

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

The Board of Supervisors of the Landmark at Doral Community Development District held a Regular Meeting on November 17, 2021, at 4:00 p.m., at The Landmark South Clubroom, 6055 NW 105th Court, Doral, Florida 33178. Members of the public were able to participate in the meeting via teleconference at 1-888-354-0094, Passcode: 528 064 2804.

For Landmark at Doral CDD:

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

Also present were:

Daniel Rom	District Manager
Michael Pawelczyk	District Counsel
Juan Alvarez	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 4:17 p.m. Supervisors Bosco, Patterson and Garcia 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

Discussion/Consideration

A. EHOFF Congress Doral, LLC, Conveyance

Agenda Items 3A and 3B were presented simultaneously.

Mr. Rom presented the EHOFF Congress Doral, LLC (EHOFF) request to convey the N.W. 60th Street entrance parcel, Tract E off N.W. 107th Avenue, to the CDD, which would necessitate amending the Maintenance Agreement, subject to Mr. Alvarez confirming that it makes sense for the CDD to accept responsibility.

Mr. Pawelczyk stated that EHOFF funded its construction and originally wanted to remain owner of Tract E; CDD infrastructure funds were not used to construct it. There was then further discussion with the prior owner regarding their interest in conveying this tract to the CDD. The following items were discussed:

- EHOFF plans to deed the property to the CDD, at no cost to the CDD, except for nominal legal expenses that the CDD would incur for legal review.
- Mr. Kris Machado, EHOFF Real Estate Attorney, made the request on behalf of EHOFF.
- The CDD would add the parcel to the EHOFF Maintenance Agreement and confirm if the EHOFF conveyance included the monuments. The CDD would need to add assessments to the benefitting parcels within the property.
- Mr. Machado was working on an assignment provision to include in the Maintenance Agreement, which would transfer to the new owners upon closing the deal, effective December 16, 2021.
- EHOFF owns the 10' buffer lands conservation easement; however, the CDD is responsible for its maintenance.

Mr. Pawelczyk presented the First Amendment to the Maintenance Agreement and asked for approval in substantial form until certain information is finalized. The following information was discussed and clarified:

- Exhibit C: The entrance parcel would be added into the Agreement. Maintenance responsibilities would include the sidewalks, medians, curbs, gutters, stormwater drain system facilities, roadway sub-base asphalt and paving markings and median landscaping.
- Monument Sign: The property owner is responsible for maintaining the sign as it is not located within Tract E.

Mr. Bosco felt that, before taking on new work, EHOFF should resolve its existing landscape maintenance issue on land across the street behind the third building that was just constructed. Mr. Bosco, Ms. Garcia and Mr. Rom would tour the area to confirm if EHOFF is responsible for its maintenance through the Agreement. EHOFF might not know that it is responsible for maintenance, if it was included in the original agreement, and, if it was not included, it would need to be added to the First Amendment. The CDD has varied courses of action to resolve this issue.

- The successor owner would be assigned maintenance responsibilities from the sale of the property.
- The tax rolls are identified through the Property Appraiser’s office.
- Once ownership is confirmed, Ms. Garcia would revise the scope of work and discuss what types of plantings to install with Mr. Alvarez.

Mr. Pawelczyk stated, if it is determined that the parcel should be included but was omitted from the original Maintenance Agreement, it would be added to the First Amendment.

On MOTION by Mr. Patterson and seconded by Ms. Garcia, with Mr. Patterson and Ms. Garcia in favor and Mr. Bosco dissenting, accepting conveyance from EHO of the N.W. 60th Street entrance parcel, Tract E off N.W. 107th Avenue, as described, in substantial form and subject to legal review and upon confirmation whether it included the parcel and monuments, was approved. [Motion passed 2-1]

B. First Amendment to Maintenance Agreement

On MOTION by Mr. Patterson and seconded by Ms. Garcia, with all in favor, the First Amendment to the Maintenance Agreement, to include the N.W. 60th Street entrance parcel, Tract E off N.W. 107th Avenue, in substantial form and subject to consideration previously stated by District Counsel, and authorizing the Chair or Vice Chair to execute, upon confirmation, was approved.

On MOTION by Mr. Patterson and seconded by Ms. Garcia, with all in favor, requiring EHO or the new owner to execute the First Amendment to the Maintenance Agreement, prior to recording the conveyance documents for the roadway, was approved.

FOURTH ORDER OF BUSINESS

Update: Status of Request to DERM for Additional Extension for Site Assessment Report Addendum (SARA) Submittal by SCS Engineers

Mr. Rom provided the following updates to the SCS Engineers (SCS) response to follow up questions from the last meeting:

➤ New Deadline Date - December 16, 2021: The Department of Environmental Resources Management (DERM) approved the request for an additional extension.

➤ SCS recommended waiting until closer to the new date before requesting another extension to see if the northern property owner responds to the Engineer’s letter.

Mr. Alvarez stated that the northern property owner had not responded to the letter; however, he has proof of receipt. He contacted the owner about the letter a little over a week ago and the owner confirmed receipt but did not discuss it further.

➤ Clarification of Delineation: For delineation to the east, SCS would use groundwater data from the Resource Recovery Facility, such as the landfill, as temporary points of compliance.

➤ SCS still needs to know the delineation to the north, which is why the northern property owner was contacted.

➤ The invoice to remove the drums was corrected and the contractor would advise Mr. Rom when they would be on site to commence the project.

FIFTH ORDER OF BUSINESS

Update: Status of Letter of Agreement from Lennar Indemnifying the District with Regard to Unauthorized Filling of Wetlands and Unauthorized Construction of Entrance Features Within a Conservation Easement

Mr. Rom provided the following updates regarding violation notices from the South Florida Water Management (SFWMD):

➤ SFWMD Enforcement Case No. 11429 - Failing to Achieve 80% Vegetation: Lennar agreed to cover all the permit fees as stated in the Letter of Agreement with Lennar. The Consent Order between Lennar and the CDD was executed and recorded with the City.

➤ SFWMD Enforcement Case No. 11428 - Encroachment of Signs in the Entry Wall and Filling of Wetlands: A response from Mr. Santalla, of Lennar Homes, to proceed with the same method noted above was pending. The SFWMD denied the request to waive its fees.

Mr. Bosco reported he believes that, during construction of the entry wall, the Florida Power & Light (FPL) meters were pulled so the lighting in the area no longer works. He asked if the issue was due to constructing the wall or if it was because of something else.

Mr. Alvarez opined that the reason for the error was that certain information was missed during the plat review and, rather than tearing the wall down, the SFWMD asked the CDD to make up the 1,000' of encroachment somewhere else. Based on his concerns about space after reviewing the site plan, Mr. Alvarez felt that the CDD-owned tract beyond the parking lot would be sufficient. Discussion ensued about requiring Lennar, not the CDD, to fund the cost incurred to remedy the situation.

SIXTH ORDER OF BUSINESS

Discussion: New Meeting Location

Mr. Rom asked to change the meeting location for the December meeting, if needed, based on communication received from property management, to allow the new owners time to settle in at the existing location. The new owners would advise him in January 2022 if the CDD needs to change the location and advertise the remaining Fiscal Year 2022 District meetings at a new location. It was noted that the December meeting may be cancelled.

On MOTION by Mr. Patterson and seconded by Mr. Bosco, with all in favor, authorizing Mr. Rom to change the December meeting location to The Landmark HOA Clubhouse, 10220 N.W. 66th Street, Doral, Florida, was approved.

The next meeting will be held December 15, 2021 at 4:00 p.m., at the Landmark HOA Clubhouse, upon approval from Landmark HOA Clubhouse, unless canceled.

SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of September 30, 2021

Mr. Rom presented the Unaudited Financial Statements as of September 30, 2021.

On MOTION by Mr. Bosco and seconded by Ms. Garcia, with all in favor, the Unaudited Financial Statements as of September 30, 2021, were accepted.

EIGHTH ORDER OF BUSINESS

Approval of Minutes

- A. **September 9, 2021 Regular Meeting**
- B. **September 15, 2021 Public Hearings and Regular Meeting**

On MOTION by Mr. Bosco and seconded by Ms. Garcia, with all in favor, the September 9, 2021 Regular Meeting Minutes and the September 15, 2021 Public Hearings and Regular Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Pawelczyk stated that to resolve an ongoing issue, Lennar would record a quit claim deed for 19 common area parcels for which that the Property Appraiser’s Office mistakenly recorded ownership to Lennar and the CDD. There would be no cost to the CDD. He would follow up with Attorney Mr. Marcus on December 1, 2021, which is Lennar’s year-end date.

B. District Engineer

- **Discussion: Allstate Resource Management, Inc. Debris/Trash Removal Report**

Mr. Alvarez presented the Report. Both the SFWMD and the CDD’s Environmental Consultant is happy with the maintenance results, in that monthly visits were planned. Mr. Rom stated that he received several favorable comments about the vendor.

Mr. Alvarez distributed and presented the scope of work and suggested materials for landscaping in multiple areas. Discussion ensued regarding selecting year-round plants and finalizing landscape designs. EHOF and the CDD would work together on the designs. Mr. Alvarez would obtain the scope or work and estimates to replicate the buffer and a proposal to present to EHOF.

Mr. Rom reminded the Board a landscaping budget line item was not assigned for Fiscal Year 2022 so unassigned funds would be used for any CDD costs incurred.

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

- **NEXT MEETING DATE: December 15, 2021 at 4:00 P.M.**
 - **QUORUM CHECK**

The next meeting will be held December 15, 2021, unless canceled.

TENTH ORDER OF BUSINESS

Public Comments

There were no public comments.

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Bosco asked the Board to consider installing a fountain in the east parcel lake.

Discussion ensued regarding spray issues, lighting, electrician and permit costs and Allstate maintaining and installing fountains. Mr. Alvarez would obtain proposals.

Mr. Bosco noted that the bike path is currently overgrown with weeds. He stated that the HOA's funds were nearly depleted and, although the CDD gave the bike path maintenance responsibility to the HOA, he wanted the CDD to retract it from the Maintenance Agreement, as he believed conveyance to the CDD did not occur. Mr. Rom was asked to discuss this with Lennar and verify that the fence and area was restored to its original condition, before conveyed to the CDD. Discussion ensued about defining the stretch of bike path, whether conveyance documents existed and the depleted HOA funds.

The draft Third Amendment to the Maintenance Agreement would be emailed to the Board before it is executed.

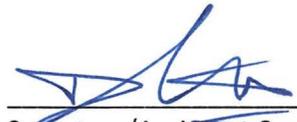
On MOTION by Mr. Bosco and seconded by Mr. Patterson, with all in favor, authorizing Mr. Pawelczyk to prepare a Third Amendment to the Maintenance Agreement with the HOA, to remove bike path maintenance from the Agreement, subject to the CDD receiving correspondence from the HOA requesting the same, and authorizing the Chair or Vice Chair to execute, was approved.

TWELFTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. Bosco and seconded by Mr. Patterson, with all in favor, the meeting adjourned at 5:28 p.m.



Secretary/Assistant Secretary



Chair/Vice Chair