

Islands at Doral III Community Development District www.doral3cdd.com

Henry Camino, Chair
Victoria Gonzalez, Vice Chair
Javier Fuquen, Assistant Secretary
Sandra Milles, Assistant Secretary
Antonio Felipe Vergara, Assistant Secretary

November 6, 2024





Islands at Doral III Community Development District

Miami – Dade County – Ordinance #04-88 Established May 21, 2004

Agenda

Wednesday November 6, 2024 6:00 p.m. Doral Legacy Park – Conference Room 11400 NW 82nd Street Doral, Florida 33178

Seat 5 (11/24): Henry Camino – C	
Seat 4 (11/24): Victoria Gonzalez – VC	
Seat 3 (11/26): Javier Fuquen – AS	
Seat 2 (11/26): Sandra Milles – AS	
Seat 1 (11/26): Antonio Felipe Vergara – AS	

Microsoft Teams Meeting ID: 271 577 246 734 Passcode: kJpupV by phone: +1 872-240-4685

conference ID: 246 208 153#

- 1. Roll Call
- 2. Audience Comments As per District's rules, each speaker has 3 minutes to provide comments
- 3. Approval of Minutes of the August 7, 2024 Meeting
- 4. Consideration of Resolution #2025-01 Amending the Fiscal Year 2024 Budget
- 5. Consideration of Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2024
- 6. Staff Reports
 - A. Attorney Discussion of 2024 Legislative Update Supplemental Memorandum
 - B. Engineer Asphalt Resurfacing Update and Drainage Improvement Update
 - C. Manager Ratification of Performance Measures and Standards as Required by Florida Statutes
- 7. Financial Reports
 - A. Acceptance of Check Register
 - B. Acceptance of Unaudited Financials
- 8. Supervisors Requests
- 9. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: http://www.doral3cdd.com

MINUTES OF MEETING ISLANDS AT DORAL III COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Islands at Doral III Community Development District was held on August 7, 2024 at 6:00 p.m. at the Doral Legacy Park Conference Room, 11400 N.W. 82nd Street, Doral, Florida.

Present and constituting a quorum were:

Henry Camino Chairperson
Victoria Gonzalez Vice Chairperson
Javier Fuquen Assistant Secretary
Antonio Felipe Vergara Assistant Secretary

Also present were:

Ben Quesada District Manager
Gregory George District Counsel
Juan Alvarez District Engineer

Julio Raudsepp Resident
Carlos Vainberg Resident
Stephanie Rivera Resident

Gerardo Verde Resident (via Teams)

(Please note that due to a lot of background noise and conversations portions of the meeting could not be transcribed verbatim where the recording was inaudible)

FIRST ORDER OF BUSINESS Roll Call

Mr. Quesada called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS Audience Comments (please sign in on the speaker list)

Mr. Quesada: There are a few members of the audience with us today. Does anyone have any comments for the Board?

Mr. Vainberg: I wanted to discuss the sinkholes. It is not affecting me directly, but I wonder what is the CDD doing regarding these houses? What is the City of Doral doing? I am worried that if houses start sinking that it will affect the property value of my house.

Mr. Quesada: Understood. Again, this is one of those situations that the Board may need to discuss further. We have an annual inspection, which we are going to discuss on the agenda where the District Engineer inspects the areas and any property, whether it be the lakes or other areas throughout the entire District, those are checked on. If everything is structurally on par as per the inspections, which after reading the report I believe everything is, this is one of those things that the Board will need to discuss and decide if the CDD should get involved. The actual structure of the infrastructure of the District is not showing any signs of that. I understand that there are homeowners who live there, so this is something the Board can discuss with the engineer to see what types of options are available. It is not for me to decide, only to take comment and note of it. When the District Engineer does conduct his annual inspections, he looks for signs of any types of erosion or failures like that.

Mr. Alvarez: Do you want me to address the comment or wait until the report?

Mr. Quesada: However you want to do so.

Mr. Alvarez: Okay. Each year we have to issue our report for the properties owned by the CDD. The portion of the lake that the CDD owns, is the water itself, not the side slopes adjacent to the houses. It is not really part of our inspection to go on site of the properties because those areas are not owned by the CDD. The idea of this report that we provide each year is only for the portions owned by the CDD and to make sure that the infrastructure is well-maintained. But, beyond that, that is HOA property. We look at the drainage, water, and sewer, and also some of the streets. This CDD doesn't own a lot of the infrastructure anymore, though. We didn't find any issues like that during our most recent inspections.

Mr. Vainberg: So, the owners of those properties, it is their problem? Who should they address with this?

Mr. Camino: I have also been on the HOA Board for many years. Madeira is close by to St. Moritz. We have a lot of complaints about houses that their backyards or fences are sinking. You will see sometimes that some houses have already done something about this erosion issue by applying topsoil and fill.

Mr. Vainberg: You solved your problem, but you are saying it is every owner's problem individually? It is not a general problem?

Mr. Camino: That is what was done in Madeira. It has affected some houses, but not everyone.

Mr. Raudsepp: He is asking the CDD because he already asked the Master Association and they don't know anything at all. That is why Carlos is here because he is trying to find some solution or idea as to what to do.

Ms. Gonzalez: Could we have Juan go and see this?

Mr. Alvarez: This is not a CDD issue because it is private property and away from the lake. If you are looking for an entity to ask, I would suggest you ask the developer. I am sure that all of the houses have warranties. It may just be a matter of maintenance, but those are typical problems that sometimes are created.

Mr. Quesada: Thank you. Are there any other public comments? I don't see anyone on virtually, so we can move on to the next item on the agenda.

THIRD ORDER OF BUSINESS Approval of Minutes of the June 5, 2024 Meeting

Mr. Quesada: Next we have Approval of the Minutes of the June 5, 2024 Meeting. Any comments from District Counsel?

Mr. Raudsepp: Where do you put that you can attend the meeting virtually?

Mr. Quesada: On the District's website, and our distribution of the agenda is a week prior to the meeting. We used to use GoToMeeting, which is another app that allows you to attend virtually, but we started using Teams recently. It provides the same options, but it is a little more user friendly. You can attend by video, phone, whichever. We try to make it as open to the public as possible. So, coming back to the minutes, are there any comments from District Counsel?

Mr. George: No.

Mr. Quesada: Not hearing any, any comments from the Board? If not, then our recommendation from staff is to approve the minutes as-presented.

On MOTION by Ms. Gonzalez seconded by Mr. Vergara with all in favor, the Minutes of the June 5, 2024 Meeting were approved as-presented.

FOURTH ORDER OF BUSINESS Staff Reports

A. Attorney –Discussion of 2024 Legislative Update Memorandum

Mr. Quesada: Moving on to Staff Reports, Greg?

Mr. George: It is that time of the year where we give the legislative update on all of the laws that passed during the last session that may be relevant to CDDs. The memorandum was included in your agenda packages, and if you have any questions on anything I will be happy to answer them. I am going to focus on the first one, which is the new requirement that you have to do, which is establish goals, objectives, performance measures and standards. I am sure the District Manager will be assisting you by helping you come up those goals and objectives. That is something you will have to each year and publish them on the District's website. The other item is not included in the legislative memo, and we will be supplementing it with separate update. I am not sure when we are going to meet next, but it is something to be aware of. All contracts or agreements that the District enters into with non-governmental entities will have to provide an affidavit of that states that they are not participating in any coercion or human trafficking. That is pretty much it. There are other things that are relevant to HOAs, and since some of you do serve on HOA Boards, you might want to review those, but I am sure your HOA Counsel will also go over those with you.

B. Engineer

1) Acceptance of District Engineer's Report for Fiscal Year 2024-2025

Mr. Quesada: Juan, the floor is yours. I know we have a busy agenda today. For the record, Juan does have some hardcopies of some of his agenda items.

Mr. Alvarez: We can handle Item #1 first, which is Acceptance of District Engineer's Report for Fiscal Year 2024-2025. This is included in your tablets. This is probably not the first time you have seen this because this is required by the indenture from the bonds for us to perform the annual inspection on all of the infrastructure in the CDD and submit to the manager by July 1st. Once the Board reviews it, if you have any questions, you can ask them, and then the District Manager sends it to the Trustee for the bondholders. The report is very straightforward. As I mentioned before, the water in the lakes belongs to the CDD and the drainage system is within the CDD right-of-way areas. As I mentioned also, the Board approved to go ahead and consider the possibility

of milling and resurfacing some of the streets, which we will discuss later. Another thing we did was review the proposed budget for the CDD as we were gathering the information. Does anyone have any questions about the report?

Mr. Raudsepp: The total amount of the bonds was around \$30 million. How much is there right now?

Mr. Quesada: There are more than one bond series. That is in the financials. Let's finish covering Juan's items first and we will address that afterwards. Right now, are there any questions about the engineer's report? If not, I would just ask for a motion to accept the District Engineer's Report for Fiscal Year 2024-2025.

On MOTION by Mr. Vergara seconded by Mr. Fuquen with all in favor, the District Engineer's Report for Fiscal Year 2024-2025 was accepted.

2) Update on District Road Pavement Project

Mr. Alvarez: The Board asked me at the last meeting about paving and resurfacing some of the streets. I have the report here for you. There is a set of plans we prepare for milling and resurfacing the streets. This includes milling, resurfacing, and the pavement markings. We gave plans to contractors for bidding. Four of them returned bids, and you can see the details for each one of them and there is a summary of everything on the first page of the package. As you can see Headley Construction Group is the least expensive at \$254,231.35 and Downrite Engineering was the most expensive at \$375,954.60. I said at the last meeting that I was going to do my best to bring these bids to you, so here they are. If you think that you want to go ahead and proceed a contract with the lowest bidder, District Counsel and the District Manager can work on preparing the contract. The funds are ready so once we have a contractor, this would need to be submitted to the City of Doral for permitting and we can start then.

Ms. Gonzalez: I had thought you had said it was going to be a lot less when we last talked about this.

Mr. Alvarez: We are seeing inflation everywhere. Everything is going up in construction. I was really surprised to find these prices. As you can see most of them are all pretty much in the same price range. This particular project is not really a big project. It is relatively small so the prices also include mobilization and everything else.

I am sorry my original estimate was not as close as I thought it would be to these numbers. I should have been a lot more conservative, but this is the reality.

Ms. Gonzalez: That is okay.

Mr. Vergara: Does the CDD have enough money for this?

Mr. Quesada: Yes, we do have enough money in the reserves to be able to fund this project.

Mr. Raudsepp: How old is the oldest community?

Mr. Quesada: There are two ways of going about this. You have the public works director from the City of Doral is involved, asking us to maintain the infrastructure because some of these are CDD areas. This is not just a patch, but going into areas and excavating a certain portion and redoing the portions that are damaged. That is one option. Another option is to redo the entire street because based on the report of the entire community, the asphalt at least in Belize and Antilles is the oldest and in the most need of attention.

Mr. Camino: If the CDD is going to need to do the same thing in other areas, like say we need to do this in two years in Madeira, will we have enough money to do that if we don't do everything now?

Mr. Quesada: It depends on where you are with your budget. Right now, you have enough money in your reserves to be able to fund this project. Thinking two years from now, we will need to replenish the reserves, which may mean we might need to possibly increase in fiscal year 2026. If the current Board's direction is to move forward with the recommendations from Juan's report, we would probably need to increase our assessments to be able to have enough in reserves to fund more projects.

Mr. Raudsepp: Can I comment right now?

Mr. Quesada: That is the Board's discretion.

Mr. Raudsepp: I don't know if I am allowed to because every time I come here, I don't feel welcome. I have all the right to be here.

Mr. Quesada: Julio, let me just say that the Board has certain policies, so that is why I said it is their discretion.

Mr. Raudsepp: I understand that and if you say no, then I will keep my mouth shut.

Mr. Quesada: I am not saying no. I just want to be clear for the record that we have a public comment policy where anyone in the audience gets three minutes to speak.

Mr. Raudsepp: You work for us. We pay you, your company. I am your neighbor. I don't see why we shouldn't be allowed to make comments.

Ms. Gonzalez: You can talk at the beginning of the meeting and also towards the end. I always thought that all of the Boards had the same rules. Otherwise there is going to be a lot of interrupting.

Mr. Vainberg: That is why he is asking.

Mr. George: Typically, I don't chime in because I let the Boards organically run their meetings. There are public comment portions that are usually for items not on the agenda because typically you can speak about items on the agenda if the Board asks for comments. If there is an item that you wish to discuss that is not on the agenda, then you can talk during the public comments. It is up to the Board. I let them decide, but if they have a hard rule, then it is enforced.

Mr. Raudsepp: I respect that.

Ms. Gonzalez: Juan, I do see the cost for the repairs only for the spots that are really bad.

Mr. Alvarez: Yes, because there are many places where it will be too much to do patches and the asphalt is really bad.

Mr. Quesada: As of right now you have \$720,000 in the reserves. Keep in mind we are not taking into account that you have not finished paying for the drainage project. If you take into account the drainage project, there is roughly \$600,000 in reserves. Again, keep in mind that we do need to save a portion of the reserves to be able to operate for the first three of months of the next year because we don't collect our assessments until usually the end of the calendar year and going into the next year. So, some of our reserves will also need to go towards keep the District operational during that timeframe.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Gonzalez: We don't know where we are going to be in four years. The people who are here right now may or may not be in four years.

Mr. Camino: We need to do what is best for the whole community, regardless of if we are here today or tomorrow or in several years.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. George: You can give us direction to put something together for you to adopt a policy related to this.

Mr. Quesada: He just needs direction. I just want to state for the record that I did a lot of homework on this and back in 2014, the District paid about \$60.92 in gross to the District for the operations and maintenance. That Board decided to increase about \$75 for a period of roughly six years that you did that to have the reserves. So, you have been doing that since 2014 and it is very commendable you have that kind of reserves because of the actions you took ten years ago. In fiscal year 2021, you were able to bring it back down to the \$60 and still got the reserves to where you needed them to be. For situations like this, we have the money to be able to do some things if you want to like the road repairs the City of Doral is requesting. That would be our policy moving forward, and I do agree with our attorney that we could something in writing where in the next fiscal year, before you revisit the budget, you can discuss what the assessment needs to look like to get us back to that number you came up with in 2014. That should help so that any time you have a road that needs repairs, you should have enough money in your reserves to be able to fund those types of projects.

Mr. Camino: Yes, but we also should still consider doing all of the repairs for the whole community.

Mr. George: You can, or you can keep in mind for the next budget to put a line in accordance with the numbers you are recommending. So, you could kind of adopt that as a policy as you prepare your budget.

Mr. Camino: If we are going to do the same thing in other communities, we will still run into this issue continually.

Mr. Quesada: Any time an issue comes up like it did with Belize and Antilles, we would still have the entire community inspected. I do think that with direction to District Counsel to come up with a draft resolution for Board consideration to make sure we have

enough reserves might make sense. That just requires Board direction. As far as the road paving project, are there any other questions for Juan? Is the Board possibly ready to take any actions today? It can be tabled, or we can move forward with it; however the Board wishes to do this.

Mr. Raudsepp: Can I ask a question?

Ms. Gonzalez: Yes. Okay.

Mr. Raudsepp: The City of Doral sent a letter that said you need to repair certain areas rather than resurface the whole community, but now he is talking about another community that may need asphalt repairs in another two years.

Mr. Quesada: Correct.

Mr. Raudsepp: So, is the City of Doral requesting to just repair certain areas or do they expect the CDD to resurface the whole community?

Mr. Quesada: I don't have the letter from the City of Doral in front of me, but the Public Works Director was asking about the state and conditions of the entire community and highlighted those sections that were in need of repairs. Now, we are looking at the District Engineer's report, which did a study of the asphalt of all of the communities within the CDD, and he is saying the life expectancy of the asphalt has reached its limits.

Mr. Raudsepp: For the whole community?

Mr. Alvarez: No, each section goes over the life surface of each area and it is recommendations for the surface life remaining. Some communities have ten years while others have four or less. I think there are some areas that are lot worse. There is quite a bit of damage to the asphalt in Belize and Antilles. You can spend \$50,000 instead of \$250,000 but there will need to be more repairs down the road.

Mr. Camino: I understand that we will need replenish the reserve funds, but I still think we should consider doing everything.

Ms. Gonzalez: What is your point?

Mr. Camino: We will need to replenish the reserves. We did this in 2014 and we can do it in the future.

Mr. Alvarez: In order to replenish the funds you have, do an analysis with the information I have given you, and then you will probably need to increase assessments in the next budget cycle so that you have enough money to pay for all of that.

Mr. Quesada: Based on Juan's report and the information we received from the bids, I already did a little research as to what fiscal year 2026 will look like to get back to the \$500,000 number, it was about \$50 annually. Divide that by twelve months, it is a little over \$4.00 a month for each homeowner as an annual increase to get back to the \$500,000 number so that you will have that money in hand. Right now on this agenda, we have the fiscal year 2025 budget, and we already approved the proposed budget at the last meeting that set the ceiling with no increase. So, for this fiscal year we would have very limited time to readvertise and redo your budget. Talking about what you have on the agenda today, you have the money if you want to go that route now to be able to do these projects, and we can revisit the following fiscal year budget or start having workshops or meetings about that whenever you want. There is plenty of time between now and the next budget cycle to talk about increases. Based on the numbers that we estimated at, it would be around \$50 annually. We can always discuss that at future meetings for the fiscal year 2026 budget. Are there any discussions, directions, or motions from the Board based on Juan's estimates?

Mr. Vergara: Can we proceed with approving an agreement with Headley?

On MOTION by Mr. Vergara seconded by Ms. Gonzalez with all in favor, an agreement with Headley Construction Group for the roadwork repairs; not-to-exceed the amount of \$254,231.35 was approved.

Mr. George: I will draft the agreement and send it to Juan for his comments.

Ms. Gonzalez: We want to make sure it won't take them forever to do everything. Juan, is it possible to add some stop signs?

Mr. Alvarez: In this project?

Ms. Gonzalez: Yes.

Mr. Alvarez: We are not replacing the stop signs. What you are saying is to create more stop signs? That would be completely different.

Ms. Gonzalez: Yes.

Mr. Alvarez: We would have to do a traffic study before we could add more.

3) Update on Drainage System Cleaning Project

Mr. Quesada: Moving on, next we have the drainage system cleaning update.

Mr. Alvarez: Yes. The vendor gave me the maps and status of everything so you will be able to visualize everything.

Mr. Quesada: We were able to put those on the tablets, but the files were too big to send in the agenda package.

Mr. Alvarez: What you see in blue is completed. What you see in orange remains to be. It is around 85% completed. They are working on finishing and fighting a lot of water in some areas. He has done a lot of the work, but there is still a little left to finish.

Mr. Quesada: I did also talk to the vendor and he told me that the work was 80% to 90% complete and as long as the weather holds up, by the end of next week he should be at 90% to almost done. The complicated areas as Juan just mentioned are the french drains. When the water table is very high, it is very difficult to get through those. He did honor that he will frequently be checking the water table and french drains to see when it would be a good time to come back with more than one truck to have those french drain lines cleared, which is the remaining 10% that is left. So, if the weather allows, he will go in full force to get that last 10% done. Are there any other questions for Juan? Not hearing any, Juan, thank you very much for your time and being here tonight.

C. Manager

1) Consideration of Proposed Fiscal Year 2025 Meeting Schedule

Mr. Quesada: The next item is Consideration of the Proposed Fiscal Year 2025 Meeting Schedule. You have the proposed dates for fiscal year 2025 listed and at the Board's request, we are proposing to advertise monthly meetings. We already checked with the staff here at Legacy Park to make sure that the meeting room is available, which it is, so we would have the option to meet monthly if necessary. Typically most Boards only meet four to six times a year, but if we ever have a quorum issue, or something comes up and we have a need to meet, we can revisit that on a monthly basis rather than every other month. So, now is a good time for everyone to look at their calendars to make sure that works and if the first Wednesday of every month at 6:00 p.m. at this location still works well for everyone. Beginning in October 2024, we will have meetings scheduled for the first Wednesday of each month on October 2nd, November 6th, December 4th, with

January being an exception because of the new year on January 8th, February 5th, March 5th, April 2nd, May 7th, June 4th, July 2nd, and August 6th. Not hearing any comments from the Board, management's recommendation is to approve this proposed fiscal year 2025 meeting schedule so we can advertise it.

On MOTION by Mr. Camino seconded by Ms. Gonzalez with all in favor, the fiscal year 2025 meeting schedule was approved as-presented.

3) Discussion of Financial Disclosure Report – everyone has filed

Mr. Quesada: I have good news to report about the financial disclosure report. Everybody has filed their annual forms. This is a personal obligation of each Board member, but thank you everybody. I hope you found the electronic forms to be a little more convenient. Keep in mind that next year you will be asked to check off that box saying you completed the four hours of ethics training.

FIFTH ORDER OF BUSINESS

Public Hearing to Adopt the Fiscal Year 2025 Budget

A. Motion to Open the Public Hearing

Mr. Quesada: Moving on to the Public Hearing to Adopt the Fiscal Year 2025 Budget, the first thing I will need from the Board is a motion to open the public hearing.

On MOTION by Mr. Vergara seconded by Mr. Fuquen with all in favor, the public hearing was opened.

B. Public Comment and Discussion

Mr. Quesada: Moving on to Public Comment and Discussion, I am going to check online again and will confirm that no one has joined us virtually. Does anyone from the audience here today have any comments or questions about the budget? Hearing none, I will move on to the budget and say that it is the same budget as last year's so there are no increases or changes in the assessment level. This is what was presented to you in June and now is before you for adoption.

(At this point several people were talking at one time, and no one conversation could be heard)

- Mr. Quesada: This is for the operations and maintenance fund. The District has the operations and maintenance general fund and the debt service fund.
- Mr. Raudsepp: Every year the County collects the taxes and then the County sends that money to the CDD?
 - Mr. Quesada: Yes.
 - Mr. Raudsepp: So the County sends the money to the CDDs only once a year?
- Mr. Quesada: We don't receive 100% of the money in one payment because some people pay early because there is a discount, but not everyone does. so, we receive a couple payments for that reason.
 - Mr. Raudsepp: Where does the money go?
- Mr. Quesada: We have a state board account and a portion goes there, as well as to the operations and maintenance.
 - Mr. Raudsepp: I am talking about the debt.
- Mr. Quesada: There are banks that issued the bonds to the CDD that also collect a portion of the assessments.
 - Mr. Raudsepp: So, our debt is owned by an investor?
 - Mr. Quesada: Correct. And there are different types of bonds.
- (At this point several people were talking at one time, and no one conversation could be heard)
- Mr. Raudsepp: My area is St. Moritz and my streets belong to the City. We are paying property taxes plus the CDD taxes.
- Mr. Alvarez: The CDD built and financed the roads. The roads that belong to the City right now and including the road in front of your house were financed by the CDD through the bonds. That is why you are paying the CDD assessment.
 - Mr. Raudsepp: The CDD was formed by Century Homes.
- Mr. Alvarez: Yes. They entered into a contract with the contractor, but then the CDD assumed that contract. That contract was transferred to the CDD. That covers the roads, the water, the sewer, and drainage. Then the CDD started making the payments. So, the reason why you are paying the debt for the CDD is because the CDD financed these roads.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Quesada: So, I just wanted to mention that a resident, Gerardo Verde, has joined us. Gerardo, we are discussing the budget right now. There is no increase from fiscal year 2024 to fiscal year 2025. At this point, we are asking for any public comments. Since Gerardo asked to speak, go ahead with your comments.

Mr. Verde: I have been listening to the discussion. My only question is how are you approving a project for only certain communities and how will it be paid for if we don't have enough of the reserves? We don't have a plan because we don't have an assessment increase right now?

Mr. Quesada: Right now, we are currently discussing the 2025 budget not everything else on the agenda. If the Board wishes to address comments on other items, we can discuss those later when we get into the general audience comments.

Mr. Verde: What is the proposal to do for the reserves in this budget?

Mr. Quesada: There is no proposal for an increase necessary for the 2025 budget. Right now, the District has \$720,000 in the reserves at the moment, which is sufficient enough as per the engineer's report that was accepted earlier in the meeting to be able to fund the District for fiscal year 2025 with all of the approved line items for services that are in the operations and maintenance.

Mr. Verde: Thank you. I just hope you do the proper research so this doesn't happen again next year and we don't receive a huge increase next year.

Mr. Quesada: Thank you. We revisit this every year and make adjustments on a year-to-year basis as-needed. Are there any other comments on the budget?

Mr. Verde: Isn't anyone concerned that the reserves being exhausted?

Mr. Quesada: No, the reserves are not being exhausted. We are currently discussing the 2025 budget. The 2026 budget will be on a future agenda. There is more than enough money in the reserves right now to keep everything funded for the entire fiscal year 2025, which goes into the calendar year of 2025, until the next fiscal year's budget cycle, as well. Does anybody else have any other questions or comments on the budget? Hearing none, next we can move on to the resolutions.

C. Consideration of Resolution #2024-02 Annual Appropriation Resolution

Mr. Quesada: Item C on the agenda, is Consideration of Resolution #2024-02 Annual Appropriation Resolution. By approving this resolution, the proposed budget that was presented to you at the last meeting will become the adopted budget.

On MOTION by Mr. Camino seconded by Mr. Vergara with all in favor, Resolution #2024-02 Annual Appropriation Resolution was approved.

D. Consideration of Resolution #2024-03 Levy of Non Ad Valorem Assessments

Mr. Quesada: Moving on to the next item, which is Resolution #2024-03 Levy of Non Ad Valorem Assessments. The debt portion of the budget is already included in the tax roll, and by approving this resolution, we will be taking the operations and maintenance and combining it with the debt portion onto the non ad valorem assessment tax roll through Miami-Dade County. Are there any questions? Hearing none, is there a motion from the Board to approve this resolution?

On MOTION by Mr. Vergara seconded by Ms. Gonzalez with all in favor, Resolution #2024-03 Levy of Non Ad Valorem Assessments was approved.

E. Motion to Close the Public Hearing

Mr. Quesada: And now we just need a motion to close the public hearing.

On MOTION by Mr. Vergara seconded by Mr. Camino with all in favor, the public hearing was closed.

SIXTH ORDER OF BUSINESS

Consideration of Resolution #2024-04 Electing Sharyn Henning as Assistant Treasurer

Mr. Quesada: Moving on to Item #5 on the agenda, which is Consideration of Resolution #2024-04 Electing Sharyn Henning as Assistant Treasurer. This is a little bit of housekeeping on our end. We are just asking for an extra person to be allowed to sign checks in the absence of the Treasurer. Again, no checks are signed that are not approved by the Board whether it be through line items in the budget or through special proposals

that we presented today. This is just for signature purposes, so unless there are any questions or comments, staff's recommendation is for the Board to consider making a motion to approve this resolution to allow for that.

On MOTION by Mr. Fuquen seconded by Ms. Gonzalez with all in favor, Resolution #2024-04 Electing Sharyn Henning as Assistant Treasurer was approved.

SEVENTH ORDER OF BUSINESS Financial Reports

- A. Acceptance of Check Register
- **B.** Acceptance of Unaudited Financials

Mr. Quesada: Moving on to Item #7, which is the Financial Reports, behind Tab A, you will find the check register, and behind Tab B you will find the unaudited financials. Do we have any questions or comments from the Board at this time? Hearing none, I will ask the Board for a motion to accept them at this time.

On MOTION by Mr. Vergara seconded by Mr. Fuquen with all in favor, the check register and the unaudited financials were accepted.

EIGHTH ORDER OF BUSINESS Supervisors Requests

Mr. Quesada: Are there any requests from any of the Supervisors at this time? Hearing none, we can move on.

NINTH ORDER OF BUSINESS Adjournment

Mr. Quesada: Anything else before we adjourn? Hearing no other comments, a motion to adjourn the meeting would be in order.

On MOTION by Mr. Vergara seconded by Ms. Gonzalez with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary	Chairman / Vice Chairman

RESOLUTION 2025-01

WHEREAS, the Board of Supervisors, hereinafter referred to as the "Board", of the Islands at Doral III Community Development District, hereinafter referred to as "District", adopted a General Fund Budget for fiscal year 2024, and

WHEREAS, the Board desires to reallocate funds budgeted to re-appropriate Revenues and Expenses approved during the fiscal year.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ISLANDS AT DORAL III COMMUNITY DEVELOPMENT DISTRICT TO THE FOLLOWING:

- 1. The General Fund Budget is hereby amended in accordance with Exhibit "A" attached.
- 2. This resolution shall become effective this 6th day of November, 2024 and will be reflected in the monthly and fiscal year 9/30/24 financial statements and audit report of the District.

Islands at Doral III Community Development District

by:		
-	Chairman / Vice Chairman	
Attest	:	
by:		
-) -	Secretary / Assistant Secretary	

Islands at Doral III

Community Development District

Amended Budget - General Fund Fiscal Year 2024

Presented by:



Islands at Doral III

Community Development District

Amended Budget - General Fund Resolution 2025-01

Description	Вι	Adopted Budget Fiscal Year 2025		Actuals Through 9/30/24		Proposed Increase/ Decrease		Amended Budget Fiscal Year 2024	
REVENUES:									
Special Assessments - Tax Roll	\$	98,514	\$	99,327	\$	813	\$	99,327	
HOA Contributions		14,250		11,041		(3,209)		11,041	
Interest Income		500		40,107		39,607		40,107	
Unassigned Fund Balance		24,714		-		(7,852)		16,862	
TOTAL REVENUES	\$	137,978	\$	150,475	\$	29,359	\$	167,337	
EXPENDITURES:									
General and Administrative									
Supervisors Fees	\$	6,000	\$	2,800	\$	-	\$	6,000	
FICA Taxes		459		214		-		459	
Engineering		13,000		39,052		26,052		39,052	
Arbitrage Calculation		600		600		-		600	
Assessment Roll		-		2,000		2,000		2,000	
Attorney		15,000		8,108		-		15,000	
Dissemination		1,200		1,200		-		1,200	
Annual Audit		3,500		3,500		-		3,500	
Trustee Fees		10,500		10,415		-		10,500	
Management Fees		45,672		45,672		-		45,672	
Information Technology		1,000		1,000		-		1,000	
Website Maintenance		1,000		1,000		-		1,000	
Postage and Delivery		250		107		-		250	
Printing and Binding		1,000		1		-		1,000	
Rentals and Leases		2,400		2,400		-		2,400	
Insurance General Liability		7,960		7,525		-		7,960	
Legal Advertising		750		2,057		1,307		2,057	
Other Current Charges		500		60		-		500	
Office Supplies		250		0		-		250	
Dues, Licenses and Subscriptions		175		175		-		175	
TOTAL GENERAL AND ADMINISTRATIVE	\$	111,216	\$	127,886	\$	29,359	\$	140,575	

Islands at Doral III

Community Development District

Amended Budget - General Fund Resolution 2025-01

Description	Adopted Budget Fiscal Year 2025		Actuals Through 9/30/24		Proposed Increase/ Decrease		Amended Budget Fiscal Year 2024	
Operations and Maintenance								
Electricity-Madeira	\$	6,000	\$	5,850	\$	-	\$	6,000
Electricity-Antilles/Belize		14,250		11,041		-		14,250
Contingency		6,512		-		-		6,512
TOTAL OPERATIONS AND MAINTENANCE	\$	26,762	\$	16,891	\$	-	\$	26,762
TOTAL EXPENDITURES	\$	137,978	\$	144,777	\$	29,359	\$	167,337
EXCESS REVENUES (EXPENDITURES)	\$	-	\$	5,698	\$	0	\$	0



951 Yamato Road • Suite 280 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

September 11, 2024

Board of Supervisors Islands of Doral III Community Development District 5385 N. Nob Hill Road Sunrise, FL 33351

We are pleased to confirm our understanding of the services we are to provide Islands of Doral III Community Development District, City of Doral, Florida ("the District") for the fiscal year ended September 30, 2024. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Islands of Doral III Community Development District as of and for the fiscal year ended September 30, 2024. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2024 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

Very truly yours,

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: GMS-SF LLC - 5385 N Nob Hill Road Sunrise, FL 33351 - TELEPHONE: 954-721-8681 - RECORDREQUEST@GMSSFL.COM

Our fee for these services will not exceed \$3,600 for the September 30, 2024 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Islands of Doral III Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Grau & Associates
Jos In
Antonio J. Grau
RESPONSE:
This letter correctly sets forth the understanding of Islands of Doral III Community Development District.
By:
Title:
Date:





Peer Review Program

FICPA Peer Review Program Administered in Florida by The Florida Institute of CPAs

AlCPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 594791

MEMORANDUM

TO: District Manager

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

District Counsel

DATE: August 9, 2024

RE: 2024 Legislative Update – Supplemental Information

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. Below is a summary of an additional law that was not included in the 2024 Legislative Update.

Chapter 2024 – 184, Laws of Florida (HB 7063). The legislation, among other things, amends section 787.06, F.S., to require nongovernmental entities, when a contract is executed, renewed, or extended, with a governmental entity, to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services. Special districts, including community development districts, are defined as governmental entities under this statute. The effective date of this act is July 1, 2024.

For convenience, we have included a copy of the legislation referenced in this memorandum. In addition, attached is a form of the affidavit that nongovernmental entities will need to execute when entering, renewing, or extending a contract with a community development district or special district. We request that you include this supplemental memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel.

Enclosures (2)

CHAPTER 2024-184

House Bill No. 7063

An act relating to anti-human trafficking; amending s. 16.618, F.S.; extending the future repeal date of the direct-support organization for the Statewide Council on Human Trafficking; amending ss. 394.875, 456.0341, and 480.043, F.S.; revising the hotline telephone number to be included on human trafficking awareness signs; amending s. 509.096, F.S.; deleting obsolete provisions; revising the hotline telephone number to be included on human trafficking awareness signs; amending s. 562.13, F.S.; revising applicability of provisions governing the employment of minors by vendors licensed under the Beverage Law; amending s. 787.06, F.S.; requiring nongovernmental entities contracting with governmental entities to attest that they do not use coercion for labor or services; defining the term "governmental entity"; amending s. 787.29, F.S.; revising the hotline telephone number to be included on human trafficking awareness signs; creating s. 787.30, F.S.; defining terms; prohibiting the employment of persons younger than 21 years of age in adult entertainment establishments; providing criminal penalties; requiring adult entertainment establishments to check identification of entertainers: specifying forms of identification that may be used; prohibiting the raising of specified arguments as a defense in a prosecution for certain violations; providing an effective date.

WHEREAS, Florida is ranked third nationally for reported cases of human trafficking abuses, many of which involved sex trafficking, and

WHEREAS, adult entertainment establishments are widely recognized as being a significant part of the sex trafficking network used by traffickers to coerce and facilitate men, women, and children into performing sexual acts, which places the employees of these establishments in direct and frequent contact with the victims of human trafficking, and

WHEREAS, victims of sex trafficking are frequently recruited to work as performers or employees in adult entertainment establishments, and

WHEREAS, researchers have found that sex trafficking victims are more likely to be trafficked by someone from within her or his own community, and

WHEREAS, persons younger than 21 years of age are more likely to still remain within and dependent on the community in which they were raised, and

WHEREAS, research studies have identified the average age at which a person in the United States enters the sex trade for the first time as 17 years of age, and

WHEREAS, sex trade at adult entertainment establishments is a common occurrence in Florida, thereby subjecting performers at these establishments to frequent propositions and enticements to engage in sex trade actions and sex trafficking from customers, as well as strip club employees, managers, and owners, and

WHEREAS, an understanding of history and human nature reveals that there are sex criminals of various kinds who will prey on the young and vulnerable, and

WHEREAS, restricting the employment of persons younger than 21 years of age at adult entertainment establishments furthers an important state interest of protecting those vulnerable individuals from sex trafficking, drug abuse, and other harm, and

WHEREAS, many court opinions recognize that, while expressive activities are entitled to some First Amendment protections at adult entertainment establishments, content-neutral restrictions or regulations intended to minimize the secondary harmful effects of those businesses tend to be upheld, and

WHEREAS, on November 16, 2018, the federal Fifth Circuit Court of Appeals, in the case of *Jane Doe I v. Landry*, 909 F.3d 99 (5th Cir. 2018), upheld a Louisiana law that prohibited establishments licensed to serve alcohol from employing nearly nude entertainers younger than 21 years of age on the grounds that the law furthered the state's interests in curbing human trafficking and prostitution, and

WHEREAS, the federal district court in *Valadez v. Paxton*, 553 F.Supp.3d 387 (W.D. Tex. 2021), denied a motion for a preliminary injunction against the enforcement of Texas Senate Bill 315 prohibiting "all working relationships between 18-20-year-olds and sexually-oriented businesses" because the plaintiffs failed to show that the age restrictions were not rationally related to the state's interest in curbing human trafficking, and

WHEREAS, the federal district court in *DC Operating, LLC v. Paxton*, 586 F.Supp.3d 554 (W.D. Tex. 2022), denied a motion for a preliminary injunction against Texas Senate Bill 315, at least in part, because of the state's evidence of the correlation between raising the minimum employment age and reducing human trafficking, and

WHEREAS, the federal district court in *Wacko's Too, Inc., v. City of Jacksonville*, 658 F.Supp.3d 1086 (M.D. Fla. 2023), upheld age restrictions in a City of Jacksonville ordinance requiring performers at adult entertainment establishments to be at least 21 years of age based, at least in part, on evidence that there was a reasonable basis to believe that the age restrictions would further the city's interest in preventing human and sex trafficking, NOW, THEREFORE,

Be It Enacted by the Legislature of the State of Florida:

- Section 1. Subsection (12) of section 16.618, Florida Statutes, is amended to read:
 - 16.618 Direct-support organization.—
- (12) This section is repealed October 1, $\underline{2029}$ $\underline{2024}$, unless reviewed and saved from repeal by the Legislature.
- Section 2. Paragraph (b) of subsection (8) of section 394.875, Florida Statutes, is amended to read:
- 394.875 Crisis stabilization units, residential treatment facilities, and residential treatment centers for children and adolescents; authorized services; license required.—

(8)

- (b) Residential treatment centers for children and adolescents must conspicuously place signs on their premises to warn children and adolescents of the dangers of human trafficking and to encourage the reporting of individuals observed attempting to engage in human trafficking activity. The signs must contain the telephone number for the Florida Human Trafficking Hotline, 1-855-FLA-SAFE, the National Human Trafficking Hotline or such other number that the Department of Law Enforcement uses to detect and stop human trafficking. The department, in consultation with the agency, shall specify, at a minimum, the content of the signs by rule.
- Section 3. Subsection (3) of section 456.0341, Florida Statutes, is amended to read:
- 456.0341 Requirements for instruction on human trafficking.—The requirements of this section apply to each person licensed or certified under chapter 457; chapter 458; chapter 459; chapter 460; chapter 461; chapter 463; chapter 465; chapter 466; part II, part III, part V, or part X of chapter 468; chapter 480; or chapter 486.
- (3) By January 1, <u>2025</u> <u>2021</u>, the licensees or certificateholders shall post in their place of work in a conspicuous place accessible to employees a sign at least 11 inches by 15 inches in size, printed in a clearly legible font and in at least a 32-point type, which substantially states in English and Spanish:

"If you or someone you know is being forced to engage in an activity and cannot leave, whether it is prostitution, housework, farm work, factory work, retail work, restaurant work, or any other activity, call the Florida Human Trafficking Hotline, 1-855-FLA-SAFE, the National Human Trafficking Resource Center at 888-373-7888 or text INFO or HELP to 233-733 to access help and services. Victims of slavery and human trafficking are protected under United States and Florida law."

- Section 4. Subsection (13) of section 480.043, Florida Statutes, is amended to read:
- 480.043 Massage establishments; requisites; licensure; inspection; human trafficking awareness training and policies.—
- (13) By January 1, <u>2025</u> <u>2021</u>, a massage establishment shall implement a procedure for reporting suspected human trafficking to <u>the Florida Human Trafficking Hotline</u>, <u>1-855-FLA-SAFE</u>, <u>the National Human Trafficking Hotline</u> or to a local law enforcement agency and shall post in a conspicuous place in the establishment which is accessible to employees a sign with the relevant provisions of the reporting procedure.
- Section 5. Subsections (1) and (3) of section 509.096, Florida Statutes, are amended to read:
- 509.096 Human trafficking awareness training and policies for employees of public lodging establishments; enforcement.—
 - (1) A public lodging establishment shall:
- (a) Provide annual training regarding human trafficking awareness to employees of the establishment who perform housekeeping duties in the rental units or who work at the front desk or reception area where guests ordinarily check in or check out. Such training must also be provided for new employees within 60 days after they begin their employment in those roles, or by January 1, 2021, whichever occurs later. Each employee must submit to the hiring establishment a signed and dated acknowledgment of having received the training, which the establishment must provide to the Department of Business and Professional Regulation upon request. The establishment may keep such acknowledgment electronically.
- (b) By January 1, 2021, Implement a procedure for the reporting of suspected human trafficking to the National Human Trafficking Hotline or to a local law enforcement agency.
- (c) By January 1, <u>2025</u> <u>2021</u>, post in a conspicuous location in the establishment which is accessible to employees a human trafficking public awareness sign at least 11 inches by 15 inches in size, printed in an easily legible font and in at least 32-point type, which states in English and Spanish and any other language predominantly spoken in that area which the department deems appropriate substantially the following:

"If you or someone you know is being forced to engage in an activity and cannot leave, whether it is prostitution, housework, farm work, factory work, retail work, restaurant work, or any other activity, call the Florida Human Trafficking Hotline, 1-855-FLA-SAFE, the National Human Trafficking Resource Center at 888-373-7888 or text INFO or HELP to 233-733 to access help and services. Victims of slavery and human trafficking are protected under United States and Florida law."

- (3) For a violation committed on or after July 1, 2023, The division shall impose an administrative fine of \$2,000 per day on a public lodging establishment that is not in compliance with this section and remit the fines to the direct-support organization established under s. 16.618, unless the division receives adequate written documentation from the public lodging establishment which provides assurance that each deficiency will be corrected within 45 days after the division provided the public lodging establishment with notice of its violation. For a second or subsequent violation of this subsection committed on or after July 1, 2023, the division may not provide a correction period to a public lodging establishment and must impose the applicable administrative fines.
 - Section 6. Section 562.13, Florida Statutes, is amended to read:
- 562.13 Employment of minors or certain other persons by certain vendors prohibited; exceptions.—
- (1) Unless otherwise provided in this section, it is unlawful for any vendor licensed under the Beverage Law to employ any person under 18 years of age.
 - (2) This section shall not apply to:
 - (a) Professional entertainers 17 years of age who are not in school.
- (b) Minors employed in the entertainment industry, as defined by s. 450.012(5), who have either been granted a waiver under s. 450.095 or employed under the terms of s. 450.132 or under rules adopted pursuant to either of these sections.
- (c) Persons under the age of 18 years who are employed in drugstores, grocery stores, department stores, florists, specialty gift shops, or automobile service stations which have obtained licenses to sell beer or beer and wine, when such sales are made for consumption off the premises.
- (d) Persons 17 years of age or over or any person furnishing evidence that he or she is a senior high school student with written permission of the principal of said senior high school or that he or she is a senior high school graduate, or any high school graduate, employed by a bona fide food service establishment where alcoholic beverages are sold, provided such persons do not participate in the sale, preparation, or service of the beverages and that their duties are of such nature as to provide them with training and knowledge as might lead to further advancement in food service establishments.
- (e) Persons under the age of 18 years employed as bellhops, elevator operators, and others in hotels when such employees are engaged in work apart from the portion of the hotel property where alcoholic beverages are offered for sale for consumption on the premises.

- (f) Persons under the age of 18 years employed in bowling alleys in which alcoholic beverages are sold or consumed, so long as such minors do not participate in the sale, preparation, or service of such beverages.
- (g) Persons under the age of 18 years employed by a bona fide dinner theater as defined in this paragraph, as long as their employment is limited to the services of an actor, actress, or musician. For the purposes of this paragraph, a dinner theater means a theater presenting consecutive productions playing no less than 3 weeks each in conjunction with dinner service on a regular basis. In addition, both events must occur in the same room, and the only advertised price of admission must include both the cost of the meal and the attendance at the performance.
- (h) Persons under the age of 18 years who are employed in places of business licensed under s. 565.02(6), provided such persons do not participate in the sale, preparation, or service of alcoholic beverages.

However, a minor who qualifies for one of the exceptions in this subsection to whom this subsection otherwise applies may not be employed as or perform if the employment, whether as a professional entertainer or otherwise if such employment, involves nudity, as defined in s. 847.001, on the part of the minor and such nudity is intended as a form of adult entertainment, or be employed by an adult entertainment establishment, as defined in s. 847.001.

- (3)(a) It is unlawful for any vendor licensed under the beverage law to employ as a manager or person in charge or as a bartender any person:
- 1. Who has been convicted within the last past 5 years of any offense against the beverage laws of this state, the United States, or any other state.
- 2. Who has been convicted within the last past 5 years in this state or any other state or the United States of soliciting for prostitution, pandering, letting premises for prostitution, keeping a disorderly place, or any felony violation of chapter 893 or the controlled substances act of any other state or the Federal Government.
- 3. Who has, in the last past 5 years, been convicted of any felony in this state, any other state, or the United States.

The term "conviction" shall include an adjudication of guilt on a plea of guilty or nolo contendere or forfeiture of a bond when such person is charged with a crime.

- (b) This subsection shall not apply to any vendor licensed under the provisions of s. 563.02(1)(a) or s. 564.02(1)(a).
- Section 7. Subsection (13) is added to section 787.06, Florida Statutes, to read:
 - 787.06 Human trafficking.—

- (13) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).
- Section 8. Subsection (4) of section 787.29, Florida Statutes, is amended to read:
 - 787.29 Human trafficking public awareness signs.—
- (4) The required public awareness sign must be at least 8.5 inches by 11 inches in size, must be printed in at least a 16-point type, and must state substantially the following in English and Spanish:

"If you or someone you know is being forced to engage in an activity and cannot leave—whether it is prostitution, housework, farm work, factory work, retail work, restaurant work, or any other activity—call the Florida Human Trafficking Hotline, 1-855-FLA-SAFE, the National Human Trafficking Resource Center at 1-888-373-7888 or text INFO or HELP to 233-733 to access help and services. Victims of slavery and human trafficking are protected under United States and Florida law."

- Section 9. Section 787.30, Florida Statutes, is created to read:
- 787.30 Employing persons under the age of 21 years in adult entertainment establishments prohibited.—
 - (1) As used in this section, the term:
- (a) "Adult entertainment establishment" has the same meaning as in s. 847.001.
- (b) "Nude" means the showing of the human male or female genitals, pubic area, or buttock with less than a fully opaque covering; or the showing of the female breast with less than a fully opaque covering of any portion thereof below the top of the nipple; or the depiction of covered male genitals in a discernibly turgid state. A mother's breastfeeding of her baby does not under any circumstance constitute nudity, regardless of whether the nipple is covered during or incidental to feeding.
- (2)(a) Except as provided in paragraph (b), an owner, a manager, an employee, or a contractor of an adult entertainment establishment who knowingly employs, contracts with, contracts with another person to employ, or otherwise permits a person younger than 21 years of age to perform or work in an adult entertainment establishment commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

- (b) An owner, a manager, an employee, or a contractor of an adult entertainment establishment who knowingly employs, contracts with, contracts with another person to employ, or otherwise permits a person younger than 21 years of age to perform or work while nude in an adult entertainment establishment commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- (3) An owner, a manager, an employee, or a contractor of an adult entertainment establishment who permits a person to perform as an entertainer or work in any capacity for the establishment shall carefully check the person's driver license or identification card issued by this state or another state of the United States, a passport, or a United States Uniformed Services identification card presented by the person and act in good faith and in reliance upon the representation and appearance of the person in the belief that the person is 21 years of age or older.
- (4) For purposes of this section, a person's ignorance of another person's age or a person's misrepresentation of his or her age may not be raised as a defense in a prosecution for a violation of this section.

Section 10. This act shall take effect July 1, 2024.

Approved by the Governor May 13, 2024.

Filed in Office Secretary of State May 13, 2024.

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Community Development
with Community Development District (the "Governmental Entity").
The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:
 Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, it will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.
FURTHER AFFIANT SAYETH NAUGHT.
NONGOVERNMENTAL ENTITY:
NAME:
TITLE:
SIGNATURE:
DATE:, <u>20</u>
STATE OF FLORIDA COUNTY OF
SWORN TO (or affirmed) and subscribed before me by means of [] physical presence or []
online notarization, this day of 20, by
in his/her capacity as for
(name of Nongovernmental Entity).
NOTARY PUBLIC
Personally Known OR Produced Identification
Type of Identification Produced

SMALL PROJECT AGREEMENT (Roadway Rehabilitation)

THIS	SMALL PROJECT AGREEMENT ((the'	"Agreement") is mad	e and	entered	into	this
day of	, 2024, by and between:							

ISLANDS AT DORAL III COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Doral, Miami-Dade County, Florida, and with offices at 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"),

and

HEADLEY CONSTRUCTION GROUP INC., a Florida corporation, having as its principal business and mailing address, 8240 SW 186th Street, Cutler Bay, Florida 33157 (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 have certain roadways within the boundaries of the District milled and resurfaced, and to complete final re-striping of surface asphalt pavement using thermoplastic pavement markings on the final asphalt lift (collectively, the "Project") in accordance with the bid set prepared by the Alvarez Engineers, Inc., dated July 8, 2024, which is incorporated herein by reference and made a part hereof as Exhibit A (the "Plans"); and

WHEREAS, The Plans have been received by Contractor and Contractor has submitted a proposal to complete the Project in accordance with the Plans, which proposal is numbered 1530, and dated July 17, 2024, and which are attached hereto and made a part hereof as <u>Exhibit B</u> (the "Proposal"); and

WHEREAS, the Board of Supervisors of the District authorized the proper District officials to enter into this Agreement with Contractor; 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 exhibits (the Plans and the Proposal) 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 his designee.
- D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds, maintenance of traffic, and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein and in the Plans and the Proposal.
- 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 and as necessary to complete the Project.
- G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, rights-of-way, alleys, parkways, park properties and facilities, and adjacent property in connection with the Project and Contractor's performance of this Agreement.
- 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.
- I. Contractor shall be fully responsible for developing, maintaining, and implementing any plans required by the City of Doral (the "City") and Miami-Dade County (the "County"), as part of the permitting process or in connection with the Contractor's work, including but not limited to Maintenance of Traffic (MOT) Plans. Contractor is responsible for submitting and securing the approval of the MOT with the appropriate government entities or agencies. With respect to securing the building and other permits associated with the Project, Contractor shall submit, and follow up on through issuance, all necessary permit applications associated with the Project. District agrees to work with Contractor and to timely provide to Contractor, upon request, with all information and required signatures required to such permit applications. Permitting application fee is not included in the Contract Amount and is the responsibility of the District.

SECTION 3. COMPENSATION. District agrees to compensate the Contractor in the amount of TWO HUNDRED FORTY – FIVE THOUSAND TWO HUNDRED THIRTY – ONE AND 35/100 (\$245,231.35) DOLLARS ("Contract Amount"). District agrees to pay Contractor in accordance with the following payment schedule:

Islands at Doral III CDD (Antilles and Belize) Pavement Marking Restoration, Milling and Restoration							
Schedule of Payment							
Payment Type	Percentage	Amount					
Initial Deposit upon execution of Agreement	30%	\$ 73,569.41					
Payment upon Completion	60%	\$ 147,138.81					
Payment upon Final Inspection	10%	\$ 24,523.14					
Total		\$ 245,231.35					

Payment for any Extra Work shall be made upon completion of such additional work or Optional Work, respectively, and upon District's receipt and review of sufficient supporting documentation for such items. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule. It is understood that the District is responsible, at cost, for any permit fees required by the City or the County, or other governing entity or agency having jurisdiction thereof, if any.

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 AND TIME OF PERFORMANCE. This Agreement shall commence upon signature, and shall continue until the Project described herein, in the Proposal is completed. The Project shall be completed in an expeditious manner to limit the inconvenience to the District landowners, tenants, and their employees, and the general public utilizing the pedestrian areas and rights-of-way within the District. The MOT and any permit applications to the appropriate governmental authorities shall be completed and submitted by Contractor to the appropriate government entity within fifteen (15) days of the execution of this Agreement. The Project shall be completed by Contractor no later than _______, weather permitting.

SECTION 6. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District, its 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 at no cost or expense whatsoever to District (1) for convenience at anytime prior to the issuance of a Notice to Proceed by District and (2) 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. To the extent any Contractor's or manufacturer's warranty is greater than that which is provided for in this Section 10, the longer warranty shall prevail.

- A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.
 - (i) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
 - (ii) <u>Commercial General Liability</u> (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 1. Premises and Operations;
- 2. Independent Contractors;
- 3. Product and Completed Operations Liability;
- 4. Broad Form Property Damage; and
- 5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
- B. Prior to any work being performed pursuant to this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the Islands at Doral III Community Development District (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of the Contractor.
- C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. District and Contractor shall not continue to complete the Project required by this Agreement unless all required insurance remains in full force and effect.
- D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities, but are merely minimum requirements utilized by the District.

- E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.
- F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.
- G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.
- H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 12. CHANGES IN THE 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 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.
- E. District may collect liquidated damages of \$100.00 per day for each day of delay caused by Contractor, and this sum is and shall not be construed as a penalty. However, it is specifically agreed and understood that no liquidated damages will be imposed for delay caused by circumstances beyond the control of the Contractor such as acts of God, war, revolution, riots, strikes, floods, fire or substantial delay caused by 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 to the address(es) below via Certified U.S. Mail, Return Receipt Requested or by a nationally recognized overnight courier service:

DISTRICT: Islands at Doral III Community Development District

5385 N. Nob Hill Road Sunrise, Florida 33351 Attention: District Manager

With copy to: **District Counsel**

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

515 East Las Olas Boulevard, Suite 600

Fort Lauderdale, Florida 33301 Attention: Dennis Lyles, Esq.

CONTRACTOR: Headley Construction Group, Inc.

8240 SW 186th Street Cutler Bay, Florida 33157

Attention: Thomas L. Headley, President

SECTION 15. 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:

GOVERNMENTAL MANAGEMENT SERVICES-SOUTH FLORIDA, LLC 5385 N. NOB HILL ROAD SUNRISE, FLORIDA 33351 TELEPHONE: (954) 721-8681

EMAIL: INFO@GMSSF.COM

SECTION 16. 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 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.

SECTION 17. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor.

SECTION 18. 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 19. 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 20. 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 21. 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 22. CONFLICTS. In the event of a conflict between any provision(s) of this Agreement and the terms and conditions of $\underline{\text{Exhibit A}}$ or of $\underline{\text{Exhibit B}}$, then the terms and conditions of this Agreement shall control. In the event of a conflict between any provision(s) of $\underline{\text{Exhibit A}}$ and the $\underline{\text{Exhibit B}}$, the terms and conditions of the $\underline{\text{Exhibit A}}$ shall prevail over those of $\underline{\text{Exhibit B}}$.

SECTION 23. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Miami-Dade County, Florida.

SECTION 24. ACCEPTANCE OF PROPOSAL. District's acceptance of the Contractor's Proposal set forth in Exhibit B is expressly contingent upon the parties executing this Agreement in full and with the full understanding by all parties that the Contractor is being ordered to perform the services described in this Agreement.

SECTION 25. SCRUTINIZED COMPANY CERTIFICATION. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:
 - 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
 - 2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
 - 3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been

placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

SECTION 26. CONVICTED VENDOR LIST. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

SECTION 28. PROTECTION OF PROPERTY AND PUBLIC.

- A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Project provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.
- B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Project, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Project is being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished work or other hazards and obstructions, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.
- C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.
- D. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.
 - E. Contractor shall use due care to protect the property of the District, its residents,

and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hours.

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

ATTEST:	ISLANDS AT DORAL III COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairman/Vice-Chairman
	day of, 2024
WITNESSES:	CONTRACTOR:
	HEADLEY CONSTRUCTION GROUP INC. a Florida corporation
[PRINT NAME OF WITNESS]	Print Name:
IPRINT NAME OF WITNESS1	Title: day of

EXHIBIT A

PLANS

ISLANDS AT DORAL III CDD PROPOSED ROADWAY REHABILITATION

INDEX OF PLANS

SHEET NO. SHEET DESCRIPTION

1 COVER SHEET

2 PROJECT LAYOUT

3 - 4 TYPICAL SECTIONS

5 - 9 SIGNING & PAVEMENT MARKING PLANS

10 GENERAL NOTES

11 TABULATION OF QUANTITIES AND DETAILS

CITY OF DORAL MIAMI-DADE COUNTY, FLORIDA 33178

PROJECT LOCATION

35

36

Exit 34

10

11

122

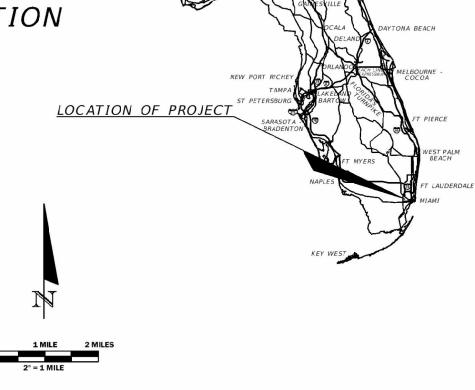
Exit 31

Palmetto Samara leake Pop. 98.7

Exit 31

Dade County Mosquito Control County And Mos

LOCATION PLAN MIAMI-DADE COUNTY T53/R40



Alvarez Engineers, Inc.

FLORIDA CERTIFICATE OF AUTHORIZATION No. 7538 8935 NW 35 Lane, Suite 101 Doral, Florida 33172 Tel. (305) 640-1345 Fax (305) 640-1346

GOVERNING DESIGN STANDARDS:

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY THE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS PARTS 1, 2 AND 3. THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS. THE FLORIDA DEPARTMENT OF TRANSPORTATION CURRENT ROADWAY AND TRAFFIC DESIGN STANDARDS, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, AS AMENDED BY CONTRACT DOCUMENTS.

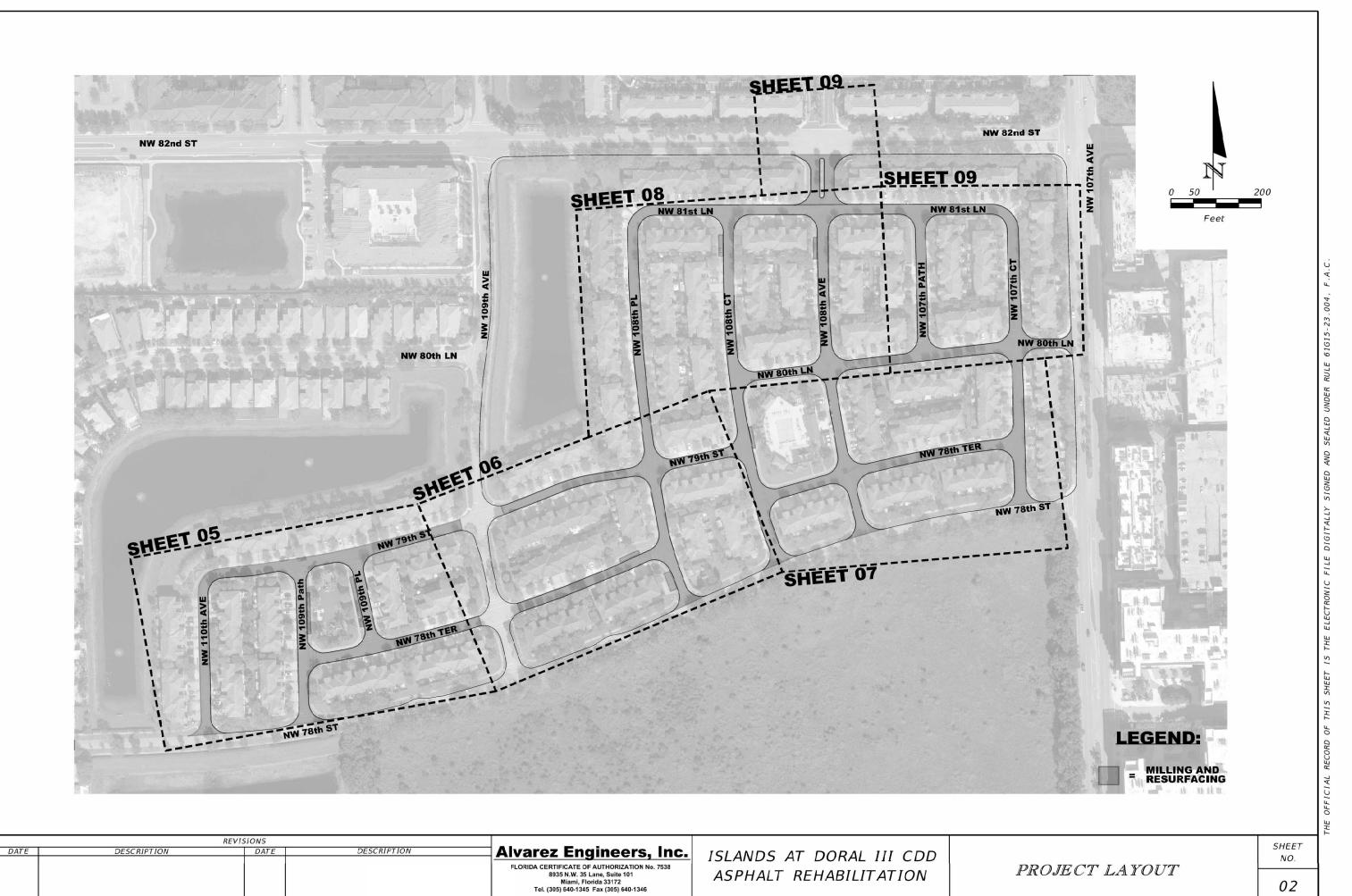
Sunshine

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

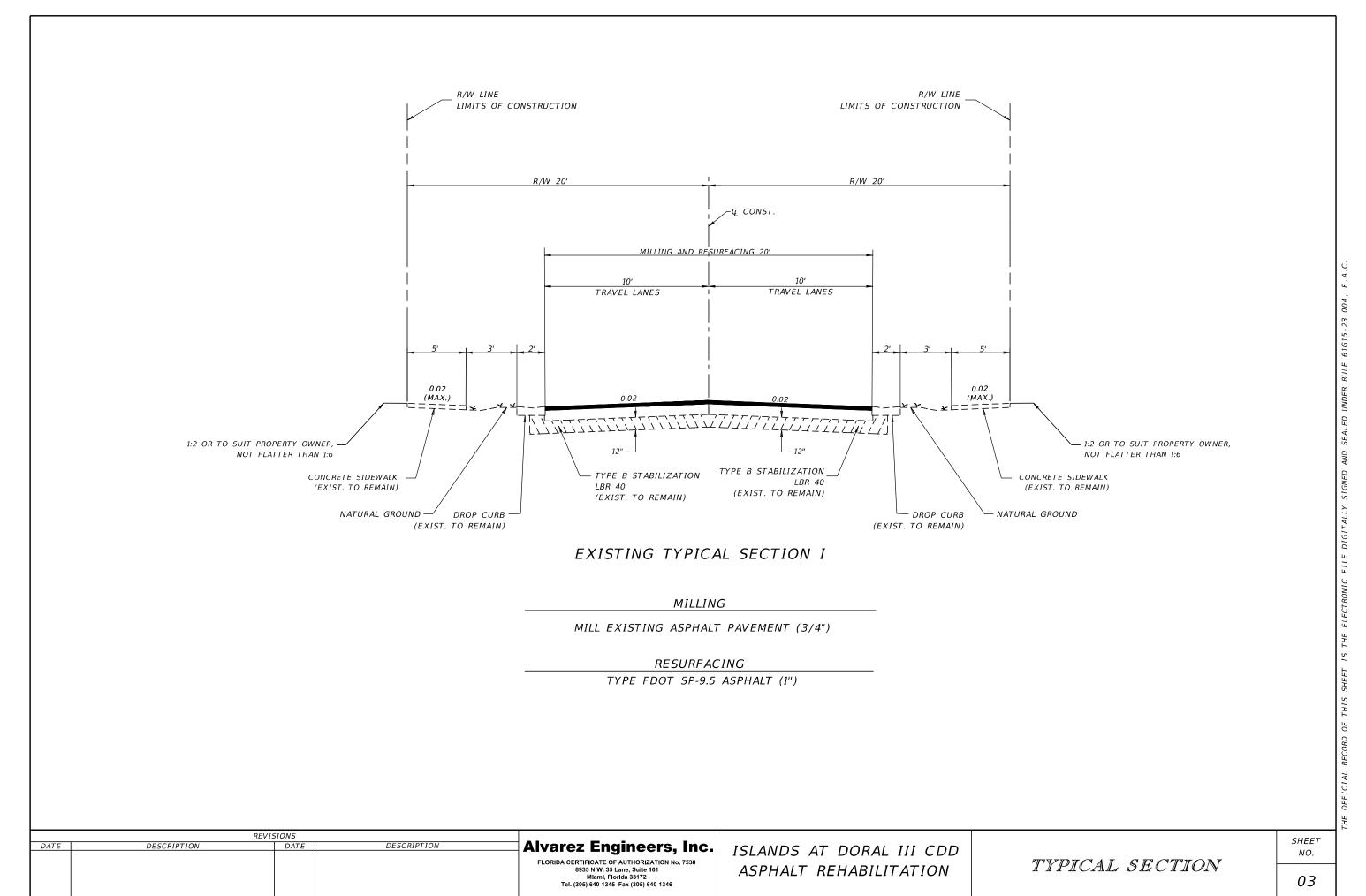
Check positive response codes before you dig!

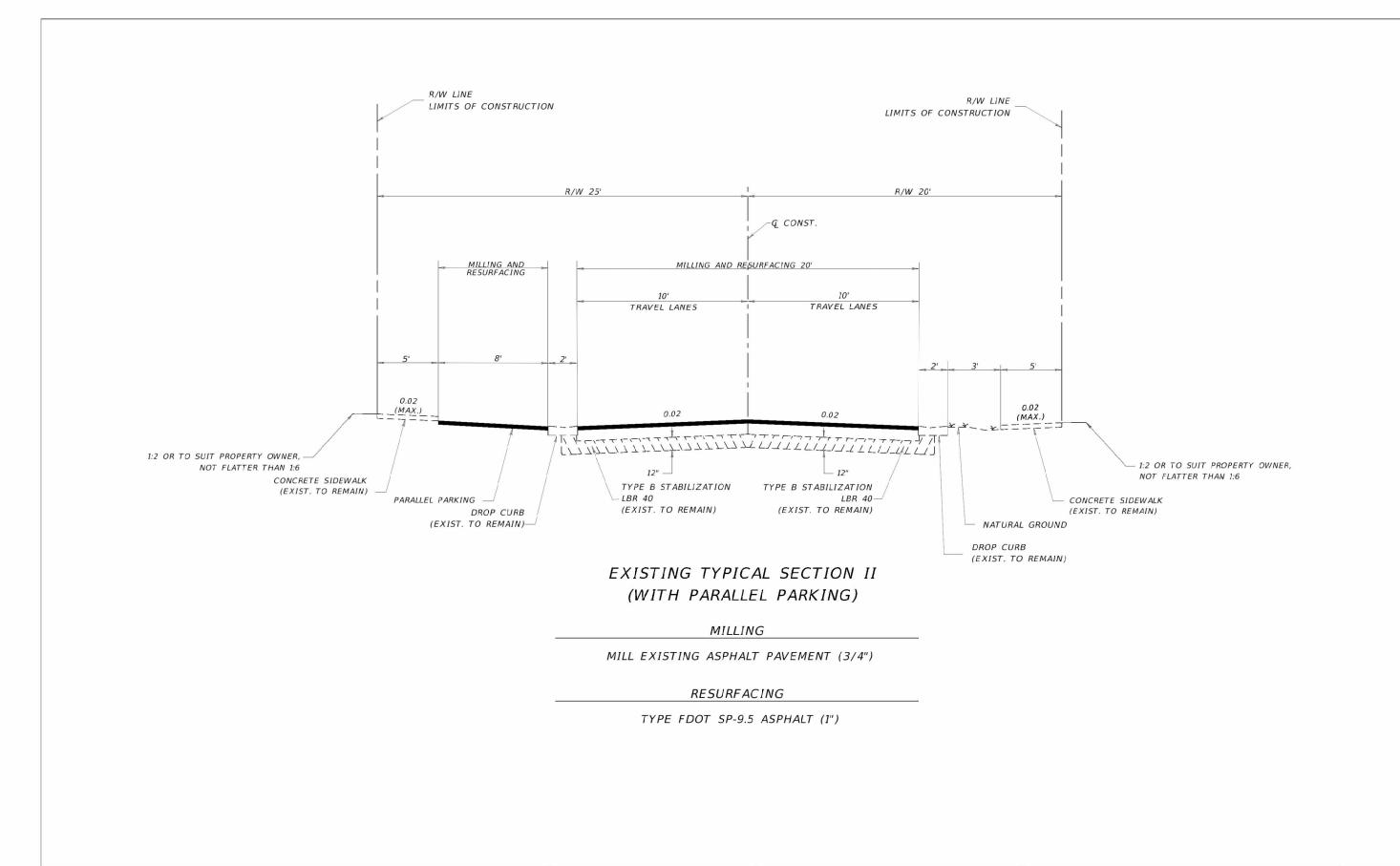
BID SET JULY 08, 2024

SHEET NO.



P:\G31002 - Islands at Doral III No. 2\PAVEMENT ISSUES\Milling and Resurfacing Plans_2024\CADD\References\Project Layout agn.dgn





		ISIONS	REVI	
Alvarez Engineers, Inc.	DESCRIPTION	DATE	DESCRIPTION	DATE
FLORIDA CERTIFICATE OF AUTHORIZATION No. 7538 8935 N.W. 35 Lane, Suite 101 Miami, Florida 33172 Tel. (305) 640-1345 Fax (305) 640-1346				

ISLANDS AT DORAL III CDD ASPHALT REHABILITATION

TYPICAL SECTION

SHEET NO.

04



SIGNING & PAVEMENT MARKING PLANS

NO. 05

FLORIDA CERTIFICATE OF AUTHORIZATION No. 7538 8935 N.W. 35 Lane, Suite 101 Miami, Florida 33172 Tel. (305) 640-1345 Fax (305) 640-1346

ASPHALT REHABILITATION





ASPHALT REHABILITATION

SIGNING & PAVEMENT MARKING PLANS

NO.

07

FLORIDA CERTIFICATE OF AUTHORIZATION No. 7538 8935 N.W. 35 Lane, Suite 101 Miami, Florida 33172 Tel. (305) 640-1345 Fax (305) 640-1346



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND

REVISIONS

TE DESCRIPTION DATE DESCRIPTION

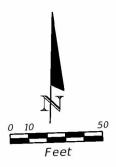
Alvarez Engineers, Inc.

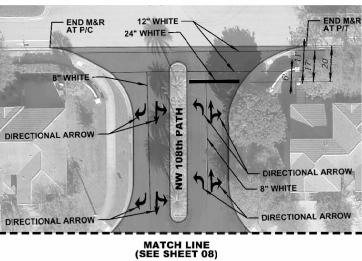
FLORIDA CERTIFICATE OF AUTHORIZATION No. 7538
8935 N.W. 35 Lane, Suite 101
Miam; Florida 33172
Tel. (305) 640-1345 Fax (305) 640-1346

ISLANDS AT DORAL III CDD ASPHALT REHABILITATION

SIGNING & PAVEMENT MARKING PLANS SHEET NO.







REVISIONS

DATE DESCRIPTION DATE DESCRIPTION

Alvarez Engineers, Inc.

FLORIDA CERTIFICATE OF AUTHORIZATION No. 7538
8935 N.W. 35 Lane, Suite 101
Miami, Florida 33172
Tel. (305) 640-1345 Fax (305) 640-1346

ISLANDS AT DORAL III CDD

ASPHALT REHABILITATION

SIGNING & PAVEMENT MARKING PLANS SHEET NO.

09

Aleiandro Aleman

3:5

STORM DRAINAGE:

GENERAL:

1. THE CONTRACTOR SHALL PROTECT COMPLETED DRAINAGE STRUCTURES AND EXFILTRATION SYSTEM FROM CONTAMINATION OF SILT AND CONSTRUCTION DEBRIS. PLACE FILTER FABRIC BETWEEN THE FRAME AND INLET GRATE UNTIL CONSTRUCTION OPERATIONS ARE FINISHED (SEE SWPPP NOTES ON SHEET 11).

PAVING:

- 1. GENERAL:
 - A. ALL EXISTING PAVEMENT CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED TO EXISTING OR BETTER CONDITIONS AT THE CONTRACTOR'S EXPENSE.
 - B. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.
- 2. MATERIALS AND INSTALLATION:

ASPHALT PAVEMENT TO BE: 1" OF FDOT SP-9.5

PROJECT CLOSE-OUT:

- 1. CLEANING UP:
 - A. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.
- B. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ALL DISTURBED AREAS DAMAGED BY HIS WORK, EQUIPMENT AND/OR EMPLOYEES TO A CONDITION EQUAL OR BETTER TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
- C. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, MAILBOXES, SIGNS AND ANY OTHER IMPROVEMENTS REMOVED DURING CONSTRUCTION WITH THE SAME TYPE OF MATERIAL AND TO THE CONDITION WHICH EXISTED PRIOR TO THE BEGINNING OF OPERATIONS.
- D. CONTRACTOR SHALL REPAIR ANY DAMAGES CAUSED BY THIS REHABILITATION PROJECT.

 PARTIAL RESTORATION FOR CURBS AND SIDEWALK IS NOT ACCEPTED. FULL FLAG RESTORATION IS REQUIRED FOR

 SIDEWALKS. SIDEWALK TO BE RESTORED IN COMPLIANCE WITH ADA AND PUBLIC WORKS MANUAL. CURBS SHALL BE
 RESTORED JOINT TO JOINT.
- E. WHERE MATERIAL OR DEBRIS; HAVE WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
- F. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- G. ALL STORMWATER INLET STRUCTURES SHALL BE VACUUMED BY CONTRACTOR AFTER ALL WORK IS COMPLETE

- 2. PROJECT RECORD DOCUMENTS:
- A. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.
- B. UPON COMPLETION OF CONSTRUCTION, AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD ONE COMPLETE SET OF ALL "AS-BUILT" CONTRACT DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONS, LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS.
- C. ALL "AS-BUILT" INFORMATION SHALL BE CERTIFIED BY A FLORIDA REGISTERED LAND SURVEYOR.
- D. CONTRACTOR SHALL SUBMIT PICTURES & VIDEOS OF ALL WORK PERFORMED AFTER COMPLETION OF EACH LOCATION.

MAINTENANCE OF TRAFFIC

- 1. TRAFFIC REGULATION:
 - A. THE CONTRACTOR SHALL PROVIDE ALL WARNING SIGNS, LIGHTS AND FLAG PERSONS AS NECESSARY FOR THE MAINTENANCE OF PEDESTRIAN AND VEHICULAR TRAFFIC IN ACCORDANCE WITH THE MUTCD 2009, AND MIAMI-DADE COUNTY PUBLIC

SCOPE OF WORK

- 1. MILLING (3/4" DEPTH) AND RESURFACING (1" DEPTH) OF SURFACE ASPHALTIC PAVEMENT
- 2. PERFORM FINAL RE-STRIPING OF SURFACE ASPHALT PAVEMENT USING THERMOPLASTIC PAVEMENT MARKINGS ON FINAL ASPHALT LIFT.

	REV			
DATE	DESCRIPTION	DATE	DESCRIPTION	Alvarez Engineers, Inc.
				FLORIDA CERTIFICATE OF AUTHORIZATION No. 7538 8935 N.W. 35 Lane, Suite 101 Miami, Florida 33172 Tel. (305) 640-1345 Fax (305) 640-1346

ISLANDS AT DORAL III CDD ASPHALT REHABILITATION

GENERAL NOTES

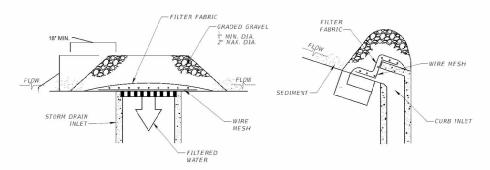
SHEET NO.

10

PAY	.		SHEET NUMBERS									TOTAL THIS		GRAND TOTAL	
ITEM NO.	DESCRIPTION	UNIT	()5	0	6	07	08	0	09		SHEET		TOTAL	
NO.			PLAN	FINAL	PLAN	FINAL	PLAN FINA	L PLAN FINAL	PLAN	FINAL PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
102-1	MAINTENANCE OF TRAFFIC	LS										1		1	
327 - 70 - 19	MILLING EXISTING ASPHALT PAVEMENT, 3/4" AVG DEPTH	SY										22673		22673	
334-1-12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, SP-9.5	TN										1248		1248	
706 - 1 - 1	RAISED PAVEMENT MARKER	EA	56	i	28		44	44	40			212		212	
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS										1		1	
k	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	564	1	312		823	488	734			2921		2921	
k	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	89)	52		122	78	96			437		437	
k	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA							8			8		8	
k	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.2045		0.1098		0.2292	0.1292	0.147			0.8197		0.8197	
711-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR PARKING LINES, 6"	LF	7.2	?	76		16	32				196		196	
710-11-102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 8"	GM							0.0256			0.02557		0.02557	
711-11-101	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6" FOR PARKING LINES	LF	72	?	76		16	32				196		196	
710-11-102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8"	GM							0.0256			0.02557		0.02557	
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	56		28		44	44	40			212		212	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	564	1	312		823	488	734			2921		2921	
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA							8			8		8	
711-16-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	0.2045		0.1098		0.2292	0.1292	0.147			0.8197		0.8197	

* THESE QUANTITIES ARE PAID FOR UNDER PAINTED PAVEMENT MARKINGS (FINAL SURFACE), LUMP SUM - ITEM NO. 710-90. THE QUANTITIES SHOWN ARE FOR ONE APPLICATION; SEE SPECIFICATION 710 FOR THE NUMBER OF APPLICATIONS REQUIRED.

SWPPP DETAILS:



DROP INLET PROTECTION-GRAVEL

CURB INLET PROTECTION-GRAVEL

INLET PROTECTION SYSTEM (TYP.) OR APPROVED ALTERNATIVES

SWPPP DETAIL NOTES:

NOTES FOR INLET PROTECTION FILTER FABRICS WITH GRAVEL:

- 1- INSTALLATION/APPLICATION CRITERIA:
- PLACE WIRE MESH (WITH \(\frac{1}{2} \) INCH OPENINGS) OVER THE INLET GRATE EXTENDING ONE FOOT PAST THE GRATE IN ALL DIRECTIONS.
 PLACE FILTER FABRIC OVER THE MESH. FILTER FABRIC SHOULD BE SELECTED BASED ON SOIL TYPE.
 PLACE GRADED GRAVEL, TO A MINIMUM DEPTH OF 12 INCHES, OVER THE FILTER FABRIC AND EXTENDING 18 INCHES PAST THE GRATE IN ALL DIRECTIONS.

- INSPECT INLET PROTECTION AFTER EVERY LARGE STORM EVENT AND AT A MINIMUM OF ONCE MONTHLY.
 REMOVE SEDIMENT ACCUMULATED WHEN IT REACHES 4 INCHES IN DEPTH.
 REPLACE FILTER FABRIC AND CLEAN OR REPLACE GRAVEL IF CLOGGING IS APPARENT.

- RECOMMENDED FOR MAXIMUM DRAINAGE AREA OF ONE ACRE.
 EXCESS FLOWS MAY BYPASS THE INLET REQUIRING DOWN GRADIENT CONTROLS.
 PONDING WILL OCCUR AT INLET.

NOTES FOR SOIL TRACKING PREVENTION DEVICE:

- 1- USE SANDBAGS, STRAW BALES OR OTHER APPROVED METHODS TO CHANNELIZE RUNOFF TO BASIN AS REQUIRED.
- 2- WASH WATER MUST BE CARRIED AWAY FROM ENTRANCE TO A SETTLING AREA TO REMOVE SEDIMENT, CONTRACTOR TO REFER AND FOLLOW THE FOOT & FDEP EROSION AND SEDIMENT CONTROL MANUAL UPDATED JULY 2013. SECTION V: TEMPORARY CONSTRUCTION SITE BMPS. SOIL TRACKING PREVENTION DEVICE.

	REVIS	SIONS		
DATE	DESCRIPTION	DATE	DESCRIPTION	Alvarez Engineers, Inc.
				FLORIDA CERTIFICATE OF AUTHORIZATION No. 7538 8935 N.W. 35 Lane, Suite 101 Miami, Florida 33172 Tel. (305) 640-1345 Fax (305) 640-1346

ISLANDS AT DORAL III CDD ASPHALT REHABILITATION

TABULATION OF QUANTITIES AND DETAILS

SHEET NO.

11

EXHIBIT B

PROPOSAL

Headley Construction Group Inc

8240 SW 186th ST Cutler Bay, FL 33157 USA +13056131490 thomas@headleycg.com



Proposal

ADDRESS

Islands at Doral III CDD C/O GMSSF LLC 5385 N Nob Hill Road, Sunrise, FL 33351

PROPOSAL DATE 1530 07/17/2024

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Project	Project; Island at Doral III CDD Proposed Roadway Rehabilitation	1	0.00	0.00
		Scope of Work			
	FDOT #327-70-19	Asphalt Milling & Cleanup at 3/4" depth (22,673 SY)	22,673	1.95	44,212.35
	FDOT #0334-1-12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, SP-9.5 (MUST USE THIS SPECIFIC ASPHALT MIX)	22,673	8.00	181,384.00
	FDOT #710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12" PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24" PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	1	12,260.00	12,260.00
	FDOT #706-1-1	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6" FOR PARKING LINES THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE THERMOPLASTIC, STANDARD, WHITE, ARROW THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	1	16,375.00	16,375.00

RAISED PAVEMENT MARKER

(INCLUDED)

FDOT #0102-1

Notes; 1

MOT provided on a per street basisHCG is not liable for tire marks

- HCG is fully Licensed and insured

- Permitting process included. Cost of permitting application not included

Thank you for your business. SUBTOTAL 254,231.35

TAX 0.00

0.00

0.00

TOTAL \$254,231.35

Accepted By

Accepted Date 08/08/2024

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed by an officer representative of a nongovernmental entity that is executing, renewing, or extending a contract w	vith
"Governmental Entity"). Community Development District (1	_{(uie}
The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests undepenalty of perjury as follows:	der
1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time time.	
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, It wimmediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.	the
 I understand that I am swearing or affirming under oath to the truthfulness of the claims made in the affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity. 	this
FURTHER AFFIANT SAYETH NAUGHT.	
NONGOVERNMENTAL ENTITY:	_
NAME:	
TITLE:	
SIGNATURE:	
DATE:, <u>20</u>	
STATE OF FLORIDA COUNTY OF	
SWORN TO (or affirmed) and subscribed before me by means of [] physical presence or [] onli	ine
notarization, this day of 20, by in his/h	her
capacity as for (name	of
Nongovernmental Entity).	
NOTARY PUBLIC Personally Known OR Produced Identification	

Type of Identification Produced

ALVAREZ ENGINEERS, INC.

ISLANDS AT DORAL III CDD ANTILLES AND BELIZE - DRAINAGE SYSTEM REPAIR **QUANTITIES AND COST ESTIMATE** Repair Segment Upstream Downstream Work Length Unit Type Diameter (IN) Number Total (\$) Length (FT) (\$/ft) Structure Structure (FT) (See Appendix A) 1 3C 42C 35 Solid 18 130 175 6,125.00 2A 3A 2 45 Solid 18 45 175 7,875.00 3 2A 1A 18 9,625.00 55 Solid 55 175 34A 4 2A 50 FD 18 95 500 25,000.00 34A 35A 5 18 145 175 17,500.00 100 Solid 35A 44A 6 20 18 20 175 3,500.00 Solid 37A 43A 20 3,500.00 20 Solid 18 175 Sub Total 73,125.00 100% Contingency 73,125.00

Grand Total

146,250.00

Note: Contingency based on 50% pipe inspection completion.

APPENDIX A:

DAMAGED PIPE INSPECTIONS DOCUMENTED BY RAPTOR VAC-SYSTEMS, INC.

REPAIR SEGMENT # 1

THE THIN GEOMETHI II		
ipeline Inspection Report - Islands at Doral III CDD		
Along NW 110th Ave. between 79th St. and 78th St.		
Community: Belize		
Plan Set Page: 11 of 13		
Pipe Section: 3C to 42C		
Approx. Pipe Length: 130LF		
Inspection Comments		
Entry from both 3C and 42C.		
Notable Features		
1) Damage between 20LF and 25LF from 3C.	2) Damage at around 47LF from 3C.	3) Damage at around 78LF from 42C.

REPAIR SEGMENT # 2

Pipeline Inspection Report - Islands at Doral III CDD

Along NW 108th Pl. between 81st Ln. and 79th St.

Community: Antilles

Plan Set Page: 12 of 13

Pipe Section: 2A to 3A

Approx. Pipe Length: 45LF

Inspection Comments

Entry from 2A.

Notable Features



1) Damage at 6LF from 2A. Similar collapse at approximately same distance from structure 3A.

REPAIR SEGMENT # 3 Pipeline Inspection Report - Islands at Doral III CDD Along NW 108th Pl. between 81st Ln. and 79th St. Community: Antilles Plan Set Page: 12 of 13 Pipe Section: 2A to 1A Approx. Pipe Length: 55LF **Inspection Comments** Entry from 2A. **Notable Features**

1) Damage at 3LF from 2A. Unable to access remaining of pipe at this time, must uncover 1A structure for access.



REPAIR SEGMENT #4 Pipeline Inspection Report - Islands at Doral III CDD Along NW 108th Pl. between 81st Ln. and 79th St. Community: Antilles Plan Set Page: 12 of 13 Pipe Section: 2A to 34A Approx. Pipe Length: 95LF Inspection Comments Entry from 2A and 34A. Notable Features 1) Damage at 22LF from 2A. 2) Damage at 34LF from 34A.

REPAIR SEGMENT # 5 Pipeline Inspection Report - Islands at Doral III CDD Along NW 108th Pl. between 81st Ln. and 79th St. Community: Antilles Plan Set Page: 12 of 13 Pipe Section: 34A to 35A Approx. Pipe Length: 145LF Inspection Comments Entry from 34A and 35A. Notable Features 1) Damage at 45LF from 34A. 2) Damage at 12LF from 35A.

REPAIR SEGMENT # 6		
Pipeline Inspection Report - Islands at Doral I		
Along NW 108th Pl. between 81st Ln. and 79th S	St.	
Community: Antilles		
Plan Set Page: 12 of 13		
Pipe Section: 35A to 44A		
Approx. Pipe Length: 20LF		
Inspection Comments		
Entry from 35A.		
Notable Features		
	No. of the second secon	
THE WAY		
		A
1) Damage at 2LF from 35A.	2) Damage at 7LF from 35A.	3) Damage at 16LF from 35A.

REPAIR SEGMENT # 7

Pipeline Inspection Report - Islands at Doral III CDD

Along NW 79th St. between 108th Pl. and 108th Ct.

Community: Antilles

Plan Set Page: 13 of 13

Pipe Section: 37A to 43A

Approx. Pipe Length: 20LF

Inspection Comments

Entry from 37A.

Notable Features



1) Damage at 2LF from 37A.

Saint Moritz North



[Es	timated Co	sts Ashphal	t (Table Abo	ve) and Mar	kings (Table Belo	w)	
	Pavemen Life (20 Estim		Present Year	Remaining Service Life (Yrs)	Pavement	Present Year Cost (PC) of Pavement Replacement (Mill and Resurface 3/4" Thick)		Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)
	From	То		(n)	Quantity (SY)	·		(FC)	(i)	FCi/((1+i)^n-1)
	2008	2028	2024	4	13,751	\$10.00	\$137,511	\$155,112	0.25%	\$38,633

From	То		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	FCi/((1+i)^n-1)
2008	2028	2024	4	13,751	\$2.00	\$27,502	\$31,022	0.25%	\$7,727

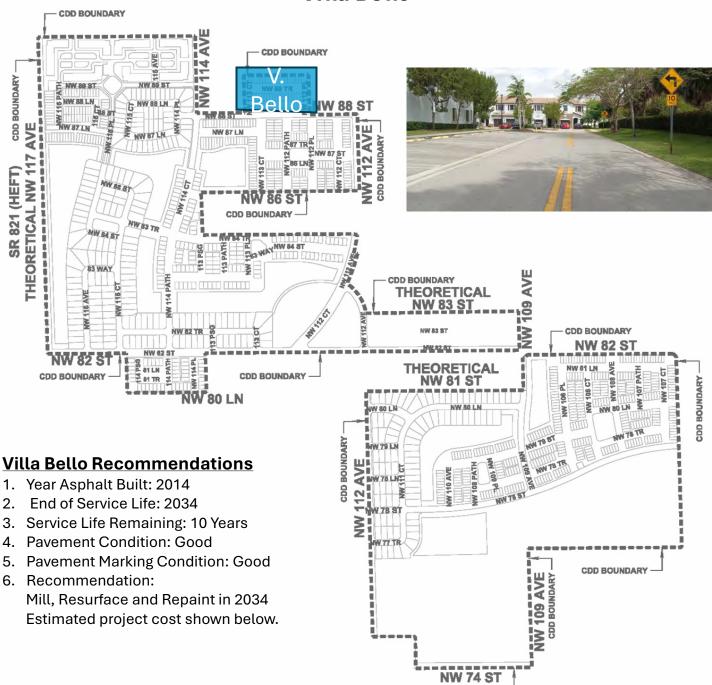
Saint Moritz Southwest



		Es	timated Co	sts Ashphal	t (Table Abo	ve) and Mar	kings (Table Belo	w)	
,	nt Service O Years nated)	Present Year	Remaining Service Life (Yrs)	Pavement	Present Year Cost (PC) of Pavement Replacement (Mill and Resurface 3/4" Thick)		Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)
From	То		(n)	Quantity Unit Cost (SY) (\$/SY)		(PC)	(FC)	(i)	FCi/((1+i)^n-1)
2012	2032	2024	8	3,582	\$10.00	\$35,822	\$45,995	0.25%	\$5,699

From	То		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	FCi/((1+i)^n-1)
2012	2032	2024	8	3,582	\$2.00	\$7,164	\$9,199	0.25%	\$1,140

Villa Bello



		Es	timated Co	sts Ashphalt	t (Table Abo	ve) and Mar	kings (Table Belo	w)	
,	nt Service) Years ated)	Present Year	Remaining Service Life (Yrs)	Pavement	Pavement Replacement (Mill and I		Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)
From	То		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	FCi/((1+i)^n-1)
2014	2034	2024	10	6,124	\$10.00	\$61,244	\$83,904	0.25%	\$8,296

CDD BOUNDARY

From	То		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	FCi/((1+i)^n-1)
2014	2034	2024	10	6,124	\$2.00	\$12,249	\$16,781	0.25%	\$1,659

Santorini



			Es	timated Co	sts Ashphal	t (Table Abo	ve) and Mar	kings (Table Belo	w)	
	avemen Life (20 Estim		Present Year	Remaining Service Life (Yrs)	Pavement	Present Year Cost (PC) of Pavement Replacement (Mill and Resurface 3/4" Thick)		Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)
F	rom	То		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	FCi/((1+i)^n-1)
2	2008	2028	2024	4	11,180	\$10.00	\$111,800	\$126,110	0.25%	\$31,410

From	То		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	FCi/((1+i)^n-1)
2008	2028	2024	4	11,180	\$2.00	\$22,360	\$25,222	0.25%	\$6,282

Madeira



		Es	timated Co	sts Ashphalt	t (Table Abo	ve) and Mar	kings (Table Belo	w)	
Pavemer Life (20 Estim) Years	Present Year	Remaining Service Life (Yrs)	Pavement	Pavement Replacement (Mill and I		Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)
From	То		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	FCi/((1+i)^n-1)
2006	2026	2024	2	8,774 \$10.00 \$87,740		\$93,004	0.25%	\$46,444	

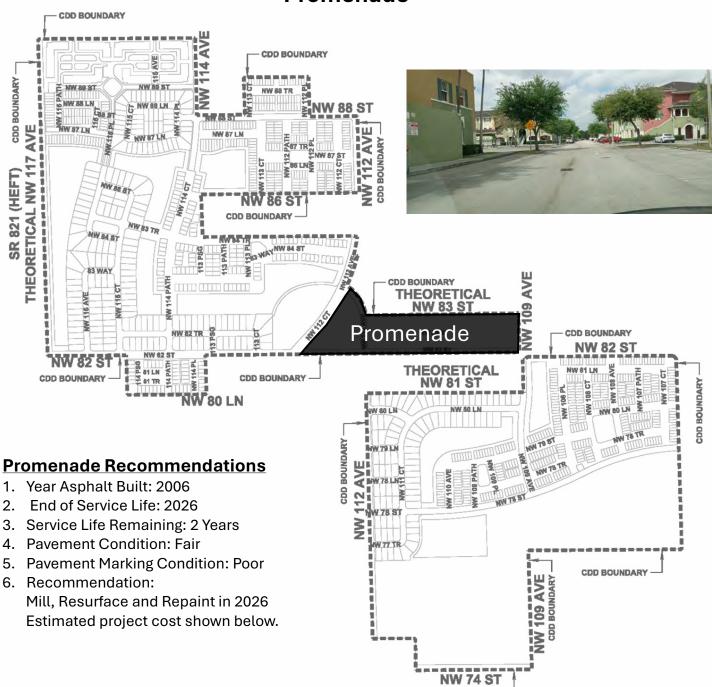
From	То		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	FCi/((1+i)^n-1)
2006	2026	2024	2	8,774	\$2.00	\$17,548	\$18,601	0.25%	\$9,289

Netherlands



		Es	timated Cos	sts Ashphal	t (Table Abo	ve) and Mar	kings (Table Belo	w)	
Life (20	Avement Service Life (20 Years Estimated) Remaining Service Life (Yrs) Remaining Present Year Cost (PC) of Pavement Replacement (Mill and Resurface 3/4" Thick)		Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)				
From	То		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	FCi/((1+i)^n-1)
2006	2026	2024	2	3,120	\$10.00	\$31,200	\$33,072	0.25%	\$16,515
								•	
From	То		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	FCi/((1+i)^n-1)
2006	2026	2024	2	3,120	\$2.00	\$6,240	\$6,614	0.25%	\$3,303

Promenade

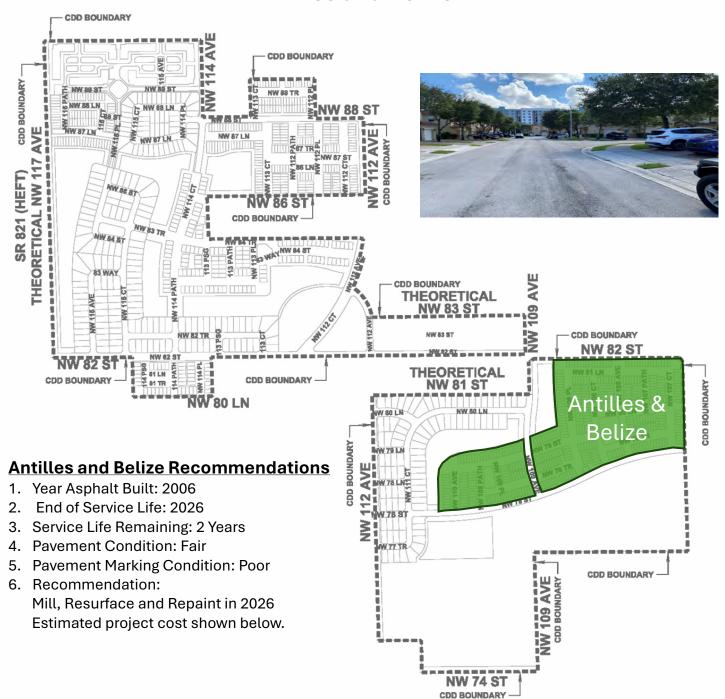


	Estimated Costs Ashphalt (Table Above) and Markings (Table Below)									
Pavement Service Life (20 Years Estimated)		Present Year	Remaining Service Life (Yrs)	Pavement Replacement (Mill and		Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)		
From	То		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	FCi/((1+i)^n-1)	
2006	2026	2024	2	9,678	9,678 \$10.00 \$96,778		\$102,585	0.25%	\$51,228	

CDD BOUNDARY

From	То		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	FCi/((1+i)^n-1)
2006	2026	2024	2	9,678	\$2.00	\$19,356	\$20,517	0.25%	\$10,246

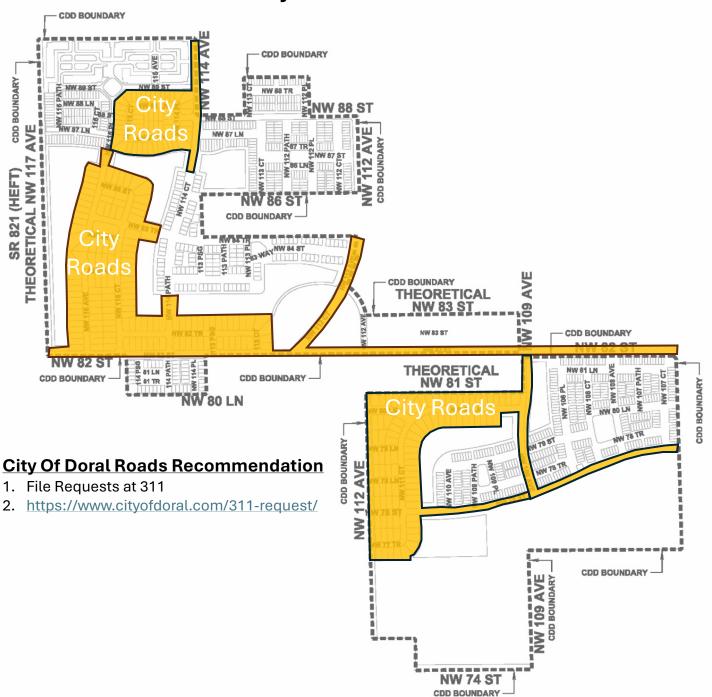
Antilles and Belize



	Estimated Costs Ashphalt (Table Above) and Markings (Table Below)										
Pavement Service Life (20 Years Estimated)		Present Year	Remaining Service Life (Yrs)	e Pavement Replacement (Mill and Resurface 3/4" Thick)		Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)			
From	То		(n)	Quantity (SY)	Unit Cost (\$/SY) (PC)		(FC)	(i)	FCi/((1+i)^n-1)		
2006	2026	2024	2	21,450	21,450 \$10.00 \$214,500		\$227,370	0.25%	\$113,543		

From	То		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	FCi/((1+i)^n-1)
2006	2026	2024	2	21,450	\$2.00	\$42,900	\$45,474	0.25%	\$22,709

City of Doral Roads





To: Board of Supervisors

From: District Management

Date: August 21, 2024

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:

Goals, Objectives and Annual Reporting Form

Islands at Doral III Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes □ No □

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes □ No □

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes □ No □

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes □ No □

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes □ No □

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes □ No □

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes □ No □

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Ach	iev	ed:	Yes		No	
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Islands at Doral III Community Development District Performance Measures/Standards & Annual Reporting Form

Henry Camino Chair/Vice Chair:	Date: September 23, 2024
Print Name: Henry Camino, Chairrman	
Islands at Doral III Community Development District	P .
Ben Quesada	
District Manager: Ben Quesada (Sep 23, 2024 13:29 EDT)	Date: September 23, 2024
Print Name: Ben Quesada, Assistant Secretary	
Islands at Doral III Community Development District	t.

PerformanceMeasures&Standards-IAD3

Final Audit Report 2024-09-24

Created: 2024-09-23

By: Robin Friedman (rfriedman@gmssf.com)

Status: Signed

Transaction ID: CBJCHBCAABAAAk3fvT7XBk7ghqRry5tUnSRueyvEuqdr

"PerformanceMeasures&Standards-IAD3" History

- Document created by Robin Friedman (rfriedman@gmssf.com) 2024-09-23 4:46:28 PM GMT
- Document emailed to Ben Quesada (bquesada@gmssf.com) for signature 2024-09-23 4:46:33 PM GMT
- Email viewed by Ben Quesada (bquesada@gmssf.com) 2024-09-23 - 4:47:33 PM GMT
- Document e-signed by Ben Quesada (bquesada@gmssf.com)
 Signature Date: 2024-09-23 5;29:16 PM GMT Time Source: server
- Document emailed to Henry Camino (furrial@gmail.com) for signature 2024-09-23 5:29:18 PM GMT
- Email viewed by Henry Camino (furrial@gmail.com) 2024-09-24 1:25:48 AM GMT
- Document e-signed by Henry Camino (furrial@gmail.com)
 Signature Date: 2024-09-24 1:27:11 AM GMT Time Source: server
- Agreement completed. 2024-09-24 - 1:27:11 AM GMT

COMMUNITY DEVELOPMENT DISTRICT

Check Register

Date	Check Numbers	Amount
8/15/24	1330-1335	\$15,449.39
9/10/24	1336-1341	\$147,541.46
9/17/24	1342-1343	\$9,518.50
10/15/24	1344-1348	\$109,980.29
10/23/24	1349	\$29,875.00
	TOTAL	\$312,364.64

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/30/24 PAGE 1 ISLANDS AT DORAL III - GF BANK A ISLANDS AT DORAL III

CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
8/15/24 00007	8/07/24 7946 202407 310-51300-	31100	*	7,587.50	
	SVCS THRU 07/19/24	ALVAREZ ENGINEERS, INC.			7,587.50 001330
8/15/24 00005	6/30/24 188406 202406 310-51300-	31500	*	990.00	
	SVCS 06/24	BILLING, COCHRAN, LYLES, MAURO & RAMSE			990.00 001331
8/15/24 00004	7/20/24 85677218 202407 310-51300-	42000	*	19.32	
	DELIVERY THRU 07/11/24	FEDEX			19.32 001332
8/15/24 00032	8/05/24 01038-07 202407 320-53800-		*	486.36	
	SVCS 07/24 8/05/24 74001-07 202407 320-53800-	43000	*	208.38	
	SVCS 07/24 8/05/24 97535-07 202407 320-53800-	43000	*	705.05	
	SVCS 07/24	FPL			1,399.79 001333
8/15/24 00011	8/01/24 245 202408 310-51300- MGMT FEE 08/24	34000	*	3,806.00	
	8/01/24 245 202408 310-51300- RENT 08/24		*	200.00	
	8/01/24 245 202408 310-51300-	35100	*	83.33	
	COMPUTER TIME 08/24 8/01/24 245 202408 310-51300- DISSEMINATION AGENT SVCS	31300	*	100.00	
	8/01/24 245 202408 310-51300- WEBSITE ADMIIN 08/24	35110	*	83.33	
	8/01/24 245 202408 310-51300- POSTAGE & DELIVERY 08/24	42000	*	1.92	
	POSTAGE & DELIVERT 00/24	GOVERNMENTAL MANAGEMENT SERVICES			4,274.58 001334
8/15/24 00045	7/31/24 263691 202407 310-51300- IPL01786630-IPL0178663	48000	*	1,178.20	
	19101/00030-19101/0003	MCCLATCHY COMPANY LLC			1,178.20 001335
9/10/24 00007	9/03/24 7981 202408 310-51300- SVCS 08/24	31100	*	9,962.50	
	50000724	ALVAREZ ENGINEERS, INC.			9,962.50 001336
9/10/24 00005	7/31/24 188959 202407 310-51300- SVCS 07/24		*	500.00	_
		BILLING, COCHRAN, LYLES, MAURO & RAMSE			500.00 001337

ID3 ISLANDS DORAL JWASSERMAN

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/30/24 PAGE 2 ISLANDS AT DORAL III - GF BANK A ISLANDS AT DORAL III

CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# 8	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK
9/10/24 00032	9/05/24 01038-08 202408 320-53800-4	43000	*	487.72	
	SVCS 08/24 9/05/24 74001-08 202408 320-53800-4	43000	*	209.00	
	SVCS 08/24 9/05/24 97535-08 202408 320-53800-4	43000	*	707.14	
	SVCS 08/24	FPL			1,403.86 001338
9/10/24 00011	9/01/24 246 202409 310-51300-	34000	*	3,806.00	
	MGMT FEE 09/24 9/01/24 246 202409 310-51300-4		*	200.00	
	RENT 09/24 9/01/24 246 202409 310-51300-3		*	83.33	
	COMPUTER TIME 09/24 9/01/24 246 202409 310-51300-		*	100.00	
	DISSEMINATION AGENT SVCS 9/01/24 246 202409 310-51300-		*	83.33	
	9/01/24 246 202409 310-51300-4	42000	*	6.21	
	POSTAGE&DELIVERY 09/24	GOVERNMENTAL MANAGEMENT SERVICES			4,278.87 001339
9/10/24 00030	9/10/24 0924 202409 300-20700-3		*	126,430.64	
	TRANSFER TAX RECIPTS	ISLANDS AT DORAL III CDD		1	26,430.64 001340
	9/10/24 092024 202409 300-20700-3			4,965.59	
	TRANSFER TAX RECIPTS	ISLANDS AT DORAL III CDD			4,965.59 001341
	8/31/24 189235 202408 310-51300-3			1,692.50	
	SVCS 08/24	BILLING, COCHRAN, LYLES, MAURO & RAMSE	Ξ		1,692.50 001342
9/17/24 00023	8/23/24 24634 202409 300-15500-3		*	7,826.00	
	RENEW POLICY FY2025	EGIS INSURANCE ADVISORS, LLC			7,826.00 001343
10/15/24 00007	9/30/24 8042 202409 310-51300-3	31100	*	1,595.00	
	SVCS 09/24	ALVAREZ ENGINEERS, INC.			1,595.00 001344
10/15/24 00032	10/03/24 01038-09 202409 320-53800-4		*	487.72	
	SVCS 09/24 10/03/24 74001-09 202409 320-53800-4 SVCS 09/24	43000	*	209.00	

ID3 ISLANDS DORAL JWASSERMAN

AP300R *** CHECK NOS. 001330-001349

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/30/24 PAGE 3

ISLANDS AT DORAL III - GF BANK A ISLANDS AT DORAL III

CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK
10/03/24 97535-09 202409 320-53800- SVCS 09/24	43000	*	707.17	
SVCS 09/24	FPL			1,403.89 001345
10/15/24 00011 10/01/24 247 202410 310-51300-	31400	*	2,000.00	
ASSESSMENT ROLL CERT FY25 10/01/24 248 202410 310-51300- MGMT FEE 10/24		*	4,034.33	
10/01/24 248 202410 310-51300- RENT 10/24	44000	*	200.00	
10/01/24 248 202410 310-51300-	35100	*	83.33	
COMPUTER TIME 10/24 10/01/24 248 202410 310-51300-	31300	*	100.00	
DISSEMINATION AGENT SVCS 10/01/24 248 202410 310-51300-	35110	*	83.33	
WEBSITE ADMIN 10/24 10/01/24 248 202410 310-51300- POSTAGE & DELIVERY 10/24		*	2.76	
	GOVERNMENTAL MANAGEMENT SERVICES			6,503.75 001346
10/15/24 00044 10/15/24 101524 202410 300-15100- TRANSFER FUNDS BANKUNITED	10300	*	100,000.00	
IRANSFER FUNDS BANKUNITEL	ISLANDS AT DORAL III CDD		1	.00,000.00 001347
10/15/24 00045 9/30/24 272050 202409 310-51300-		*	477.65	
IPL01907680-IPL0190768	MCCLATCHY COMPANY LLC			477.65 001348
10/23/24 00046 10/18/24 88 202410 320-53800- 25% PAYMENT 10/18/24	46900	*	29,875.00	
25% PAYMENI 10/18/24	RAPTOR VAC-SYSTEMS			29,875.00 001349
	TOTAL FOR BANK	А	312,364.64	
	TOTAL FOR REGIS	STER	312,364.64	

Community Development District

Unaudited Financial Reporting

September 30, 2024



Table of Contents

1	Balance Sheet
2	General Fund
3	Debt Service Fund Series 2013
4	Debt Service Fund Series 2014
5-6	Month to Month
7	Long Term Debt Report
8	Assessment Receipt Schedule

Community Development District

Balance Sheet September 30, 2024

	General Fund	I	Debt Service Fund	Gove	Totals rnmental Funds
Assets:					
Cash:					
Operating Account	\$ 189,740	\$	-	\$	189,740
Assessments Receivable	11		-		11
Due from General Fund	-		10		10
Investments:					
State Board of Administration - Surplus	16,081		-		16,081
State Board of Administration - Reserves	729,911		-		729,911
<u>Series 2013</u>					
Reserve	-		729,116		729,116
Revenue	-		1,395,130		1,395,130
Series 2014					
Reserve	-		15,000		15,000
Revenue	-		36,094		36,094
General Redemption	-		10		10
Deposits-Electric	1,003		-		1,003
Total Assets	\$ 944,572	\$	2,175,360	\$	3,119,932
Liabilities:					
Accounts Payable	\$ 3,477	\$	-	\$	3,477
Due to Debt Service	10		-		10
Total Liabilities	\$ 3,487	\$	-	\$	3,487
Fund Balance:					
Nonspendable:					
Deposits	\$ 1,003	\$	-	\$	1,003
Restricted for:					
Debt Service	-		2,175,360		2,175,360
Assigned for:					
Capital Reserves	729,911		-		729,911
Unassigned	202,345		-		202,345
Total Fund Balances	\$ 941,086	\$	2,175,360	\$	3,116,446
Total Liabilities & Fund Balance	\$ 944,572	\$	2,175,360	\$	3,119,932

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ended September 30, 2024

	Adopted	Pro	rated Budget		Actual		
	Budget	Throu	igh 09/30/24	Throu	igh 09/30/24		Variance
Revenues:							
Special Assessments - Tax Roll	\$ 98,514	\$	98,514	\$	99,327	\$	813
HOA Contributions	14,250		14,250		11,041		(3,209)
Interest Income	500		500		40,107		39,607
Unassigned Fund Balance	24,714		24,714		-		(24,714)
Total Revenues	\$ 137,978	\$	137,978	\$	150,475	\$	12,497
Expenditures:							
General and Administrative:							
Supervisors Fees	\$ 6,000	\$	6,000	\$	2,800	\$	3,200
FICA Taxes	459		459		214		245
Engineering	13,000		13,000		39,052		(26,052)
Arbitrage Calculation	600		600		600		-
Assessment Roll	-		-		2,000		(2,000)
Attorney	15,000		15,000		8,108		6,893
Dissemination	1,200		1,200		1,200		-
Annual Audit	3,500		3,500		3,500		-
Trustee Fees	10,500		10,500		10,415		85
Management Fees	45,672		45,672		45,672		-
Information Technology	1,000		1,000		1,000		
Website Maintenance	1,000		1,000		1,000		0
Postage and Delivery	250		250		107		143
Printing and Binding	1,000		1,000		1		999
Rentals and Leases	2,400		2,400		2,400		
Insurance General Liability	7,960		7,960		7,525		435
Legal Advertising	750		750		2,057		(1,307)
Other Current Charges	500		500		60		440
Office Supplies	250		250		0		250
Dues, Licenses and Subscriptions	175		175		175		-
Total General and Administrative	\$ 111,216	\$	111,216	\$	127,886	\$	(16,670)
Operations and Maintenance							
Electricity-Madeira	\$ 6,000	\$	6,000	\$	5,850	\$	150
Electricity-Antilles/Belize	14,250	•	14,250		11,041	•	3,209
Contingency	6,512		6,512		-		6,512
Total Operations & Maintenance	\$ 26,762	\$	26,762	\$	16,891	\$	9,871
Total Expenditures	\$ 137,978	\$	137,978	\$	144,777	\$	(6,799)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$	-	\$	5,698	\$	5,698
Fund Balance - Beginning				\$	935,388		
Fund Balance - Ending				\$	941,086		
				-	7.1,000		

Community Development District

Debt Service Fund Series 2013

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ended September 30, 2024

	Adopted	Pro	orated Budget		Actual	
	Budget	Thro	ough 09/30/24	Thro	ugh 09/30/24	Variance
Revenues:						
Special Assessments - Tax Roll	\$ 1,458,233	\$	1,458,233	\$	1,470,269	\$ 12,036
Interest Income	-		-		119,423	119,423
Total Revenues	\$ 1,458,233	\$	1,458,233	\$	1,589,691	\$ 131,458
Expenditures:						
Interest - 11/1	\$ 273,775	\$	273,775	\$	273,775	\$ (0)
Interest - 5/1	273,775		273,775		273,775	(0)
Principal - 5/1	895,000		895,000		895,000	-
Total Expenditures	\$ 1,442,550	\$	1,442,550	\$	1,442,550	\$ (0)
Excess (Deficiency) of Revenues over Expenditures	\$ 15,683	\$	15,683	\$	147,141	\$ 131,458
Net Change in Fund Balance	\$ 15,683	\$	15,683	\$	147,141	\$ 131,458
Fund Balance - Beginning				\$	1,977,114	
Fund Balance - Ending				\$	2,124,255	

Community Development District

Debt Service Fund Series 2014

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ended September 30, 2024

	Adopted	Pror	ated Budget		Actual		
	Budget	Throu	gh 09/30/24	Throu	gh 09/30/24	V	ariance
Revenues:							
Special Assessments - Tax Roll	\$ 57,272	\$	57,272	\$	57,745	\$	473
Interest Income	-		-		2,869		2,869
Total Revenues	\$ 57,272	\$	57,272	\$	60,614	\$	3,342
Expenditures:							
Interest - 11/1	\$ 19,325	\$	19,325	\$	19,325	\$	-
Interest - 5/1	19,325		19,325		19,325		-
Principal - 5/1	19,000		19,000		19,000		-
Total Expenditures	\$ 57,650	\$	57,650	\$	57,650	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$ (378)	\$	(378)	\$	2,964	\$	3,342
Fund Balance - Beginning				\$	48,141		
Fund Balance - Ending				\$	51,105		

Community Development District

Month to Month

		0ct	Nov		Dec		an	Feb	March	April		May		June		July		Aug		Sept		Total
Revenues:																						
Special Assessments - Tax Roll	\$	-	\$ 18,564	\$ 6	64,966	\$ 3,36	5 \$	1,413	\$ 2,477	\$ 3,976	\$	1,503	\$	2,951	\$	111	\$	-	\$	1	\$	99,327
HOA Contributions		932	932		932	93	0	934	934	927		916		858		916		913		916		11,04
Interest Income		3,360	3,288		3,389	3,38	7	3,170	3,388	3,294		3,395		3,308		3,432		3,442		3,254		40,107
Unassigned Fund Balance		-	-		-	-		-	-	-		-		-		-		-		-		
Total Revenues	\$	4,292	\$ 22,784	\$ 6	69,287	\$ 7,68	2 \$	5,517	\$ 6,799	\$ 8,197	\$	5,814	\$	7,118	\$	4,459	\$	4,356	\$	4,171	\$	150,47
Expenditures:																						
General and Administrative:																						
Supervisors Fees	\$	1,000	\$ -	\$	-	\$ -	\$	-	\$ -	\$ -	\$	-	\$	1,000	\$	-	\$	800	\$	-	\$	2,800
FICA Taxes		77	-		-	-		-	-	-		-		77		-		61		-		21
Engineering		1,320	-		-	37	0	-	5,470	-		-		12,747		7,588		9,963		1,595		39,05
Arbitrage Calculation		-	-		-	-		-	-	-		-		600		-		-		-		60
Assessment Roll		2,000	-		-	-		-	-	-		-		-		-		-		-		2,00
Attorney		1,248	500		500	67	8	500	500	500		500		990		500		1,693		-		8,10
Dissemination		100	100		100	10	0	100	100	100		100		100		100		100		100		1,20
Annual Audit		-	-		-	-		3,500	-	-		-		-		-		-		-		3,50
Trustee Fees		-	-		-	-		-	3,556	-		6,860		-		-		-		-		10,41
Management Fees		3,806	3,806		3,806	3,80	6	3,806	3,806	3,806		3,806		3,806		3,806		3,806		3,806		45,67
nformation Technology		83	83		83	8	3	83	83	83		83		83		83		83		83		1,00
Website Maintenance		83	83		83	8	3	83	83	83		83		83		83		83		83		1,00
Postage and Delivery		5	6		40		1	2	7	7		2		2		28		2		6		10
Printing and Binding		-	-		-		1	-	-	-		-		-		-		-		-		
Rentals and Leases		200	200		200	20	0	200	200	200		200		200		200		200		200		2,40
nsurance General Liability		7,525	-		-	-		-	-	-		-		-		-		-		-		7,52
egal Advertising		-	-		-	-		-	-	-		401		-		1,178		-		478		2,05
Other Current Charges		-	-		-	-		-	-	-		60		-		-		-		-		6
Office Supplies		-	-		-	-		-	-	-		-		-		-		0		-		
Dues, Licenses and Subscriptions		175	-		-	-		-	-	-		-		-		-		-		-		17
Total General & Administrative	¢	17,621	\$ 4,778	\$	4,813	\$ 5,32	2 \$	8,275	\$ 13,805	\$ 4,780	.	12,095	¢	19,688	¢	13,566	¢	16,791	¢	6252	¢	127,886

Community Development District

Month to Month

	 Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance													
Electricity-Madeira	\$ 496	\$ 496	\$ 492	\$ 501	\$ 496	\$ 486	\$ 477	\$ 399	\$ 546	\$ 484	\$ 490	\$ 488	5,850
Electricity-Antilles/Belize	932	932	932	930	934	934	927	916	858	916	913	916	11,041
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operations & Maintenance	\$ 1,428	\$ 1,428	\$ 1,424	\$ 1,431	\$ 1,430	\$ 1,420	\$ 1,404	\$ 1,315	\$ 1,404	\$ 1,400	\$ 1,404	\$ 1,404	\$ 16,891
Total Expenditures	\$ 19,049	\$ 6,206	\$ 6,237	\$ 6,754	\$ 9,704	\$ 15,225	\$ 6,183	\$ 13,411	\$ 21,092	\$ 14,966	\$ 18,195	\$ 7,755	\$ 144,777
Excess (Deficiency) of Revenues over Expenditures	\$ (14,757)	\$ 16,578	\$ 63,050	\$ 928	\$ (4,187)	\$ (8,426)	\$ 2,014	\$ (7,596)	\$ (13,975)	\$ (10,507)	\$ (13,839)	\$ (3,585)	\$ 5,698
Net Change in Fund Balance	\$ (14,757)	\$ 16,578	\$ 63,050	\$ 928	\$ (4,187)	\$ (8,426)	\$ 2,014	\$ (7,596)	\$ (13,975)	\$ (10,507)	\$ (13,839)	\$ (3,585)	\$ 5,698

Community Development District

Long Term Debt Report

Series 20	013, Special Assessment Refunding Bonds	
Original Amount:	\$21,150,000	
Interest Rate:	1.125% - 4.125%	
Maturity Date:	May 1, 2014 - May 1, 2035	
Bonds Outstanding - 9/30/23		\$13,525,000
Less:	May 1, 2024 (Mandatory)	(895,000)
Current Bonds Outstanding		\$12,630,000

Se	ries 2014, Special Assessment Bonds	
Original Amount:	\$838,000	
Interest Rate:	4.75% - 5.625%	
Maturity Date:	May 1, 2025 - May 1, 2044	
Bonds Outstanding - 9/30/23		\$705,000
Less:	May 1, 2024 (Mandatory)	(19,000)
Current Bonds Outstanding		\$686,000

Total Current Bonds Outstanding \$13,316,000

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts - Miami-Dade County

 Gross Assessments
 \$ 103,698.88
 \$ 1,534,981.98
 \$ 60,286.72
 \$ 1,698,967.58

 Net Assessments
 \$ 98,513.94
 \$ 1,458,232.88
 \$ 57,272.38
 \$ 1,614,019.20

ON ROLL ASSESSMENTS

				ON ROLL ASS	DESSIMENTS		Allocation in %		6.10%		90.35%		3.55%	100.00%
Date	Description	Gross Amount	Discount/Penalty	Commission	Interest		Net Receipts	08	&M Portion	201	13 Debt Service	201	4 Debt Service	Total
Dute	Description	di 033 Aiilouitt	Discountry Charty	Commission	Interest		Net Receipts		an i oraon	201	. Debt Bei vice	201	1 Debt Bei vice	Totul
11/20/23	11/1/23-11/11/23	\$ 165,019.25	\$ 6,600.95	\$ 1.584.17	\$ -	\$	156,834.13	\$	9,572.59	\$	141,696.38	\$	5,565.15	\$ 156,834.12
11/20/23	6/1/23-11/1/23	16,764.10	711.07	160.53	-	\$	15,892.50		970.02	·	14,358.54		563.93	15,892.49
11/24/23	11/12/23-11/18/23	138,274.52	5,531.15	1,327.44	_	\$	131,415.93		8,021.16		118,731.57		4,663.21	131,415.94
12/08/23	11/19/23-11/30/23	1,086,636.31	43,466.92	10,431.69	_	\$	1,032,737.70		63,034.60		933,057.10		36,646.00	1,032,737.70
12/22/23	12/1/23-12/13/23	33,101.75	1,141.26	319.61	_	\$	31,640.88		1,931.25		28,586.88		1,122.76	31,640.89
01/09/24	12/14/23-12/31/23	57,390.13	1,698.31	556.92	_	\$	55,134.90		3,365.24		49,813.24		1,956.42	55,134.90
02/06/24	1/1/24-1/31/24	22,259.60	473.04	217.87	-	\$	21,568.69		1,316.48		19,486.86		765.35	21,568.69
		22,239.00	4/3.04		4 505 60	-	•		-					•
02/27/24	INTEREST	-	-	-	1,587.68		1,587.68		96.91		1,434.44		56.34	1,587.69
03/08/24	2/1/24-2/29/24	41,322.91	445.67	408.77	-	\$	40,468.47		2,470.05		36,562.42		1,436.00	40,468.47
03/20/24	INTEREST	-	-	-	111.60	\$	111.60		6.81		100.83		3.96	111.60
04/05/24	3/1/24-3/31/24	7,187.38	9.69	71.78	-	\$	7,105.91		433.72		6,420.04		252.15	7,105.91
04/06/24	3/1/24-3/31/24	58,646.98	17.18	586.30	-	\$	58,043.50		3,542.77		52,441.10		2,059.63	58,043.50
5/8/24	INTEREST	\$0.00	\$0.00	\$0.00	\$372.37	\$	372.37		22.73		336.43		13.21	372.37
5/8/24	4/1/24-4/30/24	\$23,934.14	\$0.00	\$239.33	\$554.60	\$	24,249.41		1,480.10		21,908.84		860.47	24,249.41
06/10/24	5/1/24-5/31/24	\$11,725.90	\$0.00	\$117.26	\$336.67	\$	11,945.31		729.10		10,792.34		423.87	11,945.31
06/24/24	TAX CERT SALE	\$35,190.87	\$0.00	\$351.96	\$1,567.79	\$	36,406.70		2,222.13		32,892.70		1,291.87	36,406.70
07/03/24	6/1/24-6/31/24	1,513.74	-	15.14	44.96	\$	1,543.56		94.21		1,394.57		54.77	1,543.55
07/26/24	INTEREST	-	-	-	270.75	\$	270.75		16.53		244.62		9.61	270.76
10/01/24	INTEREST	\$0.00	\$0.00	\$0.00	\$10.83	\$	10.83		0.66		9.78		0.38	10.82
	TOTAL	\$ 1,698,967.58	\$ 60,095.24	\$ 16,388.77	\$4,857.25	\$	1,627,340.82	\$	99,327.06	\$	1,470,268.68	\$	57,745.08	\$ 1,627,340.82

Percent Coll	100.00%
Balance Remaining to Co	-