



**KENDALL BREEZE
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
OCTOBER 27, 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
October 27, 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. July 7, 2022 Special Meeting and Closed Door Shade Session.....Page 2
- G.** New Business
 - 1. Ratify and Approve Stormwater Drain Cleaning and CCTV Services Agreement.....Page 5
 - 2. Ratify and Approve CO#1 & #2 for Stormwater Drain Cleaning and CCTV Services Project..Page 19
 - 3. Consider Approval of Resolution No. 2022-04 – Authorizing and Adopting an Amended
Final Fiscal Year 2021/2022 Budget.....Page 22
 - 4. Consider Approval of Auditor Renewal.....Page 27
- H.** Old Business
 - 1. Update Regarding Miami-Dade County Request for Signage to Deter Traffic from Cutting
Through District Roads
- I.** Administrative Matters
 - 1. Financial Update.....Page 28
 - 2. Accept and Receive 20-Year Stormwater Needs Analysis as required by FS Section 403.9302..Page 33
 - 3. Accept and Receive 2022 Kendall Breeze Engineering ReportPage 36
- J.** Board Member/Staff Comments and Requests
- K.** Adjourn

Miscellaneous Notices



Published in Miami Daily Business Review on October 17, 2022

Location

Miami-Dade County,

Notice Text

KENDALL BREEZE COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023 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 27, 2022

January 26, 2023

March 23, 2023

May 25, 2023

August 24, 2023

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 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

10/17 22-48/0000625765M

**KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING & CLOSED DOOR SHADE SESSION
JULY 7, 2022**

A. CALL TO ORDER

Mrs. Perez called the July 7, 2022, Special Board Meeting of the Kendall Breeze Community Development District (the “District”) to order at 6:03 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 Special Meeting and Closed Door Shade Session had been published in the *Miami Daily Business Review* on June 27, 2022, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of Vice Chairperson Octavio Perez and Supervisors Lourdes Ors 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 Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, PA.

Also present were April J. Rembis, Associate with Roper, P.A. was in attendance via phone, and Michelle Browne, a Court Reporter.

D. ADDITIONS OR DELETIONS TO THE AGENDA.

There were no additions or deletions to the agenda.

E. Conduct an Executive Shade Session meeting in private pursuant to Section 286.011(8), Florida Statutes, to discuss pending litigation in: **NORVY MARGARITA CHACIN v. KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT, et al., which is litigation pending before the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 2021-003557 CA-09.**

Ms. Wald made the following Opening Announcement in Public Meeting:

The Board of Supervisors hereby commences a pending litigation attorney- client session to discuss the pending litigation, **NOVY MARGARITA CHACIN. v. KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT, et al.**, Case No. 2021-003557-CA-09, 11th Judicial Circuit, Miami-Dade County, Florida, to which Kendall Breeze Community Development District is presently a party, and which is now pending before the 11th Judicial Circuit Court in Miami-Dade County, Florida. The meeting will continue in private session in Kendall Breeze Clubhouse No. 1, 12300 SW 125th Court, Miami, Florida to discuss settlement negotiation or strategy sessions related to litigation expenditures, pursuant to Section 286.011, subsection 8, Florida Statutes. It is estimated that the attorney client session will last 30 minutes. The persons attending the attorney-client session of the Board of Supervisors are: Gloria Perez, District Manager, Ginger Wald, District Counsel, April Rembis, District special counsel, Octavio Perez, Vice Chairperson, Lourdes Ors, assistant secretary, and Miguel Sanfiel, assistant secretary. The entire session will be recorded by certified court reporter Michelle Browne, who will also be present.

The Board of Supervisors will resume the public meeting at this location following the pending litigation attorney-client session.

Ms. Wald made the following Termination Announcement in Public Meeting

I hereby announce that the private pending litigation attorney-client session regarding **NOVY MARGARITA CHACIN. v. KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT, et al.**, Case No. 2021-003557-CA-09, to which Kendall Breeze Community Development District is presently a party, and which is now pending before the 11th Judicial Circuit Court in Miami-Dade County, Florida is terminated.

F. APPROVAL OF MINUTES

1. May 26, 2022, Public Hearing & Regular Board Meeting

The minutes of the May 26, 2022, 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 Perez, seconded by Supervisor Ors and unanimously passed approving the minutes of the May 26, 2022, Public Hearing & Regular Board Meeting, as presented.

G. ADMINISTRATIVE MATTERS

1. Financial Update

Mrs. Perez presented the financial statement and indicated that finances were stable and would cover anticipated budgeted expenditures. Available funds as of June 30, 2022, were \$271,126.58.

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

H. ADDITIONAL BOARD MEMBER/STAFF COMMENTS

There were no additional Board Member or Staff comments.

I. ADJOURNMENT

There being no further business to come before the Board, a **MOTION** was made by Supervisor Ors, seconded by Supervisor Perez adjourning the Special Board Meeting at 6:15 p.m. The **MOTION** carried unanimously.

ATTESTED BY:

Secretary/Assistant Secretary

Chairman/Vice-Chair

carried unanimously.

ATTESTED BY:

Secretary/Assistant Secretary

Chairman/Vice-Chair

**SMALL PROJECT AGREEMENT
(Stormwater drain cleaning and CCTV services)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between:

KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in unincorporated Miami-Dade County, Florida, and with offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”),and

RAPTOR VAC-SYSTEMS INC, a Florida corporation, having as its principal business address, 4122 NE 22 Court, Homestead, Florida 33033 (the “Contractor”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District desires to hire a service provider to clean certain District drainage structures and provide related services (the “Project”), all as more particularly detailed in Contractor’s Proposal attached hereto and incorporated herein as Exhibit A (the “Proposal”); and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform and complete the Project.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DUTIES.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the exhibit attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to

complete said Project in accordance herewith and with the conditions and prices as stated herein and in Exhibit A.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work associated with the Project in a substantial and workmanlike manner.

F. Contractor shall perform all the work and labor pursuant to this Agreement.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the Project.

H. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

SECTION 3. COMPENSATION. Upon Contractor's completion of the work described in Exhibit A, District agrees to compensate the Contractor for work performed and based on the pricing described in Exhibit A, an amount not to exceed **FOUR THOUSAND THREE HUNDRED AND FORTY AND 00/100 (\$4,340.00) DOLLARS**.

Payment of the Final Payment will be made within thirty (30) days of completion of the Project and after the Project has passed final inspection by the District Engineer. Invoices detailing work performed shall be generated from the Contractor and delivered to the District Manager so that payment can be made. This provision supersedes any payment schedule or plan set forth in Exhibit A.

SECTION 4. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 5. TERM. This Agreement shall commence upon signature and shall continue until the scope of work described herein is completed. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the

general public utilizing the District's facilities. The Project shall commence upon the receipt of a Notice to Proceed issued by the District Manager to the Contractor. No later than ten (10) days after the issuance of the Notice to Proceed, the Contractor shall provide the District Manager with the anticipated start date of the Project and coordination with the District Engineer. The Contractor shall complete the Project within ten (15) days, weather permitting.

SECTION 6. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District and the City, their agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the Contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

C. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

SECTION 7. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 9. CANCELLATION. The District shall also have the right to cancel this Agreement (1) for convenience at anytime and without any liability therefor prior Contractor's initiating work at the jobsite for this Project (2) for convenience at anytime upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

SECTION 10. WARRANTY. The Contractor warrants its work against defects in materials or workmanship for a period of one (1) year from final acceptance by District. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District.

SECTION 11. INSURANCE. The Contractor shall maintain the following insurance coverages during the execution and performance of this Project:

- Comprehensive General Liability covering all operations, including legal liability and completed operations/products liability, with minimum limits of \$1,000,000 combined single limit occurrence;
- Comprehensive Automobile Liability Insurance covering owned, non-owned, or rented automotive equipment to be used in performance of the Work with minimum limits of \$500,000; and
- Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida.

The District shall be named as the Insurance Certificate Holder and shall be an additional named insured on all policies of liability insurance.

SECTION 12. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

SECTION 13. REMEDY FOR DELAY.

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the City's or County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

SECTION 14. NOTICES.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT: **Kendall Breeze Community Development District**
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis Lyles, Esq.

CONTRACTOR: **Raptor Vac-Systems Inc.**
4122 NE 22 Court
Homestead, Florida 33033
Attention: Julian Romero

SECTION 15. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 17. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 18. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 19. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 20. CONFLICTS. In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of Exhibit A, then this main Agreement instrument shall control.

SECTION 21. ACCEPTANCE OF PROPOSAL. District's acceptance of the Contractor's Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the services described in the Agreement

SECTION 22. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Miami-Dade County, Florida.

SECTION 23. PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records

stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FL 33410
TELEPHONE: 786-347-2711
EMAIL: FWARE@SDSINC.ORG**

SECTION 24. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District

shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

**KEYS COVE COMMUNITY
DEVELOPMENT DISTRICT**

Gloria Perez, District Manager
and Secretary

___ day of August, 2022

WITNESSES:

CONTRACTOR:

**RAPTOR VAC-SYSTEMS INC, a
Florida corporation**

[PRINT NAME OF WITNESS]

By: _____
Title: _____

[PRINT NAME OF WITNESS]

___ day of _____, 2022

EXHIBIT A
PROPOSAL



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 CDD % 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
CONTACT: District Manager	DATE: 8/3/2022

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, support truck, cctv equipment to clean and inspect drainage improvements as detailed below. Contractor to provide report for each pipeline.

12227 SW 121 Terrace

1. 1 Basin \$110
2. 2 lines at 25' each \$300
3. 2 baffles \$150
4. Baffle fasteners \$100

\$560.00

12151 SW 122 Path

1. 2 basins \$220
2. 3 lines at 25' \$450
3. 3 baffles \$200
4. 1 solid pipe \$150
5. Baffle fasteners \$150

\$1,020.00

12452 SW 122 Street

1. 2 basins \$220
2. 2 lines at 30' each \$300
3. 2 baffles \$150
4. 1 solid pipe at 40' \$150
5. Baffle fasteners \$100

\$820.00

Total Vac Truck \$2,400.00 (sum of all numbers above)

CCTV Inspection Work \$1,590.00

COST: We propose to conduct this work in accordance with the above Scope of Work for the sum of \$4,340.00

Four Thousand Three Hundred and Forty Dollars and 00/100 Cents

TERMS: Net 30

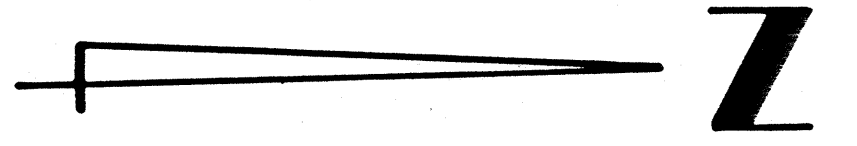
ACCEPTANCE: Client hereby accepts and agrees to the terms, Scope of Work, and all other conditions and specifications hereinabove. Raptor Vac Systems is authorized to perform the work. Payment shall be made in accordance with the provisions contained hereinabove.

Accepted by:

Authorized Representative's Signature

Date of Acceptance

DEVON-AIRE EST. SEC. 8



SCALE
1" = 40'

S.W.

120TH

STREET

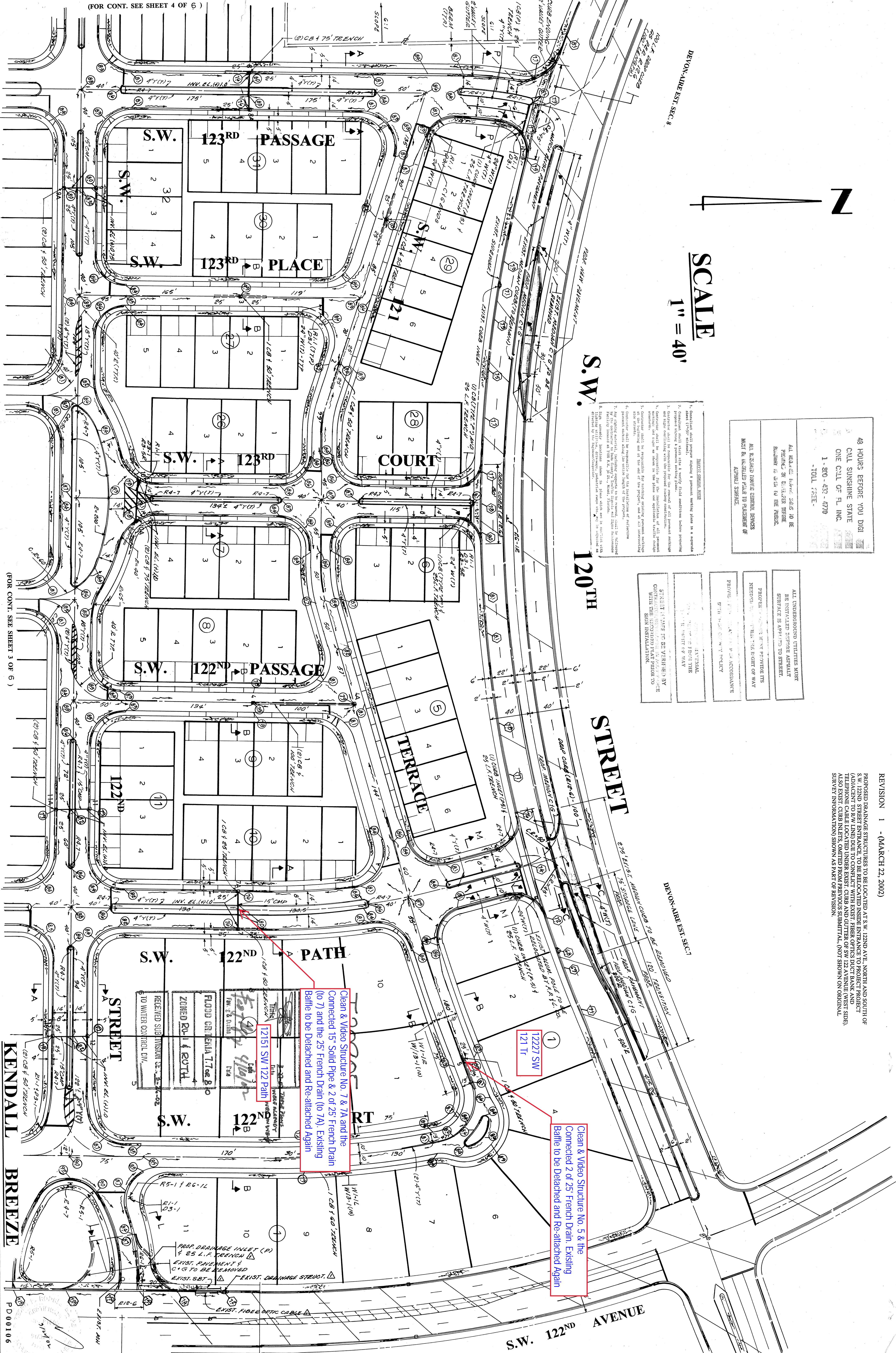
DEVON-AIRE EST. SEC. 7

REVISION 1 - (MARCH 22, 2002)
PROPOSED DRAINAGE STRUCTURES TO BE LOCATED AT S.W. 122ND AVE. NORTH AND SOUTH OF S.W. 122ND STREET ENTRANCE TO BE RELOCATED INSIDE ENTRANCE TO PROJECT...
SURVEY INFORMATION SHOWN AS PART OF REVISION.

48 HOURS BEFORE YOU DIG!
CALL SUNSHINE STATE
ONE CALL OF FL. INC.
1-800-432-4770
-TOLL FREE-
ALL RELATED HAZARD SIGNS TO BE
POSTED BY DIGGERS BEFORE
BEGINNING OF WORK TO THE PUBLIC.
ALL RELATED POWER, CABLE, SERVICES
MUST BE MARKED PRIOR TO BEGINNING OF
ANY WORK.

ALL UNDERGROUND UTILITIES MUST
BE INSTALLED BEFORE ASPHALT
SURFACE IS APPLIED TO STREET.
PROPER CONSTRUCTION MUST PROVIDE ITS
NEEDS TO MAINTAIN THE RIGHT OF WAY
PROJECT...
STREET LIGHTS TO BE VERIFIED BY
CONTRACTOR...
WITH THE NEIGHBORHOOD PLANNING TO
SIGN INSTALLATION.

- 1. Consultant shall prepare...
2. Consultant shall verify...
3. Consultant shall be responsible...
4. Consultant shall be responsible...
5. Consultant shall be responsible...
6. Consultant shall be responsible...
7. For all other...
8. Site...
9. For all other...
10. For all other...



Clean & Video Structure No. 7 & 7A and the
Connected 15" Solid Pipe & 2 of 25" French Drain
(to 7) and the 25" French Drain (to 7A). Existing
Baffle to be Detached and Re-attached Again

12227 SW
121 Tr

Clean & Video Structure No. 5 & the
Connected 2 of 25" French Drain. Existing
Baffle to be Detached and Re-attached Again

420000 P40 Revision



CHANGE ORDER No. 1

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 CDD % 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
CONTACT: District Manager	DATE: October 11, 2022

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, support truck, cctv equipment to clean and inspect drainage improvements as detailed below. Contractor to provide report for each pipeline.

Structure 74

- 1. 1 Basin \$110
 - 2. 1 line at 25' \$150
 - 3. 1 baffle \$75
- \$335

Structure 81

- 1. 1 Basin \$110
 - 2. 2 lines at 30' \$320
 - 3. 2 baffles \$150
- \$580

Structure 54

- 1. 1 Basin \$110
 - 2. 2 lines at 30' \$320
 - 3. 2 baffles \$150
- \$580

CCTV Inspection Work \$950.00

Note: an additional charge of \$400 will be incurred for each pipe line requiring root removal.


COST: We propose to conduct this work in accordance with the above Scope of Work for the sum of \$2,445.00.

Two Thousand Four Hundred Dollars and 00/100 Cents

TERMS: Net 30

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

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

10/18/2022
Date of Acceptance



CHANGE ORDER NO. 2

Tel 786-694-0709

E-mail: operations@raptorvac.com

www.raptorvac.com

STORM DRAIN MAINTENANCE

PROPOSAL SUBMITTED TO: Kendall Breeze CDD % SDS, Inc.	PROJECT NAME: Kendall Breeze
BUSINESS ADDRESS: 2501A Burns Road, Palm Beach Gardens, FL	PROJECT LOCATION: 12300 SW 125th Ct, Miami, FL 33186
CONTACT: District Manager	DATE: October 11, 2022

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 to clean heavy root intrusion at four (4) pipe lines.
 Structure 5 - West trench
 Structure 7 - North and South trench
 Structure 7A - South Trench (only trench)

COST: We propose to conduct this work in accordance with the above Scope of Work for the sum of \$1,200.00.

One Thousand Two 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

10/18/2020

 Date of Acceptance

RESOLUTION NO. 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KENDALL BREEZE 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.

WHEREAS, the Board of Supervisors of the Kendall Breeze Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

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

Section 1. The Amended Budget for Fiscal Year 2021/2022 attached hereto as Exhibit “A” is hereby approved and adopted.

Section 2. The Secretary/Assistant 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 27th day of October, 2022.

ATTEST:

**KENDALL BREEZE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Kendall Breeze
Community Development District

**Amended Final Budget For
Fiscal Year 2021/2022
October 1, 2021 - September 30, 2022**

CONTENTS

- I AMENDED FINAL OPERATING FUND BUDGET
- II AMENDED FINAL DEBT SERVICE FUND BUDGET

AMENDED FINAL BUDGET
KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2021/2022 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
REVENUES			
Administrative Assessments	31,232	31,970	31,970
Maintenance Assessments	116,915	116,916	116,916
Debt Assessments	431,824	431,826	431,826
Other Revenues	0	0	0
Interest Income	840	68	67
Total Revenues	\$ 580,811	\$ 580,780	\$ 580,779
ADMINISTRATIVE EXPENDITURES			
Supervisor Fees	6,000	2,400	2,400
Payroll Taxes - Employer	480	183	183
Management	31,728	31,728	31,728
Secretarial	4,200	4,200	4,200
Legal	8,000	9,600	8,603
Assessment Roll	6,000	6,000	6,000
Audit Fees	3,600	3,600	3,600
Insurance	6,000	5,843	5,843
Legal Advertisements	550	700	518
Miscellaneous	975	700	559
Postage	275	240	231
Office Supplies	625	425	389
Dues & Subscriptions	175	175	175
Website Management	2,000	2,000	2,000
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 70,608	\$ 67,794	\$ 66,429
MAINTENANCE EXPENDITURES			
Maintenance/Contingency	9,000	4,500	0
Roadway Improvements/Reserve	60,000	60,000	0
Drainage Improvements/Reserve	30,000	30,000	5,060
Traffic Enforcement - Off-Duty Police	5,400	2,700	0
Engineering/Inspections	5,500	10,000	8,834
TOTAL MAINTENANCE EXPENDITURES	\$ 109,900	\$ 107,200	\$ 13,894
TOTAL EXPENDITURES	\$ 180,508	\$ 174,994	\$ 80,323
REVENUES LESS EXPENDITURES	\$ 400,303	\$ 405,786	\$ 500,456
Bond Payments	(405,915)	(411,605)	(411,605)
Balance	\$ (5,612)	\$ (5,819)	\$ 88,851
County Appraiser & Tax Collector Fee	(11,599)	(5,606)	(5,606)
Discounts For Early Payments	(23,199)	(21,561)	(21,561)
Excess/ (Shortfall)	\$ (40,410)	\$ (32,986)	\$ 61,684
Carryover From Prior Year	40,410	40,410	0
Net Excess/ (Shortfall)	\$ -	\$ 7,424	\$ 61,684

FUND BALANCE AS OF 9/30/21	
FY 2021/2022 ACTIVITY	
RESERVE FUNDS BALANCE AS OF 9/30/22	
FUND BALANCE AS OF 9/30/22	

\$584,988
(\$32,986)
\$394,000
\$158,002

Note: Carryover From Prior Year Of \$40,410 was used to reduce Fiscal Year 2021/2022 Assessments.
\$73,270 Of Fund Balance To Be Used To Reduce 2022/2023 Assessments.
Unspent Roadways & Drainage Maintenance To Be Added To Reserve.

AMENDED FINAL BUDGET
KENDALL BREEZE COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2021/2022 BUDGET	AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL
REVENUES	10/1/21 - 9/30/22	10/1/21 - 9/30/22	10/1/21 - 9/29/22
Interest Income	1,000	0	0
NAV Tax Collection	405,915	411,605	411,605
Total Revenues	\$ 406,915	\$ 411,605	\$ 411,605
EXPENDITURES			
Principal Payments	239,970	229,637	229,637
Interest Payments	166,945	172,155	172,155
Total Expenditures	\$ 406,915	\$ 401,792	\$ 401,792
EXCESS/ (SHORTFALL)	\$ -	\$ 9,813	\$ 9,813

FUND BALANCE AS OF 9/30/21	\$816,330
FY 2021/2022 ACTIVITY	\$9,813
FUND BALANCE AS OF 9/30/22	\$826,143

Note*: Reserve Fund Balance = \$429,712. Revenue Fund Balance = \$396,431.
Revenue Fund Balance To Be Used To Make 11/1/2022 Principal & Interest Payment Of \$324,129
(Principal: \$239,970 + Interest: \$84,159 = \$324,129).

* Approximate Amounts

Series 2007 Refunding Bonds Information

Original Par Amount =	\$6,161,095	Annual Principal Payments Due:
Interest Rate =	4.50%	November 1st
Issue Date =	March 2007	Annual Principal Payments Due:
Maturity Date =	November 2033	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$3,709,900	

October 27, 2022

RE: Kendall Breeze Community Development District Auditor Renewal

At the October 24, 2019 Kendall Breeze Community Development District Board Of Supervisors meeting, the firm of Grau & Associates was selected to perform the 9-30-2019, 9-30-2020 and 9-30-2021 year end audits of the District with an option to perform the 9-30-2022 and 9-30-23 audits.

The fees for the 9-30-2019 audit were \$3,400. The fees for the 9-30-2020 audit were \$3,500. And the fees for the 9-30-2021 audit were \$3,600. The proposed fees for the 9-30-2022 audit is \$3,700, which is the budgeted amount for audit fees for Fiscal Year 2022/2023. The proposed fee for the 9-30-2023 audit is \$3,800.

Management is pleased with the professionalism and the competence of the Grau & Associates partners and staff; therefore, management recommends that the Board approve the renewal option for the Fiscal Year Ending 9-30-2022 and 9-30-2023 audits for Grau & Associates.

Special District Services, Inc.

Kendall Breeze
Community Development District

**Financial Report For
September 2022**

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

	<u>Oct 21 - Sept 22</u>	<u>21/22 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
363.100 · Admin Assessment Income	31,970.39	31,232.00	738.39	102.36%
363.101 · Maint Assessment Income	116,916.00	116,915.00	1.00	100.0%
363.810 · Debt Assessments	431,826.40	431,824.00	2.40	100.0%
363.820 · Debt Assessments-Pd To Trustee	-411,605.05	-405,915.00	-5,690.05	101.4%
363.830 · Assessment Fees	-5,606.00	-11,599.00	5,993.00	48.33%
363.831 · Assessment Discounts	-21,560.60	-23,199.00	1,638.40	92.94%
369.399 · Carryover From Prior Year	0.00	40,410.00	-40,410.00	0.0%
369.401 · Interest Income	67.00	840.00	-773.00	7.98%
Total Income	<u>142,008.14</u>	<u>180,508.00</u>	<u>-38,499.86</u>	<u>78.67%</u>
Gross Profit	142,008.14	180,508.00	-38,499.86	78.67%
Expense				
511. · Professional Fees				
511.310 · Engineering	8,833.75	5,500.00	3,333.75	160.61%
511.315 · Legal Fees	8,602.80	8,000.00	602.80	107.54%
511.320 · Audit Fees	3,600.00	3,600.00	0.00	100.0%
Total 511. · Professional Fees	<u>21,036.55</u>	<u>17,100.00</u>	<u>3,936.55</u>	<u>123.02%</u>
511.122 · Payroll tax expense	183.60	480.00	-296.40	38.25%
511.131 · Supervisor Fees	2,400.00	6,000.00	-3,600.00	40.0%
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	5,060.00	30,000.00	-24,940.00	16.87%
511.308 · Traffic Enforcement - Off-Duty Police	0.00	5,400.00	-5,400.00	0.0%
511.311 · Management Fees	31,728.00	31,728.00	0.00	100.0%
511.312 · Secretarial Fees	4,200.00	4,200.00	0.00	100.0%
511.318 · Assessment/Tax Roll	6,000.00	6,000.00	0.00	100.0%
511.450 · Insurance	5,843.00	6,000.00	-157.00	97.38%
511.480 · Legal Advertisements	517.73	550.00	-32.27	94.13%
511.512 · Miscellaneous	559.12	975.00	-415.88	57.35%
511.513 · Postage and Delivery	231.47	275.00	-43.53	84.17%
511.514 · Office Supplies	389.55	625.00	-235.45	62.33%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.750 · Website Management	1,999.92	2,000.00	-0.08	100.0%
Total Expense	<u>80,323.94</u>	<u>180,508.00</u>	<u>-100,184.06</u>	<u>44.5%</u>
Net Income	<u><u>61,684.20</u></u>	<u><u>0.00</u></u>	<u><u>61,684.20</u></u>	<u><u>100.0%</u></u>

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

	Annual Budget 10/1/21 - 9/30/22	Actual Sep-22	Year To Date Actual 10/1/21 - 9/30/22
REVENUES			
Administrative Assessments	31,232	87	31,970
Maintenance Assessments	116,915	137	116,916
Debt Assessments	431,824	504	431,826
Other Revenues	0	0	0
Interest Income	840	0	67
Total Revenues	\$ 580,811	\$ 728	\$ 580,779
EXPENDITURES			
Maintenance Expenditures			
Maintenance/Contingency	9,000	0	0
Roadway Improvements/Reserve	60,000	0	0
Drainage Improvements/Reserve	30,000	0	5,060
Traffic Enforcement - Off-Duty Police	5,400	0	0
Engineering/Inspections	5,500	0	8,834
Total Maintenance Expenditures	\$ 109,900	\$ -	\$ 13,894
Administrative Expenditures			
Supervisor Fees	6,000	0	2,400
Payroll Taxes (Employer)	480	0	183
Management	31,728	2,644	31,728
Secretarial	4,200	350	4,200
Legal	8,000	0	8,603
Assessment Roll	6,000	6,000	6,000
Audit Fees	3,600	0	3,600
Insurance	6,000	0	5,843
Legal Advertisements	550	0	518
Miscellaneous	975	17	559
Postage	275	4	231
Office Supplies	625	2	389
Dues & Subscriptions	175	0	175
Website Management	2,000	166	2,000
Total Administrative Expenditures	\$ 70,608	\$ 9,183	\$ 66,429
Total Expenditures	\$ 180,508	\$ 9,183	\$ 80,323
Revenues Less Expenditures	\$ 400,303	\$ (8,455)	\$ 500,456
Bond Payments	(405,915)	(499)	(411,605)
Balance	\$ (5,612)	\$ (8,954)	\$ 88,851
County Appraiser & Tax Collector Fee	(11,599)	(7)	(5,606)
Discounts For Early Payments	(23,199)	0	(21,561)
Excess/ (Shortfall)	\$ (40,410)	\$ (8,961)	\$ 61,684
Carryover from Prior Year	40,410	0	0
Net Excess/ (Shortfall)	\$ -	\$ (8,961)	\$ 61,684

Bank Balance As Of 9/30/22	\$ 664,613.45
Accounts Payable As Of 9/30/22	\$ 17,941.03
Accounts Receivable As Of 9/30/22	\$ -
Reserve For Roadway Improvements As Of 9/30/22	\$ 319,000.00
Reserve For Drainage Improvements As Of 9/30/22	\$ 75,000.00
Available Funds As Of 9/30/22	\$ 252,672.42

Kendall Breeze Community Development District
Check Register
July 2022 - September 2022

Check #	Date	Vendor	Amount
7-1	7/1/2022	ALM Media, LLC	77.43
7-2	7/5/2022	Alvarez Engineering, Inc.	250.00
7-3	7/5/2022	Billing, Cochran, Lyles, Mauro, & Ramsey	1,175.00
7-4	7/5/2022	Kendall Breeze CDD (Assessment Account)	6,337.90
7-5	7/5/2022	Special District Services, Inc.	3,331.54
8-1	8/1/2022	ALM Media, LLC	164.23
8-2	8/2/2022	Alvarez Engineering, Inc.	975.00
8-3	8/2/2022	Billing, Cochran, Lyles, Mauro, & Ramsey	987.00
8-4	8/2/2022	Kendall Breeze CDD (Assessment Account)	6,616.40
8-5	8/2/2022	Special District Services, Inc.	3,260.27
TOTAL			23,174.77

**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	Int - 1	Miami-Dade Tax Collector	02/28/22	Interest		\$ 19.53			\$ 19.53	\$ 19.53			\$ 19.53			\$ -
8	7	Miami-Dade Tax Collector	03/07/22	NAV Taxes	\$ 6,633.37		\$ (65.68)	\$ (66.36)	\$ 6,501.33	\$ 357.22	\$ 1,337.20	\$ 4,938.95	\$ 350.03	\$ 1,310.60	\$ 4,840.70	\$ 4,840.70
9	8	Miami-Dade Tax Collector	04/12/22	NAV Taxes	\$ 9,381.90		\$ (93.87)	\$ 4.85	\$ 9,292.88	\$ 505.20	\$ 1,891.30	\$ 6,985.40	\$ 500.33	\$ 1,873.35	\$ 6,919.20	\$ 6,919.20
10	Int - 2	Miami-Dade Tax Collector	04/27/22	Interest		\$ 2.98			\$ 2.98	\$ 2.98			\$ 2.98			\$ -
11	9	Miami-Dade Tax Collector	05/06/22	NAV Taxes/Interest	\$ 741.48	\$ 22.24	\$ (7.64)		\$ 756.08	\$ 62.12	\$ 149.50	\$ 552.10	\$ 61.48	\$ 148.00	\$ 546.60	\$ 546.60
12	10	Miami-Dade Tax Collector	06/07/22	NAV Taxes/Interest	\$ 7,856.61	\$ 230.18	\$ (80.86)		\$ 8,005.93	\$ 653.24	\$ 1,583.80	\$ 5,849.75	\$ 646.68	\$ 1,567.95	\$ 5,791.30	\$ 5,791.30
13	11	Miami-Dade Tax Collector	07/05/22	NAV Taxes/Interest (TC)	\$ 8,975.97	\$ 403.92	\$ (93.79)		\$ 9,286.10	\$ 887.24	\$ 1,809.45	\$ 6,683.20	\$ 878.35	\$ 1,791.35	\$ 6,616.40	\$ 6,616.40
14	Int - 3	Miami-Dade Tax Collector	08/09/22	Interest		\$ 8.68			\$ 8.68	\$ 8.68			\$ 8.68			\$ -
15	12	Miami-Dade Tax Collector	09/08/22	NAV Taxes/Interest	\$ 677.55	\$ 50.82	\$ (7.29)		\$ 721.08	\$ 87.42	\$ 136.60	\$ 504.35	\$ 86.48	\$ 135.25	\$ 499.35	\$ 499.35
16									\$ -							\$ -
					\$ 579,974.44	\$ 738.35	\$ (5,606.00)	\$ (21,560.60)	\$ 553,546.19	\$ 31,970.39	\$ 116,916.00	\$ 431,826.40	\$ 30,500.09	\$ 111,441.05	\$ 411,605.05	\$ 411,605.05

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.

\$ 579,974.44	
\$ 738.35	\$ 553,546.19
\$ (31,970.39)	\$ (30,500.09)
\$ (116,916.00)	\$ (111,441.05)
\$ (431,826.40)	\$ (411,605.05)
\$ -	\$ -

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document.

Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR’s website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction’s response unless the project’s expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (i.e., FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction’s budget. While necessary to comply with the statute, the concept of “future expenditures” should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

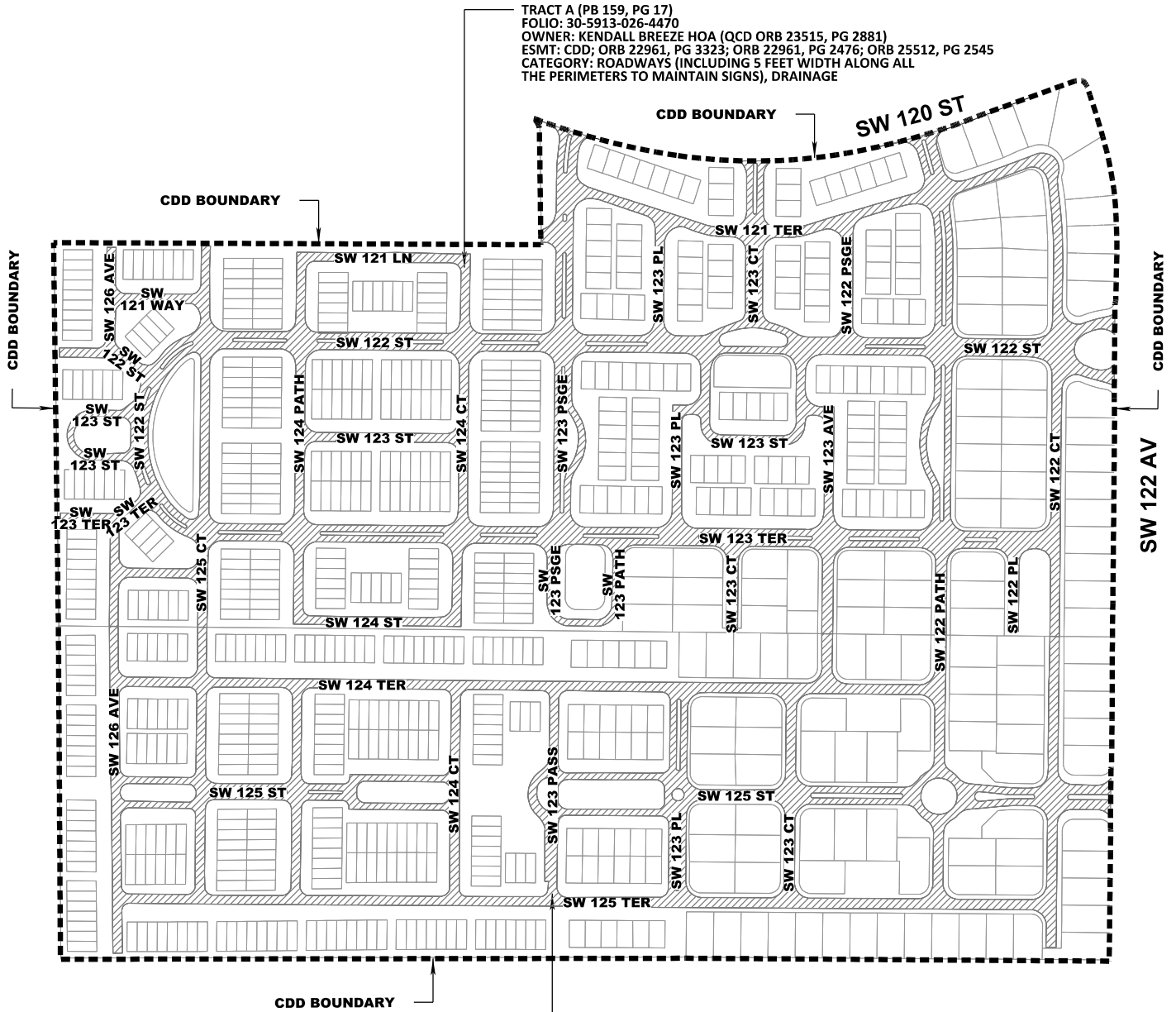
[Part 7](#)

[Part 8](#)

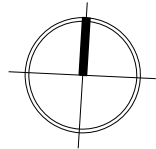
[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

TRACT A (PB 159, PG 17)
 FOLIO: 30-5913-026-4470
 OWNER: KENDALL BREEZE HOA (QCD ORB 23515, PG 2881)
 ESMT: CDD; ORB 22961, PG 3323; ORB 22961, PG 2476; ORB 25512, PG 2545
 CATEGORY: ROADWAYS (INCLUDING 5 FEET WIDTH ALONG ALL THE PERIMETERS TO MAINTAIN SIGNS), DRAINAGE

TRACT A (PB 160, PG 67)
 FOLIO: 30-5913-027-3330
 OWNER: KENDALL BREEZE HOA (QCD ORB 23515, PG 2880)
 ESMT: CDD; ORB 24105, PG 2015; ORB 24105, PG 2048; ORB 25512, PG 2547
 CATEGORY: ROADWAYS (INCLUDING 5 FEET WIDTH ALONG ALL THE PERIMETERS TO MAINTAIN SIGNS), DRAINAGE



LEGEND:
 ESMT: EASEMENT
 HOA: HOME OWNER'S ASSOCIATION
 ORB: OFFICIAL RECORD BOOK
 PB: PLAT BOOK
 PG: PAGE
 QCD: QUIT CLAIM DEED



ALVAREZ ENGINEERS, INC.
KENDALL BREEZE CDD
CDD EASEMENTS

June 9, 2022

Ms. Gloria Perez
District Manager
Kendall Breeze Community Development District
Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

Re: Year 2022 Kendall Breeze CDD Report

Dear Ms. Perez:

The intent of this report is fourfold: 1) To inform as to the status of ownership of the infrastructure that was financed or constructed by the District; 2) To describe the state, working order and condition of the infrastructure still owned by the District; 3) To give recommendations as to the funds estimated necessary for the proper maintenance, repair and operation of the District's infrastructure and; 4) To review the insurance carried by the District and amounts set aside for the purpose of paying their premiums.

The District is in Section 13, Township 55S, Range 39E, in Miami-Dade County. It is bounded by SW 122 Avenue on the east, theoretical SW 126 Court Avenue on the west, theoretical SW 126 Street on the south and SW 120 Street on the north. See Exhibit 1 for a graphical representation.

1. Infrastructure Ownership

1.1. Roads

All streets in the District are constructed within ingress and egress tracts that have been reserved by plat for such use and for the installation of public utilities. The plats recorded as "Kendall Breeze" at Plat Book 159, Page 17 on August 16, 2002, and "Kendall Breeze South" at Plat Book 160, Page 67 on September 22, 2003, state that such tracts are to be owned and maintained by a Homeowners Association. Public records indicate that the ingress and egress tracts are owned by the Kendall Breeze Homeowners Association, Inc. (the "HOA") under Folio Numbers 30-5913-026-4470 and 30-5913-027-3330. The Kendall Breeze Community Development District ("CDD" or "District") Engineer's Report of June 28, 2002, states that road improvements within the District are to be maintained by the District, which the CDD is doing through a management agreement with the HOA. For this purpose, Kendall Breeze Homeowners Association, Inc. and Century Homebuilders, LLC granted easements over the roads to the District. Such easements were recorded at ORB 22961, PG 3323 and ORB 22961, PG 2476 and correspond to the northern portion of the project (Folio Number 30-5913-026-4470). An easement for the southern portion of the project (Folio Number 30-5913-027-3330) by Century Homebuilders, LLC to the District was recorded on December 30, 2005, at ORB 24105, PG 2015 and at ORB 24105, PG 2048. These easements were augmented by a five-foot width along all the perimeters of the roads, for the maintenance to include signs.

The additional easements were recorded at ORB 25512, PG 2545 and at PG 2547, on April 6, 2007.

The offsite roadway improvements within SW 120 Street and SW 122 Avenue were dedicated to Miami-Dade County by plat recorded at PB 159, PG 17.

1.2. Stormwater Management System

The system for the project consists of inlets, manholes, storm pipes and exfiltration trenches that serve to drain the streets and adjacent land. The system is located under the roads described above and is maintained by the District.

1.3. Water and Sewer Systems

The water and sewer systems were conveyed to Miami-Dade County Water and Sewer Department (“WASD”) for ownership and maintenance on November 24, 2003, under Agreement ID Nos. 17607, 17791 and 18263.

2. State, Working Order and Condition of the Infrastructure Currently Owned by the District.

Alvarez Engineers, Inc. conducted a field inspection to determine the current state, working order and condition of the infrastructure owned by the District and reports the following:

2.1. Roads

The roads inside the District are in fair condition. The District and the Homeowners Association are considering a repair project to patch approximately sixty locations totaling about 1,700 Square Yards of pavement that has deteriorated over the approximately 20-year life of the roads.

2.2. Stormwater Management System

The drainage system within the community is in good working order and condition, except for a recurring drainage issue that has been reported on SW 122 Street near SW 123 Place. The cause of the issue is being investigated to produce a solution.

Because of the type and density of the trees in the community, it is recommended to clean the system every two years.

2.3. Water and Sewer Systems

Alvarez Engineers is not aware of complaints related to the water and sewer system and therefore believes the systems, which are owned and maintained by WASD, are in good working order and condition. WASD may be contacted at 305-274-9272 (for emergencies) or at 305-665-7477 (for customer service).

3. Estimated Maintenance Costs for District-Owned Infrastructure

The District currently has an agreement with the Homeowners Association for the HOA to maintain the District’s infrastructure and for the District to share with a portion of the costs.

3.1. *General*

The final CDD 2022-2023 Fiscal Year budget has the following amounts for maintenance expenditures:

2022-2023 Proposed Budget for Maintenance	
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	\$140,900

For more detailed information on the proposed 2022-2023 Fiscal Year Budget please visit the District’s website at the following link:

<https://kendallbreezecdd.org/financials/>

Alvarez Engineers recommends considering the following suggestions for future maintenance budgets:

3.2. *Roads*

Funds will be needed to replace the wearing roadway asphalt layer in about 5 years, when the asphalt has reached its estimated 25-year service life. Funds will also be needed to update signs and markings on the roadways when asphalt is replaced and subsequently restored approximately every 10 years. The District Board of Supervisors may decide whether to create a sinking fund to finance the future capital expense over the next 5 years, or to pay a lump sum amount at the end of the asphalt service life. The table below provides the estimated future replacement cost and the estimated annual contributions over the remaining service life to fund the expense. The calculations below assume an annual interest rate of 0.25%.

Pavement Service Life (20 Years Estimated)		Present Year	Remaining Service Life (Yrs)	Present Year Cost (PC) of Pavement Replacement (Mill unit price \$2 and Resurface 3/4" Thick unit price \$6)			Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)
From	To			Quantity (SY)	Unit Cost (\$/SY)	(PC)			
2002	2027	2022	5	75,440	\$8.00	\$603,520	\$672,321	0.25%	$FCi/((1+i)^n-1)$ \$133,794
* Using Florida Department of Transportation Inflation Factors									

Signs & Marking Service Life (10 Years Estimated)		Present Year	Remaining Service Life (Yrs)	Present Year Cost (PC) of Signs & Marking			Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)
From	To		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	$FCi/((1+i)^n-1)$
2022	2027	2022	5	75,440	\$1.00	\$75,440	\$84,040	0.25%	\$16,724
* Using Florida Department of Transportation Inflation Factors									

3.3. Stormwater Management System

The following is a suggested 2-year cyclical program for servicing the inlets, manholes, pipes, and French drains of the drainage system. The program consists of servicing 50% of the system every year, or 100% every two years. The table below shows the estimated amount that would need to be budgeted yearly to service the 130 drainage structures and 6,568 Linear Feet of pipes in the District.

Kendall Breeze Two-Year Drainage Cleaning Plan (50% of Structures and Pipes per Year)							
Total No. Structures in CDD	Total LF Pipes	No. Structures with Pipes Serviced per Year			Cost/EA Structure (Includes Cleaning, and Baffle Replacement)	Cost/LF Pipe (Includes Cleaning, Video, Dewatering, and Root Removal)	Total Budget Amount Per Year
		Year 1	Year 2				
130	6568	65			\$225.00	\$6.50	\$36,000
			65		\$230.00	\$6.70	\$37,000

3.4 Water and Sewer Systems

The water and sewer systems are maintained, operated, and funded by WASD, which may be contacted at 305-274-9272 (for emergencies) or at 305-665-7477 (for customer service).

4. Insurance

Alvarez Engineers has reviewed the District's general liability, hired non-owned auto, employment practices liability, public officials' liability insurance policy provided by Florida Insurance Alliance under Agreement No. 100121041, for the period between October 1, 2021 and October 1, 2022. The District has budgeted enough funds to cover the \$5,843 insurance premium

5. Description of Public Facilities the District is Building, Improving or Expanding

The District is considering a traffic calming project consisting of rumble strips leading to stop signs at the intersection of SW 123 Passage and SW 122 Street, and an asphalt patching project at approximately sixty locations totaling about 1,700 Square Yards.

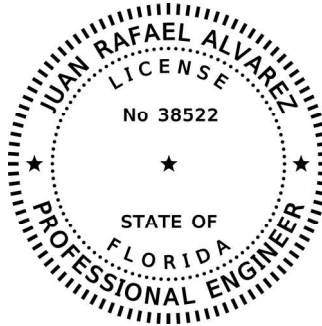
This report was prepared to the best of my knowledge and belief and is based on field observations conducted by Alvarez Engineers personnel, the District Engineer's Report, and public documents available.

If you have any questions, please do not hesitate to contact me at 305-640-1345 or at Juan.Alvarez@Alvarezeng.com

Sincerely,
Alvarez Engineers, Inc.

Juan R Alvarez Digitally signed by Juan R Alvarez
Date: 2022.06.09 09:36:31 -04'00'

Juan R. Alvarez, PE
District Engineer

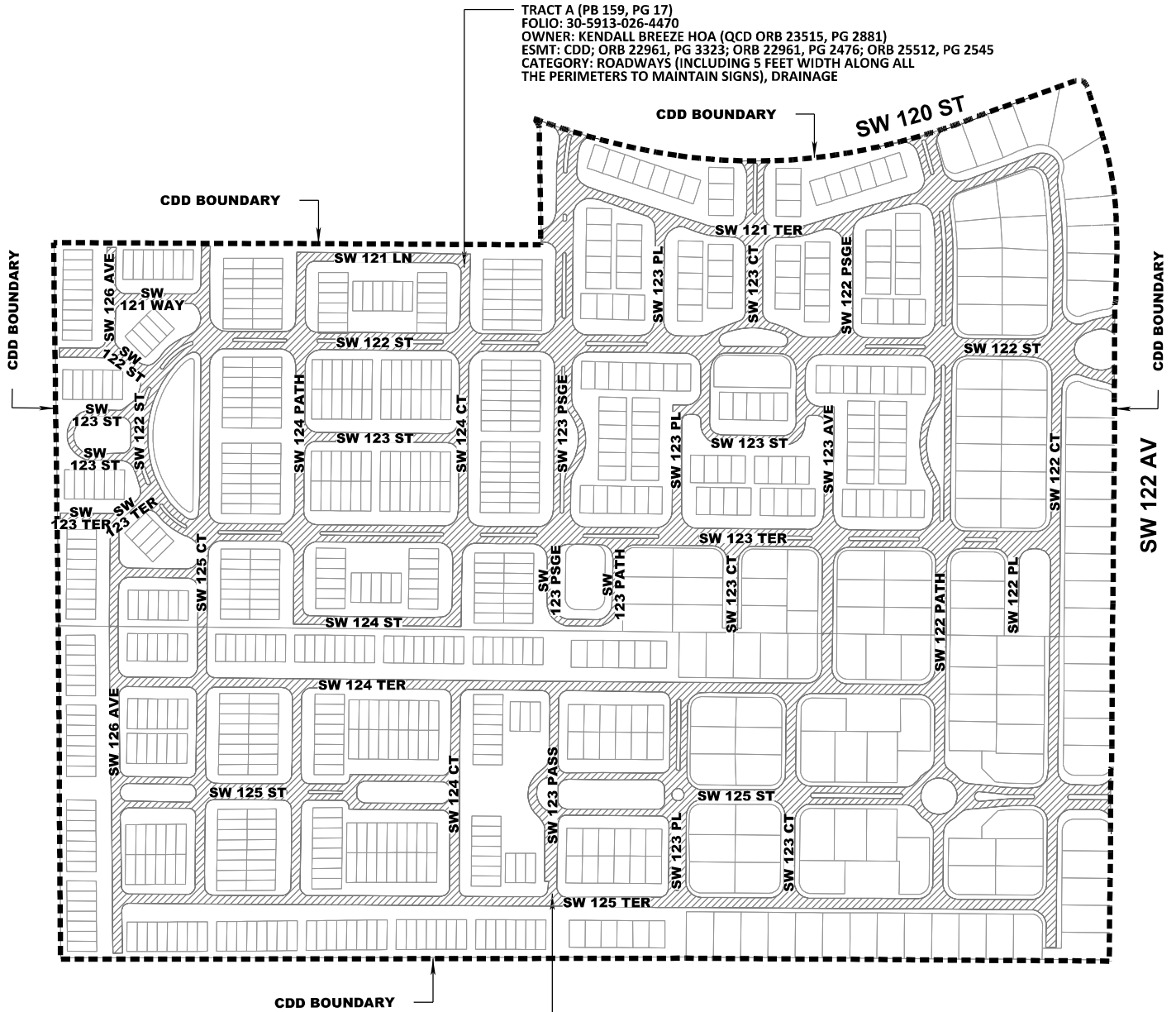


This item has been digitally signed and sealed by Juan R. Alvarez, PE on June 6, 2022.

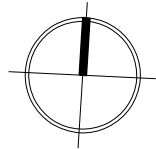
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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ALVAREZ ENGINEERS, INC.
KENDALL BREEZE CDD
CDD EASEMENTS

EXHIBIT 1