



**KENDALL BREEZE WEST
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
MAY 15, 2024
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 15, 2024
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. February 21, 2024 Regular Board Meeting.....Page 2
- G. Public Hearing
 - 1. Proof of Publication.....Page 6
 - 2. Receive Public Comments on Fiscal Year 2024/2025 Final Budget
 - 3. Consider Resolution No. 2024-03 – Adopting a Fiscal Year 2024/2025 Final Budget.....Page 7
- H. Old Business
 - 1. Discussion Regarding Roadway & Sidewalk Repairs - Ratify District Manager’s Actions
 - 2. Update Regarding Sidewalk Milling
- I. New Business
 - 1. Discussion Regarding Stormwater System Cleaning.....Page 14
 - 2. Consider Resolution No. 2024-04 – Adopting a Fiscal Year 2024/2025 Meeting Schedule.....Page 19
 - 3. Consider Appointment of Audit Committee & Approval of Evaluation Criteria.....Page 21
- J. Administrative & Operational Matters
 - 1. Qualifying Period Announcement: Noon, June 10, 2024 – Noon, June 14, 2024 (Seats 2, 4, & 5)
 - 2. Statement of Financial Interest 2023 Form 1 Electronic Filing – Filing Deadline: July 1, 2024
- K. Board Member & Staff Closing Comments
- L. Adjourn

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

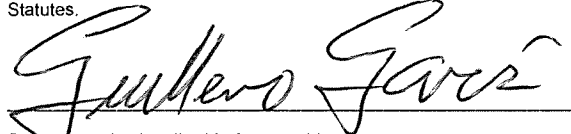
Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement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

KENDALL BREEZE WEST COMMUNITY DEVELOPMENT
DISTRICT - FISCAL YEAR 2023/2024 REGULAR MEETING
SCHEDULE

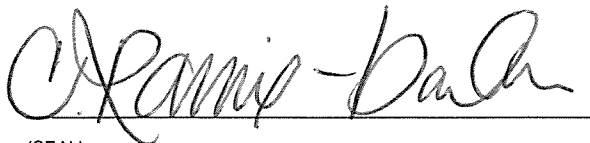
in the XXXX Court,
was published in a newspaper by print in the issues of Miami
Daily Business Review f/k/a Miami Review on

10/06/2023

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

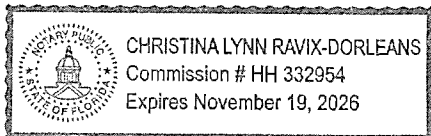


Sworn to and subscribed before me this
6 day of OCTOBER, A.D. 2023



(SEAL)

GUILLERMO GARCIA personally known to me



KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 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 18, 2023
November 15, 2023
February 21, 2024
March 20, 2024
April 17, 2024
May 15, 2024
June 19, 2024
September 18, 2024

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 trnguyen@kbsdinc.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 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 trnguyen@kbsdinc.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.kendallbreezewestodd.org
10/6

23-45/000056580AM

**KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
FEBRUARY 21, 2024**

A. CALL TO ORDER

District Manager Nancy Nguyen called the February 21, 2024, Regular Board Meeting of the Kendall Breeze West Community Development District (the “District”) to order at approximately 7:00 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 February 21, 2024, Regular Board Meeting had been published in the *Miami Daily Business Review* on October 6, 2023, as part of the District’s fiscal year 2023/2024 meeting schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of Chairwoman Liana Cervino, Vice Chairwoman Jessica Figueroa, and Supervisors Eduardo Sanchez, Marianna Antunez (who arrived at 7:06) 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.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Ms. Nguyen informed the Board of Supervisors (the “Board”) that she would like to add the following items to the agenda:

- New Business Item 5. – Discussion Regarding Roadway Repairs
- New Business, Item 6. – Preservation Area Progress Report Review

The Board acknowledged Ms. Nguyen’s request.

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

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

F. APPROVAL OF MINUTES

1. October 18, 2023, Regular Board Meeting

Ms. Nguyen presented the minutes of the October 18, 2023, Regular Board Meeting and asked if there were any changes and/or corrections. There being no comments or changes, a **motion** was made by Ms. Figueroa, seconded by Ms. Cervino and passed unanimously approving the minutes of the October 18, 2023, Regular Board Meeting, as presented.

G. OLD BUSINESS

1. Staff Report, as Required

There was no staff report at this time.

H. NEW BUSINESS

1. Consider Resolution No. 2024-01 – Adopting a Fiscal Year 2024/2025 Proposed Budget

NOTE: Ms. Antunez arrived at approximately 7:06 p.m.

Ms. Nguyen presented Resolution No. 2024-01, entitled:

RESOLUTION NO. 2024-01

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 2024/2025; AND PROVIDING AN EFFECTIVE DATE.

Ms. Nguyen explained that the perimeter cleanup in the preservation area is no longer needed, as such, she allocated \$2,000 from the Preservation Area Maintenance budget line to a new Sidewalk Repairs (Milling & Replacements) budget line. Additionally, she allocated \$3,500 from the Miscellaneous Maintenance budget line to the Sidewalk Repairs (Milling & Replacements) budget line, bringing the total to \$5,500. Ms. Nguyen stated that the remaining \$500 in the Miscellaneous Maintenance budget line were allocated to the Maintenance Contingency budget line. Ms. Nguyen indicated that the projected fund balance as of September 30, 2024 will be approximately \$125,000. Ms. Nguyen advised that since the overall proposed assessments were not increasing in the fiscal year 2024/2025, letters to the residents would not be required. Furthermore, Ms. Nguyen stated as part of Resolution No. 2024-01, the Board must set a date for the public hearing to adopt the fiscal year 2024/2025 final budget and assessment roll. A discussion ensued after which:

A **motion** was made by Ms. Figueroa, seconded by Ms. Cervino and unanimously passed to approve and adopt Resolution No. 2024-01, as presented, setting the public hearing to adopt the fiscal year 2024/2025 final budget and assessments for May 15, 2024, at 7:00 p.m. in the Meeting Room at the Kendall Breeze West Community Clubhouse located at 11780 SW 138 Avenue, Miami, Florida 33186; and further authorizes publication/notice of the budget public hearing, as required by law.

2. Consider Resolution No. 2024-02 – Adopting an Electronic Signature Policy

Ms. Nguyen presented Resolution No. 2024-02, entitled:

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING AN ELECTRONIC SIGNATURE POLICY, PROVIDING DISTRICT MANAGER WITH

**AUTHORITY AND RESPONSIBILITY FOR APPROVAL OF
ELECTRONIC SIGNATURES AND IMPLEMENTATION OF
CONTROL PROCESSES AND PROCEDURES TO ENSURE
COMPLIANCE, INTEGRITY, AND SECURITY, IN
ACCORDANCE WITH CHAPTER 688, FLORIDA STATUTES;
AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.**

Ms. Nguyen explained that this resolution provides the District Manager the authority and responsibility for approval of electronic signatures and implementation of control process and procedures to ensure compliance, integrity, and security, in accordance with Chapter 688, Florida Statutes. A discussion ensued, after which:

A **motion** was made Ms. Figueroa, seconded by Ms. Cervino and unanimously passed to approve and adopt Resolution No. 2024-02, thereby adopting an Electronic Signature Policy.

3. Discussion Regarding Sidewalk Milling

Ms. Nguyen presented two (2) proposals for the sidewalk trip hazard milling of sixty-one locations. The proposals presented were:

- Raptor Vac–Systems: \$4,209
- Florida Sidewalk Solutions: \$5,154.19

A discussion ensued, after which:

A **motion** was made by Ms. Figueroa, seconded by Ms. Cervino an unanimously passed accepting the proposal from Raptor Vac-Systems in the amount of \$4,209, further authorizing District Counsel to prepare an Agreement for the project, and further authorizing the District Manager to execute the same on behalf of the Chairwoman.

4. Discussion Regarding Ethics Training and Financial Disclosure Memorandum

Mr. George reminded the Board that beginning January 1, 2024, elected and appointed officers of independent special districts are required to complete four (4) hours of ethics training annually. Mr. George presented the Required Ethics Training and Financial Disclosure Memorandum (Memorandum) prepared by Mr. George's firm which lists online training options. Mr. George provided an explanation for each of the training options listed and further explained that they should have received a clickable version of the Memorandum via an email from the District Manager. Mr. George further explained that the ethics training confirmation is not required when submitting the 2023 Form 1 (which is due on July 1, 2024); however, Board Supervisors are required to complete their 4-hour ethics training before December 31, 2024 to be able to confirm the training requirement confirmation when submitting their 2024 Form 1 (which is due on July 1, 2025).

5. ADD-ON: Discussion Regarding Roadway Repairs

Ms. Nguyen presented a proposal from Lega Striping and More (Lega) for the asphalt repairs of approximately 200 sq. ft., restriping of the areas affected by the asphalt repairs, and the replacement of 54 reflective pavement markings, in the amount of \$2,201. Ms. Nguyen indicated that Lega is the contractor engaged by the District for the asphalt repairs, installation of speed humps, and sidewalk

slab replacements the previous year. The Board acknowledged that Lega provided good services the previous year.

A discussion ensued regarding two (2) sidewalk slabs within the District with cracks on them. Ms. Nguyen explained that the cracks on the sidewalk slabs being referenced do not pose a trip hazard. A discussion ensued, after which:

A **motion** was made by Ms. Figueroa, seconded by Ms. Cervino and unanimously passed setting a not to exceed amount of \$4,000 for the asphalt repairs and two (2) sidewalk slab replacements by Lega Striping and More, further authorizing District Counsel to prepare an Agreement for the project, and further authorizing the District Manager to execute the same on behalf of the Chairwoman.

6. ADD-ON: Preservation Area Progress Report Review

Ms. Nguyen presented a Preservation Area Restoration and Maintenance Report (the “Report”) prepared for the District by Allstate Resource Management, Inc. (Allstate) Ms. Nguyen explained that the Report indicates that the overall health of the preservation has dramatically improved since Allstate began the restoration of the preserve project. The Report further indicated that the work on the understory of the preserve has come very close to eradicating all invasive species which in turn has begun to restore the proper balance and appearance of the pine rockland habitat, additionally, the canopy of the preservation has been restored and native trees are now able to thrive. The Board wished to publicly acknowledge Allstate’s efforts in restoring the preservation area.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Staff Report, as Required

There was no staff report at this time.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

Ms. Nguyen stated that unless an emergency were to arise, the Board would not need to meet until May 15, 2024.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Figueroa, seconded by Ms. Cervino and passed unanimously adjourning the Regular Board Meeting at approximately 7:39 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

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 15, 2024, 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 2024/2025 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.kendallbreezestcdd.org

PUBLISH: MIAMI HERALD 04/26/24 & 05/03/24

W00000000

Publication Dates

RESOLUTION NO. 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2024/2025 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 2024/2025 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 2024/2025 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 15th day of May, 2024.

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 2024/2025
October 1, 2024 - September 30, 2025**

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

FINAL BUDGET
KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET
REVENUES	
ADMINISTRATIVE ASSESSMENTS	84,879
MAINTENANCE ASSESSMENTS	72,964
DEBT ASSESSMENTS	115,336
INTEREST INCOME	720
TOTAL REVENUES	\$ 273,899
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
MISCELLANEOUS MAINTENANCE	0
MAINTENANCE CONTINGENCY	1,700
TOTAL MAINTENANCE & OPERATIONS EXPENDITURES	\$ 68,586
ADMINISTRATIVE EXPENDITURES	
SUPERVISOR FEES	5,000
PAYROLL TAXES (EMPLOYER)	383
MANAGEMENT	33,348
SECRETARIAL & FIELD OPERATIONS	6,000
LEGAL	8,500
ASSESSMENT ROLL	7,500
AUDIT FEES	3,900
INSURANCE	7,100
LEGAL ADVERTISING	1,700
MISCELLANEOUS	1,000
POSTAGE	250
OFFICE SUPPLIES	400
DUES & SUBSCRIPTIONS	175
TRUSTEE FEES	4,100
CONTINUING DISCLOSURE FEE	350
WEBSITE MANAGEMENT	2,000
ADMINISTRATIVE CONTINGENCY	1,300
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 83,006
TOTAL EXPENDITURES	\$ 151,592
REVENUES LESS EXPENDITURES	\$ 122,307
BOND PAYMENTS	(108,416)
BALANCE	\$ 13,891
COUNTY APPRAISER & TAX COLLECTOR FEE	(5,464)
DISCOUNTS FOR EARLY PAYMENTS	(10,927)
EXCESS/ (SHORTFALL)	\$ (2,500)
CARRYOVER FROM PRIOR YEAR	2,500
NET EXCESS / (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES				
ADMINISTRATIVE ASSESSMENTS	84,740	85,304	84,879	Expenditures Less Interest & Carryover/.94
MAINTENANCE ASSESSMENTS	73,497	72,964	72,964	Expenditures/.94
DEBT ASSESSMENTS	115,472	114,973	115,336	Bond Payments/.94
INTEREST INCOME	6,202	360	720	Estimated At \$60 Per Month
TOTAL REVENUES	\$ 279,911	\$ 273,601	\$ 273,899	
EXPENDITURES				
MAINTENANCE & OPERATIONS EXPENDITURES				
ENGINEERING - ANNUAL REPORT & INSPECTIONS	4,188	2,000	3,000	\$1,000 Increase From 2023/2024 Budget
STREET/ROADWAY & STORMWATER MAINTENANCE	18,854	18,400	19,400	\$1,000 Increase From 2023/2024 Budget
PRESERVATION AREA MAINTENANCE	2,868	6,500	3,500	\$3,000 Decrease From 2023/2024 Budget
PRESSURE CLEANING	10,001	10,500	10,500	No Change From 2023/2024 Budget
ROADWAY RESURFACING PROJECT	0	14,286	14,286	14 Year Project (3rd Year - Total Cost: \$200,000)
SPECIAL PROJECTS	11,975	10,700	10,700	No Change From 2023/2024 Budget
SIDEWALK REPAIRS (MILLING & REPLACEMENTS)	0	0	5,500	Sidewalk Repairs (Milling & Replacements)
MISCELLANEOUS MAINTENANCE	0	5,000	0	Line Item Eliminated
MAINTENANCE CONTINGENCY	0	1,200	1,700	\$500 Increase From 2023/2024 Budget
TOTAL MAINTENANCE & OPERATIONS EXPENDITURES	\$ 47,886	\$ 68,586	\$ 68,586	
ADMINISTRATIVE EXPENDITURES				
SUPERVISOR FEES	2,800	5,000	5,000	Supervisor Fees
PAYROLL TAXES (EMPLOYER)	214	383	383	Supervisor Fees *7.65%
MANAGEMENT	31,452	32,388	33,348	CPI Adjustment (Capped At 3%)
SECRETARIAL & FIELD OPERATIONS	6,000	6,000	6,000	No Change From 2023/2024 Budget
LEGAL	9,015	8,500	8,500	No Change From 2023/2024 Budget
ASSESSMENT ROLL	7,500	7,500	7,500	As Per Contract
AUDIT FEES	3,700	3,800	3,900	\$100 Increase From 2023/2024 Budget
INSURANCE	6,134	6,600	7,100	Fiscal Year 2023/2024 Expenditure Was \$6,594
LEGAL ADVERTISING	292	700	1,700	Costs Will Increase Due To Closing Of The Miami Business Review
MISCELLANEOUS	675	1,100	1,000	\$100 Decrease From 2023/2024 Budget
POSTAGE	150	250	250	No Change From 2023/2024 Budget
OFFICE SUPPLIES	259	400	400	No Change From 2023/2024 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2023/2024 Budget
TRUSTEE FEES	4,089	4,100	4,100	No Change From 2023/2024 Budget
CONTINUING DISCLOSURE FEE	350	350	350	No Change From 2023/2024 Budget
WEBSITE MANAGEMENT	2,000	2,000	2,000	No Change From 2023/2024 Budget
ADMINISTRATIVE CONTINGENCY	0	1,300	1,300	Administrative Contingency
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 74,805	\$ 80,546	\$ 83,006	
TOTAL EXPENDITURES	\$ 122,691	\$ 149,132	\$ 151,592	
REVENUES LESS EXPENDITURES	\$ 157,220	\$ 124,469	\$ 122,307	
BOND PAYMENTS	(110,002)	(108,075)	(108,416)	2025 P & I Payments Less Earned Interest
BALANCE	\$ 47,218	\$ 16,394	\$ 13,891	
COUNTY APPRAISER & TAX COLLECTOR FEE	(2,632)	(5,464)	(5,464)	Two Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(10,322)	(10,930)	(10,927)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 34,264	\$ -	\$ (2,500)	
CARRYOVER FROM PRIOR YEAR	0	0	2,500	Carryover From Prior Year
NET EXCESS / (SHORTFALL)	\$ 34,264	\$ -	\$ -	

DETAILED FINAL DEBT SERVICE FUND BUDGET
KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	3,355	100	500	Projected Interest For 2024/2025
NAV Tax Collection	110,002	108,075	108,416	2025 P & I Payments Less Earned Interest
Total Revenues	\$ 113,357	\$ 108,175	\$ 108,916	
EXPENDITURES				
Principal Payments	55,000	60,000	65,000	Principal Payment Due In 2025
Interest Payments	53,169	48,175	43,916	Interest Payments Due In 2025
Total Expenditures	\$ 108,169	\$ 108,175	\$ 108,916	
Excess / (Shortfall)	\$ 5,188	\$ -	\$ -	

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 1/1/24 =	\$840,000		

Kendall Breeze West Community Development District Assessment Comparison

Lot Size		Fiscal Year 2021/2022 Assessment Before Discount*	Fiscal Year 2022/2023 Assessment Before Discount*	Fiscal Year 2023/2024 Assessment Before Discount*	Fiscal Year 2024/2025 Assessment Before Discount*
30	Administrative	\$ 397.00	\$ 405.75	\$ 410.12	\$ 408.08
	Maintenance	\$ 353.35	\$ 353.35	\$ 350.79	\$ 350.79
	<u>Debt</u>	<u>\$ 539.60</u>	<u>\$ 530.78</u>	<u>\$ 528.50</u>	<u>\$ 530.16</u>
	Sub-Total For Lot Size 30	\$ 1,289.95	\$ 1,289.88	\$ 1,289.41	\$ 1,289.03
35	Administrative	\$ 397.00	\$ 405.75	\$ 410.12	\$ 408.08
	Maintenance	\$ 353.35	\$ 353.35	\$ 350.79	\$ 350.79
	<u>Debt</u>	<u>\$ 614.29</u>	<u>\$ 604.25</u>	<u>\$ 601.65</u>	<u>\$ 603.55</u>
	Sub-Total For Lot Size 35	\$ 1,364.64	\$ 1,363.35	\$ 1,362.56	\$ 1,362.42

* 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 69

Total Units 208



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

March 12, 2024

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

(32) 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 (32) Catch Basins: \$ 3,500.00

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 Vines

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.



PROPOSAL

4122 NE 22nd Court, Homestead, FL 33033

Tel 786-694-0709

E-mail: operations@raptorvac.com

STORM DRAIN MAINTENANCE

PROPOSAL SUBMITTED TO: Kendall Breeze West CDD	PROJECT NAME: Kendall Breeze West
BUSINESS ADDRESS: 2501A Burns Road, Palm Beach Gardens, FL 33410	PROJECT LOCATION: 11780 SW 138th Ave, Miami, FL 33186
CONTACT: District Management	DATE: March 8, 2024

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: Combination sewer cleaner to clean thirty two (32) drainage structures, wash grate, hinges, walls and vacuum out debris. Disposal at Miami Dade County Treatment Plant.

COST: We propose to conduct this work in accordance with the above Scope of Work for the sum of \$3,680.00.

Three Thousand Six Hundred Eighty 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

March 12, 2024

Kendall Breeze West CDD

11780 SW 138th Ave,
Miami, FL 33186

RE: Storm Drain Cleaning

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

Line Item	Description	Unit of Measure	Quantity	Unit Price	Extended Price
1	Cleaning service of thirty-two (32) storm drains.	EA	32	\$190	\$6,080.00
2	Disposal of sediments collected at approved site.	EA	3	\$500	\$1,500.00
TOTAL					\$7,580.00

Service cost shall be \$7,580.00.
Service must be paid upon completion.

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.

PUMP OUTS UNLIMITED CORP.

CUSTOMER:

SIGNATURE: _____

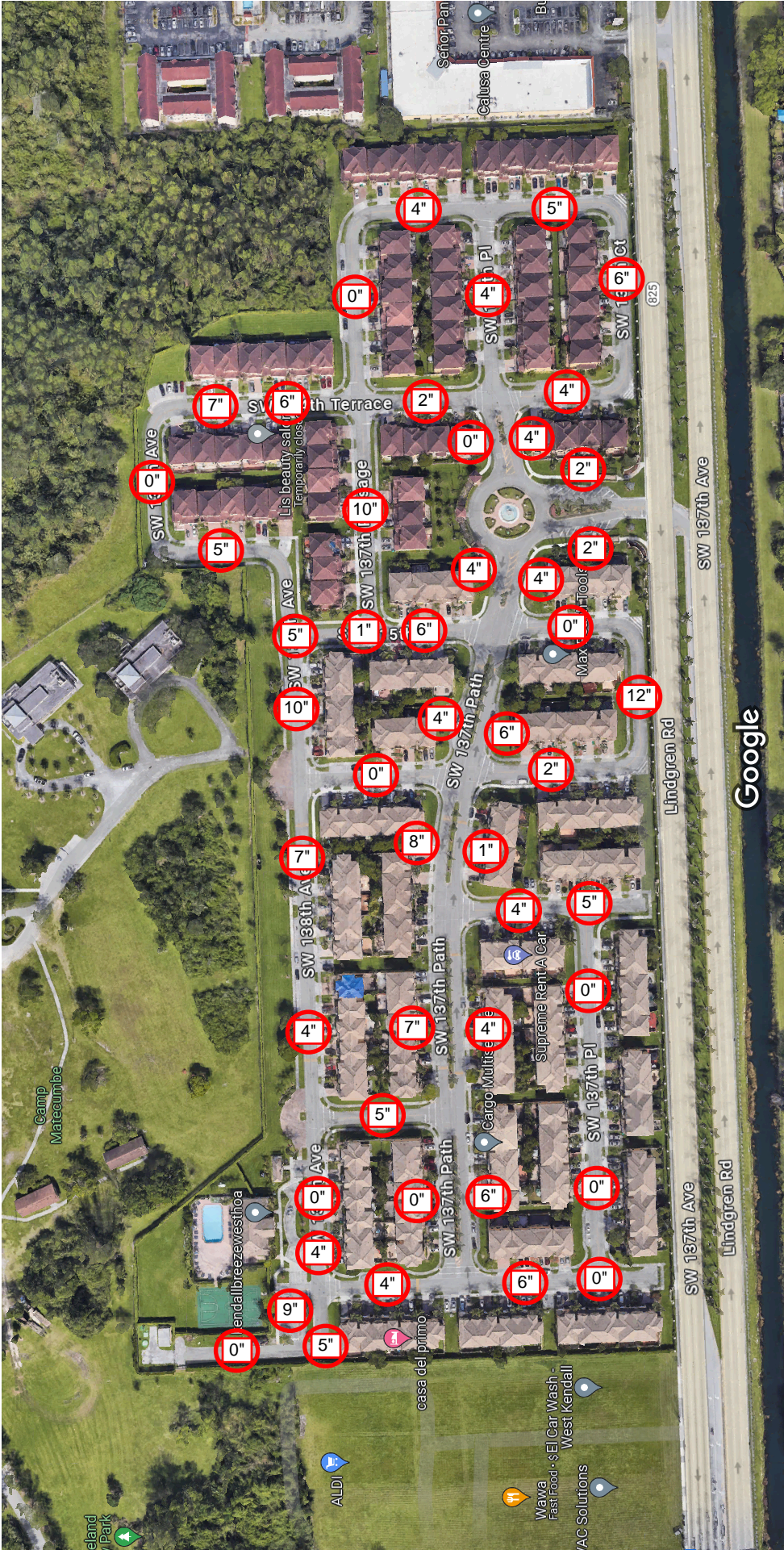
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PRINT: _____

PRINT: _____

DATE: _____

DATE: _____



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RESOLUTION NO. 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 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 2024/2025; 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 2024/2025 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 2024/2025 which is attached hereto as Exhibit "A" is hereby adopted by the Board and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 15th day of May, 2024.

ATTEST:

**KENDALL BREEZE WEST
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**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 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 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.kendallbreezestcd.org

PUBLISH: MIAMI HERALD 10/01/24

**KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. *Ability of Personnel (10 Points).*

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience (10 Points).*

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work (10 Points).*

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services (10 Points).*

Present ability to manage this project and the extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

5. *Price (10 Points).*

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

**KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Years 2023/2024, 2024/2025 and 2025/2026
With Two Year Option (2026/2027 and 2027/2028)
Miami-Dade County, Florida**

**KENDALL BREEZE WEST COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION INSTRUCTIONS TO PROPOSERS**

SECTION 1. DUE DATE. Sealed proposals must be received no later than August 21, 2024 at 4:00 p.m., at the offices of District Manager, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is affirming its familiarity and understanding with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. REJECTION OF PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) copy of the Proposal Documents and one digital copy, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “Auditing Services – Kendall Breeze West Community Development District” on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. After proposals are opened by the District, no proposal may be withdrawn for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District’s limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes or each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after receipt of the Request for Proposals and Evaluation Criteria or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Request for Proposals, Evaluation Criteria, or other contract documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

SECTION 15. REJECTION OF ALL PROPOSALS. The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities, as determined to be in the best interests of the District.