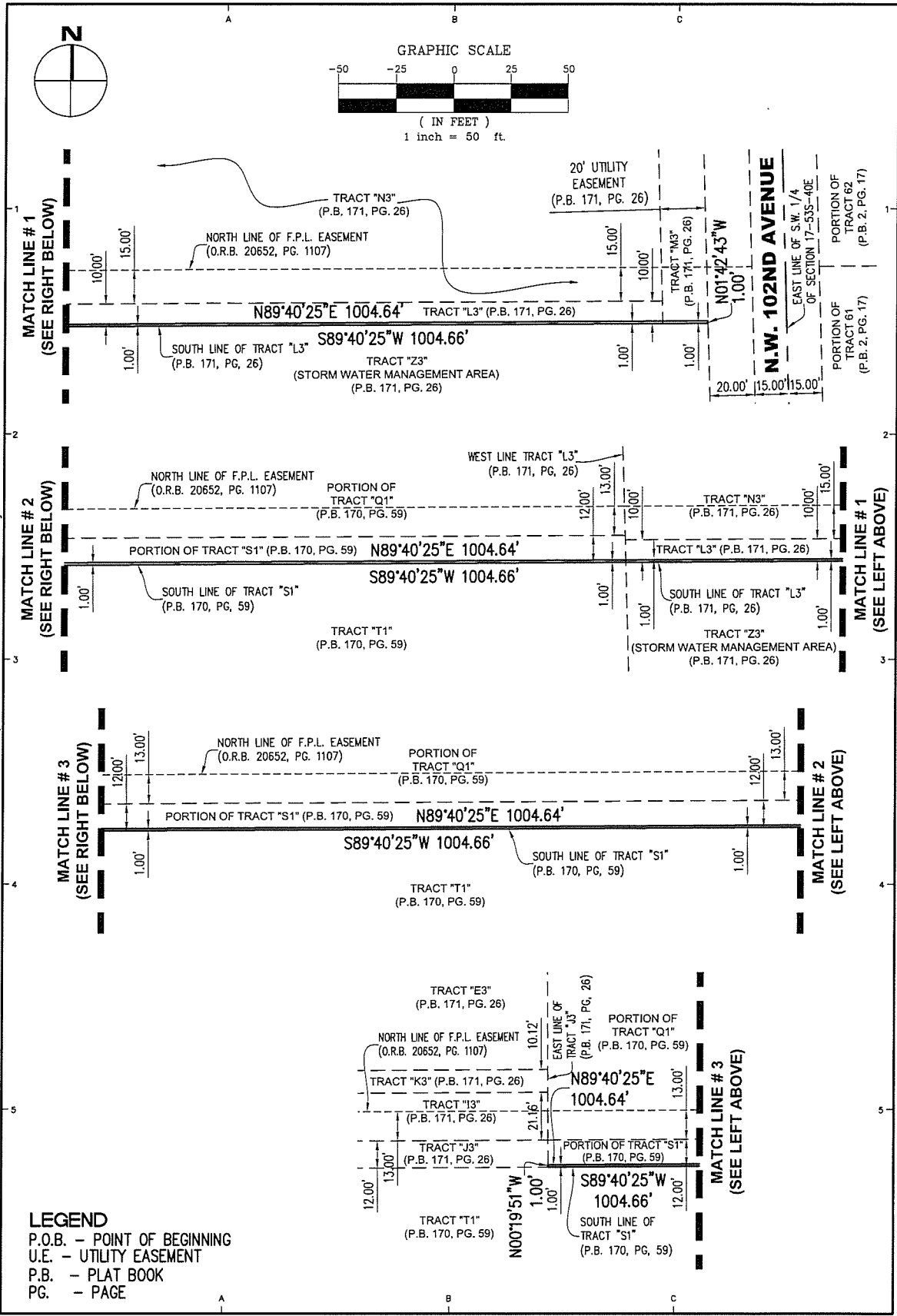
G:\FORD COMPANIES\Engineering & Surveying\Survey\Sketch & Legal\02E098 LANDMARK AT DORAL 1 FT WIDE STRIP BY 1000 LONG.dwg

LANDMARK AT DORAL - 1 FOOT STRIP



FORD, ARMENTEROS & FERNANDEZ, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 DORAL, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH		
PREPARED FOR: LENNAR HOMES, LLC		
DRAWN BY: E.D.	DATE: JUNE 24th, 2021	SHEET: 2 OF 3 SHEETS
DWG. CHECKED BY:	SCALE: N/A	
CHECKED BY:	PROJECT No: 02E098-1604	



Q:\FORD COMPANIES\Engineering & Surveying\Survey\Sketch & Legal\02E098 LANDMARK AT DORAL 1 FT WIDE STRIP BY 1000 LONG\02E098-1604 1 FT WIDE STRIP BY 1000 LONG.dwg

LEGEND
 P.O.B. - POINT OF BEGINNING
 U.E. - UTILITY EASEMENT
 P.B. - PLAT BOOK
 PG. - PAGE

LANDMARK AT DORAL - 1 FOOT STRIP



FORD, ARMENTEROS & FERNANDEZ, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 DORAL, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: SKETCH TO ACCOMPANY LEGAL DESCRIPTION		
PREPARED FOR: LENNAR HOMES, LLC		
DRAWN BY: E.D.	DATE: JUNE 24th, 2021	SHEET: 3 OF 3 SHEETS
DWG. CHECKED BY:	SCALE: 1" = 50'	
CHECKED BY:	PROJECT No: 02E098-1604	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

15BI

Dixie Landscape, LLC
P.O. Box 160328
Miami, FL 33116-0328

Invoice: 261696

(305) 884-5700

<p>Sold to</p> <p>Landmark at Doral CDD c/o Alvarez Engineers 2300 Glades Road #410W Boca Raton, FL 33431</p>	<p>Ship to</p> <p>Landmark at Doral Maintenance 6500 NW 105 Place Doral, FL 33178</p>
--	---

<u>Account</u>	<u>P.O. Num</u>	<u>Ship Via</u>	<u>Ship Date</u>	<u>Terms</u>	<u>Invoice Date</u>	<u>Page</u>
LADOCDD2	QQ15812			Net 30	4/23/21	1

Price includes labor equipment and materials to install missing plants on both the east and west side of the FPL easement/wetland.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
	0	West Side Preserve	0.00	0.00
	250	Tripsacum dactyloides 1 gal	3.75	937.50
	167	Spartina bakeri 1 gal	3.50	584.50
	48	Chrysobalanus icaco 1 gal	4.50	216.00
	22	Psychotria nervosa 1 gal	4.50	99.00
	20	Bags of natural mulch	4.00	80.00
	0	East Side Preserve	0.00	0.00
	270	Tripsacum Dactyloides 1 gal	3.75	1,012.50
	15	Myrica cerifera 1 gal	4.50	67.50
	60	Psychotria nervosa 1 gal	4.50	270.00
	60	Spartina bakeri 1 gal	4.50	270.00
	60	Chrysobalanus icaco 1 gal	4.50	270.00
	40	Bags of natural mulch	4.00	160.00
	4	Water truck	400.00	1,600.00

Subtotal 5,567.00

THANK YOU FOR YOUR BUSINESS!!

Total \$5,567.00

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

15B11



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Cost Code 11429

July 14, 2021

Mr. Carlos Gonzalez
Lennar Homes LLC
700 N.W. 107th Ave., Suite 400
Miami, FL 33172

Mr. Craig Wrathell
Landmark at Doral Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

**Subject: Landmark at Doral
In Aid of Settlement
Miami-Dade County
PCN: 3530170384870**

Dear Messrs. Gonzalez and Wrathell:

As discussed with South Florida Water Management District (District) staff and Mr. Juan Santalla of Lennar Homes on July 6, 2021, this correspondence addresses the potential resolution of the District's Notice of Violation dated June 8, 2021 (enclosed) for failing to achieve 80% cover of native vegetation in the transitional upland buffer as required by Special Condition 15 of Environmental Resource Permit 13-02759-P. In the Notice of Violation, you were informed that specific terms for resolution of this violation would be forwarded upon completion of our investigation.

Based on the information available as of the date of this correspondence, District staff offers the following terms of settlement:

1. Payment of \$6,688.50 in civil penalties and \$2,500.00 in costs associated with the investigation and tracking of this matter, for a total of \$9,188.50.

Upon agreement with these settlement terms, the District will draft a Consent Order (Order) which will be forwarded to you for your signature. Once we receive your signatures, we will present the Order to the Division Director of Regulation for finalization. Once the Order is approved and executed, you will be responsible for executing the obligations entailed in the Order,

including the completion of corrective actions and payment of civil penalties and costs within the time frames indicated.

Your acceptance of the above settlement terms will provide the District with assurances that you are acting in good faith and with the full intent of resolving the violation described above, in order to avoid further action by the District in seeking corrective actions and the judicial imposition of civil penalties, investigative and court costs and additional attorney's fees. If you do not respond to the District, at the address given above, within seven (7) days of receipt of this Notice, it will be assumed that there is no interest in settling this matter according to the terms described herein.

The District is authorized under Section 373.129, Florida Statutes, to seek civil penalties, and to recover investigative and court costs, as well as attorney's fees. In the event that settlement is not reached under the terms provided herein, civil penalties, costs, and attorney's fees, in addition to those indicated in this letter, may be assessed.

If you have any questions or require additional information, please contact Gregory Vazquez at 561-682-6053, or via e-mail at gvazquez@sfwmd.gov, in the West Palm Beach office.

Sincerely,



Wayne Blythe, PWS, Natural Resources Administrator
Environmental Resource Bureau

eEnclosure: [Location Map](#)
[Notice of Violation](#)

c: Mr. Juan Santalla, Lennar Homes (via Email)
Mr. Juan Alvarez, Alvarez Engineers (via Email)
Ms. Gisele Colbert, Smart-Sciences, Inc. (via Email)
Ms. Andrea Orozco, Smart-Sciences, Inc. (via Email)

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

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**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2021**

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2021**

	Major Funds				Total Governmental Funds
	General	Debt Service Series 2016	Debt Service Series 2019	Capital Projects Series 2016	
ASSETS					
Cash - SunTrust					
Unreserved	\$ 266,991	\$ -	\$ -	\$ -	\$ 266,991
Reserved for parking garage	15	-	-	-	15
Reserved for south parcel	333	-	-	-	333
Reserved for army corp of engineers	362	-	-	-	362
Investments					
Revenue	-	71,731	404,407	-	476,138
Reserve	-	90,075	-	-	90,075
Reserve - senior	-	-	366,800	-	366,800
Reserve - subordinate	-	-	161,500	-	161,500
Construction	-	-	-	56,794	56,794
Due from other funds					
General	-	13,399	66,186	-	79,585
Total assets	<u>\$ 267,701</u>	<u>\$ 175,205</u>	<u>\$ 998,893</u>	<u>\$ 56,794</u>	<u>\$ 1,498,593</u>
LIABILITIES					
Liabilities					
Due to other funds					
Debt service 2016	\$ 13,399	\$ -	\$ -	\$ -	\$ 13,399
Debt service 2019	66,186	-	-	-	66,186
Accounts payable	3,557	-	-	-	3,557
Due to Lennar	3,000	-	-	-	3,000
Total liabilities	<u>86,142</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>86,142</u>
DEFERRED INFLOWS OF RESOURCES					
Unearned revenue	-	-	66,723	-	66,723
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>66,723</u>	<u>-</u>	<u>66,723</u>
Fund balances					
Restricted for:					
Debt service	-	175,205	932,170	-	1,107,375
Capital projects	-	-	-	56,794	56,794
Unassigned	181,559	-	-	-	181,559
Total fund balances	<u>181,559</u>	<u>175,205</u>	<u>932,170</u>	<u>56,794</u>	<u>1,345,728</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 267,701</u>	<u>\$ 175,205</u>	<u>\$ 998,893</u>	<u>\$ 56,794</u>	<u>\$ 1,498,593</u>

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JULY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 170,669	\$ 162,759	105%
Assessment levy: off-roll	-	5,105	-	N/A
North (Lennar)	3,745	14,982	19,976	75%
Interest & miscellaneous	3	35	-	N/A
Total revenues	<u>3,748</u>	<u>190,791</u>	<u>182,735</u>	104%
EXPENDITURES				
Professional & administrative				
Supervisors	-	861	-	N/A
Management/accounting/recording	3,340	33,400	40,080	83%
Legal - general counsel				
Billing, Cochran, Lyles, Mauro & Ramsey	4,015	23,348	18,000	130%
Engineering	-	8,592	10,000	86%
Audit	-	8,300	8,500	98%
Accounting services - debt service	442	4,421	5,305	83%
Assessment roll preparation	950	9,496	11,395	83%
Arbitrage rebate calculation	-	1,500	1,500	100%
Dissemination agent	292	2,917	3,500	83%
Trustee	-	7,740	5,500	141%
Postage & reproduction	-	-	500	0%
Printing & binding	42	417	500	83%
Legal advertising	93	423	1,500	28%
Office supplies	265	265	500	53%
Annual district filing fee	-	175	175	100%
Insurance: general liability	-	6,188	6,484	95%
ADA website compliance	-	-	210	0%
Website	-	705	705	100%
Contingencies	53	752	1,000	75%
Total professional & administrative	<u>9,492</u>	<u>109,500</u>	<u>115,354</u>	95%

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JULY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Monitoring reports	-	2,700	5,400	50%
Wetlands planting and earthwork	5,567	5,567	14,350	39%
Area management services	3,557	17,814	24,442	73%
Groundwater sampling	-	-	12,500	0%
Annual permits & plat	-	-	5,500	0%
Contingencies	-	-	3,490	0%
Total field operations	<u>9,124</u>	<u>26,081</u>	<u>65,682</u>	40%
Other fees and charges				
Property appraiser	-	-	848	0%
Tax collector	-	1,492	848	176%
Total other fees and charges	<u>-</u>	<u>1,492</u>	<u>1,696</u>	88%
Total expenditures	<u>18,616</u>	<u>137,073</u>	<u>182,732</u>	75%
Excess/(deficiency) of revenues over/(under) expenditures	(14,868)	53,718	3	
Fund balance - beginning	<u>196,427</u>	<u>127,841</u>	<u>64,938</u>	
Fund balance - ending (projected)	<u>181,559</u>	<u>181,559</u>	<u>64,941</u>	
Assigned				
3 months working capital	50,546	50,546	50,546	
Unassigned	131,013	131,013	14,395	
Fund balance - ending	<u>\$ 181,559</u>	<u>\$ 181,559</u>	<u>\$ 64,941</u>	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2016
FOR THE PERIOD ENDED JULY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll	\$ -	\$ 190,889	\$ 182,046	105%
Interest	1	8	-	N/A
Total revenues	<u>1</u>	<u>190,897</u>	<u>182,046</u>	105%
EXPENDITURES				
Principal	-	54,000	54,000	100%
Interest	-	126,873	126,873	100%
Total expenditures	<u>-</u>	<u>180,873</u>	<u>180,873</u>	100%
Other fees and charges				
Property appraiser	-	-	948	0%
Tax collector	-	1,668	948	176%
Total other fees and charges	<u>-</u>	<u>1,668</u>	<u>1,896</u>	88%
Total expenditures	<u>-</u>	<u>182,541</u>	<u>182,769</u>	100%
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(4)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>(4)</u>	<u>-</u>	N/A
Excess/(deficiency) of revenues over/(under) expenditures	1	8,352	(723)	
Fund balance - beginning	175,204	166,853	164,858	
Fund balance - ending	<u>\$ 175,205</u>	<u>\$ 175,205</u>	<u>\$ 164,135</u>	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED JULY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll	\$ -	\$ 942,952	\$ 899,278	105%
Special assessments - off roll (East)	-	66,723	177,929	37%
Interest	3	52	-	N/A
Total revenues	<u>3</u>	<u>1,009,727</u>	<u>1,077,207</u>	0%
EXPENDITURES				
Principal	-	600,000	600,000	100%
Interest	-	457,931	457,931	100%
Total expenditures	<u>-</u>	<u>1,057,931</u>	<u>1,057,931</u>	100%
Other fees and charges				
Property appraiser	-	-	4,684	0%
Tax collector	-	8,245	4,684	176%
Total other fees and charges	<u>-</u>	<u>8,245</u>	<u>9,368</u>	88%
Total expenditures	<u>-</u>	<u>1,066,176</u>	<u>1,067,299</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	3	(56,449)	9,908	
Fund balance - beginning	<u>932,167</u>	<u>988,619</u>	<u>964,258</u>	
Fund balance - ending	<u>\$ 932,170</u>	<u>\$ 932,170</u>	<u>\$ 974,166</u>	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2016
FOR THE PERIOD ENDED JULY 31, 2021**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ -	\$ 4
Total revenues	-	4
EXPENDITURES		
Construction in progress	-	47,979
Total expenditures	-	47,979
Excess/(deficiency) of revenues over/(under) expenditures	-	(47,975)
OTHER FINANCING SOURCES/(USES)		
Transfers in	-	4
Total other financing sources/(uses)	-	4
Net change in fund balance	-	(47,971)
Fund balance - beginning	56,794	104,765
Fund balance - ending	\$ 56,794	\$ 56,794

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

	Principal	Interest	Debt Service	Bond Balance
11/01/20		63,436.25	63,436.25	2,644,000.00
05/01/21	54,000.00	63,436.25	117,436.25	2,590,000.00
11/01/21		62,423.75	62,423.75	2,590,000.00
05/01/22	56,000.00	62,423.75	118,423.75	2,534,000.00
11/01/22		61,373.75	61,373.75	2,534,000.00
05/01/23	58,000.00	61,373.75	119,373.75	2,476,000.00
11/01/23		60,286.25	60,286.25	2,476,000.00
05/01/24	60,000.00	60,286.25	120,286.25	2,416,000.00
11/01/24		58,861.25	58,861.25	2,416,000.00
05/01/25	63,000.00	58,861.25	121,861.25	2,353,000.00
11/01/25		57,365.00	57,365.00	2,353,000.00
05/01/26	67,000.00	57,365.00	124,365.00	2,286,000.00
11/01/26		55,773.75	55,773.75	2,286,000.00
05/01/27	70,000.00	55,773.75	125,773.75	2,216,000.00
11/01/27		54,111.25	54,111.25	2,216,000.00
05/01/28	73,000.00	54,111.25	127,111.25	2,143,000.00
11/01/28		52,377.50	52,377.50	2,143,000.00
05/01/29	77,000.00	52,377.50	129,377.50	2,066,000.00
11/01/29		50,548.75	50,548.75	2,066,000.00
05/01/30	80,000.00	50,548.75	130,548.75	1,986,000.00
11/01/30		48,648.75	48,648.75	1,986,000.00
05/01/31	84,000.00	48,648.75	132,648.75	1,902,000.00
11/01/31		46,653.75	46,653.75	1,902,000.00
05/01/32	88,000.00	46,653.75	134,653.75	1,814,000.00
11/01/32		44,563.75	44,563.75	1,814,000.00
05/01/33	93,000.00	44,563.75	137,563.75	1,721,000.00
11/01/33		42,355.00	42,355.00	1,721,000.00
05/01/34	97,000.00	42,355.00	139,355.00	1,624,000.00
11/01/34		40,051.25	40,051.25	1,624,000.00
05/01/35	102,000.00	40,051.25	142,051.25	1,522,000.00
11/01/35		37,628.75	37,628.75	1,522,000.00
05/01/36	107,000.00	37,628.75	144,628.75	1,415,000.00
11/01/36		35,087.50	35,087.50	1,415,000.00
05/01/37	112,000.00	35,087.50	147,087.50	1,303,000.00

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

	Principal	Interest	Debt Service	Bond Balance
11/01/37		32,427.50	32,427.50	1,303,000.00
05/01/38	118,000.00	32,427.50	150,427.50	1,185,000.00
11/01/38		29,625.00	29,625.00	1,185,000.00
05/01/39	124,000.00	29,625.00	153,625.00	1,061,000.00
11/01/39		26,525.00	26,525.00	1,061,000.00
05/01/40	130,000.00	26,525.00	156,525.00	931,000.00
11/01/40		23,275.00	23,275.00	931,000.00
05/01/41	136,000.00	23,275.00	159,275.00	795,000.00
11/01/41		19,875.00	19,875.00	795,000.00
05/01/42	143,000.00	19,875.00	162,875.00	652,000.00
11/01/42		16,300.00	16,300.00	652,000.00
05/01/43	151,000.00	16,300.00	167,300.00	501,000.00
11/01/43		12,525.00	12,525.00	501,000.00
05/01/44	159,000.00	12,525.00	171,525.00	342,000.00
11/01/44		8,550.00	8,550.00	342,000.00
05/01/45	167,000.00	8,550.00	175,550.00	175,000.00
11/01/45		4,375.00	4,375.00	175,000.00
05/01/46	175,000.00	4,375.00	179,375.00	-
Total	2,644,000.00	2,090,047.50	4,734,047.50	

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

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/20			152,625.00	152,625.00	10,175,000.00
05/01/21	430,000.00	3.000%	152,625.00	582,625.00	9,745,000.00
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	10,175,000.00		3,145,950.00	13,320,950.00	

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

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/20			76,340.63	76,340.63	4,170,000.00
05/01/21	170,000.00	3.125%	76,340.63	246,340.63	4,000,000.00
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	4,170,000.00		1,671,987.50	5,841,987.50	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

17A

DRAFT

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

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The Board of Supervisors of the Landmark at Doral Community Development District held a Regular Meeting on March 11, 2021, at 10:00 a.m., at the offices of Lennar, 730 N.W. 107th Avenue, Suite 300, Miami, Florida 33172.

For Landmark at Doral CDD:

Todd Patterson	Assistant Secretary
Su Wun Bosco Leu	Assistant Secretary
Michelle A. Garcia	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
Michael Pawelczyk	District Counsel
Juan Alvarez	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:03 a.m. Supervisors Patterson, Garcia and Bosco were present, in person. Supervisors Baluja and Orozco were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Update: Status of Continued DERM Monitoring

Mr. Alvarez gave the following update:

➤ SCS Engineers (SCS) declined the invitation to this meeting but provided a report to Mr. Alvarez. The Report was distributed to the Board and Staff.

38 Ms. Baluja joined the meeting and stated it was difficult to hear the proceedings due to
39 the echo in the meeting room. Ms. Cerbone would call Ms. Baluja with an update after the
40 meeting and forward an audio link to Ms. Baluja and Ms. Orozco.

41 ➤ The one-page Report included a brief history of the lake. The Lake is artificial and was
42 excavated, with the existing soil being used for filling purposes and then the muck in the
43 bottom of the lake was disposed of, which was and still is standard practice in many
44 development projects.

45 ➤ The Department of Environmental Resources Management (DERM) issued a permit
46 requiring monitoring to make sure that there are no metals in the lake that exceed certain
47 County standards. In this particular case, the soil and ground water iron concentrations exceed
48 certain Miami-Dade County standards.

49 ➤ The study aimed to find the limits of the iron concentrations, which have yet to be
50 found, so that DERM may impose future restrictions within the CDD, including in a few of the
51 residential areas around the lake.

52 ➤ DERM recommended future monitoring to make sure that iron concentrations are not
53 expanding; additional wells and monitoring was anticipated.

54 ➤ The matter remained ongoing.

55 Ms. Cerbone stated only approximately \$100,000 remained in the construction fund, as
56 the expenses related to DERM monitoring and SCS removed the dollar amount cap. She
57 inquired about the fund source if or when the construction funds are depleted and asked Mr.
58 Alvarez to help incorporate the ongoing DERM monitoring in the proposed budget that would
59 be presented in May.

60 Discussion ensued regarding DERM, a Declaration of Restrictive Covenant that could
61 help lessen the impact of the continued monitoring expense, when and by which Developer the
62 lake was constructed, drainage pipes, wells and the conditions of the permit. Asked why the
63 District continues to pay for studies, if they are not helpful, Mr. Alvarez stated DERM wants to
64 know the extent of what they consider deviations from the norm.

65 Mr. Bosco expressed frustration with the ongoing monitoring of the lake and wanted
66 the DERM matter to be closed. Mr. Alvarez would provide Mr. Bosco with several Engineer's

67 Reports regarding the well and iron concentrations. Ms. Cerbone will collaborate to create a
68 new line item in the budget for ongoing DERM monitoring.

69

70 **FOURTH ORDER OF BUSINESS**

**Discussion: Additional Placement of Speed
71 Limit Signs and Strategic Placement of
72 Speed Bumps**

73

74 Ms. Cerbone stated that Mr. Bosco inquired about traffic control. She asked Mr. Alvarez
75 to explain the process and requirements to expand signage related to traffic control notices or
76 devices within the community.

77 Mr. Alvarez reported the following:

78 ➤ Speed limit signs on residential streets are optional and not required by Florida Statutes.

79 ➤ The urban design of the CDD compels motorists to drive no faster than 30 miles per
80 hour (mph).

81 ➤ In his opinion, the community would start to look like a highway and lose its residential
82 character if speed limit signs are installed and speed calming devices, such as speed bumps,
83 could delay emergency vehicles by several minutes, which is critical in emergency situations.

84 ➤ To install speed limit signs and traffic calming devices, the CDD must produce a traffic
85 study showing that 85% of drivers are exceeding the speed limit and that there is a consensus
86 among residents living within the community that they are in favor of installing these devices.

87 Discussion ensued regarding a neighboring community with speed bumps, the City of
88 Doral, the HOA, enforcement, engaging off-duty police officers and road ownership. Mr.
89 Pawelczyk stated, for budgetary purposes, it would cost the District \$10,000 to \$15,000 to
90 conduct a traffic study and, in his experience, many traffic studies do not reach the necessary
91 85% of violators of the 30 mph speed limit necessary to facilitate approval of additional signage.

92 ■ **Acceptance of Unaudited Financial Statements as of January 31, 2021**

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

94 Ms. Cerbone presented the Unaudited Financial Statements as of January 31, 2021. She
95 discussed the Balance Sheet and asked the following about "Area management services":

96 Ms. Cerbone: Could you describe what occurs under the line item "Area management
97 services"?

98 Mr. Alvarez: Yes, that is the lake and wetland contract.

99 Ms. Cerbone: And what do they physically do when they come out?

100 Mr. Alvarez: The Stormwater Management District and DERM permits mandate that no
 101 more than 85% of the plantings that are planted in the preservation areas survive and mandate
 102 that a percentage of plants are exotic, so the contractor goes there monthly to identify the
 103 exotic plants, pull them out, spray them and make sure that they comply with South Florida
 104 Water Management District (SFWMD) mandates.

105 Ms. Cerbone: Do they produce written inspection reports that they submit?

106 Mr. Alvarez: Every month they send a report, which goes to the District, together with
 107 the bill, which is then submitted to the Accounting Department.

108 Ms. Cerbone asked if any Board Members would like to receive copies of the invoices or
 109 inspection reports. Mr. Bosco voiced his dissatisfaction with the lake and wetland contractor
 110 and urged the Board to consider terminating the contract and engaging another provider. Ms.
 111 Cerbone stated the "Groundwater sampling" line item would be expanded in the new fiscal
 112 year or given a separate line item.

113

114 **On MOTION by Mr. Patterson and seconded by Ms. Garcia, with all in favor,**
 115 **the Unaudited Financial Statements as of January 31, 2021, were accepted.**

116

117

118 **▪ Approval of January 14, 2021 Regular Meeting Minutes**

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

120 Ms. Cerbone presented the January 14, 2021 Regular Meeting Minutes.

121

122 **On MOTION by Mr. Patterson and seconded by Mr. Bosco, with all in favor, the**
 123 **January 14, 2021 Regular Meeting Minutes, as presented, were approved.**

124

125

126 **FIFTH ORDER OF BUSINESS**

**Discussion/Consideration: CDD and HOA
 Maintenance Services**

127

128

129 Ms. Cerbone stated it was necessary to discuss a few of the District's service contracts,
 130 including the Maintenance Agreement with the HOA, Lake and Wetland Contract and the

131 Florida Power & Light (FPL) Trail/Bike Path Contract and how it might tie in with the District's
132 Agreement with the HOA and/or Lake and Wetland Management.

133 **A. Updated Exhibit A to First Amendment to HOA Maintenance and Parking Enforcement**
134 **Agreement**

135 Ms. Cerbone stated this was related to the Maintenance Agreement exhibits and could
136 be skipped for now.

137 **B. Consideration of Additional CDD and HOA Maintenance Services Responsibilities**

138 Ms. Cerbone stated the non-EHOF/Lennar portion of the bike trail is not clearly defined
139 in the Maintenance Agreement because the bike path is on CDD land and the final work was
140 only recently completed; the Developer/contractor tries to maintain the area properly,
141 especially if it is being used. This was brought up because, later in the agenda, the Board would
142 consider conveyance of a permit and the improvement and there is no budget to maintain the
143 Lennar portion of the bike trail.

144 Discussion ensued regarding the bike path conveyance, permit transference to the CDD,
145 drainage and flooding concerns, the Maintenance Agreement with the HOA, the asphalt,
146 increasing assessments to fund future road repairs, seal coating, etc.

147 Mr. Pawelczyk stated the CDD should budget for and control major projects, such as the
148 roads, and allow the HOA to manage standard maintenance items. Mr. Bosco expressed
149 dissatisfaction with how the HOA is maintaining the community. Ms. Cerbone suggested that
150 the Board direct the District Engineer to perform an annual inspection and provide a
151 recommendation of repairs and maintenance. She could send a letter asking the HOA to rectify
152 and resolve reported issues within 30 days.

153

154 **SIXTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of January 31, 2021**

155

156

157 This item was presented following the Third Order of Business.

158

159 **SEVENTH ORDER OF BUSINESS**

**Approval of January 14, 2021 Regular
Meeting Minutes**

160

161

162 This item was presented following the Third Order of Business.

163

164 **EIGHTH ORDER OF BUSINESS**

Staff Reports

165

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

167 There being no report, the next item followed.

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

169 **I. Discussion/Consideration: Trash and Debris Clean-up of Conservation Area**

170 Mr. Alvarez presented a \$1,400 Lake & Wetland Management proposal for a one-time
171 debris cleanup and a Special Service Agreement for monthly debris removal for \$250 per
172 month. Ms. Cerbone recapped that the Board would approve the proposal but would stipulate
173 that the vendor provide before and after photographs of the conservation area to
174 Management. Ms. Cerbone would send a letter and the photographs to Lennar advising that
175 the CDD expended funds to clean up Lennar's construction debris and Management would
176 invoice Lennar for any additional debris after the clean-up. District Counsel would review the
177 letter.

178

179 **On MOTION by Mr. Patterson and seconded by Ms. Garcia, with all in favor,**
180 **the Lake & Wetland Management proposal for a one-time clean up, in the**
181 **amount of \$1,400, and \$250 per month for debris removal services, was**
182 **approved.**

183

184

185 **II. Consideration of FPL Patrol Road and Bike Path Completion and Conveyance**

186 **a. Engineer Certification of Completion of Lennar Portion of FPL Patrol**
187 **Road and Bike Path**

188 Mr. Alvarez stated that Lennar completed the trail on CDD land and the SFWMD
189 recognized that the work was completed and sent a letter indicating that it is time to convey
190 the bike path to the maintenance entity. Ms. Cerbone stated that there is not a line item in the
191 budget to maintain the bike path and the Board should consider modifying the Maintenance

192 Agreement because it might be in the CDD’s best interest to accept the conveyance with the
 193 following two contingencies:

- 194 1. That the HOA approves the change in the Maintenance Agreement.
- 195 2. That the bike path is properly maintained.

196 Discussion ensued regarding the conveyance, dirt on the bike path, maintenance scope,
 197 conservation area, asphalt, adopting a condition framework and the Developer. The Board’s
 198 consensus was to direct Mr. Alvarez to conduct a walk-through of the bike trail, with Mr. Bosco,
 199 go through a checklist of maintenance items, discuss discrepancies in the construction plans
 200 with Lennar and confer with FPL and the SFWMD.

201

202 **On MOTION by Mr. Bosco and seconded by Ms. Garcia, with all in favor,**
 203 **authorizing District Staff to amend the second amendment to the Maintenance**
 204 **Agreement with the HOA to include bike path maintenance and current and**
 205 **future drainage maintenance, was approved.**

206

207

- 208 **b. SFWMD Acceptance of Engineer Certification of Completion of FPL**
- 209 **Patrol Road and Application to Transfer to Permanent Operating Entity**

210 No action was taken on this item.

- 211 **c. Draft No-Lien Affidavit from Lennar for Conveyance of Bike Path**

212 No action was taken on this item.

- 213 **d. Draft Bill of Sale to Convey FPL Patrol Road and Bike Path from Lennar**
- 214 **to the CDD**

215 No action was taken on this item.

216 **III. Consideration of Access to Conservation Area Authorization to SFWMD**

217 Regarding the Doral Cay item, Mr. Alvarez stated the following:

218 ➤ The District gave the adjacent property owner control to an outfall and they possess the
 219 permit, since it is on CDD land.

220 ➤ It was recommended that the CDD portion of the permit application be executed to
 221 allow the SFWMD access to the property to visit the site.

222 Ms. Cerbone stated the CDD already received a capital contribution from the adjacent
223 property owner to offset their percentage ownership of this area. The funds received would be
224 placed in the construction fund. Since there are ongoing maintenance expenses and they would
225 be charged an annual fee, the adjacent property owner asked for a one-time payment amount,
226 instead of a monthly bill for their minimal usage of the stormwater pond. The estimated one-
227 time figure would be \$36,000 to \$37,000.

228

229 **On MOTION by Mr. Patterson and seconded by Mr. Bosco, with all in favor,**
230 **authorizing Mr. Patterson to execute the Access to Conservation Area**
231 **Authorization granting access to SFWMD, in relation to Doral Cay, was**
232 **approved.**

233

234

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

236 **I. Update: HOA Clubhouse Availability**

237 Ms. Cerbone stated the Clubhouse was still not available for Board meetings. A copy of
238 the correspondence was included in the agenda packet.

239 Discussion ensued regarding other potential meeting venues.

240

241 **On MOTION by Mr. Bosco and seconded by Ms. Garcia, with all in favor,**
242 **changing the meeting location, pending availability of the EHOE residential**
243 **area, was approved.**

244

245

246 **II. Update: EHOE Congress Doral, LLC, Maintenance Agreement**

247 Ms. Cerbone stated much progress was made working with the property owner in Ms.
248 Garcia's area and there was no need to consider the next item. The Agreement would be
249 executed within the next few weeks.

250 Mr. Alvarez would send an Engineer's Report to Mr. Bosco and Mr. Bosco would prepare
251 an amended and restated agreement for the Lake and Wetland contract.

252 **III. Discussion/Consideration: Special Assessment to EHOE Congress Doral Retail,**
253 **LLC and EHOE Congress Doral, LLC, Regarding 10' Buffer and**
254 **Roadways/Sidewalks**

255 This item was not necessary.

256 **IV. NEXT MEETING DATE: April 8, 2021 at 10:00 A.M.**

257 ○ **QUORUM CHECK**

258 The next meeting will be held April 8, 2021 at 10:00 a.m., unless cancelled.

259

260 **NINTH ORDER OF BUSINESS**

Public Comments

261

262 There being no public comments, the next item followed.

263

264 **TENTH ORDER OF BUSINESS**

Supervisors' Requests

265

266 Discussion ensued regarding the meeting agenda.

267

268 **ELEVENTH ORDER OF BUSINESS**

Adjournment

269

270 There being nothing further to discuss, the meeting adjourned.

271

272 **On MOTION by Ms. Garcia and seconded by Mr. Patterson, with all in favor,**
273 **the meeting adjourned at 12:35 p.m.**

274

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

279
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281
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284

Secretary/Assistant Secretary

Chair/Vice Chair

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

17B

DRAFT

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

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The Board of Supervisors of the Landmark at Doral Community Development District held a Regular Meeting on May 13, 2021, at 10:00 a.m., at The Landmark South Clubroom, 6055 NW 105th Court, Doral, Florida 33178. Members of the public were able to participate in the meeting at 1-888-354-0094, CONFERENCE ID: 435668.

For Landmark at Doral CDD:

Teresa Baluja (via telephone)	Chair
Todd Patterson	Assistant Secretary
Su Wun Bosco Leu	Assistant Secretary
Michelle A. Garcia	Assistant Secretary

Also present were:

Daniel Rom	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC
Michael Pawelczyk	District Counsel
Juan Alvarez	District Engineer
Dillon Reio (via telephone)	SCS Engineers
Marco Hernandez (via telephone)	SCS Engineers

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 10:02 a.m. Supervisors Patterson, Garcia and Bosco were present, in person. Supervisor Baluja was attending via telephone. Supervisor Orozco was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

38 **THIRD ORDER OF BUSINESS**

39 **Consideration of Resolution 2021-04,**
40 **Approving a Proposed Budget for Fiscal**
41 **Year 2021/2022 and Setting a Public**
42 **Hearing Thereon Pursuant to Florida Law;**
43 **Addressing Transmittal, Posting and**
44 **Publication Requirements; Addressing**
45 **Severability; and Providing an Effective**
46 **Date**

47 This item was presented following the Ninth Order of Business.

48

49 **FOURTH ORDER OF BUSINESS**

50 **Consideration of Resolution 2021-05,**
51 **Designating Dates, Times and Locations for**
52 **Regular Meetings of the Board of**
53 **Supervisors of the District for Fiscal Year**
54 **2021/2022 and Proving for an Effective**
55 **Date**

56 This item was deferred.

57

58 **FIFTH ORDER OF BUSINESS**

59 **Update: Status of Continued DERM**
60 **Monitoring**

61 Mr. Reio presented the findings from the testing completed in February 2021 and
62 reviewed the Response to Comments and Site Assessment Report Addendum, as follows:

63 ➤ Shallow groundwater iron concentrations exceeded the groundwater cleanup target
64 level. There is currently delineation to the west, south and east and it is anticipated that the
65 Division of Environmental Resources Management (DERM) will require northern delineation.

66 ➤ Intermediate groundwater iron concentrations exceeded the groundwater cleanup
67 target level. There is currently delineation to the south and the east and it is anticipated that
68 DERM will require northern and western delineations.

69 ➤ There is currently no vertical deep groundwater extent; installation of a deep
70 monitoring well, up to 50', was recommended, as, in SCS's experience, DERM will require
71 complete plume delineation both horizontally and vertically.

72 ➤ SCS's professional opinion was that surficial soils are not contributing to the iron
73 groundwater plume, based on low total iron concentrations and several other factors.

74 ➤ Ultimately, a long-term groundwater monitoring program demonstrating plume stability
75 would allow the District to enter into a Restrictive Covenant with the County after a monitoring
76 period of approximately four quarters.

77 Discussion ensued regarding the time period and requirements for delineation and
78 monitoring, possibly presenting to the Environmental Quality Control Board (EQCB) once full
79 delineation is achieved and documented, installation and placement of additional wells, factors
80 that may contribute to iron levels and the possibility of installing a well above the northern
81 boundary, which has similar stormwater features.

82 ➤ A cluster well was needed to measure shallow and intermediate delineation on the
83 northern boundary.

84 ➤ An intermediate well on the western boundary and a deep well, to 50', would be
85 needed to demonstrate full plume definition, after which a proposal may be made for a
86 monitoring-only plan with quarterly groundwater sampling.

87 Discussion ensued regarding possibly asking the CDD's northern neighbor to install a
88 well. Mr. Reio noted, in that case, the northern property owner would be a party to the
89 Covenant and be required to accept restrictions on their property.

90 Mr. Alvarez asked if SCS was aware of any environmental testing or documentation
91 relating to the property to the north of the District. Mr. Reio stated he reviewed sites in the
92 vicinity and nothing was found; however, he would search again, in case more recent
93 information is available. Discussion ensued regarding permits, negotiating with an off-site
94 property owner to accept restrictions and the filling that was done in the District and on the
95 property to the north.

96 Mr. Bosco stated he was not in favor of approaching the neighbor. He asked Mr. Reio to
97 explain the multiple stages of monitoring and the need for a deep well and, given the map
98 provided in the past, he asked why the District's wells were so close together. Mr. Reio
99 discussed the previous environmental consultant's method of attempting to systematically
100 define everything within the property boundaries and the need to begin contemplating off-site
101 wells. It was difficult to determine the root cause of the iron levels, as iron naturally occurs in

102 soils in Miami-Dade County and the excessive muck may geochemically alter the groundwater's
103 chemistry.

104 Mr. Bosco asked if the landfill adjacent to the lake could possibly be contributing to the
105 iron or if it could be from something put into the lake. Mr. Reio stated he investigated the ash
106 landfill to the east, which has existing shallow, intermediate and deep wells on its southwestern
107 property boundary that are sampled every six months, in accordance with the Landfill Permit.
108 The site wells are clean, serve as temporary points of compliance and allow the CDD to avoid
109 eastward delineation.

110 Ms. Baluja asked if the possible restriction would preclude use of groundwater. She
111 noted that the HOA documents already prohibit wells and use of groundwater. Mr. Reio
112 responded affirmatively and stated that property owners are aware that the lake is a
113 stormwater feature only. Mr. Hernandez stated that the restriction would affect one irrigation
114 well next to the lake, which could not be used for irrigation. Discussion ensued regarding
115 approaching the northern neighbor for assistance in delineation. Mr. Reio stated the letter was
116 submitted to DERM and he recommended waiting for a response.

117 Mr. Bosco asked if other possible root causes or something introduced into the lake may
118 be a factor. Mr. Reio stated, while to their knowledge only permitted muck was present, the
119 possibility of an outsider illegally dumping something, such as a refrigerator, could only be ruled
120 out with a ground penetrating radar survey, which has not been recommended to regulators.
121 Iron attenuates, over time, much more slowly than an organic and monitoring and delineation
122 were recommended at this point. Mr. Bosco noted that iron levels seemed to be fluctuating in
123 some of the wells. Mr. Reio discussed the variations in site readings and noted that spikes are
124 sometimes observed during the rainy and dry seasons; this site has been an enigma.

125 Mr. Alvarez noted a parcel in Midtown Miami had arsenic contamination and the parcel
126 owner was only required to find conditions within their property line. He asked why the CDD
127 would be required to go beyond the property line. Discussion ensued regarding the Midtown
128 Miami project, whether the District should pursue discussions with the neighboring property
129 and possible responses to DERM. Mr. Rom stated that DERM's response would be distributed
130 to the Board, once received, and included on the next agenda for discussion.

131 **SIXTH ORDER OF BUSINESS**

Discussion/Consideration: Authorization for District Engineer to Engage Another DERM Consulting Firm

132

133

134

135 This item was tabled.

136

137 **SEVENTH ORDER OF BUSINESS**

Consideration of Proposals for Maintenance of Conservation Area/Costs

138

139

140 **A. Proposals**141 **I. Lake & Wetland Management Mitigation Service Agreement**142 **II. Allstate Resource Management, Inc., Mitigation Maintenance Agreement**143 **III. Aquatic Vegetation Control, Inc. Proposal/Agreement/Contract for Quarterly**
144 **Maintenance**145 **B. Analysis of Conservation Area Maintenance Costs for Fiscal Year 2022**146 **C. Consideration of Mitigation Maintenance Services Agreement (Lake and Wetland)**

147 Mr. Alvarez stated that RX Environmental Consulting would file the fourth of five
148 required yearly monitoring reports to the permitting agencies in July 2021. Because the
149 consultant's opinion was that the wetlands are in such good condition that quarterly
150 maintenance would be sufficient, proposals for maintenance of the conservation area were
151 requested. He presented a summary of costs for the respondents, recommended awarding the
152 contract to Allstate Resource Management, Inc. (Allstate) when the current contract with Lake
153 & Wetland Management ends in July and discussed the reasons for the recommendation.

154 Mr. Alvarez stated that Allstate was the only respondent who submitted a proposal for
155 one-time cleanup of construction debris. Ms. Baluja noted that Lennar already completed a
156 cleanup of construction debris. Mr. Bosco stated that most of the debris was cleaned up after
157 the site visit; however, wooden stakes along the bike path should also be removed. Ms. Baluja
158 stated she would notify Lennar. The consensus was that a one-time cleanup from an outside
159 vendor would not be needed due to Lennar's cleanup efforts. Mr. Alvarez noted the proposals
160 included quarterly removal of debris within the wetlands.

161 Mr. Bosco suggested appending the July letter and requested that Lake & Wetland
162 Management be given feedback and asked to remove debris. He suggested highlighting areas

163 on a map where exotics were to be maintained and trash removed so that performance can be
164 measured. Ms. Baluja suggested a walkthrough before terminating the previous contract and
165 entering into a new contract. Discussion ensued regarding which portions of the bike path were
166 included for maintenance, the timing for providing notice to Lake & Wetland Management and
167 timing of the new agreement.

168

169 **On MOTION by Mr. Patterson and seconded by Mr. Bosco, with all in favor, the**
170 **Allstate Resource Management, Inc., proposal, to be effective on July 1, 2021,**
171 **authorizing District Counsel to prepare a form of agreement, subject to the**
172 **proposal, and for the Chair to execute, and authorizing Staff to send a**
173 **termination letter to Lake & Wetland Management on May 30, 2021, to be**
174 **effective June 30, 2021, was approved.**

175

176

177 **EIGHTH ORDER OF BUSINESS**

Update: Site Visit Report

178

179 Mr. Rom presented the Site Visit Report and noted that Lennar addressed most of the
180 construction debris in and around the wetlands.

181

182 **NINTH ORDER OF BUSINESS**

**Discussion: Developer's Maintenance
Responsibility for Catch Basins Before,
During and After Construction**

183

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185

186 Mr. Bosco noted that some catch basins are filled with asphalt and asked about the
187 Developer's responsibility. Mr. Alvarez stated the Developer is responsible for maintaining the
188 drainage system free of debris and, upon completion of construction, the clean system would
189 be conveyed to the CDD. Ms. Baluja stated that construction was nearly complete and this was
190 the typical process. Mr. Alvarez stated that a maintenance program would allow the District to
191 spread out the costs and negotiate the best prices; when appropriate an analysis may be done.
192 Ms. Baluja noted that each Developer would be responsible for their portion.

193

194 Discussion ensued regarding the south parcel, which includes the bicycle path, when the
195 CDD's maintenance obligation would begin and the various phases in the District. Mr. Alvarez
196 would consult with the Developer's Engineer and advise the Board.

196

- 197 ▪ **Consideration of Resolution 2021-04, Approving a Proposed Budget for Fiscal Year**
198 **2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing**
199 **Transmittal, Posting and Publication Requirements; Addressing Severability; and**
200 **Providing an Effective Date**

201 **This item, previously the Third Order of Business, was presented out of order**

202 Mr. Rom presented Resolution 2021-04. He reviewed the proposed Fiscal Year 2022
203 budget highlighting line item increases, decreases and adjustments, compared to the Fiscal Year
204 2021 budget, and explained the reasons for any adjustments.

205 Mr. Bosco asked for the Board to be informed if any professional staff's hourly rate is
206 excessive. Discussion ensued regarding the District's professional and administrative costs,
207 efficiency, a commitment to cost savings and the landscaping and beautification projects.

208 Mr. Rom stated that approximately \$80,000 remained in the Construction Fund account
209 and, given that \$60,000 was budgeted for the "Environmental investigation" line item, the CDD
210 needs to be in a position to ensure that ongoing monitoring requirements will be met.

211 Mr. Bosco recommended that Board Members review the Completion Agreement in the
212 event of a future discussion. Mr. Rom stated he would provide the Agreement. Discussion
213 ensued regarding adjusting and prioritizing line items to avoid an assessment increase. Ms.
214 Baluja questioned whether the Construction Fund should have been utilized for the
215 environmental expenses and cautioned that the Developer may also requisition funds for
216 construction expenses. Mr. Alvarez noted that "Groundwater sampling" and "Environmental
217 investigation" were the same expense and that "Environmental investigation" should be
218 reduced by \$12,500.

219 The following changes were made to the proposed Fiscal Year 2022 budget:

220 Page 2: Remove "Planting project (NW 102 Ave)" in the amount of \$10,000

221 Page 2, "Environmental investigation": Reduce by \$12,500

222 Page 2: Remove "Drainage system improvements" in the amount of \$4,000

223 Page 2: Remove "Planting project (FPL pads)" in the amount of \$2,000

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On MOTION by Mr. Bosco and seconded by Ms. Garcia, with all in favor, Resolution 2021-04, Approving a Proposed Budget for Fiscal Year 2021/2022, as amended, and Setting a Public Hearing Thereon Pursuant to Florida Law for September 15, 2021 at 10:00 a.m., at The Landmark South Clubroom, 6055 NW 105th Court, Doral, Florida 33178; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

TENTH ORDER OF BUSINESS

Consideration of FPL Patrol Road and Bike Path Completion and Conveyance

- A. **Engineer As-Built Certification and Request for Conversion to Operation Phase**
- B. **SFWMD Acceptance of Engineer Certification of Construction Completion of FPL Patrol Road and Bike Path, and Application for Transfer to Perpetual Operation Entity**
- C. **Draft No Lien Affidavit from Lennar for Conveyance of FPL Patrol Road and Bike Path**
- D. **Draft Bill of Sale to Convey FPL Patrol Road and Bike Path from Lennar to the CDD**

Mr. Rom stated that this should be deferred, pending a response from the HOA.

ELEVENTH ORDER OF BUSINESS

Staff Reports

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

Mr. Pawelczyk reminded the Board that the Supervisor of Elections would send Form 1 to their address on file and the form should be returned to avoid a fine. He discussed the recent COVID-19 legislation, which aimed to prevent frivolous lawsuits, as long as property owners act in good faith, and stated a Legislative Memo would be forthcoming.

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

There being nothing further to report, the next item followed.

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

- I. **Update: Completed Resident Maintenance Requests**

- a. **Drain Cover**
- b. **Trimming and Weed Removal Next to Construction South of 66th Street**
- c. **Weeds Trimmed Along Green Construction Fence on 66th Street**

258 Mr. Rom stated the inquiries were forwarded to the Landmark Property Manager and
259 the Property Manager was very responsive to the requests.

260 **II. Discussion: HOA Clubhouse Update**

261 Mr. Rom stated the Clubhouse was not open as of yesterday but discussions were
262 underway; an update may be provided within days.

263 Mr. Alvarez stated that the crosswalk signage was very important and suggested
264 contacting Kimley-Horn. Discussion ensued regarding the crosswalk and dangers in the area.
265 The Board directed the Mr. Alvarez to contact Kimley-Horn.

266 **III. NEXT MEETING DATE: June 10, 2021 at 10:00 A.M.**

267 **o QUORUM CHECK**

268 The next meeting will be held June 10, 2021 at 10:00 a.m., unless cancelled.

269

270 **TWELFTH ORDER OF BUSINESS**

Public Comments

271

272 There being no public comments, the next item followed.

273

274 **THIRTEENTH ORDER OF BUSINESS**

Supervisors' Requests

275

276 Discussion ensued regarding the meeting agenda.

277

278 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

279

280 There being nothing further to discuss, the meeting adjourned.

281

282 **On MOTION by Mr. Patterson and seconded by Mr. Bosco, with all in favor, the**
283 **meeting adjourned at 12:34 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

18BI



Landmark At Doral

Fourth Annual Monitoring Report

Submitted in Association with:
SFWMD Permit 13-02759-P (App 040825-4)
ACOE App. 2004-10251 (IP-INS)
DERM: FW06-035
Prepared for:
Landmark Community Development District



July 26, 2021

RS Environmental Consulting, Inc.
18495 South Dixie Highway #124
Cutler Bay, FL 33157
Contact: Rainer W. Schael, President
Tel: (305) 979-4290
Rainer@rs-env.com

Project Location

The project is located in Section 17, Township 53 South and Range 40 East, in Miami-Dade County, Florida. The site is located north of NW 58th Street between NW 107th Avenue and NW 102nd Avenue (See Location Map Figure 1). To access the site, take the HEFT to the exit for NW 41st Street. Head East on NW 41st Street to NW 107th Avenue. Go north on NW 107th Avenue to NW 58th Street. The Landmark at Doral Project is located north of NW 58th Street and east of NW 107th Avenue.

Project Overview

The approved 121-acre development consisted of the construction of a residential housing community, street system, landscaping, parking, and associated stormwater management system. The issued permits authorized the filling of approximately 67.22 acres of disturbed wetlands (please note that 25.6 acres of wetlands on the project were previously permitted) for construction of the residential development. The wetlands that were filled included disturbed areas that were dominated by melaleuca and areas that had been converted to tree farms.

The approved on-site mitigation plan included the enhancement and preservation of 16.31 acres of existing impacted wetlands and the establishment of buffers. Specifically, the mitigation for wetland impacts consisted of the following:

1. Shallow Water Marsh and Wet Prairie Habitat – The restoration of 16.31 acres of degraded wetlands through lowering the elevation of the area from a range of approximately 2.55' NGVD to 2.0' NGVD ($\pm 0.25'$) to improve hydrology and remove/control exotics. These areas were then planted with native wetland species.
2. Transitional Buffer Habitat – The creation of 3.94 acres of transitional buffer zones surrounding each of the mitigation areas on-site. This buffer zone is to be a minimum of 15 feet wide.
3. Upland Buffer Habitat – The planting of an approximately 10' wide, 4,000 linear foot strip between NW 107th Avenue and the wetland preserve to provide a vegetated buffer from the road.

A summary of the mitigation components is shown in the following table (Table 1):

Table 1: Landmark at Doral – Wetland Impacts / Mitigation

Description	Acres
Project Area	121.18
Proposed Shallow Water Marsh/Wet Prairie Habitat (2.0' NGVD to 2.55' NGVD)	16.31
Proposed Transitional Habitat (2.55' NGVD to 7.0' NGVD)	3.94
Upland Buffer Habitat (required by Corps only)	4,000 linear feet along NW 107 th Avenue

Plans illustrating project configuration, transect locations and quadrats are included as Figure 2.

License/Permit Information

The Landmark at Doral project received a Dredge & Fill Permit from the US Army Corps of Engineers (SAJ-2004-10251 (IP-INS)), a Class 4 Wetlands Permit from Miami-Dade County RER/ DERM (FW06-035) and an Environmental Resource Permit from the South Florida Water Management District (13-02759-P) for the dredging or filling of 67.22 acres of wetlands and the enhancement and preservation of 16.31 acres of wetlands on-site.

Monitoring Requirements

The purpose of this report is to document the current conditions for the Third Annual Monitoring Event. The monitoring plan consists of the establishment of three (3) transects in the mitigation areas and eight (8) photo stations with one meter square quadrats (See Figure 2) for locations of transects and quadrats). Each transect and quadrat was evaluated for species composition, planting density (percent cover), and percentage of exotic species. In addition, water depth (if applicable) was also noted at the time of the monitoring event. The revised schedule (SFWMD Permit 13-02759-P, Application No. 170719-7) for the submittal of monitoring reports is shown in Table 2 below.

Table 2: Monitoring Schedule

Report	Due Date
Fourth Monitoring Report	July 30, 2021
Fifth Monitoring Report	July 30, 2022

The success criteria specified in the issued permits consists of the following:

1. 80% survival of planted specimens after the first year (all agencies);
2. 80% cover by appropriate wetland species (all agencies);
3. Less than 5% exotic/nuisance/invasive plant coverage (all agencies);
4. WRAP score of 0.6 (Corps only – as per 2014 ACOE mod)

Fourth Annual Report Summary

Overall, the wetland components of the preserve continue to be in good shape; hydrology and year-round soil moisture appears appropriate based on the healthy native herbaceous vegetation community. Extremely high water levels towards the end of 2021 did not appear to adversely affect the wetland areas, despite portions of the preserve being 30” deep after the heaviest rain events.

The construction of the tower at the northern end of Landmark South resulted in additional trash being blown into the wetlands adjacent to NW 107th Avenue. However, monthly trash pickups solved this issue. Now that the tower is mostly complete, a significant drop in trash has been noted.

In late 2020, the 10’ landscape buffer adjacent to NW 107th Avenue was trimmed to provide a cleaner look. This trimming removed a significant portion of biomass that had been growing over into the transitional buffer. As such, open areas were exposed; significant planting events within the transitional buffer were undertaken. Now that this transitional buffer is receiving additional light (previously the landscape buffer was shading out the transition zone and stunting shrub growth), the expansion of biomass in this area is anticipated.

The biological monitoring for this report was conducted on July 22, 2021. The tables below show the results of the monitoring site inspection.

Table 3: Summary of Results

Mitigation Area	Percent Cover	Water Depth (inches)
1	98%+	3”
2	98%+	3”
3	98%	2”
4	98%	3-5”
5	98%	3”
6	98%	3”
7	98%+	5”
8	96%+	4”

Nuisance plant species appear to be under control at this time and the percent cover (less than 1%) is well below the 5% upper limits specified in the permit conditions. The only herbaceous exotic is Torpedo Grass in one small area that is being selectively treated. No cattails were noted in the wetland areas and no Brazilian Pepper was noted in the buffer areas.

Upland / Transitional Buffer Habitat

The purpose of the Upland/ Transitional Buffer Habitat is to provide a buffer between the wetland preserve and residential housing. The area is planted with a variety of native species as shown in the following table. Recently planted areas noted previously appear healthy and exhibit vigorous growth and older areas show continued growth and little to no die-off or unhealthy areas.

The “landscape” trimming along NW 107th Avenue (noted in previous reports) has been resolved and these plantings are continuing to grow

Scientific Name	Common Name
<i>Muhlenbergia capillaris</i>	Muhly grass
<i>Ilex cassine</i>	Dahoon holly
<i>Acoelorrhaphae wrightii</i>	Paurotis Palm
<i>Guaiacum sanctum</i>	Lignum vitae
<i>Eugenia spp.</i>	Stoppers
<i>Annona glabra</i>	Pond Apple
<i>Acrostichum danaeifolium</i>	Leather Fern
<i>Cladium jamaicense</i>	Sawgrass
<i>Cephalanthus occidentalis</i>	Buttonbush
<i>Sophora tomentosa var truncata</i>	Necklace Pond
<i>Chrysobolanus icaco</i>	Red-Tipped Cocoplum
<i>Conocarpus erectus var sericeus</i>	Silver buttonwood
<i>Myrica cerifera</i>	Wax Myrtle
<i>Swietenia mahagoni</i>	Mahogany
<i>Baccharis halimifolia</i>	Saltbush
<i>Spartina bakeri</i>	Sand Cordgrass
<i>Lagerstroemia indica</i>	Crape Myrtle
<i>Tripsacum dactyloides</i>	Fakahatchee Grass
<i>Thrinax morrisii</i>	Keys thatch palm

Signage:

All signage appears intact and functional. Special care was made sure to check signage in highly trafficked areas; both the bike path areas and NW 107th Avenue.

Observed Wildlife Utilization

The following species were observed during monitoring that occurred on July 29, 2020.

Common Name	Latin Name
White Ibis	<i>Eudocimus albus</i>
Great Egret	<i>Casmerodius albus</i>
Red Shouldered Hawk	<i>Buteo lineatus</i>
American Bittern	<i>Botaurus lentiginosus</i>
Ring Billed Seagull	<i>Larus delawarensis</i>
Turkey Vulture	<i>Cathartes aura</i>
Black Vulture	<i>Coragyps atratus</i>
Green Heron	<i>Butorides virescens</i>
Cattle Egret	<i>Bubulcus ibis</i>

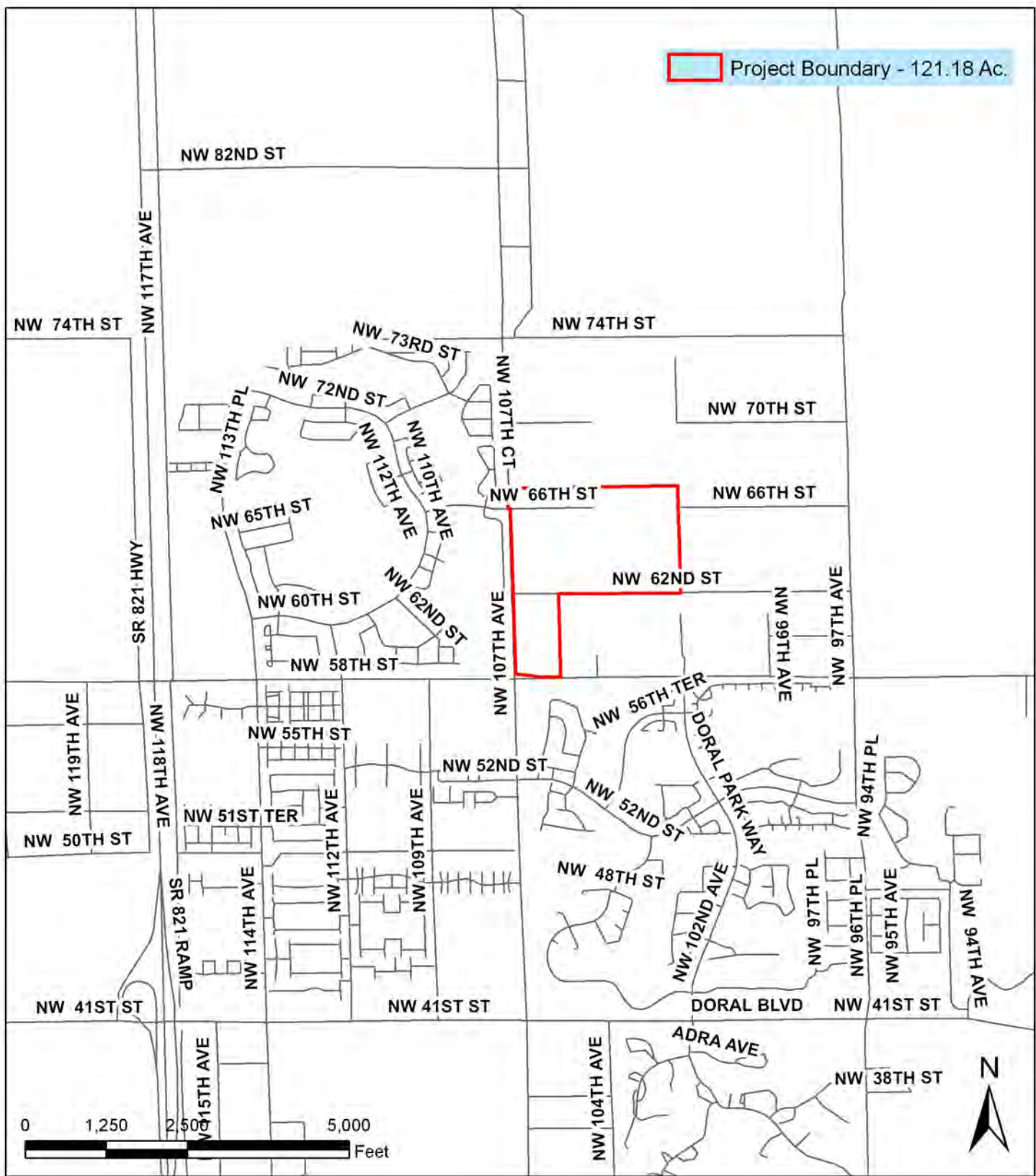
Corrective Actions Needed:

Based on the significant work performed over the last year, no corrective action is required at this time. The one area of Torpedo Grass in Cell 5 that has been treated is continuing to shrink and extremely detailed spraying in that area continues to preclude the natural recruitment of this invasive exotic.

Summary

At the time of the report, the preserve as a whole appears to be meeting permit conditions and exhibiting characteristics that will result in a long term stable ecosystem.

Monitoring of the mitigation sites will continue in accordance with the schedule shown in Table 2 with the final report due July 30, 2022.



Landmark at Doral

MIAMI-DADE COUNTY, FLORIDA



Environmental Consulting Inc.
 18495 South Dixie Highway
 #124
 Cutler Bay, FL 33157
 Phone: 305-979-4290
www.rs-env.com

FIGURE 1

Location Map
T-53S, R-40E, S-17

DRAWN BY: KAP	DATE: 1/19/11
CHECKED BY: RWS	SCALE: As Shown

RS PROJECT NUMBER:



Figure 2
Mitigation Photo Stations
 T-53S, R-40E, S-17

Landmark at Doral
 MIAMI-DADE COUNTY, FLORIDA



RS Environmental Consulting Inc.
 18495 South Dixie Highway #124
 Cutler Bay, FL 33157
 Phone: 305-979-4290
www.rs-env.com

DRAWN BY: KW

DATE: 1/24/13

CHECKED BY:

SCALE: As Shown

RS PROJECT NUMBER:

APPENDIX A - PHOTOS
Photo Station 1



Area impacted by FPL pole pad installation has fully recovered. New growth of natives such as Arrowhead (*Sagittaria sp.*) noted – light green areas. Site inundated due to recent rains.



Culvert still clear and eastern buffer appears strong and healthy.

Photo Station 2



Sawgrass with scattered Arrowhead. 2" of water noted. Eastern buffer appears strong. Western buffer, along NW 107th Avenue, has been recently enhanced with additional plantings. New plantings appear healthy thanks to recent rains.



Good species diversity noted. Sawgrass, Arrowhead, Beak Rushes, Road Grass (*Eleocharis geniculata*) and St. John's Wort all noted.

Photo Station 3



Continued excellent herbaceous coverage and diversity as noted in previous reports. This monitoring station exhibits a shorter hydroperiod as evidenced by more *Muhly* and *Pluchea sp.* being observed.



Signage clear and in good shape.

Photo Station 4



Good coverage of natives. Longer hydroperiod areas contain *Scirpus californicus*. The *Scirpus* was noted in the previous report, but has doubled in height since July of 2020. Pickerellweed and Duck Potatoe also exhibit strong growth here. Brazilian Pepper tree noted adjacent to this area had been treated.



This monitoring station is perhaps the longest hydroperiod of the entire preserve (see left photo with 5" of water). During the early Winter 2020 rains, this area was 30+ inches deep. RIGHT PHOTO – one *Ludwigia octovalis* noted – this will be treated during the next monitoring event. Note that this is the first time this species has been observed in the preserve.

Photo Station 5



Photo shows area that previously contained Torpedo-grass and has been a focus of continued treatment over the past year. This area is now revegetating with Sawgrass, Spikerush and Pluchea, with scattered Torpedograss. Continued spot treatment of the Torpedograss will continue to result in its decline. Maintenance crews have been diligent and detailed in this area in an effort not to adversely impact the recovering natives.



As part of the FPL pole upgrades, additional fill was placed within the pole pad. However, survey data demonstrates that the fill is within the permitted/ allowed footprint and does not extend into the CE.

Photo Station 6



Good species diversity; Plucheas, Sawgrass, Road Grasses, Muhly, Spikerush, Marsh Pinks and Duck Potato all visible.



Buffer at southern side (right) of this preserve continues to grow and exhibits excellent health and vigor.

Photo Station 7



This station has always had open areas without vegetation – likely due to its longer hydroperiod nature and the fact that the *Scirpus* has not migrated to this area (note *Chara sp.*). This area exhibits some of the heaviest wildlife utilization and Crayfish have also been observed here.

Photo Station 8



Strong native coverage noted in wetland area, including Alligator Flag as well as Sawgrass, Spikerush and Muhly. Adjacent buffer exhibits maturing trees and vigorous growth.

APPENDIX A

Vegetation Checklist

Grayed out rows represent species observed in the past, but not in 2021. Species composition remains relatively consistent. *Chara sp.* was not noted in 2019 and 2020, but was observed at Station 7 in small numbers. In general, species coverage has stabilized and this list should remain relatively unchanged for the coming years. In the upland areas, it was noted that Yellowtop is beginning to lessen in coverage, potentially as it is a primary colonizer and may be shaded out by maturing grasses and shrubs.

Note that due to recent trimming in the 10' wide buffer adjacent to NW 107th avenue necessitated the enhancement of the adjacent transitional slope. Both the portions adjacent to Lennar and Landmark South were enhanced with a variety of grasses and shrubs, primarily Muhly and Fakahatchee grasses and Cocoplum and Wax Myrtle. These plantings have been the subject of multiple agency site visits.

Mitigation Area 1A:

SCIENTIFIC NAME	COMMON NAME	STATUS
Transitional Fringe		
<i>Spartina bakeri</i>	Cordgrass	Native
<i>Sabal palmetto</i>	Cabbage Palm	Native
<i>Ambrosia artemisiifolia</i>	Ragweed	Native
<i>Eupatorium capillifolium</i>	Dog Fennel	Native
<i>Spermacoce verticillata</i>	False Buttonweed	Native
<i>Centella asiatica</i>	Spadeleaf	Native
Central Wetland		
<i>Pluchea odorata</i>	Annual Marsh Fleabane	Native
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Eupatorium capillifolium</i>	Dogfennel	Native
<i>Sagittaria latifolia</i>	Duck Potato	Native
<i>Hypericum perforatum</i>	St. John's Wort	Native
<i>Carex sp.</i>	Sedge	Native
<i>Eleocharis interstincta</i>	Spikerush	Native
<i>Bacopa monnieri</i>	Water Hyssop	Native
<i>Flaveria trinervia</i>	Yellowtop	Native

Mitigation Area 1B:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Pluchea odorata</i>	Annual Marsh Fleabane	Native
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Scirpus sp.</i>	Bulrush	Native
<i>Sagittaria latifolia</i>	Duck Potato	Native
<i>Chara sp.</i>	Musk Grass	Native
<i>Pontederia cordata</i>	Pickerelweed	Native
<i>Cladium jamaicense</i>	Sawgrass	Native
<i>Eleocharis interstincta</i>	Spikerush	Native
<i>Rhynchospora colorata</i>	White Top	Native
<i>Flaveria trinervia</i>	Yellowtop	Native

Mitigation Area 2A:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Eleocharis interstincta</i>	Spikerush	Native

Mitigation Area 2B:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Andropogon glomeratus</i>	Broomsedge	Native
<i>Scirpus sp.</i>	Bulrush	Native
<i>Sagittaria latifolia</i>	Duck Potato	Native
<i>Thalia geniculata</i>	Fireflag	Native
<i>Chara sp.</i>	Musk Grass	Native
<i>Pontederia cordata</i>	Pickerelweed	Native
<i>Cladium jamaicense</i>	Sawgrass	Native
<i>Panicum repens</i>	Torpedo Grass	Invasive

Mitigation Area 3A:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Centella asiatica</i>	Spadeleaf	Native
<i>Eleocharis interstincta</i>	Spikerush	Native
<i>Bacopa monnieri</i>	Water Hyssop	Native
<i>Flaveria trinervia</i>	Yellowtop	Native

Mitigation Area 3B:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Eupatorium capillifolium</i>	Dogfennel	Native
<i>Chara sp.</i>	Musk Grass	Native
<i>Cladium jamaicense</i>	Sawgrass	Native
<i>Centella asiatica</i>	Spadeleaf	Native
<i>Eleocharis interstincta</i>	Spikerush	Native
<i>Pluchea odorata</i>	Sweetscent	Native
<i>Bacopa monnieri</i>	Water Hyssop	Native
<i>Panicum repens</i>	Torpedo Grass	Invasive - minimal coverage
<i>Flaveria trinervia</i>	Yellowtop	Native

Mitigation Area 3C:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Pluchea odorata</i>	Annual Marsh Fleabane	Native
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Scirpus sp.</i>	Bulrush	Native
<i>Cyperus sp.</i>	Flatsedge	Native
<i>Panicum repens</i>	Torpedo Grass	Invasive– minimal coverage
<i>Flaveria trinervia</i>	Yellowtop	Native

Mitigation Area 4A:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Chara sp.</i>	Musk Grass	Native
<i>Eleocharis interstincta</i>	Spikerush	Native

Mitigation Area 4B:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Scirpus sp.</i>	Bulrush	Native
<i>Cladium jamaicense</i>	Sawgrass	Native
<i>Carex sp.</i>	Sedge	Native

Mitigation Area 4C:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Scirpus sp.</i>	Bulrush	Native
<i>Cladium jamaicense</i>	Sawgrass	Native
<i>Carex sp.</i>	Sedge	Native

Mitigation Area 4D:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Rhynchospora sp.</i>	Beaksedge	Native
<i>Scirpus sp.</i>	Bulrush	Native
<i>Sagittaria latifolia</i>	Duck Potato	Native
<i>Pontederia cordata</i>	Pickerelweed	Native
<i>Cladium jamaicense</i>	Sawgrass	Native
<i>Eleocharis interstincta</i>	Spikerush	Native

Mitigation Area 4E:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Pluchea odorata</i>	Annual Marsh Fleabane	Native
<i>Scirpus sp.</i>	Bullrush	Native
<i>Sagittaria lancifolia</i>	Arrowhead	Native

<i>Eupatorium capillifolium</i>	Dogfennel	Native
<i>Chara sp.</i>	Musk Grass	Native
<i>Cladium jamaicense</i>	Sawgrass	Native
<i>Centella asiatica</i>	Spadeleaf	Native
<i>Eleocharis interstincta</i>	Spikerush	Native
<i>Flaveria trinervia</i>	Yellowtop	Native

Mitigation Area 4F:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Scirpus sp.</i>	Bulrush	Native
<i>Eupatorium capillifolium</i>	Dogfennel	Native
<i>Thalia geniculata</i>	Fireflag	Native
<i>Cladium jamaicense</i>	Sawgrass	Native
<i>Eleocharis interstincta</i>	Spikerush	Native

Mitigation Area 5:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Eupatorium capillifolium</i>	Dogfennel	Native
<i>Chara sp.</i>	Musk Grass	Native
<i>Bacopa monnieri</i>	Water Hyssop	Native

Mitigation Area 6A:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Scirpus sp.</i>	Bulrush	Native
<i>Cladium jamaicense</i>	Sawgrass	Native
<i>Eleocharis interstincta</i>	Spikerush	Native

Mitigation Area 6B:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Eleocharis interstincta</i>	Spikerush	Native

Mitigation Area 7A:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Eleocharis interstincta</i>	Spikerush	Native

Mitigation Area 7B:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Eleocharis interstincta</i>	Spikerush	Native
<i>Chara sp.</i>	Musk Grass	Native

Mitigation Area 8A:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Eupatorium capillifolium</i>	Dogfennel	Native
<i>Pontederia cordata</i>	Pickernelweed	Native
<i>Eleocharis interstincta</i>	Spikerush	Native
<i>Flaveria trinervia</i>	Yellowtop	Native

Mitigation Area 8B:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Cyperus sp.</i>	Flatsedge	Native
<i>Eleocharis interstincta</i>	Spikerush	Native

Mitigation Area 8C:

SCIENTIFIC NAME	COMMON NAME	STATUS
<i>Sagittaria lancifolia</i>	Arrowhead	Native
<i>Rhynchospora sp.</i>	Beakrush	Native
<i>Cyperus sp.</i>	Flatsedge	Native
<i>Eleocharis interstincta</i>	Spikerush	Native
<i>Flaveria trinervia</i>	Yellowtop	Native

Supplemental Photos



Buffer north of the Landmark South buildings continues to mature.

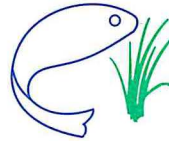


Larger trees (Gumbo Limbo) maturing in buffer. Note that this tree is not a part of FPL's *Right Tree, Right Place* and therefore not approved for planting within FPL easements. As such, this tree may need to be cut and removed at some point.

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

18B11

MITIGATION AREA MANAGEMENT REPORT



Allstate

RESOURCE MANAGEMENT, INC.

(954) 382-9766 • Fax: (954) 382-9770

www.allstatemanagement.com • e-mail: info@allstatemanagement.com

CUSTOMER Landmark @ Doral ACCOUNT # 2837 DATE 7/30/21
 WEATHER CONDITIONS mostly sunny; very hot; humid BIOLOGIST Terry + crew

MAINTENANCE

	A	B	C	D	E	MITIGATION AREA I.D.					
EXOTIC VEGETATION REMOVAL	✓	✓	✓	✓	✓						
INVASIVE WEEDS & GRASSES	✓	✓	✓	✓	✓						
SUBMERSED/EMERGENT AQUATICS											
FLOATING WEEDS											
TRASH / DEBRIS REMOVAL											
ADDITIONAL PLANTINGS											

REMARKS: Technicians treated above noted areas for any non-native growth (torpedogras, sedges, lead tree papayas, Brazilian pepper, balsam apple, phasey bean, etc.) and some invasive vegetation (cattail, vines, beggartick).

WATER TESTING (COMBINED AVERAGE)

TEMPERATURE H₂O _____ °F. High Normal Low
 DISSOLVED OXYGEN _____ ppm. High Normal Low
 pH READING _____ Acid 1-7 Neutral 7 Base 7-14
 WATER CLARITY _____ Good Fair Poor
 WATER SAMPLE TO LAB Yes No Test _____

FISH/WILDLIFE OBSERVATIONS

BENEFICIAL VEGETATION NOTED tremma, necklace pond, green + silver button woods, arrowhead, stoppers, firebush, cord grass

SPORT FISH Largemouth Bass Bream Catfish
 BIOLOGICAL CONTROL FISH Triploid Grass Carp Mosquitofish
 Gar Exotics _____
 BIRDS Anhinga Cormorant Kite Marsh Hawk Osprey
 Wading Wild Ducks Muscovies Coot Gallinule

OTHER WILDLIFE Mockingbirds

REMARKS: Sorry forgot to take pictures. Please let know what picture content should be of.

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

18C1



Elections
2700 NW 87th Avenue
Miami, Florida 33172
T 305-499-8683 F 305-499-8547
TTY 305-499-8480

miamidade.gov

CERTIFICATION

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Christina White, Supervisor of Elections of Miami-Dade County, Florida, do hereby certify that **Landmark at Doral Community Development District**, as described in the attached **EXHIBIT "C"**, has **869** voters.

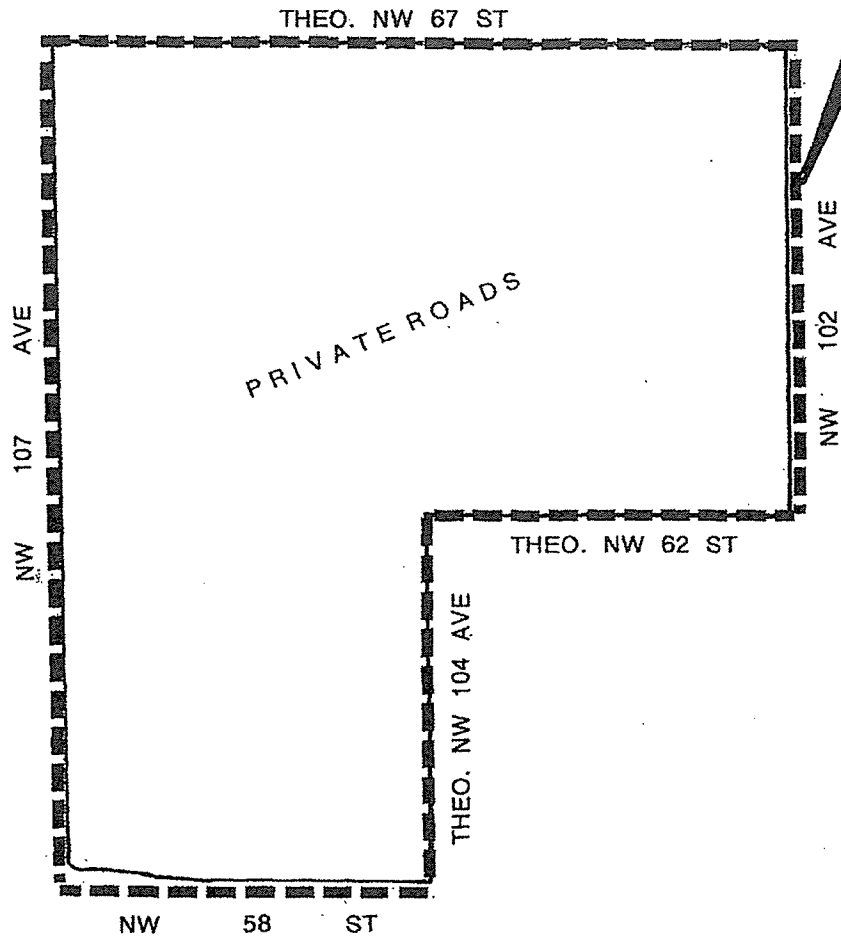
A handwritten signature in blue ink, appearing to be "Christina White", written over a horizontal line.

Christina White
Supervisor of Elections

WITNESS MY HAND
AND OFFICIAL SEAL,
AT MIAMI, MIAMI-DADE
COUNTY, FLORIDA,
ON THIS 3rd DAY OF
MAY, 2021

Please submit a check for \$110.00 to our office payable to "Miami-Dade County" for the cost of certifying the number of registered voters.

DISTRICT BOUNDARIES



LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

18C11

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

offices of Lennar, 730 N.W. 107th Avenue, Suite 300, Miami, Florida 33172
**The Landmark South Clubroom, 6055 NW 105th Ct., Doral, Florida 33178*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2020 CANCELED	Regular Meeting	10:00 AM
November 19, 2020	Landowners' Meeting & Regular Meeting	10:00 AM
December 10, 2020 CANCELED	Regular Meeting	10:00 AM
January 14, 2021	Regular Meeting	10:00 AM
February 11, 2021 CANCELED	Regular Meeting	10:00 AM
March 11, 2021	Regular Meeting	10:00 AM
April 8, 2021* CANCELED	Regular Meeting	10:00 AM
<i>The Landmark South Clubroom, 6055 NW 105th Ct., Doral, Florida 33178</i> (Board/Staff only) Public participation by teleconference only: 1-888-354-0094, CONFERENCE ID: 435668		
May 13, 2021*	Regular Meeting	10:00 AM
<i>The Landmark South Clubroom, 6055 NW 105th Ct., Doral, Florida 33178</i> (Board/Staff only) Public participation by teleconference only: 1-888-354-0094, CONFERENCE ID: 435668		
June 10, 2021** CANCELED	Regular Meeting	10:00 AM
July 8, 2021* NO QUORUM	Regular Meeting	10:00 AM
<i>The Landmark South Clubroom, 6055 NW 105th Ct., Doral, Florida 33178</i> (Board/Staff only) Public participation by teleconference only: 1-888-354-0094, CONFERENCE ID: 435668		
August 12, 2021** CANCELED	Regular Meeting	10:00 AM
<i>The Landmark South Clubroom, 6055 NW 105th Ct., Doral, Florida 33178</i> (Board/Staff only) Public participation by teleconference only: 1-888-354-0094, PARTICIPANT PASSCODE: 528 064 2804		
September 9, 2021**	Regular Meeting	10:00 AM
<i>The Landmark South Clubroom, 6055 NW 105th Ct., Doral, Florida 33178</i> (Board/Staff only) Public participation by teleconference only: 1-888-354-0094, PARTICIPANT PASSCODE: 528 064 2804		

September 15, 2021**	Public Hearing & Regular Meeting	10:00 AM
<i>The Landmark South Clubroom, 6055 NW 105th Ct., Doral, Florida 33178</i> (Board/Staff only) Public participation by teleconference only: 1-888-354-0094, PARTICIPANT PASSCODE: 528 064 2804		