



**KENDALL BREEZE WEST
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
MAY 21, 2025
7:00 P.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193

www.kendallbreezewestcdd.org
786.347.2700 ext. 2027 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT
Community Clubhouse – Meeting Room
11780 SW 138th Avenue
Miami, Florida 33186
REGULAR BOARD MEETING & PUBLIC HEARING
May 21, 2025
7:00 p.m.

- 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. March 19, 2025 Regular Board Meeting.....Page 2
- G. Public Hearing
 - 1. Proof of Publication.....Page 7
 - 2. Receive Public Comments on Fiscal Year 2025/2026 Final Budget
 - 3. Consider Resolution No. 2025-04 – Adopting a Fiscal Year 2025/2026 Final Budget.....Page 8
- H. Old Business
 - 1. Update Regarding Sidewalk Damages (HOA Contractor)
 - 2. Discussion Regarding Asphalt Repairs.....Page 15
- I. New Business
 - 1. Consider Resolution No. 2025-05 – Adopting a Fiscal Year 2025/2026 Meeting Schedule.....Page 28
 - 2. Stormwater System Legal Requirements Update Memorandum (BCLMR).....Page 30
- J. Administrative & Operational Matters
 - 1. Reminder: 2024 Form 1 – Statement of Financial Interests Disclosure (Due by July 1, 2025)
- K. Board Member & Staff Closing Comments
- L. Adjourn



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142062	595884	Print Legal Ad-IPL01959000 - IPL0195900	Kendall Breeze West CDD	\$654.02	2	43 L

Attention: Laura J. Archer

Kendall Breeze West Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
LArcher@sdsinc.org

KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the **Kendall Breeze West Community Development District** (the "District") will hold Regular Meetings in the Kendall Breeze West Community Clubhouse Meeting Room located at 11780 SW 138th Avenue, Miami, Florida 33186 at **7:00 p.m.** on the following dates:

October 16, 2024
November 20, 2024
February 19, 2025
March 19, 2025
April 16, 2025
May 21, 2025
June 18, 2025
September 17, 2025

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at nnguyen@sdsinc.org and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at nnguyen@sdsinc.org and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT

www.kendallbreezewestcdd.org

PUBLISH: MIAMI HERALD 09/30/24

IPL0195900

Sep 30 2024

PUBLISHED DAILY MIAMI-DADE-FLORIDA

STATE OF FLORIDA COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:

Publication: Miami Herald

1 insertion(s) published on:

09/30/24

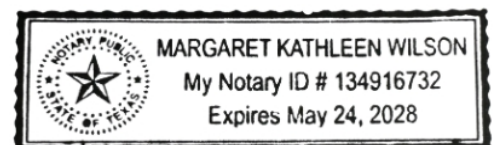
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s). The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 30th day of September in the year of 2024

Margaret K. Wilson

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

**KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
MARCH 19, 2025**

A. CALL TO ORDER

District Manager Nancy Nguyen called the March 19, 2025, Regular Board Meeting of the Kendall Breeze West Community Development District (the “District”) to order at approximately 7:04 p.m. in the Meeting Room at the Kendall Breeze West Community Clubhouse located at 11780 SW 138th Avenue, Miami, Florida 33186.

B. PROOF OF PUBLICATION

Ms. Nguyen presented proof of publication that notice of the March 19, 2025, Regular Board Meeting had been published in the *Miami Herald* on September 30, 2024, as part of the District’s fiscal year 2024/2025 meeting schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of Chairwoman Liana Cervino, and Supervisors Eduardo Sanchez, Marianna Antunez, and Dena Sherman constituted a quorum, and it was in order to proceed with the meeting.

Attending Staff were as follows: District Manager Nancy Nguyen of Special District Services, Inc.; and General Counsel Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also in attendance was: Jaime Salgado, of Miami, Florida.

D. CONSIDER RESOLUTION NO. 2025-03- DECLARING VACANCIES

Ms. Nguyen presented Resolution No. 2025-03, entitled:

RESOLUTION NO. 2025-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT
DECLARING VACANCIES ON THE BOARD OF SUPERVISORS
PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND
PROVIDING AN EFFECTIVE DATE.**

Ms. Nguyen provided an explanation for the document and advised that the 4-year terms of office for Seat 3 (currently held by Dena Sherman), Seat 4 (currently held by Liana Cervino) and Seat 5 (currently vacant) expired in November 2024. She further explained that no elector qualified for Seat 3, Seat 4, or Seat 5 to be filled in the General Election. Pursuant to Section 190.006(3)(b), Florida Statutes, the District is required to declare the seats to be filled by the election to which no qualified elector has qualified as vacant and to appoint a qualified elector to fill each such vacancy within ninety (90) days of the second Tuesday following the General Election. Until such appointment, the incumbent board member in such seat shall remain in office.

A **motion** was made by Ms. Cervino, seconded by Ms. Antunez and unanimously passed to declare Seat 3, Seat 4, and Seat 5 as vacant effective November 19, 2024 and further authorizing incumbent board members in these seats to remain in office until the appointment of a qualified elector to such seats.

E. DISCUSSION REGARDING VACANCIES AND APPOINTMENTS TO FILL VACANCIES

Ms. Nguyen stated that vacancies had been declared in Seats 3, 4, and 5, effective as of the second Tuesday of November (November 19, 2024) following the November General Election (November 5, 2024). Pursuant to Section 190.006(3)(b), Florida Statutes, incumbents (holdover Board Members) will serve no longer than ninety (90) days (from November 19, 2024) or until appointments to the vacancies have been made. A discussion ensued after which:

A **motion** was made by Mr. Sanchez, seconded by Ms. Antunez and unanimously passed to appoint Dena Sherman to Seat 3, and Liana Cervino to Seat 4; and such terms of office will expire in November 2028.

Ms. Nguyen stated that Seat 5, which term expires in November 2028 remains vacant.

F. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER DUTIES & RESPONSIBILITIES

Ms. Nguyen, Notary Public in the State of Florida, administered the Oath of Office to Ms. Sherman and Ms. Cervino. In addition, Ms. Nguyen reminded Ms. Sherman and Ms. Cervino that their duties and responsibilities as Board members remain the same.

G. ELECTION OF OFFICERS

As a result of the changes to the Board of the District, Ms. Nguyen recommended that re-election of the District's Officers take place. She provided the following slate of names for election:

- Chairwoman – Liana Cervino
- Vice Chairwoman – Dena Sherman
- Secretary/Treasurer – Nancy Nguyen
- Assistant Secretaries – Eduardo Sanchez, Marianna Antunez, Armando Silva and Gloria Perez

A **motion** was made by Mr. Sanchez, seconded by Ms. Cervino and passed unanimously to *elect* the District's Officers, as listed above.

H. ADDITIONS OR DELETIONS TO THE AGENDA

Ms. Nguyen informed the Board of Supervisors (the "Board") that she would like to add the following item to the agenda:

- New Business, Item 5. – Discussion Regarding Sidewalk Damages

The Board acknowledged Ms. Nguyen's request.

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

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

J. APPROVAL OF MINUTES

1. October 16, 2025, Regular Board Meeting

Ms. Nguyen presented the minutes of the October 16, 2024, Regular Board Meeting and asked if there were any changes and/or corrections. There being no comments or changes, a **motion** was made by Mr. Sanchez, seconded by Ms. Cervino and passed unanimously approving the minutes of the October 16, 2024, Regular Board Meeting, as presented.

K. OLD BUSINESS

1. Staff Report, as Required

There was no old business to discuss at this time.

L. NEW BUSINESS

1. Discussion Regarding Stormwater System Permit Procedures

Ms. Nguyen stated that Miami-Dade County's Division of Environmental Resources Management (DERM) is requiring that a Class V permit be issued every time cleaning and maintenance activities are being performed for stormwater and utility infrastructures and emergency dewatering operations required for flood protection. Ms. Nguyen explained that this new requirement will be needed for the annual stormwater system cleaning performed by the District, as well as the additional work performed throughout the year.

Ms. Nguyen stated that the current Class V permit pricing is as follows:

- 6 days - \$559 (cannot be extended)
- 7-30 days - \$682.63
- 31-90 days - \$1,053.50
- 365 days - \$2,150

Ms. Nguyen recommended that the District consider a 365 day permit. She further explained that should the District experience heavy storms or hurricanes, it would be beneficial to already have a permit in place so that work can be scheduled quickly following such storms. Ms. Nguyen explained that price sheets were requested from several contractors, but she has only received a response from two (2) contractors. The Board agreed with Ms. Nguyen's recommendation to apply for a 365 day permit.

Ms. Nguyen will email the Board copies of the 2 price sheets in her possession for their review. Upon selection of a contractor, Mr. George has been directed to prepare an Agreement between the District and the selected contractor.

2. Discussion Regarding Asphalt Repairs

Ms. Nguyen informed the Board that inspections of the roads have been scheduled for next week. More information on this item will be provided in a future meeting.

3. Consider Resolution No. 2025-01 – Adopting a Fiscal Year 2025/2026 Proposed Budget

Ms. Nguyen presented Resolution No. 2025-01, entitled:

RESOLUTION NO. 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET AND NON-AD VALOREM SPECIAL ASSESSMENTS FOR FISCAL YEAR 2025/2026; AND PROVIDING AN EFFECTIVE DATE.

Ms. Nguyen explained that the proposed 2025/2026 fiscal year budget would be balanced by designating a carryover of approximately \$8,700 from the projected fund balance as of September 30, 2025. Ms. Nguyen further explained that this will be the fourth year that the District will be collecting for the Roadway Resurfacing Project budget line and stated that the District currently has approximately \$42,858 set aside for this project. In addition to this, the District is projected to have approximately \$185,000 in the fund balance as of September 20, 2025. Ms. Nguyen advised that since the overall proposed assessments were not increasing in the fiscal year 2025/2026, letters to the residents would not be required. Furthermore, Ms. Nguyen stated as part of Resolution No. 2025-01, the Board must set a date for the public hearing to adopt the fiscal year 2025/2026 final budget and assessment roll. A discussion ensued after which:

A **motion** was made by Ms. Sherman, seconded by Ms. Cervino and unanimously passed to approve and adopt Resolution No. 2025-01, *as presented*, setting the public hearing to adopt the fiscal year 2025/2026 final budget and assessments for May 21, 2025, at 7:00 p.m. in the Meeting Room at the Kendall Breeze West Community Clubhouse located at 11780 SW 138th Avenue, Miami, Florida 33186; and further authorizes publication/notice of the budget public hearing, as required by law.

4. Consider Resolution No. 2025-02 – Registered Agent Change

Ms. Nguyen presented Resolution No. 2025-02, entitled:

RESOLUTION 2025-02

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

Ms. Nguyen read the title into the record. Mr. George explained that Florida Statutes requires that the District designate a registered office and registered agent for the purpose of accepting service

of process, notice, or demand that is required by law to be served upon the District. He further explained that it is necessary to designate a new registered agent and update the business address of the registered office.

A **motion** was made by Ms. Antunez, seconded by Ms. Cervino and unanimously passed designating Michael J. Pawelczyk as the Kendall Brezee West Community Development District registered agent, and designating the registered office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301.

5. ADD-ON: Discussion Regarding Sidewalk Damages

Ms. Nguyen explained that this item was added at the request of Mr. Sanchez. She further explained that the HOA has started their painting project and the lift trucks being used are cracking and staining the District's sidewalks. Ms. Nguyen explained that the District's Field Operations Manager has been taking pictures and noting the damaged sidewalks. The Board consensus is to communicate the damages to Catalina Navarro, the HOA Manager, and request that she communicate this concern with the painting contractor and request that they repair the sidewalks. More information on this item will be provided at a future meeting.

M. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Staff Report, as Required

There was no staff report at this time.

N. BOARD MEMBER & STAFF CLOSING COMMENTS

Ms. Nguyen reminded the Board that the Public Hearing is scheduled for May 21, 2025 and that Mr. Sanchez will not be in attendance.

O. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Cervino, seconded by Ms. Antunez and passed unanimously adjourning the Regular Board Meeting at approximately 7:37 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Publication Date
2025-05-08

Subcategory
Miscellaneous Notices

Notice of Public Hearing
and
Regular Board Meeting of
the Kendall Breeze West
Community Development District

The Board of Supervisors (the "Board") of the Kendall Breeze West Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on May 21, 2025, at 7:00 p.m., or as soon thereafter as the meeting can be heard, in the Kendall Breeze West Community Clubhouse Meeting Room located at 11780 SW 138th Avenue, Miami, Florida 33186.

The purpose of the Public Hearing is to receive public comment on the District's Fiscal Year 2025/2026 Proposed Final Budget and Non-Ad Valorem Assessment Roll of the District. The purpose of the Regular Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. A copy of the Proposed Final Budget and/or the Agenda may be obtained from the District's website or at the offices of the District Manager, 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193, during normal business hours. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Board members will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at 786-347-2700 ext. 2027 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Meetings may be cancelled from time to time without advertised notice.

Kendall Breeze West Community Development District

www.kendallbreezewestcdd.org

IPL0229681

May 1,8 2025

RESOLUTION NO. 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2025/2026 FINAL BUDGET INCLUDING NON-AD VALOREM SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Kendall Breeze West Community Development District (the “District”) has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2025/2026 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and

WHEREAS, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non-ad valorem assessments upon the properties within the District.

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

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2025/2026 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

Section 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 21st day of May, 2025.

ATTEST:

**KENDALL BREEZE WEST
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Kendall Breeze West Community Development District

**Final Budget For
Fiscal Year 2025/2026
October 1, 2025 - September 30, 2026**

CONTENTS

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

FINAL BUDGET
KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2025/2026 BUDGET
REVENUES	
ADMINISTRATIVE ASSESSMENTS	79,751
MAINTENANCE ASSESSMENTS	76,687
DEBT ASSESSMENTS	115,904
INTEREST INCOME	1,200
OTHER REVENUES	0
TOTAL REVENUES	\$ 273,542
EXPENDITURES	
MAINTENANCE & OPERATIONS EXPENDITURES	
ENGINEERING - ANNUAL REPORT & INSPECTIONS	3,000
STREET/ROADWAY & STORMWATER MAINTENANCE	19,400
PRESERVATION AREA MAINTENANCE	3,500
PRESSURE CLEANING	10,500
ROADWAY RESURFACING PROJECT	14,286
SPECIAL PROJECTS	10,700
SIDEWALK REPAIRS (MILLING & REPLACEMENTS)	5,500
STORM DRAINAGE/CLASS V PERMIT	3,500
MAINTENANCE CONTINGENCY (SIGNS, ETC.)	1,700
TOTAL MAINTENANCE & OPERATIONS EXPENDITURES	\$ 72,086
ADMINISTRATIVE EXPENDITURES	
SUPERVISOR FEES	5,000
PAYROLL TAXES (EMPLOYER)	383
MANAGEMENT	34,308
SECRETARIAL & FIELD OPERATIONS	6,000
LEGAL	8,500
ASSESSMENT ROLL	7,500
AUDIT FEES	3,600
INSURANCE	7,400
LEGAL ADVERTISING	2,700
MISCELLANEOUS	950
POSTAGE	225
OFFICE SUPPLIES	375
DUES & SUBSCRIPTIONS	175
TRUSTEE FEES	4,100
CONTINUING DISCLOSURE FEE	350
WEBSITE MANAGEMENT	2,000
ADMINISTRATIVE CONTINGENCY	1,300
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 84,866
TOTAL EXPENDITURES	\$ 156,952
REVENUES LESS EXPENDITURES	\$ 116,590
BOND PAYMENTS	(108,950)
BALANCE	\$ 7,640
COUNTY APPRAISER & TAX COLLECTOR FEE	(5,446)
DISCOUNTS FOR EARLY PAYMENTS	(10,894)
EXCESS/ (SHORTFALL)	\$ (8,700)
CARRYOVER FROM PRIOR YEAR	8,700
NET EXCESS / (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
REVENUES				
ADMINISTRATIVE ASSESSMENTS	85,751	84,879	79,751	Expenditures Less Interest & Carryover/.94
MAINTENANCE ASSESSMENTS	72,964	72,964	76,687	Expenditures/.94
DEBT ASSESSMENTS	114,973	115,336	115,904	Bond Payments/.94
INTEREST INCOME	11,870	720	1,200	Estimated At \$100 Per Month
OTHER REVENUES	150	0	0	
TOTAL REVENUES	\$ 285,708	\$ 273,899	\$ 273,542	
EXPENDITURES				
MAINTENANCE & OPERATIONS EXPENDITURES				
ENGINEERING - ANNUAL REPORT & INSPECTIONS	1,100	3,000	3,000	No Change From 2024/2025 Budget
STREET/ROADWAY & STORMWATER MAINTENANCE	4,769	19,400	19,400	No Change From 2024/2025 Budget
PRESERVATION AREA MAINTENANCE	2,673	3,500	3,500	No Change From 2024/2025 Budget
PRESSURE CLEANING	10,001	10,500	10,500	No Change From 2024/2025 Budget
ROADWAY RESURFACING PROJECT	0	14,286	14,286	14 Year Project (4th Year - Total Cost: \$200,000)
SPECIAL PROJECTS	0	10,700	10,700	No Change From 2024/2025 Budget
SIDEWALK REPAIRS (MILLING & REPLACEMENTS)	0	5,500	5,500	No Change From 2024/2025 Budget
STORM DRAINAGE/CLASS V PERMIT	0	0	3,500	New Requirement In Miami-Dade County
MAINTENANCE CONTINGENCY (SIGNS, ETC.)	5,064	1,700	1,700	No Change From 2024/2025 Budget
TOTAL MAINTENANCE & OPERATIONS EXPENDITURES	\$ 23,607	\$ 68,586	\$ 72,086	
ADMINISTRATIVE EXPENDITURES				
SUPERVISOR FEES	2,800	5,000	5,000	Supervisor Fees
PAYROLL TAXES (EMPLOYER)	214	383	383	Supervisor Fees *7.65%
MANAGEMENT	32,388	33,348	34,308	CPI Adjustment
SECRETARIAL & FIELD OPERATIONS	6,000	6,000	6,000	No Change From 2024/2025 Budget
LEGAL	8,593	8,500	8,500	No Change From 2024/2025 Budget
ASSESSMENT ROLL	7,500	7,500	7,500	As Per Contract
AUDIT FEES	3,800	3,900	3,600	Accepted Amount For 2024/2025 Audit
INSURANCE	6,594	7,100	7,400	Fiscal Year 2024/2025 Expenditure Was \$6,858
LEGAL ADVERTISING	3,304	1,700	2,700	Costs Have Increased Due To Closing Of The Miami Business Review
MISCELLANEOUS	792	1,000	950	\$50 Decrease From 2024/2025 Budget
POSTAGE	88	250	225	\$25 Decrease From 2024/2025 Budget
OFFICE SUPPLIES	227	400	375	\$25 Decrease From 2024/2025 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2024/2025 Budget
TRUSTEE FEES	4,089	4,100	4,100	No Change From 2024/2025 Budget
CONTINUING DISCLOSURE FEE	350	350	350	No Change From 2024/2025 Budget
WEBSITE MANAGEMENT	2,000	2,000	2,000	No Change From 2024/2025 Budget
ADMINISTRATIVE CONTINGENCY	0	1,300	1,300	Administrative Contingency
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 78,914	\$ 83,006	\$ 84,866	
TOTAL EXPENDITURES	\$ 102,521	\$ 151,592	\$ 156,952	
REVENUES LESS EXPENDITURES	\$ 183,187	\$ 122,307	\$ 116,590	
BOND PAYMENTS	(109,547)	(108,416)	(108,950)	2026 P & I Payments Less Earned Interest
BALANCE	\$ 73,640	\$ 13,891	\$ 7,640	
COUNTY APPRAISER & TAX COLLECTOR FEE	(2,631)	(5,464)	(5,446)	Two Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(10,265)	(10,927)	(10,894)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 60,744	\$ (2,500)	\$ (8,700)	
CARRYOVER FROM PRIOR YEAR	0	2,500	8,700	Carryover From Prior Year
NET EXCESS / (SHORTFALL)	\$ 60,744	\$ -	\$ -	

DETAILED FINAL DEBT SERVICE FUND BUDGET
KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	3,976	500	1,000	Projected Interest For 2025/2026
NAV Tax Collection	109,547	108,416	108,950	2026 P & I Payments Less Earned Interest
Total Revenues	\$ 113,523	\$ 108,916	\$ 109,950	
EXPENDITURES				
Principal Payments	70,000	65,000	70,000	Principal Payment Due In 2026
Interest Payments	49,644	43,916	39,950	Interest Payments Due In 2026
Total Expenditures	\$ 119,644	\$ 108,916	\$ 109,950	
Excess / (Shortfall)	\$ (6,121)	\$ -	\$ -	

Series 2004 Bond Information

Original Par Amount =	\$1,580,000	Annual Principal Payments Due:	May 1st
Interest Rate =	5.875%	Annual Interest Payments Due:	May 1st & November 1st
Issue Date =	December 2004		
Maturity Date =	May 2034		
Par Amount As Of 1/1/25 =	\$780,000		

Kendall Breeze West Community Development District Assessment Comparison

Lot Size		Fiscal Year 2022/2023 Assessment	Fiscal Year 2023/2024 Assessment	Fiscal Year 2024/2025 Assessment	Fiscal Year 2025/2026 Assessment
		Before Discount*	Before Discount*	Before Discount*	Before Discount*
30	Administrative	\$ 405.75	\$ 410.12	\$ 408.08	\$ 383.43
	Maintenance	\$ 353.35	\$ 350.79	\$ 350.79	\$ 368.69
	<u>Debt</u>	<u>\$ 530.78</u>	<u>\$ 528.50</u>	<u>\$ 530.16</u>	<u>\$ 536.62</u>
	Sub-Total For Lot Size 30	\$ 1,289.88	\$ 1,289.41	\$ 1,289.03	\$ 1,288.74
35	Administrative	\$ 405.75	\$ 410.12	\$ 408.08	\$ 383.43
	Maintenance	\$ 353.35	\$ 350.79	\$ 350.79	\$ 368.69
	<u>Debt</u>	<u>\$ 604.25</u>	<u>\$ 601.65</u>	<u>\$ 603.55</u>	<u>\$ 606.51</u>
	Sub-Total For Lot Size 35	\$ 1,363.35	\$ 1,362.56	\$ 1,362.42	\$ 1,358.63

* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information:

Thirty Foot Homes	139
<u>Thirty Five Foot Homes</u>	<u>69</u>
Total Units	208

Thirty Foot Lots

Homes:	139
Less Bond Prepayers:	<u>1</u>
Total:	138



LEGA Striping and More, Inc.

8896 NW 116th St
Hialeah Gardens, FL 33018
(305) 303-7450
legaperea@gmail.com

PROPOSAL.

DATE: 05/04/2025

Atte: Kendall Breeze West CDD

**JOB ADDRESS: 11780 SW 138th Ave.
Miami, FL 33186**

SCOPE OF WORK

Description.	Quantity.	Cost (\$)	Amount (\$)
Asphalt Patches.	1,208 LF	5.15	6,221.20
6" White.	432 LF	1.10	475.20
12" White.	1,162 LF	2.20	2,556.40
18" White.	390 LF	3.25	1,267.50
24" White.	284 LF	4.15	1,178.60
4" Yellow.	6,877 LF	0.95	6,533.15
18" Yellow.	202 LF	3.25	656.50
R.P.M	205 EA	6.50	1,332.50
Arrow	3 EA	75.00	225.00
YIELD (Message)	1 EA	170.00	170.00

Total Amount: \$ 20,616.05

Accepted by:

Authorized Representative Signature:

Date of Acceptance:

Sincerely,

LEGA Striping and More, Inc



**YOUR NATIONWIDE PAVEMENT
MAINTENANCE SOLUTION**

OPP-25-017197 - Kendall Breeze West CDD - Restriping - Patching
11480 SW 138th PI
Ryan Quiroga

Ronnie Sagman
ronnie.sagman@rosepaving.com



Paving Our Path

In December 2024, **Rose Paving** and **Atlantic Southern Paving (ASP)** merged to form one of the largest self-performing paving companies in the United States. This strategic union combines their complementary geographic footprints, creating an expansive nationwide network with unparalleled reach. Operating under the Rose Paving name, the merger unites over 1,000 employees across 36 offices, enhancing their ability to deliver best-in-class paving solutions and superior service to clients nationwide.



Completing 20,000+ Jobs Every Year



Providing 80+ Years of Trusted Service



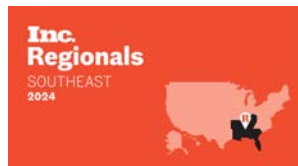
Serving Commercial & Residential HOAs/COAs



Same great team



36 Regional Offices



www.PaveWithASP.com (954) 581-5805



Learn more about **Rose Paving** at www.RosePaving.com

Account Information	Contact Information	Rose Paving Information
Account Name: Kendall Breeze West	Contact Name: Ryan Quiroga	Senior Account Executive: Ronnie Sagman
Street Address: 11480 SW 138th Pl	Contact Email: rquiroga@sdsinc.org	Email: ronnie.sagman@rosepaving.com
City State Zip: Miami FL 34432-8751	Contact Phone: 786-609-8717	

Notes/Exclusions
Restriping of master roadways with repairs

PRICING TABLE			
Service Line Name	QTY	U of M	Subtotal
Asphalt Repairs - 1.5" Thick - 70 Locations	3,200	SF	\$15,735.00
Roadway Restriping - Thermoplastic Markings - RPMS	1	LS	\$17,400.00
Total			\$33,135.00



CUSTOMER APPROVAL

Total Dollars Approved: **\$33,135.00**

Name:

Authorized Signature:

BILLING INSTRUCTIONS:

Scope Detail

Service Line Name	Service Description
Asphalt Repairs - Type SIII 1.5" Thick - 70 Locations	Sawcut, remove and haul away damaged asphalt from 70 locations Tack areas for new asphalt installation Install up to 1.5" of new hot asphalt Type SIII mix and compact to 70 locations - 3,200 SF Barricade all areas while work in progress
Roadway Restriping - Thermoplastic Markings - RPMS	Restripe main roadway areas with thermoplastic DOT traffic paint Restripe speed humps with solid yellow Latex DOT traffic paint Install up to 200 new RPMS - reflective pavement markers

Rose Paving Terms & Conditions

- 1. CONTRACT DOCUMENTS:** The Contract Documents consist only of these Terms & Conditions, the attached Proposal and terms contained therein, and specification sheets, drawings and other documentation attached to this Proposal, or otherwise made part of this agreement in writing. Such Contract Documents constitute the entire agreement between Rose Paving and Customer, and no other terms shall serve to alter the terms hereof without written agreement signed by both parties. Pricing in the Proposal is based on the specifications and terms set forth in the Proposal. If Customer requires different or additional terms, or compliance with any set of specifications, whether designed by an engineer or architect on Customer's behalf, or any governmental specification, other than those set forth in the Proposal, the Proposal price may need to be adjusted. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written change orders and will become an extra charge over and above the Proposal price.
- 2. TIME LIMITATION:** The Proposal price is valid for fifteen (15) calendar days after the date of issuance. After fifteen (15) calendar days from the date of issuance, please contact the identified Account Executive to confirm pricing.
- 3. ESCALATION:** This Proposal is based on material costs at current market rates. Due to the current volatile market conditions for liquid asphalt that are beyond Rose Paving's control and in the event of future material price increases Customer agrees to pay for the escalation of material costs without a change order. This paragraph applies only to materials.
- 4. DELAY:** Rose Paving shall not be responsible or in any way charged for unavoidable delays in work, including but not limited to delays caused by weather, government orders, Acts of God, labor strikes, pandemic, and other similar delays.
- 5. QUANTITIES LISTED:** Customer understands and agrees that all quantities are estimates; due to site conditions or other obstacles, the completed quantities may vary from those estimated, and any additional quantities needed will be paid to Rose Paving in full, without need for change order or other written authorization.
- 6. TAXES:** The price quoted in this Proposal is inclusive of any sales, use, or similar taxes imposed on the material or labor provided.
- 7. PAYMENT TERMS:** Net balance due within 30 days after completion of the work, or after issuance of the invoice, whichever is earlier. Progress payments, if any, are due within 30 days of the invoice date. Unpaid balances will accrue a late fee of 1% per month until paid in full. The Proposal and Invoice price reflect a 4% discount for payments by cash, check, or ACH.
- 8. DEPOSIT:** If the Proposal exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.
- 9. CANCELLATION OR DEFAULT:** If Customer cancels the work described herein for any reason, Customer agrees to pay Rose Paving for any sums incurred or expended through the date of cancellation in complying with this Proposal, and further agrees to pay Rose Paving the proportionate Proposal price for all work completed to that time. If Customer is in default under this Proposal, including but not limited to Customer's failure to pay any progress billings, Rose Paving shall have the right to stop work and cancel any remaining work.
- 10. PERMITS AND FEES:** Customer is responsible for obtaining and paying for any required permits, bonds, or licenses. Unless noted otherwise, the Proposal price excludes the cost of building permits and bonds required to perform the work required hereunder, and further excludes plans required to obtain such permits or bonds. However, for an additional charge of \$850.00, in addition to the cost of the permits, Rose Paving will apply for and obtain building permits, if requested, after receipt of a change order signed by both parties. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent. Customer is responsible for engaging and paying an engineer or architect to prepare any engineering or architectural plans required to obtain building permits.

11. UNMARKED / UNDOCUMENTED UTILITIES: The Customer is responsible for ordering and scheduling any required private and/or public utility locates. Rose Paving shall not be responsible for any damage to private utility lines damaged during the course of work that were unmarked, undocumented, or non-conforming to prevailing codes. Rose Paving will be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming utility lines. Rose Paving shall not be liable for additional damages or costs associated with utility interruption regardless of whether the damaged utility lines were marked, documented, or conforming to prevailing codes.

12. WORK ACCESSIBILITY: The Proposal price is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc) at the scheduled project start date and time and throughout the scheduled project time. Rose Paving reserves the right to adjust the agreed upon Proposal price to include all additional expenses incurred, including but not limited to additional labor and material charges, and trip charges.

13. SOIL CONDITIONS: The Proposal price is contingent on the existing subsoil or base being adequate to support the ordered work. Rose Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, or similar deficiencies. Unless stated within the Proposal, Rose Paving will not conduct core samples or engage the services of an engineer to determine the adequacy of the subsoil or base.

14. WATER DRAINAGE: On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. Rose Paving shall not be held liable for ponding or retention in areas surrounding the work area. Customer acknowledges that on projects where the scope of work includes an asphalt overlay, the asphalt overlay will follow the contour of the existing base surface and Rose Paving does not guarantee or warranty and will not be liable for drainage issues in the work area or surrounding areas. Customer understands and agrees that grading issues fall outside the scope of Rose Paving's work hereunder.

15. CLEANING EXPENSES: Customer understands that the work called for in this agreement is a messy process. Rose Paving is not responsible for cleaning dust generated by the work blown outside of the work area. Rose Paving is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Rose Paving employees or its subcontractors.

16. INSURANCE: Rose Paving will maintain insurance coverage including Comprehensive General Liability, Automobile, and Worker's Compensation as required by law. Customer agrees that it is responsible for any other coverage needed or desired relative to the location described above and work performed hereunder and is not relying on Rose Paving for any such coverage.

17. INDEMNITY: Rose Paving agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions while performing work. However, once installation is complete and Customer takes possession of the work area, Customer understands and agrees that Rose Paving cannot be responsible for materials or area maintenance and safety, and therefore Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Customer agrees to indemnify, defend and hold Rose Paving and its agents harmless from any and all loss, expense, liability, or attorneys' fees in connection with any such damages or injuries occurring thereafter. Nothing contained within this paragraph means or should be construed to mean that Rose Paving or others shall be indemnified for their own negligence.

18. CHOICE OF LAW & VENUE: To the fullest extent permitted by law, each provision of this contract shall be interpreted in such manner as to be effective and valid under the laws of the State of Project and corresponding Choice of Law indicated below without regard to that state's conflict of laws principles, and venue and jurisdiction for any dispute under this agreement shall rest in the Venue and Jurisdiction identified:

	State of Project	Choice of Law	Venue and Jurisdiction
A.	Arizona	Arizona	Superior Court of Maricopa County or the United States District Court District of Arizona-Phoenix
B.	California	California	Superior Court of California County of Los Angeles or the United States District Court Central District of California
C.	Connecticut	Connecticut	State of Connecticut Judicial Branch Hartford Judicial District or United States District Court District of Connecticut.
D.	Florida	Florida	Circuit Court of Hillsborough County Florida or the United States District Court Middle District of Florida
E.	Illinois	Illinois	Circuit Court of Cook County or Northern District of Illinois
F.	North Carolina	North Carolina	Mecklenburg Circuit Court or the U.S. District Court Western District of North Carolina
G.	Tennessee	Tennessee	Davidson County Circuit Court or the U.S. District Court Middle District of Tennessee Nashville Division
H.	Virginia	Virginia	Fairfax Circuit Court or the U.S. District Court Eastern District of Virginia
I.	All other states	Illinois	Circuit Court of Cook County or U.S. District Northern District of Illinois Eastern Division

19. ATTORNEY FEES & COSTS: In the event of litigation between the parties arising from this Proposal, Rose Paving shall be entitled to reasonable collection agency fees, attorneys fees and costs.

20. JURY WAIVER: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

21. WARRANTY: Rose Paving will complete its work in a workmanlike manner according to standard industry practices for similar projects in the area where the work was performed. Rose Paving warrants that all labor and materials furnished will be free from defects due to defective materials or workmanship for a period of one year from the date of completion. Notwithstanding the foregoing, temporary or semi-permanent repairs such as pothole filling, crackseal, and infrared are offered with no express or implied warranties. Asphalt overlays are not warranted against reflective cracking. This warranty does not include normal wear and tear, damage caused by oil or chemical spills, snowplows, excessive weight, tire tears, lack of parking lot maintenance, and/or product abuse. Under this warranty, Rose Paving will be provided with the opportunity to have one of its representatives assess any purported defect caused by Rose Paving employees and/or material installed by Rose Paving. If Rose Paving determines the claimed defect was the fault of Rose Paving's workmanship and/or materials, Rose Paving will, at no cost to Customer, repair or replace the affected work. Rose Paving will be under no obligation to perform punch-list work until 95% of the Proposal price, as adjusted by any change orders, has been paid. Rose Paving will be under no obligation to perform warranty work, and no warranty will be valid, until 100% of the Proposal price, as adjusted by any change orders, has been paid.

22. CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS: Customer consents to Rose Paving using images and videos of jobsite as described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have the right to use the name, logos, trademarks, trade names, service marks or other marks of Customer to the extent any of the foregoing appear in photographs, images and videos of the jobsite.

23. NON-DISCLOSURE: Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Rose Paving's Confidential Information. This Proposal shall not be shared, distributed, or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and Rose Paving shall be entitled to injunctive relief in addition to any other remedy available in law or equity.

24. ALTERATIONS TO THIS PROPOSAL: Pricing is contingent on Customer accepting the Proposal as submitted. Alterations or notations on or to this Proposal will not be valid unless accepted in writing by a General Manager or Vice-President of the Rose Paving division issuing this Proposal, or an officer of Rose Paving.

25. SEVERABILITY OF TERMS: Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force .

26. AUTHORITY TO SIGN: The undersigned represents and warrants to Rose Paving that such individual is fully authorized to bind Customer, and has been expressly given, received, and accepted authority to enter into this binding agreement.

NOTICE TO CUSTOMERS FOR HOME IMPROVEMENTS CONTRACTS

"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

**As a duly authorized representative of Kendall Breeze West, I
agree to these Terms & Conditions**

ESTIMATE

Headley Construction Group Inc
8240 SW 186th ST
Cutler Bay, FL 33157

thomas@headleycg.com
+1 (305) 613-1490



Bill to
Kendall Breeze West CDD

Ship to
Kendall Breeze West CDD

Estimate details
Estimate no.: 1642
Estimate date: 04/19/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Signs & Markings	Scope of work 1. Asphalt removal and paving of areas that have structural damage (200 Sqft) 2. Cleaning / brooming of existing asphalt in preparation for Sealcoating 3. Sealcoating of existing pavement and parking areas within CDD 4. Striping of asphalt pavement within CDD to match existing 5. Installation of RPMs (as existing)	1	\$46,578.00	\$46,578.00
2.	Project	Notes; - 30 day net terms - 1 mobilization included	1	\$0.00	\$0.00
Total					\$46,578.00

Accepted date

Accepted by

RESOLUTION NO. 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Kendall Breeze West Community Development District (the "District") to establish a regular meeting schedule for fiscal year 2025/2026; and

WHEREAS, the Board of Supervisors (the "Board") of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2025/2026 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT, MIAMI-DADE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted the Board.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2025/2026 which is attached hereto as Exhibit "A" is hereby adopted by the Board and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 21st day of May, 2025.

ATTEST:

**KENDALL BREEZE WEST
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the “Board”) of the **Kendall Breeze West Community Development District** (the “District”) will hold Regular Meetings in the Kendall Breeze West Community Clubhouse Meeting Room located at 11780 SW 138th Avenue, Miami, Florida 33186 at **7:00 p.m.** on the following dates:

**October 15, 2025
November 19, 2025
February 18, 2026
March 18, 2026
April 15, 2026
May 20, 2026
June 17, 2026
September 16, 2026**

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Copies of the Agenda for any of the meetings may be obtained from the District’s website or by contacting the District Manager at nnguyen@sdsinc.org and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at nnguyen@sdsinc.org and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT

www.kendallbreezewestcdd.org

PUBLISH: MIAMI HERALD 10/3/25

MEMORANDUM

TO: District Manager

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

DATE: February 10, 2025

RE: Stormwater system legal requirements update

As district counsel, throughout the year we continuously monitor state legislation and municipal and county ordinances that may be applicable to the governance and operation of our special district clients. Below is a summary of the current stormwater system requirements for Miami-Dade County, Florida (which include requirements imposed statewide by the Florida legislature, requirements for systems within the jurisdiction of the South Florida Water Management District (SFWMD), and requirements exclusive to Miami-Dade County imposed by county ordinances). We suggest that you review the legal requirements with the district engineer of each special district to ensure that appropriate inspections, reporting and funding for the applicable stormwater management system are in place.

2021 Requirements for Districts with Stormwater Systems:

In 2021, the Florida legislature created Section 403.9302, Florida Statutes, which required that local governments, including special districts, develop a 20-year needs analysis of the stormwater management system. This required each special district to provide a report no later than June 30, 2022, to the county in which the special district was located providing the following:

- (1) Description of stormwater management program or system and its facilities and projects;
- (2) Number of current and projected residents served in 5-year increments;
- (3) Current and projected service area for stormwater management program and system;
- (4) Current and projected costs of providing services in 5-year increments;
- (5) Estimated remaining useful life of facility or its major components;
- (6) Recent 5-year history of annual contributions and capital expenditures for maintenance or expansion; and
- (7) Special district's plan to fund the maintenance or expansion of the facility or its major components.

Each county was required to compile and submit a cumulative report to the state. Thereafter, the state issued a comprehensive report on its findings. Unless a further change in state legislation occurs, each special district must submit this stormwater management needs report again on **June 30, 2027**.

New Requirements for Districts with Stormwater Systems:
Chapter 2024-275, Laws of Florida

During this past legislative session, the state enacted Chapter 2024-275, effective June 28, 2024, known as the Florida Stormwater Ratification Bill, which codified several significant changes to the Environmental Resource Permit Handbook promulgated by the Florida Department of Environment Protection (FDEP) (the “FDEP Handbook”).

Operation and Maintenance Plan:

As it relates to stormwater management systems, the FDEP Handbook requires that an applicant for construction, alteration or operation of a stormwater management system shall provide a written operation and maintenance plan (“O&M Plan”) at the time of application. The O&M Plan shall provide the following:

- (1) List and details of all stormwater system components, including location, type, how systems connect, etc.;
- (2) List and description of maintenance and inspection tasks for the system and its components (specific procedures provided);
- (3) Regular inspection and maintenance schedules;
- (4) Inspection checklists;
- (5) Copies of or references to pertinent sections of covenants, conditions, restrictions or other documents, permits approvals, and agreements that govern operation and maintenance of the stormwater system; and
- (6) Permitted or as-built plans of the stormwater system.

The O&M Plan must also include a list of after-hours telephone numbers for key maintenance personnel in case of emergencies and information necessary for reviewing copies of maintenance and inspection records. This O&M Plan must be maintained by the operation and maintenance entity, and if a third party performs the operation and maintenance, the permittee remains responsible for all the requirements.

Additional Inspections and Reports – Florida Requirements:

The new legislation also requires additional inspections and reports from districts with stormwater infrastructure. The FDEP Handbook provides that the applicant may propose a maximum frequency of inspections for a stormwater system of **5 years**, but FDEP may determine that the stormwater system requires a greater minimum frequency of inspections and includes a chart of the type of system and the inspection frequency for that system, which could require yearly inspections. The stormwater management system inspections conducted on or after **June 28, 2025**, require a qualified inspector to conduct the inspection and submit the reports. FDEP also has adopted additional requirements for each regional water management district, including the South Florida Water Management District (SFWMD). These additional requirements, including the inspection checklist, are available on SFWMD’s website (www.sfwmd.gov), which provides for the reporting requirements and signature of the inspector. The inspection report shall be submitted within **30 days** of the date of the inspection.

Transfer of Permits for Stormwater Management Systems:

Based on this new legislation and the requirements for permit applications, prior to the acceptance of the transfer of any permit for the stormwater management system, the district manager should obtain the O&M Plan from the developer and confirm that the above requirements have been met. Additionally, the district manager will need to budget for the required inspections and reporting by a qualified inspector.

New Requirements for Districts located in Miami-Dade County

Additional Inspections and Reports – Miami-Dade County Requirements:

In Miami-Dade County, the County Commission enacted an ordinance imposing new stormwater management reporting and inspection requirements which commence **3 years** after adoption of the ordinance (**September 4, 2027**). These new ordinance amendments require owners and operators of stormwater management systems that connect to or drain into a public right-of-way drainage infrastructure to certify the stormwater system and submit an asset inventory of the stormwater system and structures, inspections/maintenance records, and maintenance standard operating procedures to the County. After the first certification, the stormwater management system will need to be certified every **10 years thereafter**, unless the County determines an earlier recertification is required.

If the requirements above apply to the special district, the district manager should discuss with the district engineer the anticipated costs of certifying the stormwater system, including the asset inventory of the structures, maintenance standard operating procedures and maintenance report formats to comply with the new County requirements.

Miami-Dade County Class V Dewatering Permits:

Additionally, the Miami-Dade County Commission amended the code of ordinances to require **Class V permits** for dewatering operations associated with the cleaning and maintenance of stormwater management systems. Dewater means to discharge either on- or off-site water from an excavation, underground structure, or depressed lands, which includes the cleaning of stormwater infrastructure systems in the special districts. Presently, a special district, or its contractor, will need to apply for and obtain a permit from Miami-Dade County Department of Environmental Resource Management (DERM) prior to the stormwater cleaning. Previously, the special district did not have to obtain a permit from DERM to perform stormwater structure cleaning. There are multiple costs involved, which vary depending upon the length of time of the permit. According to the information provided by DERM, the fee for a one-year permit is \$2,150, as provided on the permit application form. The permit must be issued before work commences, otherwise there will be fines equal to double the permit cost imposed by Miami-Dade County. It is imperative that the permit be issued, and that this requirement is included in the agreement with a contractor. There are also other requirements that the contractor will need to adhere to as a part of the cleaning of the stormwater system under the permit, including, but not limited to, a description of the portion of the infrastructure to be cleaned, the equipment to be used for cleaning,

the standard operating procedure for the cleaning, details and specifications of required pre-treatment system if discharged into same stormwater infrastructure, information on how the filtrate will be collected, transported, and disposed of, details for the authorized facility where the solid content of the truck will be transported, visual inspection of the drainage structure and content for signs of contamination, and proper use of the equipment.

Recommendation

Taking all of these current and new requirements into account, it would benefit the special district for the district engineer to review the current stormwater management systems, including having the district engineer make a determination of: whether mapping is required to identify the location of the stormwater infrastructure, the current condition of the infrastructure, the required maintenance of the system, a maintenance plan, the estimate for the future needs of the stormwater system as a whole and the estimated costs for the regular maintenance (including permit costs) and future capital costs.