



**KENDALL BREEZE
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
MARCH 24, 2022
6:00 P.M.**

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

www.kendallbreezecdd.org

786.347.2711 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT
Kendall Breeze Clubhouse No. 1
12300 S.W. 125th Court
6625 Miami Lakes Drive
Miami, Florida 33186
REGULAR BOARD MEETING
March 24, 2022
6:00 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. October 28, 2021 Regular Board Meeting.....Page 2
- G. New Business
 - 1. Consider Resolution No. 2022-01 – Approving a Proposed Budget for Fiscal Year 2022/2023; and Providing an Effective Date.....Page 5
 - 2. Consider Approval of Storm Drainage Cleaning Proposals.....Page 12
- H. Old Business
 - 1. Update Regarding Miami-Dade County Request for Signage to Deter Traffic from Cutting through the District Roads
- I. Administrative Matters
 - 1. Financial Update.....Page 19
 - 2. Discussion Regarding the General Election and Candidate Qualifying Period – Noon, Monday, June 13, 2022 through Noon, Friday, June 17, 2022
 - 3. Reminder of Statement of Financial Interests Disclosure 2021 Form 1, Filing Deadline: July 1, 2022
- J. Board Member/Staff Comments and Requests
- K. Adjourn

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

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 COMMUNITY DEVELOPMENT DISTRICT -
FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE

in the XXXX Court,
was published in said newspaper in the issues of

10/13/2021

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

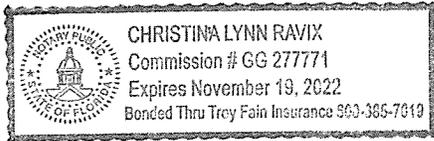
Guillermo Garcia

Sworn to and subscribed before me this
13 day of OCTOBER, A.D. 2021

C. Ravix

(SEAL)

GUILLERMO GARCIA personally known to me



**KENDALL BREEZE COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022 REGULAR
MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Kendall Breeze Community Development District will hold Regular Meetings in the Conference Room of the Kendall Breeze Community Clubhouse No. 1 located at 12300 SW 125th Court, Miami, Florida 33186 at 6:00 p.m. on the following dates:

- October 28, 2021
- January 27, 2022
- March 24, 2022
- May 26, 2022
- August 25, 2022

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any of the meetings may be obtained from the District's website www.kendallbreezecdd.org or by contacting the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922 at least five (5) days prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that the Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place certain as 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 786-347-2711 Ext. 2011 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 without advertised notice.

KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT

www.kendallbreezecdd.org
10/13

21-24/0000556245M

**KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 28, 2021**

A. CALL TO ORDER

Mrs. Perez called the October 28, 2021, Regular Board Meeting of the Kendall Breeze Community Development District (the “District”) to order at 6:00 p.m. at the Kendall Breeze Clubhouse No. 1 located at 12300 SW 125th Court, Miami, Florida 33186.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 13, 2021, as part of the District’s Fiscal Year 2021/2022 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of Chairperson Teresa Van Tassel and Supervisors Lourdes Ors, Michael Tauben and Miguel Sanfiel constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance were: District Manager Gloria Perez of Special District Services, Inc.; and General Counsel Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, PA.

D. ADDITIONS OR DELETIONS TO THE AGENDA.

There were no additions or deletions to the agenda.

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

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

F. APPROVAL OF MINUTES

1. May 27, 2021, Public Hearing & Regular Board Meeting

The minutes of the May 27, 2021, Public Hearing & Regular Board Meeting were presented, and the Board was asked if they had any comments or corrections.

There being no corrections, a MOTION was made by Supervisor Tauben, seconded by Supervisor Van Tassel and unanimously passed approving the minutes of the May 27, 2021, Public Hearing & Regular Board Meeting, as presented.
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G. OLD BUSINESS

There were no Old Business items to come before the Board.

H. NEW BUSINESS

1. Consider Resolution No. 2021-06 – Adopting a Fiscal Year 2020/2021 Amended Budget

Resolution No. 2021-06 was presented, entitled:

RESOLUTION NO. 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2020/2021 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **MOTION** was made by Supervisor Ors, seconded by Supervisor Sanfiel and passed unanimously adopting Resolution No. 2021-06, as presented.

2. Discussion Regarding Traffic Signage to Deter Traffic from Cutting through the District Roads

Supervisor Van Tassel requested that this item be added to the agenda, noting her concern regarding the amount of traffic that travels through the community, affecting the residents and the infrastructure, which is not intended to withstand this much traffic flow.

A **MOTION** was made by Supervisor Tauben, seconded by Supervisor Sanfiel and unanimously passed directing District management to contact Miami-Dade County to request that they consider approval of signage to be installed outside of the District entrances on County owned areas, stating no through traffic during peak traffic hours and those in violation are subject to fines.

I. ADMINISTRATIVE MATTERS.

1. Accept and Receive 2021 Annual Engineer’s Report

A **MOTION** was made by Supervisor Sanfiel, seconded by Supervisor Van Tassel and passed unanimously accepting and receiving the 2021 Annual Engineer’s Report, as presented.

2. Financial Update

Mrs. Perez presented the financials in the meeting book and briefly reviewed them with the Board, pointing out that available funds as of September 30, 2021, were \$253,915.22.

A **MOTION** was made by Supervisor Tauben, seconded by Supervisor Ors and passed unanimously ratifying and approving the financials, as presented.

J. ADDITIONAL BOARD MEMBER/STAFF COMMENTS

District Counsel provided an overview of the Legislative Update memorandum, advising of the changes in legislation, including: advertisements, storm water certification requirements to become effective in July of 2022 as form has already been approved. He elaborated on the engineering requirements.

K. ADJOURNMENT

There being no further business to come before the Board, a **MOTION** was made by Supervisor Van Tassel, seconded by Supervisor Tauben to adjourn the Regular Board Meeting at 6:25 p.m. The **MOTION** carried unanimously.

ATESTED BY:

Secretary/Assistant Secretary

Chairman/Vice-Chair

RESOLUTION NO. 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2022/2023 has been prepared and considered by the Board.

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

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2022/2023 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for May 26, 2022 at 6:00 p.m. in the Kendall Breeze Clubhouse No. 1, 12300 S.W. 125th Court, Miami, Florida 33186, for the purpose of receiving public comments on the Proposed Fiscal Year 2022/2023 Budget.

PASSED, ADOPTED and EFFECTIVE this 24th day of March, 2022.

ATTEST:

**KENDALL BREEZE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Kendall Breeze
Community Development District

**Proposed Budget For
Fiscal Year 2022/2023
October 1, 2022 - September 30, 2023**

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- IV ASSESSMENT COMPARISON

PROPOSED BUDGET
KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET
REVENUES	
Administrative Assessments	37,203
Maintenance Assessments	110,920
Debt Assessments	431,824
Other Revenues	0
Interest Income	600
TOTAL REVENUES	\$ 580,547
EXPENDITURES	
MAINTENANCE EXPENDITURES	
Maintenance/Contingency	9,000
Roadway Improvements/Reserve	90,000
Drainage-Stormwater Management/Reserve	30,000
Traffic Enforcement - Off-Duty Police	5,400
Engineering/Inspections	6,500
TOTAL MAINTENANCE EXPENDITURES	\$ 140,900
ADMINISTRATIVE EXPENDITURES	
Supervisor Fees	6,000
Payroll Taxes (Employer)	480
Management	32,676
Secretarial	4,200
Legal	8,000
Assessment Roll	6,000
Audit Fees	3,700
Insurance	6,200
Legal Advertisements	650
Miscellaneous	950
Postage	575
Office Supplies	600
Dues & Subscriptions	175
Website Management	2,000
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 72,206
TOTAL EXPENDITURES	\$ 213,106
REVENUES LESS EXPENDITURES	\$ 367,441
Bond Payments	(405,915)
BALANCE	\$ (38,474)
County Appraiser & Tax Collector Fee	(11,598)
Discounts For Early Payments	(23,198)
EXCESS/ (SHORTFALL)	\$ (73,270)
Carryover From Prior Year	73,270
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET	COMMENTS
REVENUES				
Administrative Assessments	50,554	31,232	37,203	Expenditures Less Interest & 50% Of Carryover/.94
Maintenance Assessments	98,319	116,915	110,920	Expenditures Less 50% Of Carryover/.94
Debt Assessments	431,824	431,824	431,824	Bond Payments/.94
Other Revenues	0	0	0	
Interest Income	1,161	840	600	Interest Estimated At \$50 Per Month
TOTAL REVENUES	\$ 581,858	\$ 580,811	\$ 580,547	
EXPENDITURES				
MAINTENANCE EXPENDITURES				
Maintenance/Contingency	0	9,000	9,000	No Change From 2021/2022 Budget
Roadway Improvements/Reserve	0	60,000	90,000	Improvements Needed Sooner Than Originally Anticipated
Drainage-Stormwater Management/Reserve	20,968	30,000	30,000	No Change From 2021/2022 Budget
Traffic Enforcement - Off-Duty Police	0	5,400	5,400	Bi-Annual Service
Engineering/Inspections	10,000	5,500	6,500	\$1,000 Increase From 2021/2022 Budget
TOTAL MAINTENANCE EXPENDITURES	\$ 30,968	\$ 109,900	\$ 140,900	
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees	3,400	6,000	6,000	No Change From 2021/2022 Budget
Payroll Taxes (Employer)	260	480	480	Projected At 8% Of Supervisor Fees
Management	31,296	31,728	32,676	CPI Adjustment (Capped At 3%)
Secretarial	4,200	4,200	4,200	No Change From 2021/2022 Budget
Legal	7,264	8,000	8,000	No Change From 2021/2022 Budget
Assessment Roll	6,000	6,000	6,000	No Change From 2021/2022 Budget
Audit Fees	3,500	3,600	3,700	Accepted Amount For 2021/2022 Audit
Insurance	5,645	6,000	6,200	Insurance Estimate
Legal Advertisements	567	550	650	\$100 Increase From 2021/2022 Budget
Miscellaneous	424	975	950	\$25 Decrease From 2021/2022 Budget
Postage	133	275	575	Increased Due To Potential Mailings
Office Supplies	187	625	600	\$25 Decrease From 2021/2022 Budget
Dues & Subscriptions	175	175	175	No Change From 2021/2022 Budget
Website Management	2,000	2,000	2,000	No Change From 2021/2022 Budget
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 65,051	\$ 70,608	\$ 72,206	
TOTAL EXPENDITURES	\$ 96,019	\$ 180,508	\$ 213,106	
REVENUES LESS EXPENDITURES	\$ 485,839	\$ 400,303	\$ 367,441	
Bond Payments	(411,737)	(405,915)	(405,915)	2023 P & I Payments Less Earned Interest
BALANCE	\$ 74,102	\$ (5,612)	\$ (38,474)	
County Appraiser & Tax Collector Fee	(5,593)	(11,599)	(11,598)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(21,394)	(23,199)	(23,198)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 47,115	\$ (40,410)	\$ (73,270)	
Carryover From Prior Year	0	40,410	73,270	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ 47,115	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE BUDGET
KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET	COMMENTS
REVENUES				
Interest Income	0	1,000	1,000	Projected Interest For 2022/2023
NAV Tax Collection	411,737	405,915	405,915	2023 P & I Payments Less Earned Interest
Total Revenues	\$ 411,737	\$ 406,915	\$ 406,915	
EXPENDITURES				
Principal Payments	219,258	239,970	250,769	Principal Payment Due In 2023
Interest Payments	182,253	166,945	156,146	Interest Payments Due In 2023
Total Expenditures	\$ 401,511	\$ 406,915	\$ 406,915	
Excess/Shortfall	\$ 10,226	\$ -	\$ -	

Series 2007 Refunding Bonds Information

Original Par Amount =	\$6,161,095	Annual Principal Payments Due =	November 1st
Interest Rate =	4.50%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	March 2007		
Maturity Date =	November 2033		

Par Amount As Of 1/1/22 = \$3,709,900

Kendall Breeze Community Development District Assessment Comparison

Lot Size		Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
		2019/2020	2020/2021	2021/2022	2022/2023
		<u>Assessment*</u>	<u>Assessment*</u>	<u>Assessment*</u>	<u>Projected Assessment*</u>
22	Administrative	\$ 66.10	\$ 64.16	\$ 40.20	\$ 47.89
	Maintenance	\$ 124.62	\$ 126.54	\$ 150.47	\$ 142.76
	<u>Debt</u>	\$ 486.88	\$ 486.88	\$ 486.88	\$ 486.88
	Sub-Total For Lot Size 22	\$ 677.60	\$ 677.58	\$ 677.55	\$ 677.53
30	Administrative	\$ 66.10	\$ 64.16	\$ 40.20	\$ 47.89
	Maintenance	\$ 124.62	\$ 126.54	\$ 150.47	\$ 142.76
	<u>Debt</u>	\$ 550.81	\$ 550.81	\$ 550.81	\$ 550.81
	Sub-Total For Lot Size 30	\$ 741.53	\$ 741.51	\$ 741.48	\$ 741.46
35	Administrative	\$ 66.10	\$ 64.16	\$ 40.20	\$ 47.89
	Maintenance	\$ 124.62	\$ 126.54	\$ 150.47	\$ 142.76
	<u>Debt</u>	\$ 590.77	\$ 590.77	\$ 590.77	\$ 590.77
	Sub-Total For Lot Size 35	\$ 781.49	\$ 781.47	\$ 781.44	\$ 781.42
60	Administrative	\$ 66.10	\$ 64.16	\$ 40.20	\$ 47.89
	Maintenance	\$ 124.62	\$ 126.54	\$ 150.47	\$ 142.76
	<u>Debt</u>	\$ 790.55	\$ 790.55	\$ 790.55	\$ 790.55
	Sub-Total For Lot Size 60	\$ 981.27	\$ 981.25	\$ 981.22	\$ 981.20

* Assessments Include the Following :

4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Community Information:

Twenty Two Foot Lots	478
Thirty Foot Lots	73
Thirty Five Foot Lots	99
<u>Sixty Five Foot Homes</u>	<u>127</u>
Total Units	777

Kendall Breeze CDD – Proposals to Clean Storm Drainage Structures		
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Americlean	Raptor Vac Systems	PumpOuts Unlimited
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Proposal to clean 34 reported structures based on the detailed report provided.		
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Total Price: \$3,740.00	Total Price: \$3,230.00	Total Price: \$6,600.00
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PO Box 560951 Miami, FL 33256 Phone (305) 270-3233 Fax (305) 259-4214

February 18, 2022

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

STORM DRAIN CLEANING

(34) Catch Basins

Scope of Work:

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

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 (34) Catch Basins: \$ 3,740.00

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 Vincas

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 90 days.



PROPOSAL

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

STORM DRAIN MAINTENANCE

PROPOSAL SUBMITTED TO: Kendall Breeze C/o SDS, Inc.	PROJECT NAME: Kendall Breeze
BUSINESS ADDRESS: 2501A Burns Road, Palm Beach Gardens, FL 33410	PROJECT LOCATION: 12300 SW 125th Ct, Miami, FL 33186
TELEPHONE: 786-503-1633	DATE: February 22, 2022; Valid for 60 days.

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 Sewer Combination Cleaner to vacuum all sediment from thirty four (34) storm drain structures, cleaning of structure walls; disposal at County plant. Inspect structures while drained from water, provide a cleaning report.

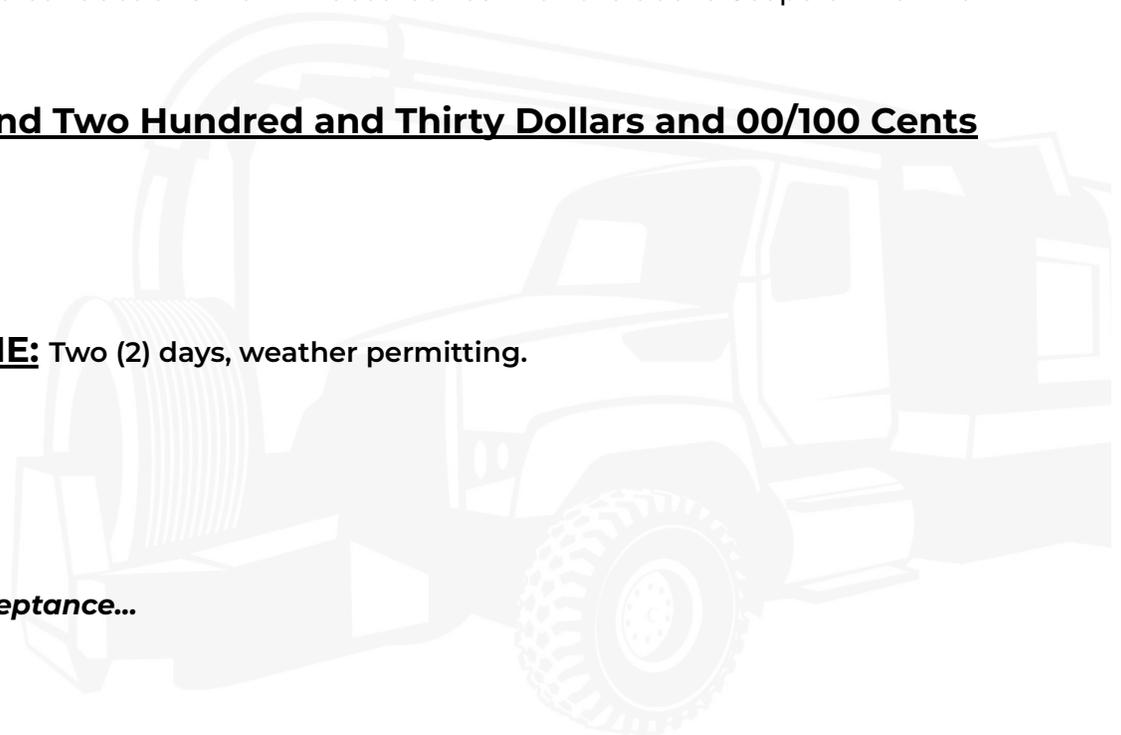
COST: We propose to conduct this work in accordance with the above Scope of Work for the sum of \$3,230.00.

Three Thousand Two Hundred and Thirty Dollars and 00/100 Cents

TERMS: Net 30

COMPLETION TIME: Two (2) days, weather permitting.

See next page for acceptance...



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





PUMP OUTS UNLIMITED

February 21, 2022

Kendall Breeze Community

Attn: Ronald Galvis

RE: Storm Drain Cleaning

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

Proposal for scope of work:

- Cleaning and jetting service of thirty-four (34) storm drains using VAC-CON truck.
- Mobilization.
- Disposal of all sediments at approved site.

NOTES:

- Service shall be performed - weather permitting (Dry days only)
- There can be no standing water on site.
- Open access for truck to pull up and service the drain must be present.
- Service shall be performed on **weekday only**.
- Proposal is only valid for 60 days.
- This price does not include cleaning of soakage pits.
- All storm drains on property should be cleaned out at the same time.

Service cost shall be \$6,600.00

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



PUMP OUTS UNLIMITED

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: _____

SIGNATURE: _____

PRINT: _____

PRINT: _____

DATE: _____

DATE: _____

Kendall Breeze
Community Development District

**Financial Report For
February 2022**

Kendall Breeze Community Development District
Budget vs. Actual
October 2021 through February 2022

	<u>Oct 21 - Feb 22</u>	<u>21/22 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
363.100 · Admin Assessment Income	29,386.76	31,232.00	-1,845.24	94.09%
363.101 · Maint Assessment Income	110,008.15	116,915.00	-6,906.85	94.09%
363.810 · Debt Assessments	406,312.65	431,824.00	-25,511.35	94.09%
363.820 · Debt Assessments-Pd To Trustee	-386,391.50	-405,915.00	19,523.50	95.19%
363.830 · Assessment Fees	-5,256.87	-11,599.00	6,342.13	45.32%
363.831 · Assessment Discounts	-21,499.09	-23,199.00	1,699.91	92.67%
369.399 · Carryover From Prior Year	0.00	40,410.00	-40,410.00	0.0%
369.401 · Interest Income	27.08	840.00	-812.92	3.22%
Total Income	<u>132,587.18</u>	<u>180,508.00</u>	<u>-47,920.82</u>	<u>73.45%</u>
Gross Profit	132,587.18	180,508.00	-47,920.82	73.45%
Expense				
511. · Professional Fees				
511.310 · Engineering	626.25	5,500.00	-4,873.75	11.39%
511.315 · Legal Fees	2,987.50	8,000.00	-5,012.50	37.34%
511.320 · Audit Fees	0.00	3,600.00	-3,600.00	0.0%
Total 511. · Professional Fees	<u>3,613.75</u>	<u>17,100.00</u>	<u>-13,486.25</u>	<u>21.13%</u>
511.122 · Payroll tax expense	61.20	480.00	-418.80	12.75%
511.131 · Supervisor Fees	800.00	6,000.00	-5,200.00	13.33%
511.305 · Maintenance/Contingency	0.00	9,000.00	-9,000.00	0.0%
511.306 · Roadway Imp/Reserve	0.00	60,000.00	-60,000.00	0.0%
511.307 · Drainage Improvements/Reserve	1,320.00	30,000.00	-28,680.00	4.4%
511.308 · Traffic Enforcement - Off-Duty Police	0.00	5,400.00	-5,400.00	0.0%
511.311 · Management Fees	13,220.00	31,728.00	-18,508.00	41.67%
511.312 · Secretarial Fees	1,750.00	4,200.00	-2,450.00	41.67%
511.318 · Assessment/Tax Roll	0.00	6,000.00	-6,000.00	0.0%
511.450 · Insurance	5,843.00	6,000.00	-157.00	97.38%
511.480 · Legal Advertisements	105.77	550.00	-444.23	19.23%
511.512 · Miscellaneous	294.73	975.00	-680.27	30.23%
511.513 · Postage and Delivery	30.13	275.00	-244.87	10.96%
511.514 · Office Supplies	106.75	625.00	-518.25	17.08%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.750 · Website Management	833.30	2,000.00	-1,166.70	41.67%
Total Expense	<u>28,153.63</u>	<u>180,508.00</u>	<u>-152,354.37</u>	<u>15.6%</u>
Net Income	<u><u>104,433.55</u></u>	<u><u>0.00</u></u>	<u><u>104,433.55</u></u>	<u><u>100.0%</u></u>

**KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
FEBRUARY 2022**

	Annual Budget 10/1/21 - 9/30/22	Actual Feb-22	Year To Date Actual 10/1/21 - 2/28/22
REVENUES			
Administrative Assessments	31,232	465	29,387
Maintenance Assessments	116,915	1,742	110,008
Debt Assessments	431,824	6,435	406,313
Other Revenues	0	0	0
Interest Income	840	0	27
Total Revenues	\$ 580,811	\$ 8,642	\$ 545,735
EXPENDITURES			
Maintenance Expenditures			
Maintenance/Contingency	9,000	0	0
Roadway Improvements/Reserve	60,000	0	0
Drainage Improvements/Reserve	30,000	0	1,320
Traffic Enforcement - Off-Duty Police	5,400	0	0
Engineering/Inspections	5,500	476	626
Total Maintenance Expenditures	\$ 109,900	\$ 476	\$ 1,946
Administrative Expenditures			
Supervisor Fees	6,000	0	800
Payroll Taxes (Employer)	480	0	61
Management	31,728	2,644	13,220
Secretarial	4,200	350	1,750
Legal	8,000	0	2,988
Assessment Roll	6,000	0	0
Audit Fees	3,600	0	0
Insurance	6,000	0	5,843
Legal Advertisements	550	0	106
Miscellaneous	975	10	295
Postage	275	3	30
Office Supplies	625	15	107
Dues & Subscriptions	175	0	175
Website Management	2,000	167	833
Total Administrative Expenditures	\$ 70,608	\$ 3,189	\$ 26,208
Total Expenditures	\$ 180,508	\$ 3,665	\$ 28,154
Revenues Less Expenditures	\$ 400,303	\$ 4,977	\$ 517,581
Bond Payments	(405,915)	(6,238)	(386,392)
Balance	\$ (5,612)	\$ (1,261)	\$ 131,189
County Appraiser & Tax Collector Fee	(11,599)	(85)	(5,257)
Discounts For Early Payments	(23,199)	(180)	(21,499)
Excess/ (Shortfall)	\$ (40,410)	\$ (1,526)	\$ 104,433
Carryover from Prior Year	40,410	0	0
Net Excess/ (Shortfall)	\$ -	\$ (1,526)	\$ 104,433

Bank Balance As Of 2/28/22	\$ 701,181.34
Accounts Payable As Of 2/28/22	\$ 10,302.57
Accounts Receivable As Of 2/28/22	\$ -
Reserve For Roadway Improvements As Of 2/28/22	\$ 319,000.00
Reserve For Drainage Improvements As Of 2/28/22	\$ 75,000.00
Available Funds As Of 2/28/22	\$ 296,878.77

Kendall Breeze Community Development District
Check Register
October 2021 to February 2022

#	Date	Vendor	Amount
10-1	10/04/2021	Billing, Cochran, Lyles, Mauro & Ramsey	400.00
10-2	10/04/2021	Special District Services	9,162.90
10-3	10/04/2021	Ameri-Clean Pumping, Inc.	12,760.00
10-4	10/04/2021	Egis Insurance	5,843.00
10-5	10/04/2021	Gencon Partners	8,208.20
11-1	11/03/2021	ALM Media	105.77
11-2	11/03/2021	Billing, Cochran, Lyles, Mauro & Ramsey	400.00
11-3	11/03/2021	Alvarez Engineers	1,070.00
11-4	11/03/2021	Special District Services	3,230.63
11-5	11/03/2021	Department Of Economic Opportunity	175.00
12-1	12/08/2021	Billing, Cochran, Lyles, Mauro & Ramsey	1,787.50
12-2	12/08/2021	Special District Services	3,261.80
12-3	12/08/2021	Ameri-Clean Pumping, Inc.	1,320.00
1-1	01/04/2022	Alvarez Engineers	150.00
1-2	01/04/2022	Special District Services	3,180.85
1-3	01/04/2022	Kendall Breeze CDD (Assessment Account)	39,733.45
2-1	02/02/2022	Kendall Breeze CDD (Assessment Account)	340,420.20
2-2	02/02/2022	Billing, Cochran, Lyles, Mauro & Ramsey	800.00
2-3	02/02/2022	Special District Services	3,187.31
TOTAL			435,196.61

**KENDALL BREEZE CDD
TAX COLLECTIONS
2021-2022**

#	ID#	PAYMENT FROM	DATE	FOR	Tax Collect Receipts	Interest Received	Commissions Paid	Discount	Net From Tax Collector	Admin Assessment Income (Before Discounts & Fees)	Maint Assessment Income (Before Discounts & Fees)	Debt Assessment Income (Before Discounts & Fees)	Admin Assessment Income (After Discounts & Fees)	Maint Assessment Income (After Discounts & Fees)	Debt Assessment Income (After Discounts & Fees)	Debt Assessment Paid to Trustee
									\$ 579,971	\$ 31,232	\$ 116,915	\$ 431,824	\$ 31,232	\$ 116,915	\$ 431,824	
									\$ 545,173	\$ 29,358	\$ 109,900	\$ 405,915	\$ 29,358	\$ 109,900	\$ 405,915	\$ 405,915
1	1	Miami-Dade Tax Collector	11/26/21	NAV Taxes	\$ 56,183.51		\$ (553.98)	\$ (2,264.66)	\$ 53,364.87	\$ 3,025.51	\$ 11,325.95	\$ 41,832.05	\$ 2,873.72	\$ 10,757.70	\$ 39,733.45	\$ 39,733.45
2	2	Miami-Dade Tax Collector	12/03/21	NAV Taxes	\$ 320,787.22		\$ (3,079.56)	\$ (12,831.27)	\$ 304,876.39	\$ 17,274.72	\$ 64,666.85	\$ 238,845.65	\$ 16,417.84	\$ 61,459.45	\$ 226,999.10	\$ 226,999.10
3	3	Miami-Dade Tax Collector	12/08/21	NAV Taxes	\$ 100,024.57		\$ (960.23)	\$ (4,000.86)	\$ 95,063.48	\$ 5,386.42	\$ 20,163.75	\$ 74,474.40	\$ 5,119.18	\$ 19,163.70	\$ 70,780.60	\$ 70,780.60
4	4	Miami-Dade Tax Collector	12/20/21	NAV Taxes	\$ 43,915.18		\$ (421.72)	\$ (1,743.02)	\$ 41,750.44	\$ 2,364.83	\$ 8,852.80	\$ 32,697.55	\$ 2,248.14	\$ 8,416.45	\$ 31,085.85	\$ 31,085.85
5	5	Miami-Dade Tax Collector	01/11/22	NAV Taxes	\$ 16,155.03		\$ (156.76)	\$ (479.67)	\$ 15,518.60	\$ 869.93	\$ 3,256.65	\$ 12,028.45	\$ 835.60	\$ 3,128.35	\$ 11,554.65	\$ 11,554.65
6	6	Miami-Dade Tax Collector	02/07/22	NAV Taxes	\$ 8,642.05		\$ (84.62)	\$ (179.61)	\$ 8,377.82	\$ 465.35	\$ 1,742.15	\$ 6,434.55	\$ 451.07	\$ 1,688.90	\$ 6,237.85	\$ 6,237.85
7									\$ -							\$ -
8									\$ -							\$ -
9									\$ -							\$ -
10									\$ -							\$ -
11									\$ -							\$ -
12									\$ -							\$ -
13									\$ -							\$ -
14									\$ -							\$ -
15									\$ -							\$ -
16									\$ -							\$ -
					\$ 545,707.56	\$ -	\$ (5,256.87)	\$ (21,499.09)	\$ 518,951.60	\$ 29,386.76	\$ 110,008.15	\$ 406,312.65	\$ 27,945.55	\$ 104,614.55	\$ 386,391.50	\$ 386,391.50

Total KB Roll = 579,974.44

Note: \$579,971, \$31,232, \$116,915 and \$431,824 are 2021/2022 Budgeted assessments before discounts and fees.
Note: \$545,173, \$29,358, \$109,900 and \$405,915 are 2021/2022 Budgeted assessments after discounts and fees.

\$ 545,707.56	
\$ -	\$ 518,951.60
\$ (29,386.76)	\$ (27,945.55)
\$ (110,008.15)	\$ (104,614.55)
\$ (406,312.65)	\$ (386,391.50)
\$ -	\$ -