



**CORONADO
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
MAY 4, 2020
4:00 P.M.**

Special District Services, Inc.
6625 Miami Lakes Drive, Suite 374
Miami Lakes, FL 33014

www.coronadocdd.org
305.777.0761 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
CORONADO COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING

May 4, 2020

4:00 p.m.

Conference Call Number: (877) 873-8018

Access Code: 9977994

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. November 21, 2019 Regular Board Meeting & Public Hearing Minutes.....Page 2
- G. Old Business
 - 1. Update Regarding Soft Gate/Security Camera/Speed Hump Improvement Project
 - 2. Update Regarding Potential Transfer of Perimeter Wall – Coronado Master Association to Coronado Community Development District
 - 3. Staff Report as Required
- H. New Business
 - 1. Consider Resolution No. 2020-01 – Adopting a Fiscal Year 2020/2021 Proposed Budget.....Page 6
 - 2. Discussion Regarding Vehicle Decal Distribution
 - 3. Consequences Resulting from Gate Implementation
 - 4. Consider 2nd Amendment to the Aquatic Maintenance Agreement.....Page 15
 - 5. Discussion Regarding Possibility of Installing Additional Surveillance Cameras
- I. Administrative & Operational Matters
 - 1. Discussion Regarding Qualifying Period – Noon, June 8, 2020 - noon, June 12, 2020
- J. Board Member and Staff Closing Comments
- K. Adjourn

**NOTICE OF SPECIAL MEETING
HELD DURING PUBLIC HEALTH EMERGENCY DUE TO COVID-19**

CORONADO COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the Board of Supervisors ("**Board**") of the Coronado Community Development District ("**District**") will hold a Special Meeting of the Board of Supervisors on **May 4, 2020, at 4:00 p.m.** to be conducted by telephonic conferencing communications media technology pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. Anyone wishing to access and participate in the meeting should refer to the District's website www.coronadocdd.org or contact District Office at (305) 777-0761 beginning seven (7) days in advance of the meeting to obtain access information. The meeting is being held for the necessary public purpose of considering the Fiscal Year 2020/2021 Proposed Budget and any District business which may lawfully and properly come before the Board.

While it is necessary to hold the above referenced meeting of the District's Board of Supervisors utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, participants are strongly encouraged to submit questions and comments to the District Manager to the following email address asilva@sdsinc.org, or mailing questions or comments to Armando Silva at 6625 Miami Lakes Drive, Suite 374, Miami Lakes, Florida, 33014 by April 27, 2020, at 4:00 p.m. in advance of the meeting to facilitate the Board's consideration of such questions and comments during the meeting. Participants may also submit questions or comments to the District Manager by telephone by calling (305) 777-0761 by the same time noted above.

A copy of the agenda may be obtained from Special District Services, Inc., 6625 Miami Lakes Drive, Suite 374, Miami Lakes, Florida, 33014, and/or toll free at 1-877-737-4922 ("**District Manager's Office**") during normal business hours or on the District's website www.coronadocdd.org. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting.

Any person requiring special accommodations in order to access and participate in the meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

As indicated above, this meeting will be conducted by media communications technology. Anyone requiring assistance in order to obtain access to the telephonic, video conferencing, or other communications media technology being utilized to conduct this meeting should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. Similarly, any person requiring or that otherwise may need assistance accessing or participating in this meeting because of a disability or physical impairment is strongly encouraged to contact the District Manager's Office at least forty-eight (48) hours in advance so that arrangements may be made.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

CORONADO COMMUNITY DEVELOPMENT DISTRICT

WWW.CORONADOCDD.ORG

PUBLISH: MIAMI DAILY BUSINESS REVIEW 04/27/20

**CORONADO COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 21, 2019**

A. CALL TO ORDER

District Manager Armando Silva called the November 21, 2019, Regular Board Meeting and Public Hearing of the Coronado Community Development District to order at 6:25 p.m. in the Doral Legacy Park – Second Floor Conference Room located at 811400 NW 82nd Terrace, Doral, Florida 33178.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 7, 2019, as part of the District's Fiscal Year 2019/2020 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of Chairperson Erwin Santacruz, Vice Chairperson Gladys Huot and Supervisor Dahiane Rondon constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance included: District Manager Armando Silva of Special District Services, Inc.; and District Counsel Michelle Rigoni (via telephone) of Hopping Green & Sams, P.A.

Also present were: Eduardo Rondon, son of Dahiane Rondon, Doral, Florida

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the Agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. October 17, 2019, Regular Board Meeting Minutes

Mr. Silva presented the minutes of the October 17, 2019, Regular Board Meeting and asked if there were any changes and/or corrections.

There being no comments or changes, a **motion** was made by Ms. Huot, seconded by Mr. Santacruz and passed unanimously approving the minutes of the October 17, 2019, Regular Board Meeting, *as presented*.

Note: A **motion** was made by Mr. Santacruz, seconded by Ms. Huot and unanimously made recessing the Regular Meeting and simultaneously opening the Public Hearing at approximately 6:27 p.m.

G. PUBLIC HEARING – ADOPTION OF AMENDED AND RESTATED RULES OF PROCEDURE

1. Proof of Publication

Proof of publication was presented which showed that notice of the Public Hearing had been published in *Miami Daily Business Review* on October 23, 2019, and October 24, 2019, as legally required.

2. Receive Public Comment on Adopting Amended & Restated Rules of Procedure

Mr. Silva opened the public comment portion of the public hearing to receive comments on the amended & restated rules of procedure. There being no comments from the public on the amended and restated rules of procedure, Mr. Silva closed the public comment portion of the Public Hearing.

3. Consider Resolution No. 2019-08 – Adopting Amended & Restated Rules of Procedure

Resolution No. 2019-08 was presented, entitled:

RESOLUTION 2019-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
CORONADO COMMUNITY DEVELOPMENT DISTRICT
ADOPTING AMENDED AND RESTATED RULES OF
PROCEDURE; PROVIDING A SEVERABILITY CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Santacruz, seconded by Ms. Huot and passed unanimously to adopt Resolution No. 2019-08, as presented.

***Note:** At approximately 6:33 p.m., Mr. Silva closed the Public Hearing and simultaneously reconvened the Regular Meeting.*

H. OLD BUSINESS

1. Update Regarding Soft Gate/Security Camera/Speed Hump Improvement Project

Mr. Silva advised that Martha Arango of Arking Solutions indicated that she was awaiting a response from Miami-Dade County (the “County”) Department of Economic Resources (“DERM”) regarding the recently submitted Tree Relocation Permit. Once the Tree Relocation Permit is signed by a representative of the County DERM, then Ms. Arango will deliver it to the City of Doral (the “City”) for the issuance of the permit by the City. Another update regarding this topic will be provided at the next meeting.

2. Staff Report, as Required

There was no Staff Report at this time.

H. NEW BUSINESS

1. Discussion Regarding Potential Transfer of Perimeter Wall – Coronado Master Association to Coronado Community Development District

Mr. Santacruz, on behalf of the Coronado Master Association (the “Association”), noted that the Association had yet to make a decision regarding the potential conveyance of the perimeter wall from the Association to the District. More information regarding this matter will be discussed at an upcoming meeting.

J. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Staff Report, as Required

There was no Staff Report at this time.

K. BOARD MEMBER & STAFF CLOSING COMMENTS

Mr. Silva stated that unless an emergency were to occur, the Board will not have to meet until after the New Year. Holiday wishes were exchanged by those in attendance.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Santacruz, seconded by Ms. Huot and unanimously passed to adjourn the Regular Board Meeting at 6:36 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

RESOLUTION NO. 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORONADO COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (the "Board") of the Coronado Community Development District (the "District") prior to June 15, 2020, a proposed operating budget and debt service budget for Fiscal Year 2020/2021; and

WHEREAS, the Board has considered the proposed budgets and desires to set the required public hearing thereon.

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

1. The operating and debt service budgets proposed by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** are hereby approved as the basis for conducting a public hearing to adopt said budgets.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for _____, 2020 at 6:15 p.m. The hearing may be conducted remotely, pursuant to _____ media technology and/or by telephone pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, as such orders may be extended, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. In the event that conditions allow the meeting to be held in person, it will be held at the following location:

LOCATION: Doral Legacy Park Second Floor Conference Room
11400 NW 82nd Terrace, Doral, Florida 33178

3. The District Manager is hereby directed to submit a copy of the proposed budgets to Miami-Dade County and the City of Doral at least sixty (60) days prior to the hearing set above.

4. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post these approved budgets on the District's website at least two days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District's Secretary is directed to transmit these approved budgets to the manager or administrator of Miami-Dade County for posting on its website.

5. Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. This Resolution shall take effect immediately upon adoption.

PASSED, ADOPTED and EFFECTIVE this 4th day of May, 2020.

ATTEST:

**CORONADO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Exhibit A: Fiscal Year 2020/2021 Proposed Budgets

EXHIBIT A
(Proposed FY 2019/2020 Budgets)

Coronado Community Development District

**Proposed Budget For
Fiscal Year 2020/2021
October 1, 2020 - September 30, 2021**

CONTENTS

- I PROPOSED BUDGET**
- II DETAILED PROPOSED BUDGET**
- III DETAILED PROPOSED DEBT SERVICE FUND BUDGET**
- IV ASSESSMENT COMPARISON**

PROPOSED BUDGET
CORONADO COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2020/2021
OCTOBER 1, 2020 - SEPTEMBER 30, 2021

	FISCAL YEAR 2020/2021 BUDGET
REVENUES	
Administrative Assessments	82,167
Maintenance Assessments	117,105
Debt Assessments	252,625
Master Association Contributions	72,500
Interest	360
TOTAL REVENUES	\$ 524,757
EXPENDITURES	
MAINTENANCE EXPENDITURES	
Security Services	145,000
Aquatic Maintenance/Midgefly Control	3,000
Fountain Maintenance/Power - FPL	2,000
Storm Drainage Maintenance	3,000
Engineering	1,750
Roadway/Street Maintenance	5,400
Soft Gates & Security Cameras Maintenance	4,200
Soft Gates Control/Power - FPL/Comcast	4,500
Security Camera Monitoring/Recording	4,000
Contingency	4,000
Maintenance Reserve	1,900
TOTAL MAINTENANCE EXPENDITURES	\$ 178,750
ADMINISTRATIVE EXPENDITURES	
Supervisor Fees	7,000
Payroll Taxes	535
Management	36,084
Field Operations Management	2,100
Legal	10,000
Assessment Roll	3,000
Audit Fees	3,500
Insurance	7,200
Legal Advertisements	1,600
Miscellaneous	2,000
Postage	500
Office Supplies	775
Dues & Subscriptions	175
Trustee Fee	3,600
Continuing Disclosure Fee	350
Website Management/ADA Compliance	2,000
Operating Reserve	3,000
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 83,419
TOTAL EXPENDITURES	\$ 262,169
REVENUES LESS EXPENDITURES	\$ 262,588
Bond Payments	(239,994)
BALANCE	\$ 22,594
County Appraiser & Tax Collector Fee	(4,518)
Discounts For Early Payments	(18,076)
EXCESS/ (SHORTFALL)	\$ -
Carryover From Prior Year	0
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
CORONADO COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2020/2021
OCTOBER 1, 2020 - SEPTEMBER 30, 2021

	FISCAL YEAR 2018/2019 ACTUAL	FISCAL YEAR 2019/2020 BUDGET	FISCAL YEAR 2020/2021 BUDGET	COMMENTS
REVENUES				
Administrative Assessments	80,304	82,173	82,167	Expenditures Less Interest & Carryover/.95
Maintenance Assessments	120,895	117,632	117,105	Expenditures Less Contributions/.95
Debt Assessments	252,625	252,625	252,625	Bond Payments/.95
Master Association Contributions	69,411	71,000	72,500	Master Association Contributions - 50% Of Security
Interest	695	300	360	Projected At \$30 Per Month
TOTAL REVENUES	\$ 523,930	\$ 523,730	\$ 524,757	
EXPENDITURES				
MAINTENANCE EXPENDITURES				
Security Services	138,726	142,000	145,000	\$3,000 Increase From 2019/2020 Budget
Aquatic Maintenance/Midgefly Control	1,860	4,750	3,000	\$1,750 Decrease From 2019/2020 Budget
Fountain Maintenance/Power - FPL	808	2,400	2,000	\$400 Decrease From 2019/2020 Budget
Storm Drainage Maintenance	0	2,400	3,000	\$600 Increase From 2019/2020 Budget
Engineering	1,689	1,500	1,750	\$250 Increase From 2019/2020 Budget
Roadway/Street Maintenance	350	5,400	5,400	No Change From 2019/2020 Budget
Soft Gates & Security Cameras Maintenance	0	4,200	4,200	No Change From 2019/2020 Budget
Soft Gates Control/Power - FPL/Comcast	0	4,500	4,500	No Change From 2019/2020 Budget
Security Camera Monitoring/Recording	750	6,000	4,000	\$2,000 Decrease From 2019/2020 Budget
Contingency	0	6,000	4,000	\$2,000 Decrease From 2019/2020 Budget
Maintenance Reserve	420	3,600	1,900	\$1,700 Decrease From 2019/2020 Budget
TOTAL MAINTENANCE EXPENDITURES	\$ 144,603	\$ 182,750	\$ 178,750	
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees	4,000	7,000	7,000	No Change From 2019/2020 Budget
Payroll Taxes	306	535	535	Supervisor Fees * 7.65%
Management	34,632	35,280	36,084	CPI Adjustment
Field Operations Management	1,500	2,100	2,100	No Change From 2019/2020 Budget
Legal	2,196	10,000	10,000	No Change From 2019/2020 Budget
Assessment Roll	3,000	3,000	3,000	As Per Contract
Audit Fees	3,500	3,600	3,500	Accepted Amount For 2019/2020 Audit
Insurance	5,000	7,500	7,200	Insurance Estimate
Legal Advertisements	472	1,700	1,600	\$100 Decrease From 2019/2020 Budget
Miscellaneous	1,157	2,000	2,000	No Change From 2019/2020 Budget
Postage	218	525	500	\$25 Decrease From 2019/2020 Budget
Office Supplies	420	800	775	\$25 Decrease From 2019/2020 Budget
Dues & Subscriptions	175	175	175	No Change From 2019/2020 Budget
Trustee Fee	3,165	3,600	3,600	No Change From 2019/2020 Budget
Continuing Disclosure Fee	350	350	350	No Change From 2019/2020 Budget
Website Management/ADA Compliance	1,500	2,000	2,000	No Change From 2019/2020 Budget
Operating Reserve	0	3,000	3,000	Operating Reserve
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 61,591	\$ 83,165	\$ 83,419	
TOTAL EXPENDITURES	\$ 206,194	\$ 265,915	\$ 262,169	
REVENUES LESS EXPENDITURES	\$ 317,736	\$ 257,815	\$ 262,588	
Bond Payments	(241,673)	(239,994)	(239,994)	2021 P & I Payments Less Interest
BALANCE	\$ 76,063	\$ 17,821	\$ 22,594	
County Appraiser & Tax Collector Fee	(4,382)	(4,524)	(4,518)	One Percent Of Total Assessment Roll
Discounts For Early Payments	(15,244)	(18,097)	(18,076)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 56,437	\$ (4,800)	\$ -	
Carryover From Prior Year	0	4,800	0	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ 56,437	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET

CORONADO COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2020/2021

OCTOBER 1, 2020 - SEPTEMBER 30, 2021

	FISCAL YEAR 2018/2019	FISCAL YEAR 2019/2020	FISCAL YEAR 2020/2021	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	1,296	100	200	Projected Interest For 2020/2021
NAV Tax Collection	241,673	239,994	239,994	Maximum Debt Service Collection
Total Revenues	\$ 242,969	\$ 240,094	\$ 240,194	
EXPENDITURES				
Principal Payments	117,000	119,000	122,000	Principal Payments Due In 2021
Interest Payments	124,134	120,235	117,220	Interest Payments Due In 2021
Bond Redemption	0	859	974	Estimated Excess Debt Collections
Total Expenditures	\$ 241,134	\$ 240,094	\$ 240,194	
Excess/ (Shortfall)	\$ 1,835	\$ -	\$ -	

Series 2017 Bond Refunding Information

Original Par Amount =	\$3,399,000	Annual Principal Payments Due =	May 1st
Interest Rate =	2.125% - 4.25%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2017		
Maturity Date =	May 2038		

Par Amount As Of 1/1/2020 = \$3,168,000

Coronado Community Development District Assessment Comparison

	Fiscal Year 2017/2018 <u>Projected Assessment*</u>	Fiscal Year 2018/2019 <u>Assessment*</u>	Fiscal Year 2019/2020 <u>Assessment*</u>	Fiscal Year 2020/2021 <u>Projected Assessment*</u>
Administrative	\$ 293.63	\$ 241.84	\$ 251.30	\$ 267.38
Maintenance	\$ 318.20	\$ 369.71	\$ 359.73	\$ 342.03
<u>Debt</u>	<u>\$ 772.56</u>	<u>\$ 772.56</u>	<u>\$ 772.56</u>	<u>\$ 772.56</u>
Total	\$ 1,384.39	\$ 1,384.11	\$ 1,383.59	\$ 1,381.97

* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector/Property Appraiser Fee

Community Information:

Total Units 327

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
CORONADO COMMUNITY DEVELOPMENT DISTRICT AND SOLITUDE LAKE
MANAGEMENT, LLC, FOR AQUATIC MAINTENANCE SERVICES**

This Second Amendment (“**Second Amendment**”) is made and entered into this ____ day of _____, 2020, by and between:

Coronado Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, Florida Statutes and the laws of the State of Florida (“**District**”), and

Solitude Lake Management, LLC, f/k/a Aquatic Systems, Inc., whose address is 1320 Brookwood Drive, Suite H, Little Rock, AR 72202 (“**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District and the Contractor previously entered into an agreement for aquatic maintenance services, dated August 15, 2014, as amended on September 18, 2014 (together the “**Agreement**”), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Section 18 of the Agreement, the Parties desire to amend the Agreement as set forth in more detail in Section 2 below; and

WHEREAS, each of the Parties hereto has the authority to execute this Second Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this Second Amendment so that this Second Amendment constitutes a legal and binding obligation of each Party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

SECTION 1. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Second Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 2. The Agreement is hereby amended as follows:

- A. The Agreement is hereby amended to reflect that Solitude Lake Management, LLC, hereby assumes all duties and obligations of the Contractor under the Agreement, and the District hereby consents to such assignment or assumption. Contractor’s address for purposes of giving notices under the Agreement:

Solitude Lake Management, LLC
1320 Brookwood Drive, Suite H
Little Rock, AR 72202

District’s address for purposes of giving notices under the Agreement:

Coronado Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to:

Hopping Green and Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, FL 32301
Attention: District Counsel

B. Compensation for the services shall be amended in accordance with **Exhibit B**. Such payment shall be due and payable in accordance with the terms of the Agreement. To the extent that any terms or conditions found in **Exhibit B** conflict with the terms of the Agreement or this Second Amendment, the Agreement and this Second Amendment control and shall prevail.

IN WITNESS WHEREOF, the Parties hereto have signed this Second Amendment to the Agreement on the day and year first written above.

ATTEST:

**CORONADO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

Print Name

ATTEST:

SOLITUDE LAKE MANAGEMENT, LLC

By: _____
Print: _____
Its: _____

Exhibit A: Aquatic Maintenance Agreement and First Amendment
Exhibit B: Proposal

Exhibit A
Aquatic Maintenance Agreement and First Amendment

Exhibit B Proposal



SERVICES CONTRACT

CUSTOMER NAME: Coronado at Doral CDD – Mr. Julian Romero
PROPERTY NAME: Coronado at Doral CDD
CONTRACT EFFECTIVE DATE: October 1, 2019 through September 30, 2020
SUBMITTED BY: Gary Wilhelm
SPECIFICATIONS: Lake #1 (2.50 Acreage; 1,680 Perimeter) – 8999 NW 107th Court, Doral, Florida 33178

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$1,920.00**. SOLitude shall invoice Customer **\$160.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each month. As a courtesy, the customer will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

888.480.LAKE (5253) | SOLITUDELAKEMANAGEMENT.COM



3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

888.480.LAKE (5253) | SOLITUDELAKEMANAGEMENT.COM



8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Coronado at Doral CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450
Virginia Beach, VA 23451

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

888.480.1.AKF (5253) | SOLITUDELAKEMANAGEMENT.COM



SCHEDULE A – ANNUAL LAKE MANAGEMENT SERVICES

Aquatic Weed Control:

1. Lake(s) will be inspected on a **twelve (12) times per year** on a once per month basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Grass Carp Stocking for improved Weed Control:

1. Triploid (sterile) Grass Carp will be stocked as appropriate to help prevent and control certain nuisance aquatic vegetation species. Stocking Grass Carp should be considered as part of any Integrated Pest Management (IPM) program.
2. The proper use of Grass Carp in these programs will often reduce the amount of pesticides required to properly maintain lakes and ponds, helping to achieve the long-term goals of quality management through the restoration of ecological balance.
3. The size and quantity of fish stocked will be determined by state permit approval, existing vegetation species and density, historical Grass Carp stocking records, and the risk of predation in each waterbody.
4. Grass Carp are regulated by each state. This contract does not include the cost of the permit or permit process. If an approved permit is not in place, then Grass Carp will not be stocked. If necessary, a separate proposal for a permit or permit amendment will be provided to the client.
5. Each waterbody with an outflow will require a Grass Carp escapement barrier to help ensure the Grass Carp do not escape. This contract does not include the cost of the barrier(s) or the installation of the barrier(s). If an approved barrier is not in place on each waterbody, then Grass Carp will not be stocked. If necessary, a separate proposal for a Grass Carp Barrier(s) will be provided to the client.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **twelve (12) times per year** on a once per month basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of Solitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of Solitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

888.480.LAKE (5253) | SOLITUDELAKEMANAGEMENT.COM



Lake Algae Control:

1. Lake(s) will be inspected on a **twelve (12) times per year** on a once per month basis.
2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Permitting:

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

888.480.LAKE (5253) | SOLITUDELAKEMANAGEMENT.COM



General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.