

KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT

MIAMI-DADE COUNTY

REGULAR BOARD MEETING MARCH 15, 2023 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** March 15, 2023

7:00 p.m.

A.	Call to Order
В.	Proof of PublicationPage 1
C.	Establish Quorum
D.	Consider Resolution No. 2023-01 – Declaring Vacancies (Seats #1 and #2)Page 2
E.	Discussion Regarding Vacancies in Seats #1 and #1 and Appointment to Fill Vacancies
F.	Administer Oath of Office and Review New Board Member Duties and Responsibilities
G.	Election of Officers
	 Chairperson Vice Chairperson Secretary/Treasurer Assistant Secretary.
H.	Additions or Deletions to Agenda
I.	Comments from the Public for Items Not on the Agenda
J.	Approval of Minutes
	1. October 19, 2022 Regular Board MeetingPage 4
K.	Old Business
	1. Discussion Regarding Pressure Cleaning of Sidewalks (2 nd Application)
	2. Discussion Regarding Preservation Area Perimeter Invasive Vegetation CleanupPage 8
L.	New Business
	1. Discussion Regarding Asphalt Repairs & Installation of Reflective Pavement MarkingsPage 14
	2. Discussion Regarding Sidewalk Slab Replacement (SW 137 th Path & SW 116 th Terrace)Page 18
	3. Discussion Regarding Additional Speed Humps (SW 115 th Land and SW 116 th Terrace)Page 22
	4. Discussion Regarding Stormwater System CleaningPage 23
	5. Consider Resolution No. 2023-02 – Adopting a Fiscal Year 2023/2024 Proposed BudgetPage 29
	6. Consider Engineering Updated Rates Request (Alvarez Engineers)Page 36
	7. Consider Adjustment to District Counsel Fee StructurePage 38
M.	Administrative & Operational Matters
	1. Staff Report, as Required

- N. Board Member & Staff Closing Comments
- O. Adjourn



MIAMI-DADE

STATE OF FLORIDA COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT - FISCAL YEAR 2022/2023 REGULAR MEETING SCHEDULE

in the XXXX Court,

was published in said newspaper by print in the issues of and/or by publication on the newspaper's website, if authorized, on

10/10/2022

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this 10 day of OCTOBER, A.D. 2022

(ŠEAL) GUILLERMO GARCIA personally known to me

ANY PLOT	BARBARA THOMAS	}
	Commission # HH 187442	
	Expires November 2, 2025	ł
OFFIC	Bonded Thru Troy Fain Insurance 800-385-7019	1

KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2022/2023 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 19, 2022 November 16, 2022 February 15, 2023 March 15, 2023 April 19, 2023 May 17, 2023 June 21, 2023 September 20, 2023

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 <u>inguyen@sdsinc.org</u> 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 insure 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 <u>nnguyen@sdsinc.org</u> 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

10/10 22-03/0000623953M

RESOLUTION NO. 2023-01

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.

WHEREAS, pursuant to the provisions of Section 190.006, Florida Statutes, the members of the Board of Supervisors (the "District Board") of the Kendall Breeze West Community Development District (the "District") are to be elected by the qualified electors of the District at a general election to be held on November 8, 2022 (the "General Election"); and

WHEREAS, the District provided published notice of the qualifying period for election to the District Board at least two (2) weeks prior to the start of the qualifying period for the General Election, as required by Section 190.006(3)(b), Florida Statutes; and

WHEREAS, the Miami-Dade County Supervisor of Elections has confirmed that at the close of the qualifying period for election to the District Board, no elector qualified for Seat #1 or Seat #2 to be filled in the General Election; and

WHEREAS, 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 90 days of the second Tuesday following the General Election.

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

- 1. The recitals above are true and correct and are hereby made a part of this Resolution.
- 2. The District Board hereby declares Seat #1 and Seat #2 to be vacant, effective on the second Tuesday following the General Election.
- 3. The District Board shall appoint a qualified elector to Seat #1 and Seat #2 within 90 days of the second Tuesday following the General Election, as required by Section 190.006(3)(b), Florida Statutes. Until such appointment, the incumbent board member in such seat shall remain in office.

4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 15th day of March, 2023 by the Board of Supervisors of the Kendall Breeze West Community Development District.

ATTEST:

KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair / Vice Chair

KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING OCTOBER 19, 2022

A. CALL TO ORDER

District Manager Nancy Nguyen called the October 19, 2022, Regular Board Meeting of the Kendall Breeze West Community Development District (the "District") to order at approximately 7:05 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 October 19, 2022, Regular Board Meeting had been published in the *Miami Daily Business Review* on October 10, 2022, as part of the District's fiscal year 2022/2023 meeting schedule, *as legally required*.

C. ESTABLISH A QUORUM

It was determined that the attendance of Chairman Eduardo Sanchez, Vice Chairperson Marianna Antunez and Supervisors Liana Cervino and Jessica Figueroa 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.

D. APPOINTMENT OF OFFICER TO VACANT SEAT

This item was not required at this time.

E. ADMINISTER OATH OF OFFICE AND REVIEW NEW BOARD MEMBER DUTIES AND RESPONSIBILITIES

This item was not required at this time.

F. ELECTION OF OFFICERS

This item was not required at this time.

G. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

I. APPROVAL OF MINUTES

1. June 15, 2022, Regular Board Meeting & Public Hearing

Ms. Nguyen presented the minutes of the June 15, 2022, Regular Board Meeting and Public Hearing and asked if there were any changes and/or corrections. There being no comments or changes, a **motion** was made by Ms. Figueroa, seconded by Ms. Cervino and passed unanimously approving the minutes of the June 15, 2022, Regular Board Meeting and Public Hearing, *as presented*.

J. OLD BUSINESS

1. Update Regarding Possibility of Street Light on SW 137th Avenue and SW 115th Street

Ms. Nguyen advised that the Florida Department of Transportation (FDOT) had completed their evaluation of SW 137th Avenue. Ms. Nguyen further explained that FDOT had decided that the study indicates that there are relatively short queues and minor delays on SW 137th Avenue. Additionally, no crash patterns were identified by FDOT that would be corrected by the installation of a traffic signal; therefore, a traffic signal is not warranted at the present time.

Ms. Nguyen suggested that data accidents be collected by the District. Once the District has attained a sufficient amount of accident reports, then another request can be sent FDOT. The Board agreed and suggested that alternatives be provided to FDOT when the request is submitted. Ms. Nguyen acknowledged the Board's request.

K. NEW BUSINESS

1. Consider Resolution No. 2022-04 – Adopting a Fiscal Year 2021/2022 Amended Budget

Ms. Nguyen presented Resolution No. 2022-04, entitled:

RESOLUTION NO. 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Ms. Nguyen provided an explanation for the document and indicated that there was an operating fund balance of approximately \$122,000 at the end of the fiscal year. A discussion ensued after which:

A **motion** was made by Ms. Figueroa, seconded by Ms. Antunez and unanimously passed to adopt Resolution No. 2022-04, *as presented*, thereby setting the amended/revised budget for the 2021/2022 fiscal year.

2. Discussion Regarding Pressure Cleaning of Sidewalks

Ms. Nguyen presented a proposal from The Pressure Cleaning Man for the fiscal year 2022/2023 sidewalk pressure cleaning in the amount of \$10,000.75 (\$6,658 for the initial service and \$3,342.75 for a second service). Ms. Nguyen stated that The Pressure Cleaning Man had the initial service tentatively on their schedule and should the Board accept their proposal, that initial service will commence on November 9, 2022. A discussion ensued, after which:

A **motion** was made by Ms. Figueroa, seconded by Ms. Cervino and unanimously passed accepting the fiscal year 2022/2023 sidewalk pressure cleaning proposal from The Pressure Cleaning Man, Inc. in the amount of \$10,000.75 (\$6,658 for the initial service and \$3,342.75 for a second service), and further authorizing District Counsel to prepare a Maintenance Agreement and authorizing the District Manager to sign the Maintenance Agreement on behalf of the District.

3. Discussion Regarding Preservation Area Perimeter Invasive Vegetation Cleanup

Ms. Nguyen presented a proposal from Allstate in an amount <u>not to exceed</u> of \$13,715 for Phase 3 of the invasive vegetation cleanup. Ms. Nguyen stated that this cleanup should address all the mitigation items indicated on the Miami-Dade County Permit. Ms. Nguyen further explained that the contractor will have a better gage of what needs to be addressed once the project has commenced, as such, they provided a not to exceed amount on their proposal. A discussion ensued, after which:

A **motion** was made by Ms. Figueroa, seconded by Ms. Antunez and unanimously passed accepting the proposal from Allstate Resource Management, Inc. for Phase 3 of the invasive vegetation cleanup in an amount not to exceed of \$13,715. Said **motion** further authorizes District Counsel to prepare a Maintenance Agreement; and further authorizing the District Manager to execute the Maintenance Agreement behalf of the District.

4. 2022 Legislative Session Update Memo

Ms. Nguyen explained that District Counsel had prepared a memorandum summarizing the legislative acts that have become law during the most recent legislative session. Mr. George provided the Board an explanation of the laws that pertain to the District and indicated that if they had any questions regarding these new laws, they may contact his office or visit <u>http://laws.flrules.org/</u>.

5. Consider Approval of Audit Renewal

Ms. Nguyen stated that during the October 16, 2019, District meeting, the Board elected Grau & Associates to perform the District's audits for the fiscal years ended September 30, 2019, September 30, 2020, and September 30, 2021, with a renewal option to perform the September 30, 2022, and September 30, 2023, audits. Ms. Nguyen further explained that the proposed fee for fiscal year 2021/2022 audit is \$3,700, and the proposed fee for the fiscal year 2022/2023 audit is \$3,800. Ms. Nguyen stated that management is pleased with the professionalism and competence of Grau & Associates; therefore, it is recommended that the Board approve the renewal option.

Ms. Nguyen explained the steps and approximate costs if the District would choose not to accept the renewal option. A discussion ensued, after which:

A **motion** was made by Ms. Figueroa, seconded Ms. Sanchez and unanimously passed approving the renewal option and authorizing Grau & Associates to perform the Venetian Parc Community Development District's fiscal years 2021/2022 and 2022/2023 audits.

L. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Statement of Financial Interests/Disclosure 2021 Form 1 Update

Ms. Nguyen advised that all Supervisors had filed their Statement of Financial Interests 2021 Form 1 in a timely manner.

2. General Election Candidates (Seats 1 & 2; General Election 11/8/22)

Ms. Nguyen advised that no electors had qualified for Seats 1 (Marianna Antunez) and 2 (Eduardo Sanchez); therefore, vacancies will be declared in these seats effective the second Tuesday following the general election (November 22, 2022). Ms. Nguyen further explained that the incumbents in these seats shall remain on the Board as holdovers until the Board appoints a qualified elector to serve in such seats.

M. BOARD MEMBER & STAFF CLOSING COMMENTS

Ms. Nguyen stated that she does not foresee a need to hold the November 16, 2022, meeting; therefore, the next meeting will be held on February 15, 2023, or March 15, 2023.

N. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Figueroa, seconded by Ms. Antunez and passed unanimously adjourning the Regular Board Meeting at approximately 7:32 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

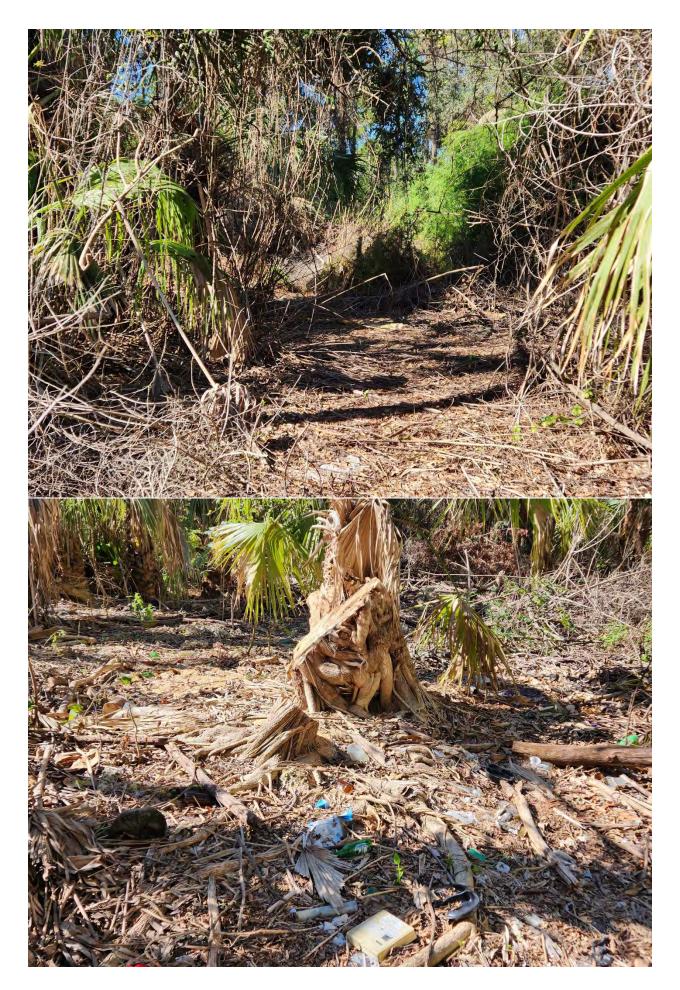














LEGA Striping and More, Inc.

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

DATE: 03/06/2023

Proposal

Atte: Ryan Quiroga.

JOB ADDRESS: Kendall Breeze West CDD 11780 SW 138th Ave, Miami FL, 33186

SCOPE OF WORK

- Saw, cut, mill and removal of all sediment.
- Compact base for stability and adhere to slopes to avoid puddling.
- Proceed to apply 3,200 SQFT of asphalt 1.5" thickness.
- Roll and impact the asphalt for best adhesion to the bedrock.

Price: \$8,349.00

•	Replace 84 missing RPM's (\$6.50 per unit).	Price : \$546.00
•	Restriping all areas repaired using White/Yellow DOT regulated	
	paint (not Thermoplastic).	Price : \$850.00

Total Amount: \$ 9,745.00

Accepted by:

Authorized Representative Signature

Date of Acceptance

Sincerely,

LEGA Striping and More, Inc



1430 NW 108th Ave. Suite 200 Miami. FL. 33172 Ph: 305-667-8390 / Fax: 305-667-0396 Licensed & Insured Dade E981900 Broward 06-3B-12901X www.southernasphaltengineering.com

Proposal/Contract	Date 2/22/2023	Proposal # 20230268
Customer: Kendall Breeze West CDD C/O Special District Services, Inc. 2501A Burns Rd. Palm Beach Gardens, FL 33410	Job Name: Kendall Breeze West 13758 SW 114 Terrace Miami, Fl 33186 (Reference address only) Asphalt Repairs & RPM's	
	Contact	Phone# 786-609-8717
	E-mail: Rquiroga@sdsir	ic.org

We hereby submit specifications to furnish labor material & equipment for the following work as requested:

This proposal is for the Asphalt Repairs, Repainting of the Striping effected by the repairs, and also includes the replacement of the Reflective Pavement Markers (RPM's)as per the specifications provided and described below.

Asphalt Patching

- 1- Saw-cut and or milling, removal and disposal of damaged asphalt areas to be repaired.
- 2- Removal & disposal of all saw cut material.
- 3- Supply and compact limerock as needed.
- 4- Application of SS-1h Tack Coat to promote adhesion between prepared limerock base and preceeding asphalt surface
- 5- Pave up to 3,200 ft2 of prepared area(s) using Asphalt Plant Hot Mix (S-111) at +/-1-1/2" thickness.
- 6- Rolling and compaction of spread asphalt using a 4-5 ton vibratory roller.
- * All Repair areas will be marked and confirmed by owner, manager, and/or HOA prior to commencement
- * Note these are the repairs that were visible and may or may not be the total repairs required.
- * Large roots in close proximity to the base of a tree may have to be removed by arborist or landscaper for integrity/health of tree.
- * Repairs work will be completed in up to (3) mobilizations

There is no guarantee expressed or implied regarding removal of standing water as patching is done conforming to surrounding surfaces which may have existing un-leveled areas.SAE will not be liable damages caused to restored trenches if compaction of the sub-base surface was performed by others. The removal of underlying roots will be the responsibility of owner or association management representative. SAE will only remove surface roots SAE will not be liable for dry grinding of vehicles upon freshly patched surfaces.

Repainting D.O.T. Traffic Striping & Installation of RPM's

1-Repainting of effected areas by asphalt repairs to include portions of : traffic lines, symbols, stop-bars, H.C. logos, crosswalks, no parking areas etc. Using D.O.T. approved traffic paints White/Yellow/Blue.

* Pricing based on repainting work being completed in one (1) mobilization.

* Note: this proposal does not include Thermoplastic painting (If required), after the time the repair area asphalt material has cured.

2--Supply and install up to (84) RPM's using traffic grade exopy or bituminous asphalt adhesives.

SAE will not be liable for anyone who disrespects traffic control devices and walks or drives on wet paint or painted surfaces causing damage to any adjoining surfaces and personal or property damage. It will be the property owner or associations property management company's responsibility for properly informing tenants and or residents of intended work areas and the removal of all vehicles in such area.All sprinklers must be turned off 24 hrs. prior to commencement of work & should remain off for 24 hrs. after completion of work.



1430 NW 108th Ave. Suite 200 Miami, FL. 33172 Ph: 305-667-8390 / Fax: 305-667-0396 Licensed & Insured Dade E981900 Broward 06-3B-12901X www.southernasphaltengineering.com

Proposal/Contract	Date 2/22/2023 Proposal # 20230268
Customer: Kendall Breeze West CDD C/O Special District Services, Inc. 2501A Burns Rd. Palm Beach Gardens, FL 33410	Job Name: Kendall Breeze West 13758 SW 114 Terrace Miami, Fl 33186 (Reference address only) Asphalt Repairs & RPM's
	Contact Phone# 786-609-8717
	E-mail: Rquiroga@sdsinc.org

We hereby submit specifications to furnish labor material & equipment for the following work as requested:

No Sales Agent, or any other Employee of SAE Inc., customer or customer representative shall have the authority to waive or modify any terms and conditions of this agreement nor deviate from the specifications and terms set forth herein. No verbal representations expressed or implied can be relied on and will not supersede the terms and conditions of the written specifications set forth. Any change, alteration, or deviation from the specifications as set forth in the proposal, which involve additional charge or cost, will only be permitted upon written confirmation via Change Order which will be completed at an additional cost and payable upon execution thereof. This proposal excludes the following unless otherwise stated in the proposal: As-Builts, Surveys, Architectural Drawings & Engineer Site Plans, Permits, Staking, Material Testing, Manhole/Catch Basin/Gate Valve adjustments or repairs, Sod Restoration & Landscaping vegetation removal, are not included. ID Badges, Biometrics, background checks, and special pay wages are not included. Should they be required it will be an added charge. Hiring party is responsible for blueprints, plans, engineering, layout, testing, bond requirements and as-builts as may be required unless expressly stated.SAE is not responsible for damage to irrigation systems when not properly marked by client. Customer will be notified when work is to be performed. It is the customers responsibility to make sure the irrigation systems are shut off as to not cause damage to the work performed. SAE will not be responsible for damage to underground utilities in areas of construction as applicable. This proposal including all terms and conditions shall become a legally binding attachment to any contract entered into and between SAE and the financially responsible company for which the work is being performed. All provided terms will not to be excluded or superseded by any other contract or riders SAE recommends a Civil Engineer be retained for ADA upgrades Unless expressly noted within this agreement. SAE makes no claim to the local, state, or federal guidelines on ADA compliance of any or all ADA elements present within the property boundary. All prices quoted are valid for 30 days from the date of this proposal. Due to price fluctuations on material costs this contractor reserves the right to withdraw the proposal at any time prior to the commencement of workThis proposal price is based on work being completed during the hours of 7AM & 6PM Monday thru Friday excluding holidays. Additional fees may apply if work is required to be completed at night or on weekends. All work is performed weather permitting

WITH PAYMENTS TO BE MADE AS FOLLOWS:100% Upon Completion TOTAL \$ 13,972.50

Permit and procurement fees are not included; additional work required by such permit may be an additional charge aside from contract price. Permit Costs are due upon receiving Invoice for Permit Fees and Expediting Services of issued permits. Permit Costs and Fees are due immediately upon receipt.Owner or Association management will provide 2 copies of site plans for permitting purposes. Provided surveys or site plans are to be up to date and matching existing conditions of pavement area.

NOTE: This Proposal may be withdrawn by us if not accepted within 30 Days. The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A monthly service charge of 1-1/2% will be added if payment is not received under the terms of the contract.

Respectfully Submitted: Joshua Kaufman / Regional Account Manager/Project Estimator

Accepted by				
	Name	Signature	Title	Date

PLEASE EMAIL ACCEPTED PROPOSAL TO CONTRACTS@SOUTHERNASPHALTENGINEERING.COM OR FAX (305) 667-0396 In any dispute, associated with this agreement between client and Southern Asphalt Engineering, the prevailing party shall be entitled to reasonable attorney's fees and costs. Venue shall be Dade County, Florida.



PROPOSAL SUBMITTED TO SDS INC DATE 3.06.20					3.06.2023		
NAME	Ryan Quiroga			JOB NAME	Kendall Breeze West (CDD Portio	n)	
STREET				STREET			
CITY			ZIP	CITY	Miami, FL	ZIP	
PHONE		FAX		EMAIL	rquiroga@sdsinc.org		

We hereby submit specifications and estimates for:

SCOPE

Asphalt Milling of Patches at 1" Depth (2830 SF in 110 Locations)

- Sawcutting and removal of existing asphalt for small patches

- Milling with skid attachment for larger patches.

Cleanup included

Installation of Asphal tPavement at Patches at 1" Depth (2830 SF in 110 Locations)

- HotTack bond applied prior to pavemnt

- S-3 Asphalt Mix

Cleanup included

Striping of restored areas with existing striping

Installation of RPMS as existing (84 EA)

TOTAL

\$ 26,088.00

dollars \$

NOTES:

1 Permit and/or permit fees not included.

2 All Work is done according to Miami Dade Guidelines & Spec

3 MOT Included in Price

4 Price based on 2400 SF, once quantity is reached, additional areas are needed add \$350 / Location

All work performed in private will be in accordance to the South Florida Building Code.

All work performed in the Right of Way will be in accordance to the Public Works Specifications.

We hereby propose to furnish labor and materials - complete in accordance with the above applications

For the sum of

1) Payments shall be made from monthly estimates, based on the work performed, no later than 10 days after requested.

2) Site must be at subgrade elevations, unless otherwise specified.3) Addition or removal of fill is not included in above prices.

4) a) Aprons for catch basins are INCLUDED in above prices when there is no sidewalk behind catch basins.

b) Aprons for catch basins are NOT INCLUDED in above prices where there is a sidewalk behind catch basins and MUST BE constructed in concrete by the developer

5) All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from bid plans will involve an extra cost and developer will be charged accordingly.

6) This proposal is contingent upon strikes, accidents, acts of God, wars or delays beyond our control.

7) This proposal subject to acceptance within 15 days and is void thereafter at the option of the undersigned. Work must be ready to start 30 days after acceptance of proposal.

All invoices not paid within 30 days are subject to maximum allowable interest rate per month thereafter.
 If a separate contract is signed, THIS PROPOSAL SHALL BE PART OF THAT CONTRACT.

Authorized Signature

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

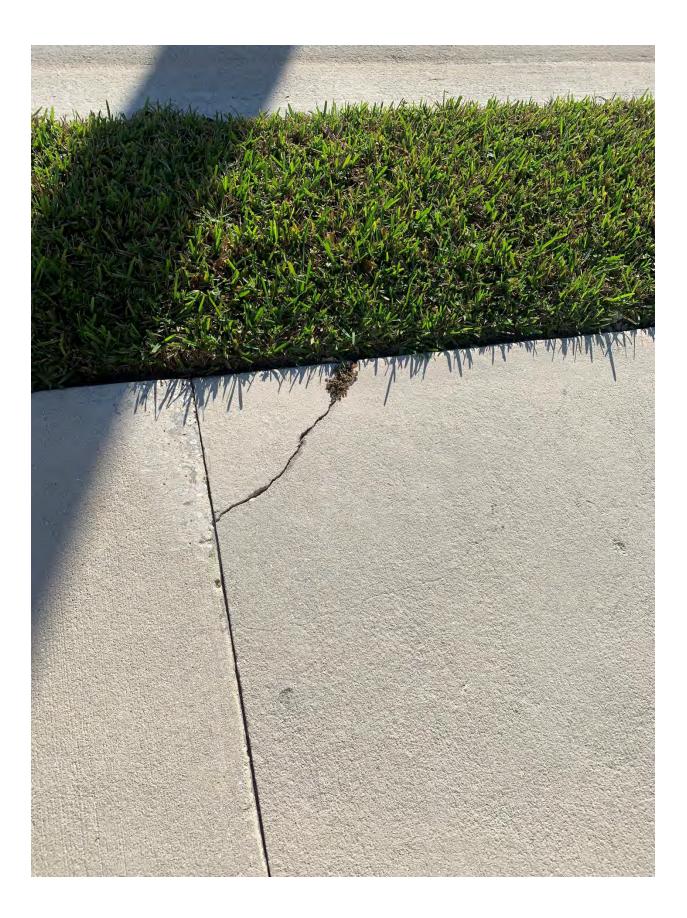
Signature

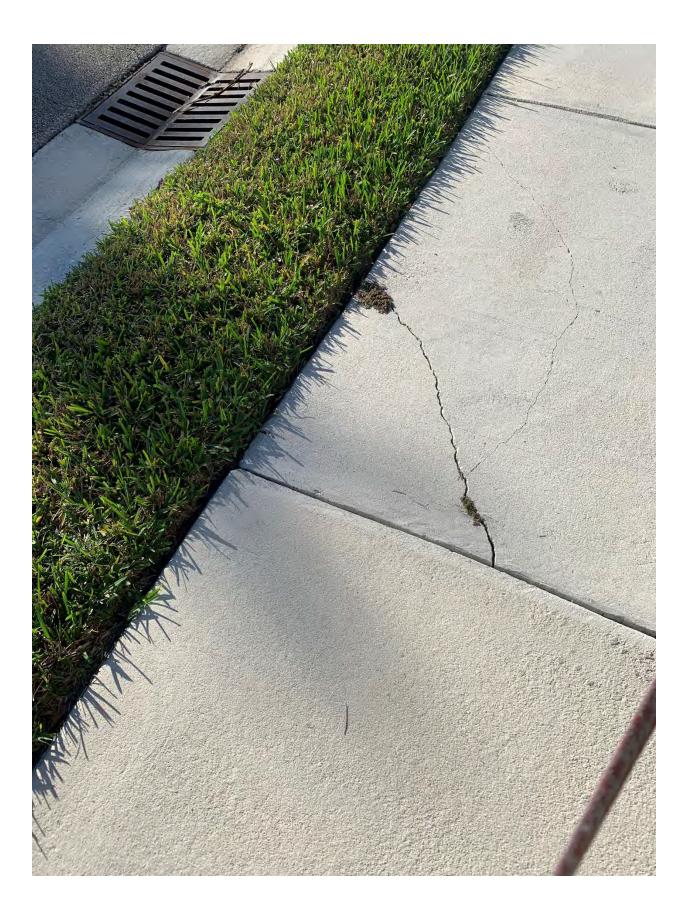
Signature

KENDALL BREEZE WEST CDD

Sidewalk Repairs (SW 137th Path) 03-15-2023









LEGA Striping and More, Inc.

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

Proposal

DATE: 03/06/2023

Atte: Ryan Quiroga.

JOB ADDRESS: Kendall Breeze West CDD 11780 SW 138th Ave, Miami FL, 33186

SCOPE OF WORK

- Removal of existing concrete (4 Slabs)
- Pouring 4"of new concrete (4 Slabs)
- Removal and disposal of all debris

Total Amount: \$ 2,700.00

Accepted by:

Authorized Representative Signature

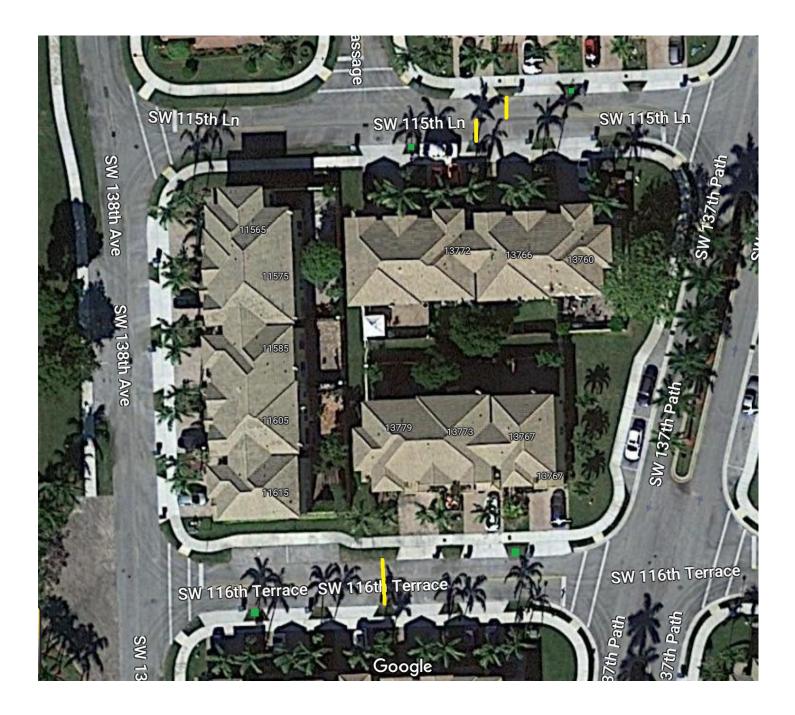
Date of Acceptance

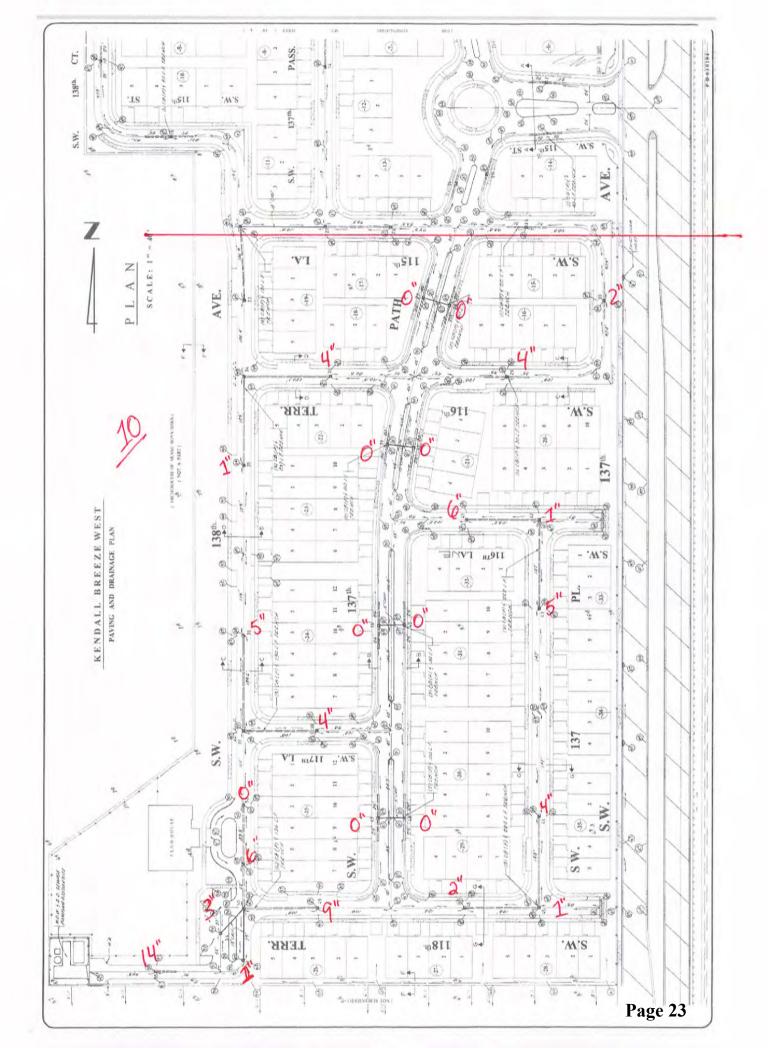
Sincerely,

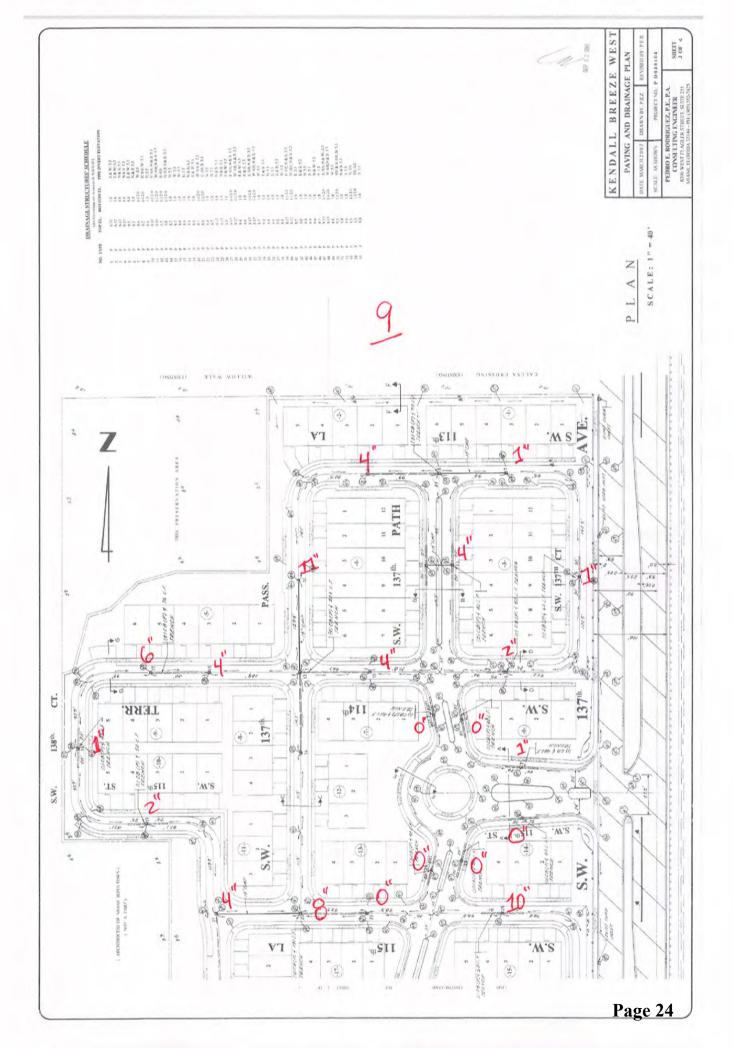
LEGA Striping and More, Inc

KENDALL BREEZE WEST CDD

Additional Speed Hump Request (SW 115th Lane & SW 116th Terrace) 03-15-2023









PROPOSAL

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

STORM DRAIN MAINTENANCE

PROPOSAL SUBMITTED TO:	PROJECT NAME:
Kendall Breeze West CDD % SDS, Inc.	Kendall Breeze West
BUSINESS ADDRESS: 2501A Burns Road Palm Beach Gardens, FL 33410	PROJECT LOCATION: 13741 SW 113th Ln, Miami, FL 33186
TELEPHONE:	DATE:
561-630-4922	February 27, 2023

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

SCOPE OF WORK: Vac-con combination sewer cleaner truck to vacuum sediment out of nineteen (19) structures. Disposal of spoil materials at Miami Dade Treatment Plant.

<u>COST</u>: We propose to conduct this work in accordance with the above Scope of Work for the sum of \$1,900.00

One Thousand Nine Hundred Dollars and 00/100 Cents

TERMS: Net 30

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

Accepted by:

Authorized Representative's Signature

Date of Acceptance



PO Box 560951 Miami, Fl 33256 Phone (305) 270-3233 Fax (305) 259-4214

March 6, 2023

Kendall Breeze West Community Development District c/o Special District Service, Inc. 2501A Burns Road Palm Beach Gardens, FL 33410 Attn: Ryan Quiroga

STORM DRAIN CLEANING

(19) Catch Basins

Scope of Work:

Vacuum pump truck to remove debris from each drain and pit. Pressure jet clean drains pit walls and bottom. Remove all debris from area.

All work is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Total cost for (19) Catch Basins: \$ 2,375.00

With payment to be made at: Terms: Net 30 days.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Sincerely submitted,

Oscar Vinces

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature:

Date:

Note: Proposal may be withdrawn by us if not accepted within 30 days.

March 6,2023

Kendall Breeze West CDD

11780 SW 138th Ave, Miami, FL 33186

RE: Catch Basins Cleaning

Thank you for the opportunity to quote you on the services needed at the afore mentioned facility.

Proposal for scope of work:

- Cleaning service of nineteen (19) catch basins at: 11780 SW 138th Ave, Miami, FL 33186
- Mobilization.
- Disposal of all sediments at approved site.

Service cost shall be \$5,275.00.

Upon completion of service, payment is due.

TERMS AND CONDITIONS

(1) ACCEPTANCE OF PROPOSAL. This is a Proposal; it shall become a binding Agreement once signed by both parties and shall remain valid for (30) days from the date signed by Pump Outs Unlimited Corp (POUC).

(2) EXCEPTED LIABILITY. POUC shall not be responsible for damages or delays either before commencement of, or during the said work described here on and/or account of transportation difficulties, war, strikes, accidents, act of God, fire, sudden rains, windstorms, other casualty or that of other causes beyond its control.

(3) INSURANCE. POUC shall carry standard form workers' compensation and general liability insurance and Customer agrees to look only to POUC's insurance relative to any claim arising from POUC's performance.

(4) WORKING CONDITIONS. POUC's employees shall not be required to work in hazardous conditions, and the Customer agrees

to address these conditions to POUC's satisfaction as well as cooperate with POUC to provide a safe working environment.

(5) DAMAGE TO POUC'S WORK. The Customer shall be fully responsible for the costs of any damage to POUC's work or equipment caused by Customer, its agents, contractors, subcontractors or third parties. Customer shall immediately reimburse POUC for the costs necessitated by repairs to such damage, including labor, material, expenses and 30 % for overhead and profit. Customer assumes the risk of loss or damage resulting from fire, theft, misuse, abuse, natural elements, or vandalism, and Customer agrees to reimburse POUC for any such loss or damage.

(6) CHANGES AND/OR ALTERATIONS. In the event there are any changes after POUC has computed its costs, then it is agreed that the Customer and POUC shall compute the additional cost for such changes and thereby agree upon the sum to be added to the amount set in this Agreement. (7) COMPLETION AND ACCEPTANCE. Customer shall immediately inspect the work performed by POUC and any aspect of the work not acceptable to Customer must be specifically noticed in writing to POUC within 1 day of POUC's performance of its work. POUC shall then be given a reasonable opportunity to address such issue. A full and complete acceptance of the work shall be presumed upon the Customer making payment.

(8) PAYMENT. In the event any balance due POUC is not paid upon completion of POUC's service, then the Customer shall be in default. Customer shall be responsible to pay interest at the rate of 1½% per month (18% per annum) on any unpaid amount and to pay all costs and expenses, including but not limited to reasonable attorney's fees and costs, incurred by POUC in collecting any outstanding amount due under this Agreement, or enforcing its rights hereunder, with or without suit. Proper venue for any litigation stemming from this Agreement will be a court of competent jurisdiction in Miami-Dade County, Florida. POUC reserves the right to lien any job and/or property where payment is not timely and fully made.

(9) WARRANTY. POUC warrants to Customer only that all work furnished by it will be of standard quality, type and condition, free from defects, and will be performed in a good workmanlike manner. POUC hereby agrees to address any defective workmanship for up to 90 days after performance upon receipt of proper notice in writing, by certified mail, providing that the job complained of has been paid for in full. There is no warranty if the total Agreement price is not paid in full or if the work supplied by POUC is misused, abused or modified in any way. All warranty work shall be performed during normal business hours. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. POUC WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY CLAIM AGAINST POUC OR ITS AGENTS, OFFICERS, AND EMPLOYEES SHALL BE LIMITED TO THE REPLACEMENT VALUE OF ITS WORK AND ONLY IF SUCH WORK IS FOUND TO BE DEFECTIVE.

(10) JOB COSTS/INCREASES/AVAILABILITY. Customer shall reimburse POUC for all fees incurred in connection with permits necessary for the work. If material or equipment, which POUC is required to furnish under this Agreement, becomes unavailable, either temporarily or permanently, subsequent to the execution of the Agreement, through causes beyond the control and without the fault of POUC, then in the case of temporary unavailability, the Agreement time shall be extended in writing for such period of time as POUC shall be delayed by such unavailability; and in the case of permanent unavailability, POUC shall be excused from the requirement of furnishing such work. The Customer agrees to pay POUC any increase in cost of the material or equipment of furnishing which has become permanently unavailable and the cost of the closest substitute which is then reasonably available. If any changes are made by altering, adding to or deducting from the work, the Agreement price shall be adjusted accordingly.

(11) PRIOR AGREEMENTS/AMENDMENTS. This Agreement contains the entire agreement between the parties and supersedes and replaces any and all prior agreements, whether oral or written. The Agreement may only be amended or modified by a written agreement executed by all parties. Oral representations may not be relied on. The Customer signing this proposal and Agreement represents he/she is the lawful owner of the property where the work is being performed. Failure to enforce all or any of the terms or conditions of this Agreement shall not be interpreted as a waiver of their continuing effect thereof.

(12) LIMITATION OF LIABILITY. POUC's liability in any action related to this Agreement or the work performed hereunder, shall in no event exceed the amount of the Agreement and such liability may be fully discharged by a reimbursement of any payments received by POUC under this Agreement. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to claims for POUC's own negligence. Notwithstanding anything else to the contrary. POUC shall have no liability or responsibility for any damages caused by others or for damages either before commencement of, or during the said work, or after said work, caused by structural faults, strikes, war, Acts of God, sudden rain, wind storms, vandalism, theft or any event beyond its reasonable control. POUC shall not be liable for any damages resulting from the incompatibility with the Customer's existing conditions. Any interruption in the work agreed upon in this Agreement which results in lost time and is not the fault of POUC, or which is beyond the reasonable control of POUC, will be billed to the Customer as an extra cost according to time lost. (13) RIGHTS, RESPONSIBILITIES AND DISCLAIMERS.

A. POUC disclaims responsibility for conditions which are hidden or otherwise not reasonably discoverable by POUC.

B. Customer acknowledges and agrees that its failure to make timely payments to POUC shall constitute a material breach of this Agreement.

C. It is understood and agreed that POUC shall receive written notice of any breach, default or failure to perform, specifying in detail POUC's unsatisfactory performance and providing a reasonable opportunity for POUC to cure such unsatisfactory issue, and POUC must fail to commence and diligently pursue a cure, before POUC shall be considered in breach or default, or be terminated for cause, and before Customer may take over the Work or withhold payments from POUC.

D. Any controversy or claim shall be resolved by first submitting same to mediation before an impartial mediator selected by both parties (who shall equally share the mediator's fees and costs). Mediation to take place in Miami-Dade County, Florida.

E. The prevailing party in any action taken by a party to this Agreement to enforce or interpret the terms of this Agreement shall recover its reasonable legal fees and costs, from the other party.

F. If Customer fails to comply with these terms and conditions or if Customer's credit becomes unsatisfactory in POUC's sole discretion, then POUC reserves the right to terminate, suspend or slow its work upon notice to Customer.

G. Customer certifies it is financially solvent and it will immediately advise POUC if it becomes insolvent or unable to promptly pay its bills.

H. Customer agrees to advise POUC in writing of any changes in ownership of any Customer entity or of the property upon which POUC is performing its work within 5 days of such change.

CUSTOMER:

SIGNATURE: _____

PRINT: _____

DATE:

SIGNATURE:	

PRINT: _____

DATE: _____

RESOLUTION NO. 2023-02

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 2023/2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the "Board") of the Kendall Breeze West Community Development District (the "District") is required by Section 190.008(2)(a), *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2023/2024 has been prepared and considered by the Board.

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

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2023/2024 attached hereto as Exhibit "A" is approved and adopted by the Board.

<u>Section 2.</u> A Public Hearing is hereby scheduled for <u>May 15, 2023</u> at <u>7:00 p.m.</u> in the Kendall Breeze West Community Clubhouse Meeting Room located at 11780 SW 138th Avenue, Miami, Florida 33186, for the purpose of receiving public comments on the Proposed Fiscal Year 2023/2024 Budget.

PASSED, ADOPTED and EFFECTIVE this 15th day of March, 2023.

ATTEST:

Secretary/Assistant Secretary

KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT

By:____

By:___

Chair / Vice Chair

Kendall Breeze West Community Development District

Proposed Budget For Fiscal Year 2023/2024 October 1, 2023 - September 30, 2024

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

PROPOSED BUDGET KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR	
	2023/2024	
REVENUES ADMINISTRATIVE ASSESSMENTS	BUDGET	95 204
MAINTENANCE ASSESSMENTS		85,304
DEBT ASSESSMENTS		72,964 114,973
INTEREST INCOME		,
		360
TOTAL REVENUES	\$	273,601
EXPENDITURES		
MAINTENANCE & OPERATIONS EXPENDITURES		
ENGINEERING - ANNUAL REPORT & INSPECTIONS		2,000
STREET/ROADWAY & STORMWATER MAINTENANCE		18,400
PRESERVATION AREA MAINTENANCE		6,500
PRESSURE CLEANING		10,500
ROADWAY RESURFACING PROJECT		14,286
SPECIAL PROJECTS		10,700
MISCELLANEOUS MAINTENANCE		5,000
		1,200
MAINTENANCE CONTINGENCY TOTAL MAINTENANCE & OPERATIONS EXPENDITURES	\$	68,586
TOTAL MAINTENANCE & OFERATIONS EXFENDITORES	Ψ	00,000
ADMINISTRATIVE EXPENDITURES		
SUPERVISOR FEES		5,000
PAYROLL TAXES (EMPLOYER)		383
MANAGEMENT		32,388
SECRETARIAL & FIELD OPERATIONS		6,000
LEGAL		8.500
ASSESSMENT ROLL		7,500
AUDIT FEES		3,800
INSURANCE		6,600
LEGAL ADVERTISING		700
MISCELLANEOUS		1,100
POSTAGE		250
OFFICE SUPPLIES		400
DUES & SUBSCRIPTIONS		175
TRUSTEE FEES		4,100
CONTINUING DISCLOSURE FEE		4,100
		2,000
		,
ADMINISTRATIVE CONTINGENCY TOTAL ADMINISTRATIVE EXPENDITURES	\$	1,300 80,546
TOTAL ADMINISTRATIVE EXPENDITORES	.	00,040
TOTAL EXPENDITURES	\$	149,132
REVENUES LESS EXPENDITURES	\$	124,469
BOND PAYMENTS		(108,075)
BALANCE	\$	16,394
COUNTY APPRAISER & TAX COLLECTOR FEE		(5,464)
DISCOUNTS FOR EARLY PAYMENTS		(10,930)
		(10,330)
EXCESS/ (SHORTFALL)	\$	-
CARRYOVER FROM PRIOR YEAR		0
NET EXCESS / (SHORTFALL)	\$	-

DETAILED PROPOSED BUDGET KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 OCTOBER 1, 2023 - SEPTEMBER 30, 2024

PEVENUES	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
	ACTUAL	BUDGET	BUDGET	
	82,667	84,395		Expenditures Less Interest & 75% Of Carryover/.94
MAINTENANCE ASSESSMENTS	73,497	73,496		Expenditures Less 25% Of Carryover/.94
DEBT ASSESSMENTS	117,390	115,471		Bond Payments/.94
INTEREST INCOME	160	180	360	Estimated At \$30 Per Month
TOTAL REVENUES	\$ 273,714	\$ 273,542	\$ 273,601	
EXPENDITURES				
MAINTENANCE & OPERATIONS EXPENDITURES				
ENGINEERING - ANNUAL REPORT & INSPECTIONS	1,575	1,200	2,000	\$800 Increase From 2022/2023 Budget
STREET/ROADWAY & STORMWATER MAINTENANCE	5,375	18,400	18,400	No Change From 2022/2023 Budget
PRESERVATION AREA MAINTENANCE	9,548	6,500	6,500	No Change From 2022/2023 Budget
PRESSURE CLEANING	10,001	10,500	10,500	No Change From 2022/2023 Budget
ROADWAY RESURFACING PROJECT	0	14,286		14 Year Project (2nd Year - Total Cost: \$200,000)
SPECIAL PROJECTS	0	12,000	10,700	\$1,300 Decrease From 2022/2023 Budget
MISCELLANEOUS MAINTENANCE	340	5,000		No Change From 2022/2023 Budget
MAINTENANCE CONTINGENCY	0	1,200	1,200	No Change From 2022/2023 Budget
TOTAL MAINTENANCE & OPERATIONS EXPENDITURES	\$ 26,839	\$ 69,086	\$ 68,586	
ADMINISTRATIVE EXPENDITURES				
SUPERVISOR FEES	1,800	6,000	5,000	Supervisor Fees
PAYROLL TAXES (EMPLOYER)	138	459	383	Supervisor Fees *7.65%
MANAGEMENT	30,540	31,452	32,388	CPI Adjustment (Capped At 3%)
SECRETARIAL & FIELD OPERATIONS	6,000	6,000	6,000	No Change From 2022/2023 Budget
LEGAL	7,218	8,000	8,500	\$500 Increase From 2022/2023 Budget
ASSESSMENT ROLL	7,500	7,500	7,500	As Per Contract
AUDIT FEES	3,600	3,700	3,800	Accepted Amount For 2022/2023 Audit
INSURANCE	5,706	6,200	6,600	Fiscal Year 2022/2023 Expenditure Was \$6,134
LEGAL ADVERTISING	368	700	700	No Change From 2022/2023 Budget
MISCELLANEOUS	935	1,100	1,100	No Change From 2022/2023 Budget
POSTAGE	130	275	250	\$25 Decrease From 2022/2023 Budget
OFFICE SUPPLIES	332	400	400	No Change From 2022/2023 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2022/2023 Budget
TRUSTEE FEES	4,089	4,100	4,100	No Change From 2022/2023 Budget
CONTINUING DISCLOSURE FEE	350	350	350	No Change From 2022/2023 Budget
WEBSITE MANAGEMENT	2,000	2,000	2,000	No Change From 2022/2023 Budget
ADMINISTRATIVE CONTINGENCY	0	1,100	1,300	Administrative Contingency
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 70,881	\$ 79,511	\$ 80,546	
TOTAL EXPENDITURES	\$ 97,720	\$ 148,597	\$ 149,132	
REVENUES LESS EXPENDITURES	\$ 175,994	\$ 124,945	\$ 124,469	
BOND PAYMENTS	(111,903)	(108,543)	(108,075)	2024 P & I Payments Less Earned Interest
BALANCE	\$ 64,091	\$ 16,402	\$ 16,394	
		- 10,-02		
COUNTY APPRAISER & TAX COLLECTOR FEE	(2,634)	(5,467)	(5,464)	Two Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(10,143)	(10,935)	(10,930)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 51,314	\$-	\$-	
CARRYOVER FROM PRIOR YEAR	0	0	0	Carryover From Prior Year
	¢ 54.044	¢	¢	
NET EXCESS / (SHORTFALL)	\$ 51,314	\$-	\$-	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAF	FIS	CAL YEAR	FI	SCAL YEAR	
	2021/2022	2	022/2023	:	2023/2024	
REVENUES	ACTUAL	E	BUDGET		BUDGET	COMMENTS
Interest Income	23	51	10		100	Projected Interest For 2023/2024
NAV Tax Collection	111,90)3	108,543		108,075	2024 P & I Payments Less Earned Interest
Total Revenues	\$ 112,13	4 \$	108,553	\$	108,175	
EXPENDITURES						
Principal Payments	65,00	00	55,000		60,000	Principal Payment Due In 2024
Interest Payments	56,69	94	53,553		48,175	Interest Payments Due In 2024
Total Expenditures	\$ 121,69	4 \$	108,553	\$	108,175	
Excess / (Shortfall)	\$ (9,56)	D) \$	-	\$	-	

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 1/1/23 = \$905,000

Kendall Breeze West Community Development District Assessment Comparison

		F	iscal Year	Fiscal Year		Fiscal Year		Fiscal Year		
		2	2020/2021	2021/2022		2022/2023		2023/2024		
Lot		A	ssessment	A	Assessment		Assessment		Assessment	
Size		Bef	ore Discount*	Before Discount*		Before Discount*		Before Discount*		
30	Administrative	\$	319.01	\$	397.00	\$	405.75	\$	410.12	
	Maintenance	\$	117.04	\$	353.35	\$	353.35	\$	350.79	
	<u>Debt</u>	\$	529.38	\$	539.60	\$	530.78	\$	528.50	
	Sub-Total For Lot Size 30	\$	965.43	\$	1,289.95	\$	1,289.88	\$	1,289.41	
35	Administrative	\$	319.01	\$	397.00	\$	405.75	\$	410.12	
	Maintenance	\$	117.04	\$	353.35	\$	353.35	\$	350.79	
	Debt	\$	602.65	\$	614.29	\$	604.25	\$	601.65	
	Sub-Total For Lot Size 35	\$	1,038.70	\$	1,364.64	\$	1,363.35	\$	1,362.56	

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



February 10, 2023

Board of Supervisors Kendall Breeze West Community Development District Attn: District Manager Nancy Nguyen Special District Services, Inc. 2501 Burns Road Palm Beach Gardens, FL 33410

 Reference:
 Kendall Breeze West Community Development District

 Alvarez Engineers Personnel Billing Rates

 Via:
 Email Only: nnguyen@sdsinc.org

Dear Board of Supervisors,

I would like to respectfully request the Board of Supervisors to consider updating our hourly personnel billing rates and staff classifications to our proposed 2023 rates as shown in the attached table. Our rates were last revised and approve via motion by the Board on March 18, 2015.

Please let me know if you have any questions or if you would like to discuss this further.

Sincerely,

Juan R. Alvarez, President Alvarez Engineers, Inc.

		Kendall Bree	eze West CDD			
Current 2015 Rates			Proposed 2023 Rates			
Principal	\$ 200.00		Principal	\$	220.00	
Chief Engineer	Ŷ	200.00	Frincipal	2	220.00	
Senior Engineer	\$	170.00	Senior Engineer	\$	185.00	
Senior Project Engineer	\$	150.00	Engineer 2	\$	160.00	
Project Manager	Ŷ	130.00	Lingineer 2			
Project Engineer	\$	130.00	Engineer 1	\$	140.00	
			Electrical Engineer	\$	135.00	
Engineer	\$	125.00	Engineer Intern	\$	130.00	
CADD		95.00	Senior Designer	\$	110.00	
CADD	\$	95.00	CADD/Computer Technician	\$	100.00	
			Senior Engineering Technician	\$	95.00	
Engineering Technician	\$	85.00	Engineering Technician	\$	90.00	
Senior Administrative	\$	80.00	Senior Administrative	\$	95.00	
Administrative	\$	50.00	Administrative	\$	60.00	

Principal Senior Engineer Engineer 2 Engineer 1 Electrical Engineer Engineer Intern Senior Designer CADD/Computer Technician Senior Engineering Technician Engineering Technician Senior Administrative Administrative

Professional Engineer with 20+ years of post registration experience Professional Engineer with 10+ years of post registration experience Professional Engineer with 5+ years of post registration experience Electrical Engineer with 0+ years of post-graduate experience Entry level with engineering degree; Engineering Intern License 15+ years of design experience, non-registered Design and Drafting with 1+ year of experience 5+ years of experience Entry level, with 0-4 years of experience Degreed executive assistant with 8+ years of experience Secretary / Clerical

LAW OFFICES

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

ESTABLISHED 1977

LAS OLAS SQUARE, SUITE 600 515 EAST LAS OLAS BOULEVARD FORT LAUDERDALE, FLORIDA 33301 (954) 764-7150 (954) 764-7279 FAX

PGA NATIONAL OFFICE CENTER 300 AVENUE OF THE CHAMPIONS, SUITE 270 PALM BEACH GARDENS, FLORIDA 33418 (561) 659-5970 (561) 659-6173 FAX

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

CHRISTINE A. BROWN GREGORY F. GEORGE BRAD J. KIMBER

OF COUNSEL

CLARK J. COCHRAN, JR. SUSAN F. DELEGAL SHIRLEY A. DELUNA GERALD L. KNIGHT BRUCE M. RAMSEY

STEVEN F. BILLING (1947-1998) HAYWARD D. GAY (1943-2007)

January 31, 2023

VIA E-MAIL ONLY- nnguyen@sdsinc.org

Ms. Nancy Nguyen District Manager Special District Services, Inc. 8785 S.W. 165th Avenue, Suite 200 Miami, FL 33193

Re: Adjustment to District Counsel Fee Structure Kendall Breeze West Community Development District Our File: 608.04239

Dear Ms. Nguyen:

DENNIS E. LYLES JOHN W. MAURO

ANDREW A. RIEF MANUEL R. COMRAS GINGER E. WALD JEFFERY R. LAWLEY

JOHN C. WEBBER

KENNETH W. MORGAN, JR.

RICHARD T. WOULFE CAROL J. HEALY GLASGOW MICHAEL J. PAWELCZYK

SCOTT C. COCHRAN SHAWN B. MCKAMEY ALINE O. MARCANTONIO

This firm's current fee structure has been in place since 2004. Although we are certainly mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for us to adjust our hourly rates effective April 1, 2023, as follows:

•	Attorneys/Partners:	\$275.00 per hour
	Attorneys/Associates:	\$225.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor. The CPI has reflected a 57.1% increase since the year 2004 and we have not raised our fees during that time.

Ms. Nancy Nguyen January 31, 2023 Page 2

Naturally, should you feel you have any questions or require any further information in support of this adjustment you should feel free to contact me at your convenience. As I think you are aware, we very much appreciate the opportunity to serve as District Counsel as well as your courtesy and cooperation with regard to the necessity of what we believe to be both infrequent and reasonable adjustments to our schedule of professional fees.

Very truly yours,

Ginger E. Wald For the Firm

GEW/jmp