



***Enclave at Black Point Marina  
Community Development District***

**[www.enclaveatblackpointcdd.com](http://www.enclaveatblackpointcdd.com)**

**James Windley, Chairman**

**Abraham Crocamo, Jr., Vice Chairman**

**Navindra Singh, Assistant Secretary**

**Andrew Jimenez, Assistant Secretary**

**January 8, 2026**

# ***Enclave at Black Point Marina Community Development District***

## **Agenda**

Seat 4: James Windley – (C.)	
Seat 2: Abraham Crocamo, Jr. – (V.C.)	
Seat 3: Open Seat	
Seat 5: Navindra Singh – (A.S.)	
Seat 1: Andrew Jimenez – (A.S.)	

**Thursday  
January 8, 2026  
7:30 p.m.**

**Cornerstone Methodist Church  
20740 Old Cutler Road, Cutler Bay, Florida 33189**

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**Meeting ID: 277 714 610 329 24 and Passcode: Mw2Jj92d  
1 872-240-4685 and Phone Conference ID: 244 037 92#**

1. Roll Call
2. Organizational Matters
  - A. Consideration of Appointment of Supervisor(s) to Fill Unexpired Term(s) of Office – Seat #3 (11/2028)
  - B. Oath of Office for Newly Appointed Supervisor(s) – **Page 4**
  - C. Election of Officer(s)
3. Approval of Minutes of the June 12, 2025 Meeting – **Page 5**
4. Consideration of **Resolution #2026-01** Appoint Jesus Lorenzo as Assistant Secretary – **Page 27**
5. Ratification of:
  - A. Small Project Agreement (Pressure Cleaning 2025) with People’s Choice Pressure Cleaning, Inc. – **Page 28**
  - B. Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2025 – **Page 44**
6. Staff Reports
  - A. Attorney – Memorandum – 2025 Legislative Update – **Page 49**
  - B. Engineer – District Engineer’s Report for Fiscal Year 2025-2026 – **Page 53**
  - C. Field Manager
    - 1) Monthly Report – **Page 57**
    - 2) Discussion of Fountain & Lake Maintenance
    - 3) Ratification of Proposal for New Palm Tree Installation with Tony’s Nursery & Garden Svc. Corp. – **Page 86**

4) Ratification of Mulching Schedule

D. Manager

- 1) Reminder to Complete Annual Ethics Training by December 31, 2025
- 2) Final Approval of the FY2024 – FY2025 Report Performance Measures and Standards – **Page 87**

7. Financial Reports

A. Approval of Check Register – **Page 92**

B. Acceptance of Unaudited Financials – **Page 101**

8. Supervisors Requests and Audience Comments

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.enclaveatblackpointcdd.com>***

# *Oath of Office*

I, \_\_\_\_\_ a resident of the State of Florida and citizen of the United States of America, and being a Supervisor of the **Enclave at Black Point Marina Community Development District** and a recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me in the office of Supervisor of the \_\_\_\_\_ **Community Development District**, \_\_\_\_\_ **County, Florida**.

**Signature** \_\_\_\_\_

**Home Address** \_\_\_\_\_

\_\_\_\_\_

**County of Residence:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ whose signature appears hereinabove.

\_\_\_\_\_  
Notary Public State of Florida

\_\_\_\_\_  
Print Name

My Commission expires

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_

Type of identification \_\_\_\_\_

**MINUTES OF MEETING  
ENCLAVE AT BLACK POINT MARINA  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Enclave at Black Point Marina Community Development District was held on Thursday, June 12, 2025, at 7:30 p.m. at 20740 Old Cutler Road, Cutler Bay, Florida.

Present and constituting a quorum were:

James Windley  
Abraham Crocamo, Jr.  
Navindra Singh

Chairman  
Vice Chairman  
Assistant Secretary

Also present were:

Juliana Duque  
Jesus Lorenzo  
Gregory George  
Gabriella Fernandez  
Several Residents

District Manager  
Governmental Management Services  
District Counsel  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Duque called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Organizational Matters**

**A. Consideration of Appointment of Supervisor(s) to Fill Unexpired Term(s) of Office – Seat #3 (11/2028)**

**B. Oath of Office for Newly Appointed Supervisor(s)**

**C. Election of Officer(s)**

Ms. Duque: Let's move forward to our next item which is the organizational matters, and I would like to remind the Board of Supervisors that we have an open seat for the unexpired term of office seat #3, which expires in November, 2028 is the term of the seat. Do I have any direction from the Board at this moment?

Mr. Crocamo: None, whatsoever.

Ms. Duque: Since no comments have been received, I recommend we table this item. If the Board hears from anyone in the community who is interested in joining, we have an open seat. Individuals can present their interest directly to me or speak with any Board member, who will then communicate with me. That covers it

### **THIRD ORDER OF BUSINESS**

#### **Approval of Minutes of the March 13, 2025 Meeting**

Ms. Duque: Let's move forward with the approval of the minutes of the March 13, 2025 meeting. This is the moment to present any additions, corrections or deletions. If there are none, a motion to approve them will take place.

On MOTION by Mr. Windley seconded by Mr. Crocamo with all in favor, the Minutes of the March 13, 2025 Meeting were approved.

### **FOURTH ORDER OF BUSINESS**

#### **Public Hearing to Adopt the Fiscal Year 2026 Budget**

##### **A. Motion to Open the Public Hearing**

Ms. Duque: Let's move to the next item, so I request a motion from the Board to open the hearing for the adoption of the fiscal year 2026 budget.

On MOTION by Mr. Windley seconded by Mr. Crocamo with all in favor, opening the Public Hearing was approved.

##### **B. Public Comment and Discussion**

Ms. Duque: As a reminder, the proposed fiscal year budget was reviewed and discussed during our meeting on March 13, 2025. At this time, I'd like to invite any public comment or discussion. Hearing none, and for the benefit of residents attending today, your budget consists of two components: the debt assessment, which is linked to your Series 2017 bonds (originally from 2007, refinanced in 2017), and the O&M portion. For fiscal year 2026, the O&M portion will increase by \$207.05 per year, which translates to a \$17 monthly increase. Since there are no further comments from the public or Board, I want to note that I did receive and correspond via email with Juliana Onyose, and I will include her comments and point of view about the

increase in the record for today's meeting; she does not agree with the increase, and I will ensure the Board of Supervisors receives her feedback.

Ms. Lebrono: Ok, so now I can speak about that.

Ms. Duque: Yes, you can.

Ms. Lebrono: Ok.

Ms. Duque: So, If you have any comments, please state your name for the record—the meeting is being recorded.

Ms. Lebrono: Ok, my name is Monica Lebrono and I just wanted to know what are the reasons for that increase, the \$207.05?

Ms. Duque: Ok, so really fast, when we presented the budget in March, there were two options presented to the Board, option 1 showed an increase of \$207.05, and that was using 50% of the carried forward of the prior fiscal year, meaning the money that hasn't been used for any reason, we were allocating 100% of that amount to pretty much compensate and do not increase because that had been the direction from the Board, do not increase the assessments but, sadly we cannot continue doing that because as you know we have inflation, all of the contracts, different vendors they provided for certain increases that we either have under our current contracts or that they would request to the Board of Supervisors to increase an additional amount to repairs and maintenance within your District. So, it came to a point that the District does not have any money allocated for additional expenses, let's say if a hurricane comes, or anything comes to the District, we do not have any funds budgeted out of reserves, so what we'll be using, as I just mentioned every year is that carried forward amount. So, option 1 was to pretty much do not use any carried forward and continue building that carried forward under our reserve account, and option 2 was use 50% of that carried forward and pretty much as you just said, it compensates that amount. The Board decided to go with the 50% instead of the 100% but, the bottom line is you have to do it. You're going to be seeing during our discussion today the fountain for the first lake the motor needs to be replaced, and we'll discuss that but, just to give you a little overview of our current budget. Our fiscal year starts October 1st and ends September 30th, so that's the fiscal year, so we're pretty much in the middle of our year, let's put it that way, and as of today we have under our contingency amount \$30,000 and we have used

already \$20,000, that's the only amount that we can allocate for repairs and maintenance, if the fountain needs additional work we have to fund it, all of that will come from that line item. Each specific line item is being described in your budget and you can also see the complete budget on your webpage and the description of each line item. The bottom line is we do not have additional money or additional reserves for the District, that's the main concern, and each year eating your carry forward is not a good practice, it's going to come to a point that instead of you being assessed \$207 per se, it could be a one-time deal of \$1,000. So, we discussed that with the Board and the Board decided, they also mentioned during that meeting that the HOA would probably increase fees, so they said at this moment we believe we should use 50% of that carry forward and increase a little bit and that was the \$17 per month. To recap quickly, back in March, we presented two budget options to the Board. Option 1 included a \$207.05 increase, based on using 50% of the prior year's carry-forward funds. The Board's direction in previous years was to avoid raising assessments, so we had been using all available carry-forward to offset increases. However, with inflation and contract obligations, vendors requesting more for repairs and maintenance, we've reached a point where there's no money allocated for unexpected expenses, such as emergencies. Relying exclusively on the carry-forward is no longer sustainable, so Option 1 would have built those reserves instead of using them all, while Option 2 proposed using 50% of the carry-forward funds for a more moderate adjustment. The Board chose Option 2, which will mean a \$207 annual increase, or about \$17 per month. As of today, we have \$30,000 in our contingency, of which \$20,000 is already committed, and this is the only funding available for repairs, like the motor replacement for the lake fountain we'll be discussing today. All specific budget line items are described in your packet and on our website. The main concern is that the District has no additional reserves, and continuing to use the carry-forward year after year is risky; someday this could result in a much larger one-time assessment. After discussion, the Board agreed to use 50% of

the carry-forward, with a modest increase. HOA fees may rise as well, but this approach seemed most responsible at this time.

Ms. Lebrono: And that's \$207 is what we'll pay for this year.

Ms. Duque: Additional, yes.

Ms. Lebrono: Additional in our taxes and that's due to inflation basically.

Ms. Duque: Yes, pretty much.

Ms. Lebrono: Ok, and those for example, the motor on the fountain who is the person that is in charge to get different quotes to get competitive pricing or looks out for our budget?

Ms. Duque: We are, so GMS is the management company of the District. When working on budgets, we project expenses by comparing current fiscal year expenditures with previous years, considering the community's needs, the age and condition of infrastructure like the fountain, and the frequency of repairs. Our process includes reviewing all vendor contracts for increases and soliciting quotes from multiple vendors to ensure competitive pricing and value for the District.

Ms. Lebrono: Can you share that with us?

Ms. Duque: Our meetings are open to the public, and all information discussed is available on our website, look at the bottom of the agenda for the link. There you'll find financials, agenda packages, minutes, and everything related to these meetings.

Ms. Lebrono: Ok, and for example the problems that you guys have discussed with replacing the motor, you guys say, hey this is the three quotes that we got.

Ms. Duque: Yes, we discuss these matters during the meeting. Sometimes we continue working with the same vendor because they installed the fountain or can assist us with warranty issues, or simply due to our ongoing relationship; they consistently offer the best price and service.

Ms. Lebrono: Ok, so for example the next meeting you guys present it?

Ms. Duque: Correct, it's required by law. Our District does not operate like an HOA, there isn't a single person, such as a president, who can make decisions and direct the property manager to proceed on certain matters. We do not function that way.

Ms. Lebrono: Ok.

Ms. Duque: We hold public meetings every other month to address community needs, and if an emergency arises, we notify the Supervisors and advertise the meeting as required, this includes placing a notice in the newspaper. During these meetings, we discuss the relevant agenda items; for example, today's agenda includes the fountain, and we'll be reviewing the quote provided by the installer.

Ms. Lebrono: Ok, so \$1,100 and something, is that assessment is the difference from the \$207?

Ms. Duque: Let me clarify how this works. Your budget is made up of two parts: the debt portion and the O&M (operations and maintenance) portion. The debt portion relates to bonds that were issued and is a fixed amount, principal and interest payments do not change from year to year. For fiscal year 2026, this amount is \$976.59. The O&M portion, on the other hand, can be adjusted by the Board based on the needs of the community. Last year, the O&M was \$920; for this year, it is \$1,176.46, which reflects the \$207 increase. Combining both components, your total property tax for fiscal year 2026 will be \$2,153.05. The additional \$207 is an increase for the next fiscal year. The cost to repair the fountain will come from the general fund, which was already allocated as part of your adopted FY 2025 budget.

Ms. Lebrono: Ok.

Ms. Duque: The only increase is to the O&M portion; the debt amount cannot be changed.

Ms. Lebrono: Ok, so that's the difference between the \$900 and the \$1,000 something.

Ms. Duque: That's right, and the letter I sent to the community explains that the proposed fiscal year 2026 includes an annual increase of \$207, not a \$1,000 increase.

Ms. Lebrono: Ok, and then next year it could be different.

Ms. Duque: It could increase or decrease depending on our financial situation. The main goal is to gradually build up a reserve fund, which currently does not exist.

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

Ms. Duque: No, that's not the case. The intent is to gradually build up reserves year after year rather than relying on carrying forward surplus funds. That's essentially the reason for this increase.

Ms. Lebrono: I think it's a good item in my opinion, the 50/50 option, that's one of the reason why I personally don't have an escrow account because I don't want the bank to be eating up thousands of dollars.

Ms. Duque: So, your taxes are paid all at once.

Ms. Lebrono: Exactly.

Ms. Duque: Do I have any other questions?

Mr. Crocamo: But if you look at the last time, the reason we went to \$17, it was \$17 instead of \$32, and that's why we went with the 50% on that, to lower it.

Ms. Lebrono: Ok.

A resident: And where are the reserves held, is there like an ideal savings account?

Ms. Duque: No, that's not how it works. We maintain a general account where all District funds are received. Miami-Dade County collects the money and then transfers it to our bank account, which we use to pay vendors.

Ms. Lebrono: And what is the interest on the bonds?

Ms. Duque: Let me check right now, I'm going to tell you right now.

Ms. Lebrono: Ok, is it fixed?

Ms. Duque: It is fixed.

Ms. Lebrono: Ok, great.

Ms. Duque: The interest on the bonds is one thing, it's set at 3.250% right now. Separately, the District can earn interest by depositing funds in a state account. That earned interest is reflected as revenue in your budget, and as of today, totals \$5,284.

Ms. Lebrono: Ok, and what is the balance?

Ms. Duque: What do you mean what's the balance?

A resident: Ok, so that's the debit service?

Ms. Duque: No, that amount reflects the interest income earned as of May 31, 2025: \$5,284. These are projected figures, and the interest rate may change. By the end of fiscal year 2025, we expect to reach \$7,926 in interest income, but that's still not

sufficient, these funds accumulate gradually. For example, the fountain repair we're discussing costs over \$3,500.

Ms. Lebrono: Ok, and I want to ask you, the interest rate that the bond is getting?

Ms. Duque: The bonds themselves do not earn interest. When referencing bond interest, it's the interest charged when the bonds were issued, currently at 3.250%, which will adjust to 3.5% starting May 1, 2026. While the bond's payment amount is fixed, meaning the same amount is paid every year, the interest rate is not always fixed, especially after refinancing in 2017. These bonds are issued for a 30-year term, and the principal repayment stays the same; only the interest rate is subject to change based on the issuance terms. This detail is outlined on page 1 of the bond documentation, which can be provided on request.

Ms. Lebrono: Ok.

Ms. Duque: In summary, this means the interest rate is set and will not change, so, for example, the rate in 2037 will be 4%, and that will remain fixed. The annual payment amount also stays the same, and all these details were established when the bonds were refinanced.

Ms. Lebrono: Oh, ok.

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

Ms. Duque: All of this information is available on your webpage. For example, you can see the payment amounts and the bond maturity date, May 1, 2037, which marks when you'll finish paying the debt portion of your budget.

Ms. Lebrono: (inaudible comment)

Ms. Duque: Yes, unless the debt portion of the bonds is paid off early. There are two main approaches: paying now can lower taxes going forward, which makes sense for someone planning to stay until at least 2037. Otherwise, for those unsure of their long-term plans, gradual payments may be preferable.

Ms. Lebrono: Yes.

Ms. Duque: To keep things moving, I'll provide you with all the relevant information. I'll give you my business card, and you're welcome to call me so I

can walk you through the District's financials and answer any questions about the bonds.

Ms. Lebrono: Thank you.

**C. Consideration of Resolution #2025-07 Annual Appropriation Resolution**

Ms. Duque: With no further comments or questions, let's proceed to the next agenda item: consideration of resolution #2025-07, the annual appropriation resolution. This resolution formally adopts the proposed budget as the District's official budget. A motion to approve resolution #2025-07 will now be made.

On MOTION by Mr. Crocamo seconded by Mr. Windley with all in favor, Resolution #2025-07 the Annual Appropriation Resolution was approved.

**D. Consideration of Resolution #2025-08 Levy of Non Ad Valorem Assessments**

Ms. Duque: Let's move forward to the next item: resolution #2025-08, which concerns the levy of Non Ad Valorem Assessments. This resolution authorizes the District to place these assessments on the Miami-Dade County tax roll. I now request a motion from the Board to approve resolution #2025-08.

On MOTION by Mr. Windley seconded by Mr. Crocamo with all in favor, Resolution #2025-08 Levy of Non Ad Valorem Assessments was approved.

**E. Motion to Close the Public Hearing**

Ms. Duque: A motion to close the public hearing will take place.

On MOTION by Mr. Windley seconded by Mr. Crocamo with all in favor, closing the Public Hearing was approved.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

Ms. Duque: Let's move forward to staff reports, attorney.

**A. Attorney**

Mr. George: Nothing new to report, you were already introduced to Gabriella, she may be taking over for me, and I already let you guys know that I'm moving to Kentucky so this is my last meeting with you all, it's been a pleasure, and that's all we really have for you all today. Do you want to introduce yourself?

Ms. Fernandez: Hi everyone, I'm Gabriella Fernandez and I'm probably going to be here next meeting, and I won't be moving to Kentucky, so I'll be available to help with whatever you guys need. Thank you.

Ms. Duque: Thank you, welcome.

### **B. Engineer**

Ms. Duque: Let's move forward, we don't have any additional report under the engineer's report.

### **C. Field Manager - Monthly Report**

Ms. Duque: Let's move forward with the field manager report, Jesus.

Mr. Lorenzo: So, moving on to page 40 you'll see the field report. On page 41 you'll see some of the irrigation repairs that were completed. In addition to these irrigation repairs I know that we discussed this during previous meetings that the outlets were getting wet from the rain, so those were adjusted by the irrigation people so that's done, and you'll see that in my next report. Moving to page 43 you'll see some of the debris that was spread throughout the District, and even the HOA did some work on the areas in the HOA and were assured to take care of the District areas in a timely manner, pretty much the next day after that storm several weeks ago. The annuals are doing well, you'll see them thriving at the entrance on the roundabout. Moving forward to page 44, that small palm tree that will be removed during the next service because it's growing so before it gets too tall it will be removed. Then moving on to the lakes and fountains on page 45 you'll see the services that were done for the lake, everything is good with the lake. We're making sure that the easements are taking care of as well on page 46, as well as that little section on the Crystal Cay side. On page 47 you'll see that fountain #1 is not working and I passed out a quote from Hall Fountains who's been the fountain company that you guys have been using. So, they came out and inspected, we had the electrician take a look at it, and every time it was turned back on

manually it was tripping the breaker so we had a company out and they came out on Tuesday, and this is the email that they sent us, the water was tested yesterday and they gave us a short to ground which is an indication of a motor failure. This motor was installed in January of last year so unfortunately, it is not under the 1 year warranty. The cause of failure most likely due to over heating which can be caused by the water temperatures or reduced circulation over the motor. The last failure was due to reduced water flow, and they didn't determine that until they disassembled the current fountain, and so I won't be able to see more details until we disassemble our fountain, so you have a quote before you for another fountain.

Ms. Duque: The motor, not the fountain.

Mr. Lorenzo: Right, the motor, so it's 3 horsepower, 4" in diameter, the same as what you have currently, which will be \$3,543.84.

Ms. Duque: This is one of the items we discussed at our last meeting—the same company, which has consistently offered favorable prices and service. The quoted amount is \$3,543.84. As per your direction, I request a motion from the Board to proceed with this item.

On MOTION by Mr. Windley, seconded by Mr. Singh, with all in favor, accepting the proposal from Hall Fountains in the amount of \$3,543.84 for a new motor for fountain #1 was approved.

Mr. Lorenzo: Moving on to page 48, you see the brackets for the color changing lights at the main entrance were repaired, and intact, and then we reported on page 49 some of the missing decorative rock on the exit side of the monument was reported to the HOA.

Ms. Duque: Just to inform the Board, these issues were reported on June 3rd by Jesus to your HOA. I received an email from your HOA yesterday asking for the CDD to repair it. As I explained to them, the monuments are not the responsibility of the CDD, this repair should be handled by your HOA

Mr. Crocamo: Ok.

Mr. Lorenzo: Are there any questions or concerns for me?

Mr. Crocamo: No.

Mr. Singh: Just so everybody is clear on the sprinklers, the timing of them on the lakes and around the circle and the park area, they've been staying on until 9:00 p.m.

Mr. Crocamo: Yes, I drove by the park, I saw it yesterday turned on until like 9:00 o'clock or 9:30, it was on for a while.

Mr. Singh: And all the cars coming through were getting wet going through the sprinklers.

Ms. Duque: Ok, so we'll make sure they change the timing.

Mr. Crocamo: Yes, that started the other day when they did the repair.

Ms. Duque: Ok, so maybe they did the repair but they didn't check on the timer, so we'll make sure we address that, thank you Navindra.

Mr. Singh: Ok.

Mr. Lorenzo: Anything else for me on the field?

Mr. Crocamo: No sir, thank you.

Mr. Singh: Then do you want to talk about this mulch situation, and decide what we're going to do with it? I mean the HOA side, we had a meeting about possibly changing the schedule, and having the mulch replaced after rainy season or maybe once a year instead of twice a year, so to see if you want to do the same or find an alternative replacement because the drains are getting clogged up and the streets are getting flooded, and literally that was put down a week before that big storm and that's why everything got all over the place.

Mr. Windley: I think it's one of those things that maybe we should reach out to the community because I think that mulch is a waste because it clogs the drains and when it rains all of it gets pushed up in my garage, and I have to push the mulch back from the garage, so that might be an alternative, instead of putting down mulch because again, at the risk of repeating myself, the mulch goes down, it rains, it gets washed away, so it's like we're wasting money.

Mr. Crocamo: I know they've talked about in the past of rock, now I know rock is going to be like 5 times the price of mulch.

Ms. Duque: I want to remind the Board that we recently increased assessments to maintain our current operations. Two important points: first, we can contact the

landscaper, but we'll need to coordinate with the HOA regarding installation schedules. Second, if there are plans to switch from mulch to rocks, the District is responsible for mulching the entrance median and roundabout, and changing those areas will be a significant expense.

Mr. Crocamo: Oh yes, that's going to be big time.

Ms. Duque: We can definitely reach out to the vendor. Do you have an estimated installation timeline from the HOA for when you plan to start?

Mr. Singh: Yes, that was put down in May, and then that storm that came in, so probably May or April.

Ms. Duque: No, but regarding the HOA's schedule, do you have an estimated timeframe for when installation is planned

Mr. Singh: Probably in October.

Ms. Duque: So, you want to do it only once in October, that's it?

Mr. Singh: Yes, for the holiday season.

Ms. Duque: And that's I guess, from the direction from the entire Board?

Mr. Singh: No, it was a discussion.

Mr. Windley: Yes, and we could eventually discuss it because the rainy season runs from September and October.

Mr. Singh: It starts in May and it's supposed to end in November.

Mr. Crocamo: I know we're talking about moving it to only one time a year but, I know in the past we've had meetings in the community and the people were like, well you know the mulch looks really light, so maybe we need to get an extra mulching, and I've seen that from the Board before, and they were like, we used to get mulch three times a year, and I know that they brought it down to two, so you bring it down to one, it's going to look good during the holidays, and then it's going to look like it's dead the entire neighborhood all the way until you go back to November or October when you're going to do it again.

Mr. Singh: So, our mulching is like for the HOA it's like \$3,500, so we're looking at \$7,000 for the year, and maybe we can get everything from the CDD side to see if we could go with a heavier mulch and just do it once a year.

Ms. Duque: No, but we need to be careful, not to exceed 2 inches of mulch. While mulch is beneficial around plants, too much can be detrimental to surrounding areas.

Mr. Crocamo: You could suffocate it, too, you can't put too much down.

Ms. Duque: And applying a lot of mulch doesn't guarantee it will always look good; in fact, excessive mulch can actually harm plants and the overall landscape appearance.

Mr. Singh: But suppose he puts down when you guys do the annuals, when you do the exchanging of the flowers.

Ms. Duque: I think we had one in between for the annuals, too.

Mr. Crocamo: Right, because they don't change the annuals only once a year, they change the annuals three times a year.

Ms. Duque: So, I think the one that in the middle is the one that we do not mulch those.

Mr. Singh: So, maybe we can just adjust the schedule for now.

Ms. Duque: And adjust the schedule, meaning what?

Mr. Singh: Start putting it down in May, or when does the CDD put it down?

Ms. Duque: I think it was April.

Mr. Crocamo: Yes, April.

Mr. Singh: Ok.

Mr. Lorenzo: So, right now we're doing it in April, and right before the holidays, in like October or November.

Mr. Singh: So, maybe October and March?

Ms. Duque: Is that also what the HOA is planning to do? I just want to make sure our community landscaping remains consistent.

Mr. Singh: Yes.

Mr. Crocamo: Well, you want to make sure that they're both doing the mulch at the same time, you're not going to have like brand new mulch in one area and not in the other.

Ms. Duque: Since the topic is already on the table, it would be best for the HOA to determine the most suitable approach and let the CDD know once a decision is

made. My concern is that the HOA typically handles mulching in front of homes, which is most visible to residents.

Mr. Singh: That's why I'm bringing it up in the CDD meeting.

Ms. Duque: No, but that's what I'm saying.

Mr. Singh: Because we're leaving it up to the CDD now to adjust the schedule and the HOA will follow.

Ms. Duque: So, you'd like to go about it the other way around?

Mr. Singh: Yes.

Ms. Duque: Ok.

Mr. Singh: Because most of the mulching is done by the CDD, in the common areas in front of the homes.

Ms. Duque: No, we don't perform landscaping or mulching in front of the homes.

Mr. Crocamo: No, they don't do it, the HOA does the front of the homes, they only do the common areas.

Ms. Duque: Easements and right-of-ways are not managed by the CDD, although we have discussed this issue many times.

Mr. Crocamo: Right, the CDD does not do the front of the homes, that's all HOA.

Ms. Duque: We are not responsible for sidewalks, roads, the drainage system, or for mulching trees located in the right-of-way, the area between the road and the sidewalk, those are not within the CDD's responsibilities.

Mr. Crocamo: That's all HOA that puts it in front of our houses.

Mr. Singh: Ok.

Ms. Duque: That's what I mean, residents notice changes more on the HOA side, since they see and experience those areas every day, especially when entering their home or just driving by and noticing the differences.

Singh: Ok, so I'm going to continue with that schedule on the CDD side and the HOA is going to follow.

Mr. Windley: Ok, so we'll take a look at when the CDD does it and then the HOA will follow.

Mr. Singh: Yes.

Ms. Duque: Correct, ok.

Mr. Singh: So, it's up to you but instead of April, move it up to March so it's down and then October.

Ms. Duque: I apologize for any interruptions. To the residents, talking, the meetings are recorded, and here's how it works: the Board will need to give direction on that specific item. Towards the end of the meeting, we'll have a time for Supervisor comments and audience comments, and your item will be reviewed then.

A resident: Ok.

Ms. Duque: Thank you, go ahead Navindra.

Mr. Singh: Yes, so if you guys do that in October or November, just give us the details, the HOA the dates, and then they can match it up.

Mr. Lorenzo: So, you guys want March, instead of April?

Mr. Crocamo: My thing is, if you're going to do March and you're due in November or October, you're going to be mulching 4 ½ 5 months after and then you're going to have 7 months with the other mulch, so that's why I think we were doing October and April because the reason we were doing April you splitting it every 6 months.

Ms. Duque: To clarify, we recently experienced an unusually heavy rainfall, about 8 inches, which is not typical for every season. Unless we're faced with hurricane conditions, events like this are rare and not at all like last year's exceptional 50-year storm event; it's far from normal.

Mr. Crocamo: And we actually had rain that hit heavy at two separate times, and they came in, the first time everybody thought, oh my God it's the drainage, so 311 came out the next day and they cleaned that drain, and 7 or 8 days later we had another hard rain that came hard like that and guess what the drains were clean and it flooded again, it's because the amount of rain that came down, we got in the last 5 hours we got the amount of rain that we were supposed to get in 2 to 3 days because that was right after the rain stopped, it drained out, it flooded but then it drained out immediately after, and if you noticed, it flooded but a few hours later the trees were empty.

Ms. Duque: And that's important.

Mr. Crocamo: Right, so it was the amount of rain we got at one time.

Ms. Duque: After visiting the area post-rain, it's clear your concern doesn't fall under the CDD; the mulch from the beds shifted onto softer grass, but the real issue is the HOA mulch placed on swales, which can wash into the drainage system. For the CDD, consistency is important, but the HOA should consider how and when mulch is applied to avoid creating drainage problems. Please let us know how you'd like to proceed.

Mr. Crocamo: I mean, do you guys want to go March, we can go March and then go October?

Mr. Windley: Again, we did say the rain we had was a huge one.

Mr. Crocamo: Right, it wasn't a regular rain, you had a lot of rain in a very short time, that's why the streets flooded.

Ms. Duque: And it was not only your community.

Mr. Crocamo: Right, it was everywhere.

Mr. Windley: So, let's do this, October and March, and hope that we really won't get that much rain again.

Ms. Duque: Ok, so we have direction from the Board, right?

Mr. Crocamo: Yes.

Ms. Duque: Ok, Jesus, let's review the agreement to see if any changes or amendments are needed.

Mr. Lorenzo: Ok.

Ms. Duque: Ok, so we'll look into it.

Mr. Singh: So more towards the end of March I think.

Mr. Lorenzo: Ok.

Ms. Duque: There is a new, stricter Miami-Dade County resolution on drainage system maintenance. My recommendation is to consult your HOA property manager, who can review the resolution details ensuring full compliance.

Mr. Singh: Ok.

Mr. Singh: Even though the roads are county owned, the drainage still falls under the HOA.

Ms. Duque: I'm not certain, but as far as I know, Navindra, it's not the CDD's responsibility. I believe your HOA is the responsible party.

Mr. Singh: And then when we call the councilman he said it was the CDD because the roads are owned by the CDD.

Ms. Duque: Again, just for the record, drainage system is not the CDD responsibility, the District does not own the roads within your community.

**D. Manager**

**1) Number of Registered Voters in the District – 585**

**2) Consideration of Proposed Fiscal Year 2026 Meeting Schedule**

**3) Discussion of Financial Disclosure Report from the Commission on Ethics and Reminder to File Annual Form**

Ms. Duque: Moving on to the manager's report: I would like to inform the Board of Supervisors that there are currently 585 registered voters residing in the District, as required by Florida Statutes. Next on the agenda is consideration of the proposed fiscal year 2026 meeting schedule. Meetings will be held every other month, on the same day and at the same time, at Cornerstone Methodist Church, 20740 Old Cutler Road, Cutler Bay, Florida 33189. Unless the Board wishes to make changes, I will request a motion to approve the schedule as presented.

Mr. Singh: Why are some of the dates blue?

Ms. Duque: Because it might conflict with a holiday, meeting dates are sometimes changed to avoid those conflicts.

Mr. Singh: Ok.

Ms. Duque: So, I will need a motion from the Board at this moment unless there are any changes.

On MOTION by Mr. Windley seconded by Mr. Crocamo with all in favor, accepting the proposed Fiscal Year 2026 Meeting Schedule was approved.

Ms. Duque: Let's move on to the financial disclosure report from the Commission on Ethics and the annual reminder about Form 1. Board members are required to file Form 1, the Statement of Financial Interests, electronically with the Florida Commission on Ethics. You should have received an email from the Commission with instructions to register and submit the form online. If you haven't

registered yet, I can assist you: simply log in, click on the folder, and they will send you a code to complete your filing

Mr. Crocamo: We got it last month, right?

Ms. Duque: If you haven't filed yet, it's important to do so because the deadline is July 1st. There's a grace period until September 1st, but if the disclosure isn't filed or postmarked by then, a fine of \$25 per day will be imposed, up to a maximum of \$1,500

Mr. Crocamo: Right.

Ms. Duque: So, the recent report that I have, none of you have filed.

Mr. Crocamo: Right.

Mr. Windley: So, we did this in 2024.

Ms. Duque: Yes, you did it for 2024. Then the second item is remember you also need to do the ethics training by the end of this year, by December 31st. So, what I'm going to do is I am going to follow up.

Mr. Crocamo: Right, we did it last year, but we have to do it every year.

Ms. Duque: Correct, you completed it for 2024. The next item is to remember that ethics training must also be done by December 31st this year.

Mr. Crocamo: Perfect.

## **SIXTH ORDER OF BUSINESS**

### **Financial Reports**

#### **A. Approval of Check Register**

#### **B. Acceptance of Unaudited Financials**

Ms. Duque: Ok, let's move forward to the financial reports. Tab A is the approval of the check register, and Tab B is the acceptance of the unaudited financials. Unless there are any questions, a motion to approve them will take place.

On MOTION by Mr. Windley seconded by Mr. Crocamo with all in favor, the Check Register and the Unaudited Financials were approved.
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## **SEVENTH ORDER OF BUSINESS**

### **Supervisors Requests and Audience Comments**

Ms. Duque: Are there any Supervisor's requests? Not hearing any, are there any audience comments?

A resident: Yes, I wanted to ask about the budget for the fountain, why don't we get more than one quote, why do we just go with the same?

Ms. Duque: The quote we received was actually higher compared to other companies. However, the vendor approved today is the same one who installed the fountain, and when issues arise, they inspect it free of charge, unlike other companies that bill for service calls. We do obtain multiple quotes to ensure due diligence, but maintain ongoing relationships with trusted vendors who provide consistent and reliable service. For example, pressure cleaning for both CDD and certain non-CDD areas (like the park by the lake) has been performed by the same provider, All People's Choice, for years at a steady rate with no price increases, while other quotes have always been higher. We strive to balance competitive pricing with dependable service.

A resident: (inaudible comment) Well, maybe if you just double check, you never know maybe sometimes staying with the same is not the best way to go.

Ms. Duque: Yes, when we had an issue with the fountain, our main concern was verifying the vendor's assessment about the motor. We sought a second opinion to ensure their diagnosis was accurate, and ultimately found that the other quotes we received were higher.

A resident: And she doesn't speak English so that's why I was speaking for her.

Ms. Duque: That's fine.

A resident: And she has a question she could ask in Spanish, right?

Ms. Duque: Well, the meeting is to be conducted in English.

A resident: Ok, so I can translate, she wants to know what is the virtual guard camera for the community.

Ms. Duque: There are two cameras outside at the community entrance, one at the exit and one at the entrance. These were installed to monitor vehicle traffic and read license plates as cars enter and leave. Whenever an incident occurs, such as a resident reporting a theft, we are able to check camera footage for the relevant times and descriptions, providing valuable evidence to both residents and police as needed.

A resident: Is that something that we could get rid of?

Ms. Duque: It's up to the Board.

A resident: I mean that's \$10,000, that's ridiculous. (inaudible comment)

Mr. Crocamo: I know the cameras work, well the cameras were proposed if the entire community wanted it at that time, oh we want to get security, we want to get this, and the security is going to be a lot more expensive, so they went with the cameras and the cameras have actually been used for like, there was a vehicle that hit a tree and took it out, they needed to know, or we weren't able to get the license plate from that vehicle on the camera from Grace, in front of her house, but they were able to get the license plate from that camera back there.

Ms. Duque: And that was provided.

Mr. Singh: And you're able to give that report to the police with the video of that description because most house cameras don't pick the license plate of the cars, those are license plate cameras, they're LPR cameras and they pick up the license plate.

A resident: Ok.

A resident: What is porter service?

Ms. Duque: Porter services are included under your landscape service contract. While the landscaping company handles monthly grass cutting throughout the District, porters are responsible for tasks like picking up fallen palm fronds, including those from royal palms around the lakes. If these fronds aren't collected, they end up in the lake. Porters also remove any debris found around the lake, helping to keep your community clean and prevent debris from accumulating in District waterways. I'm happy to provide more budget details or answer additional questions after the meeting

A resident: (inaudible comment)

Ms. Duque: I'm happy to continue providing information to both of you. I also speak Spanish, so please feel free to call me with questions. I'll gladly assist in Spanish as well.

## **EIGHTH ORDER OF BUSINESS**

## **Adjournment**

Ms. Duque: Unless there are any other comments from the Board, a motion to adjourn will take place.

On MOTION by Mr. Windley seconded by Mr. Crocamo with all in favor, the meeting was adjourned.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

***RESOLUTION 2026-01***

**A RESOLUTION OF THE ENCLAVE AT BLACK POINT  
MARINA COMMUNITY DEVELOPMENT DISTRICT  
APPOINTING JESUS LORENZO AS ASSISTANT  
SECRETARY OF THE BOARD OF SUPERVISORS**

**WHEREAS**, the Board of Supervisors of the Enclave at Black Point Marina Community Development District desires to appoint Jesus Lorenzo as Assistant Secretary:

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD  
OF SUPERVISORS OF THE ENCLAVE AT BLACK  
POINT MARINA COMMUNITY DEVELOPMENT  
DISTRICT:**

1. Jesus Lorenzo is appointed Assistant Secretary of the Board of Supervisors

Adopted this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Chairman/Vice Chairman

\_\_\_\_\_  
Secretary/Assistant Secretary

**SMALL PROJECT AGREEMENT  
(Pressure Cleaning 2025)**

**THIS SMALL PROJECT AGREEMENT** is made and entered into this 1st day of October, 2025 (the “Agreement”), by and between:

**ENCLAVE AT BLACK POINT MARINA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and with offices at 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"),

and

**PEOPLE’S CHOICE PRESSURE CLEANING, INC.**, a Florida corporation, having as its principal business address, 4341 SW 73<sup>rd</sup> Terrace, Davie, Florida 33314 (the “Contractor”).

**RECITALS**

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

**WHEREAS**, the District desires to hire a service provider to provide pressure cleaning and associated services to: certain District sidewalks, swales, and islands throughout and adjacent to the community; all sidewalks, and curbs on SW 104<sup>th</sup> Avenue (both sides), to include the roundabouts, sidewalks, curbs and swales on the lakeside; all sidewalks, swales and curbs by the tot lot from house # 22643 SW 104<sup>th</sup> Avenue to 10381 SW 226 Street; the sidewalks, swales and curbs from property line to property line, including the roundabouts swales, starting at house # 22958 SW 104<sup>th</sup> Avenue to 22959 SW 105<sup>th</sup> Avenue, running along the lake; the sidewalk that runs along the Turnpike, near the bushes at SW 229<sup>th</sup> Lane and 105<sup>th</sup>; the sidewalk, swales and curbs along the canal near 10381 SW 226<sup>th</sup> Street to 10369 SW 224<sup>th</sup> Terrace (the “Project Areas”); and

**WHEREAS**, the Contractor has submitted two proposals dated July 8, 2025 to complete the pressure cleaning and associated services over the Project Areas within the District (the “Work”), copies of said proposals being attached hereto and made a part hereof as Exhibit A (collectively, the “Proposal”); and

**WHEREAS**, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Work as detailed in this Agreement.

**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 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 or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein, and in Exhibit A.

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

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

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

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. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities.

J. To the extent applicable to this Agreement, Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2023 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to said all such rules, regulations, and standards in connection with all work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

K. All employees or agents of Contractor performing Work under this Agreement shall do so in a professional manner and in a uniform that identifies Contractor, and which includes a shirt (no tank tops) and pants/shorts.

N. Contractor Representative. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

O. District Representative. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

### SECTION 3. COMPENSATION.

Upon Contractor's completion of the Project described in this Agreement, District agrees to compensate the Contractor in a total amount not to exceed **FOUR THOUSAND SEVEN HUNDRED AND 00/100 (\$4,700.00) DOLLARS** (the "Contract Amount") (See Exhibit B). It is further understood that District shall be responsible, at cost, for any permit fees required by Miami-Dade County or other governing entity or agency having jurisdiction thereof (if any).

Payment of the final payment toward the contract amount set forth above will be made upon completion of the work necessary to complete the Project and after the Project has passed final inspection by the District, and any other applicable permitting agencies. Payment for any approved Additional Costs or approved Extra Work shall be made upon completion of the same 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.

**SECTION 4. EXAMINATION OF SITE.** The Contractor agrees that he shall be held responsible for having examined the site(s), the location of all proposed work associated with the Project and has satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, roads, sidewalks and paved paths, ground surface, monuments, other District structures, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the Contract Amount.

**SECTION 5. 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. 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, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. 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 Agreement 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 6. TERM AND TIME FOR PERFORMANCE.** This Agreement shall commence upon signature and shall continue until the scope of work described herein is completed. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities, and no later than November 7, 2025, weather permitting. The parties acknowledge that the estimated time to complete the project is thirty (30) days. Additional Work may be added to this Agreement through the approval of an amendment to this Agreement, providing for a description of the additional work, the compensation to be paid to the Contractor, for such Additional Work, and the timeframe in which such Additional Work must be completed. This Agreement replaces any other Agreements for similar services between the District and Contractor.

**SECTION 7. INDEMNIFICATION.**

A. Contractor shall indemnify and hold harmless the District and its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the District or any of its officers, agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any other statute.

**SECTION 8. 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 9. 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 10. CANCELLATION/TERMINATION.** The District shall also have the right to cancel/terminate this Agreement (1) for convenience at any time and without any liability therefor prior to Contractor's initiating work under this Agreement (2) for convenience at any time upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure to cure the non-compliance.

**SECTION 11. 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. The warranty herein is in addition to any manufacturer's warranties on the improvements, materials, or equipment installed as part of the Project.

## **SECTION 12. INSURANCE.**

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.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' 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 00/100 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.
2. Comprehensive General Liability (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:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
- f. Pollution Damage.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Enclave at Black Point Marina 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 Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

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 Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under 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 13. CHANGES IN WORK.**

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

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

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless the requirements of subsection B of this section are satisfied.

### **SECTION 14. REMEDIES FOR DELAY.**

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

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

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

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

### **SECTION 15. NOTICES.**

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

**DISTRICT:**                   **Enclave at Black Point Marina  
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: Michael J. Pawelczyk, Esq.

**CONTRACTOR:**       **People's Choice Pressure Cleaning, Inc.**  
4341 SW 73<sup>rd</sup> Terrace  
Davie, Florida 33314  
Attention: Steve Landis, President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

#### **SECTION 16. 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 Agreement 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: records@gmssf.com**

**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. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

**SECTION 18. ENTIRE AGREEMENT.** This instrument, including its incorporated exhibits, 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.** To the extent that there is conflict with respect to any provisions of this Agreement or the Proposal, the provision of the main body of the Agreement shall govern over the Proposal.

**SECTION 23. ACCEPTANCE OF PROPOSAL.** District's acceptance of the Contractor's Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the Project described in Exhibit A.

**SECTION 24. VENUE.** In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Miami-Dade County, Florida.

**SECTION 25. E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

**SECTION 26. RESPONSIBLE VENDOR DETERMINATION.** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

**SECTION 27. SCRUTINIZED COMPANY OR OTHER ENTITY CERTIFICATION.** Contractor hereby certifies that as of the date below Contractor is not listed on a scrutinized companies or other entities 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. For agreements of one hundred thousand dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement, Contractor is not on the Scrutinized Company or Other Entities 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.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement:
  1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List.
  2. Contractor does not appear on the Scrutinized Companies with Activities in Iran Terrorism Sectors List.
  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, the Scrutinized Companies or Other Entities 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 been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or 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 28. 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 29. 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 Work 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 Work, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Work is being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished Work, open trenches, embankments, or other hazards and obstructions to traffic, 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.

**SECTION 30. ANTI-HUMAN TRAFFICKING AFFIDAVIT.** Contractor shall provide the District with an affidavit executed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

ATTEST:

Signed by:  
*Juliana*  
63215D558947430...

Print name: \_\_\_\_\_  
Secretary/Assistant Secretary

**ENCLAVE AT BLACK POINT  
MARINA COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:  
*James Windley*  
4DE0201307AD48E...

Print name: \_\_\_\_\_  
Chairman/Vice-Chairman

\_\_\_\_\_ day of \_\_\_\_\_, 2025

WITNESSES: (not needed if this instrument is executed via DocuSign in accordance with the requirements of Chapter 688, F.S.)

\_\_\_\_\_  
[PRINT NAME OF WITNESS]

\_\_\_\_\_  
[PRINT NAME OF WITNESS]

(CORPORATE SEAL)

**CONTRACTOR:**

**PEOPLE'S CHOICE  
PRESSURE CLEANING, INC., a Florida  
corporation**

Signed by:  
*Steve Jenkins*  
8E6C9429BB044F4...

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2025

**EXHIBIT A**

**PROPOSAL**

**PEOPLE'S CHOICE PRESSURE CLEANING, INC.**

4341 SW 73RD TERRACE  
DAVIE, FL 33314

Phone 954-445-8033

E-mail h2opressure@bellsouth.net

**Estimate**

Date

7/8/2025

Name / Address	
CDD GOVERNMENTAL MANAGEMENT SERVICES 5385 NORTH NOB HILL ROAD SUNRISE FLORIDA 33352	
Customer Phone	786-344-9352 JULIANA

Project
ENCLAVE @ BLACK POINT MARINA CDD 23173 SW 104TH PL. HOMESTEAD, FL 33032

Description	Qty	Cost	Total
ADDITIONAL AREAS NOT PART OF THE CDD			
PRESSURE WASH THE SIDEWALK THAT RUNS ALONG THE TURNPIKE, NEAR THE BUSHES AT SW 229TH LANE & 105TH COURT		650.00	650.00
PRESSURE WASH THE SIDEWALK, SWALES AND CURBS ALONG THE CANAL NEAR 10381 SW 226TH STREET TO 10369 SW 224TH TERRACE.		450.00	450.00
<b>Total</b>			<b>\$1,100.00</b>

Please sign & return by fax or email. Signing indicates all terms & conditions have been accepted. Note that credit card payment fee is 3.32%

Signature

Steve Landis, President

Customer Signature \_\_\_\_\_


**PEOPLE'S CHOICE PRESSURE CLEANING, INC.**

4341 SW 73RD TERRACE  
DAVIE, FL 33314

Phone 954-445-8033

E-mail h2opressure@bellsouth.net

# Estimate

Date

7/8/2025

**Name / Address**

CDD  
GOVERNMENTAL MANAGEMENT SERVICES  
5385 NORTH NOB HILL ROAD  
SUNRISE FLORIDA 33352

**Customer Phone**

786-344-9352 JULIANA

**Project**

ENCLAVE @ BLACK POINT MARINA CDD  
23173 SW 104TH PL.  
HOMESTEAD, FL 33032

Description	Qty	Cost	Total
PRESSURE WASH THE SIDEWALKS ON OLD CUTLER ROAD AT THE ENTRANCE TO ENCLAVE (PROPERTY LINE TO PROPERTY LINE)		3,600.00	3,600.00
PRESSURE WASH THE ISLANDS, CURBS AND SIDEWALKS ON SW 104TH AVENUE (BOTH SIDES), TO INCLUDE THE ROUND ABOUT'S SIDEWALKS, CURBS AND SWALES ON THE LAKESIDE			
PRESSURE WASH THE SIDEWALKS, SWALES AND CURBS BY THE TOT LOT FROM HOUSE # 22643 SW 104TH AVENUE TO 10381 SW 226 STREET			
PRESSURE WASH THE SIDEWALKS, SWALES & CURBS FROM PROPERTY LINE TO PROPERTY LINE, INCLUDING THE ROUND ABOUT'S SWALES, STARTING AT HOUSE # 22958 SW 104TH AVENUE TO 22959 SW 105TH AVENUE, RUNNING ALONG THE LAKE			
<b>Total</b>			<b>\$3,600.00</b>

Please sign & return by fax or email. Signing indicates all terms & conditions have been accepted. Note that credit card payment fee is 3.32%

Signature

Steve Landis, President

Customer Signature \_\_\_\_\_



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
[www.graucpa.com](http://www.graucpa.com)

August 14, 2025

Board of Supervisors  
Enclave at Black Point Marina 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 Enclave at Black Point Marina Community Development District, Miami-Dade County, Florida ("the District") for the fiscal year ended September 30, 2025. 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 Enclave at Black Point Marina Community Development District as of and for the fiscal year ended September 30, 2025. 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 2025 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.

**Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, 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. As part of the audit, we will assist with preparation of your financial statements and related notes 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*. 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 establishing 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 is reliable 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. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

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.

**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@GMSFL.COM**

Our fee for these services will not exceed \$3,600 for the September 30, 2025 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

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.

This agreement may be 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.

The District may terminate this agreement, with or without consent, upon 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 date of the notice of termination subject to any offsets 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 Enclave at Black Point Marina Community Development District and believe this letter accurately summarizes the significant terms of our engagement. 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.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Enclave at Black Point Marina Community Development District.

By:  \_\_\_\_\_

Title: Treasurer \_\_\_\_\_

Date: 11/20/25 \_\_\_\_\_



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



Peer Review  
Program

**AICPA 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: June 30, 2025

RE: 2025 Legislative Update

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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. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

**1. Chapter 2025 – 195, Laws of Florida (SB 268).** The legislation creates a new public records exemption under section 119.071(4)(d)6., F.S., for certain personal identifying and locating information of specified state and local officials, members of Congress, and their family members. Specifically, the exemption applies to the partial home addresses and telephone numbers of current congressional members, public officers, their adult children and spouses. To assert the exemption, the public officer or congressional member, their family members, or employing agencies must submit a written, notarized request to each agency holding the information, along with documentation verifying the individual's eligibility. Custodians of records must maintain the exemption until the qualifying condition no longer exists.

The legislation narrows the definition of "public officer" to include only the Governor, Lieutenant Governor, Chief Financial Officer, Attorney General, or Commissioner of Agriculture; as well as a state senator or representative, property appraiser, supervisor of elections, school superintendent, city or county commissioner, school board member, or mayor. This exemption applies to information held before, on, or after July 1, 2025. It is subject to the Open Government Sunset Review Act and will automatically repeal on October 2, 2030, unless reenacted by the Legislature. The effective date of this act is July 1, 2025.

While the new exception is not specifically applicable to a member of a Community Development District ("CDD") board of supervisors, if any board members or related officials fall within this definition of a "public officer" who has asserted the exception, the CDD must protect the partial home addresses and telephone numbers of these individuals, as well as similar information about their spouses and adult children. CDDs will need to update their public records procedures to verify and process these requests to ensure exempt information is withheld.

**2. Chapter 2025 – 174, Laws of Florida (HB 669).** The legislation prohibits a local government’s<sup>1</sup> investment policy from requiring a minimum bond rating for any category of bond that is explicitly authorized in statute to include unrated bonds. Current law permits local governments to invest in unrated bonds issued by the government of Israel. The bill ensures that investment policies do not impose additional rating requirements that conflict with this statutory authorization. The effective date of this act is July 1, 2025.

This law prevents a CDD from imposing stricter bond rating requirements in their investment policies than those allowed by state law. Specifically, if state law authorizes investment in certain unrated bonds, such as those issued by the government of Israel, a CDD cannot require a minimum bond rating for these bonds in its investment guidelines. CDDs must align their investment policies with statutory permissions, allowing investment in authorized unrated bonds without additional rating restrictions.

**3. Chapter 2025 – 189, Laws of Florida (SB 108).** The legislation makes significant amendments to the Administrative Procedure Act (APA), revising rulemaking procedures, establishing a structured rule review process, and changing public notice requirements.

**New Timelines and Notice Requirements:**

- Agencies must publish a notice of intended agency action within 90 days of the effective date of legislation delegating rulemaking authority.
- Notices of proposed rulemaking must now include the proposed rule number, and at least seven days must separate the notice of rule development from proposed rule publication.
- Agencies must electronically publish the full text of any incorporated material in a text-searchable format and use strikethrough/underline formatting to show changes.

This legislation applies to CDDs that exercise rulemaking authority under Chapter 120, Florida Statutes. Under the new requirements, CDDs must publish a notice of intended agency action within 90 days after the effective date of any legislation granting them rulemaking authority. When proposing new rules, CDDs must now include the proposed rule number in the notice, allow at least seven (7) days between publishing the notice of rule development and the proposed rule itself, and electronically publish the full text of any incorporated materials in a searchable format. All changes must be shown using strikethrough and underline formatting. CDDs subject to the APA should review their procedures to ensure timely and compliant publication moving forward.

Section 120.5435, F.S., governing the rule review process sunsets on July 1, 2032, unless reenacted. The effective date of this act is July 1, 2025.

**4. Chapter 2025 – 85, Laws of Florida (SB 348).** The legislation amends the Code of Ethics to establish a new “stolen valor” provision and expands enforcement mechanisms for collecting unpaid ethics penalties. The bill creates section 112.3131, F.S., which prohibits candidates, elected or appointed public officers, and public employees from knowingly making

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<sup>1</sup> A “unit of local government” is defined any county, municipality, special district, school district, county constitutional officer, authority, board, public corporation, or any other political subdivision of the state. Section 218.403(11), F.S.

fraudulent representations relating to military service for the purpose of material gain. Prohibited conduct includes falsely claiming military service, honors, medals, or qualifications, or unauthorized wearing of military uniforms or insignia. An exception is provided for individuals in the theatrical profession during a performance. Violations are subject to administrative penalties under section 112.317, F.S., and may also be prosecuted under other applicable laws.

In addition, the legislation amends section 112.317(2), F.S., to authorize the Attorney General to pursue wage garnishment for unpaid civil or restitution penalties arising from ethics violations. A penalty becomes delinquent if unpaid 90 days after imposition. If the violator is a current public officer or employee, the Attorney General must notify the Chief Financial Officer or applicable governing body to initiate withholding from salary-related payments, subject to a 25 percent cap or the maximum allowed by federal law. Agencies may retain a portion of withheld funds to cover administrative costs. The act also authorizes the referral of delinquent penalties to collection agencies and establishes a 20-year statute of limitations for enforcement. The effective date of this act is July 1, 2025.

This law applies directly to CDDs because CDD board members and employees are classified as public officers and public employees under Florida law. As such, CDD officials are prohibited from knowingly making fraudulent claims regarding military service or honors for material gain under the new “stolen valor” provision. Additionally, the law enhances enforcement tools for unpaid ethics penalties, allowing for wage garnishment, salary withholding, and referrals to collection agencies. CDDs must ensure that their officials and staff comply with these ethics requirements and be prepared to cooperate with enforcement actions beginning July 1, 2025.

**5. Chapter 2025 – 164, Laws of Florida (SB 784).** The legislation amends section 177.071, F.S., to require that local governments review and approve plat and replat submittals through an administrative process, without action by the governing body. Local governments must designate by ordinance an administrative authority to carry out this function. The administrative authority must (1) acknowledge receipt of a submittal in writing within seven days, identify any missing documentation and provide details on the applicable requirements and review timeframe. Unless the applicant requests an extension, the authority must approve, approve with conditions, or deny the submittal within the timeframe provided in the initial notice. Any denial must include a written explanation citing specific unmet requirements. The authority or local government may not request or require an extension of time. The effective date of this act is July 1, 2025.

While this law does not apply directly to CDDs, as they do not have plat approval authority, it is relevant to developer-controlled CDD boards involved in the land entitlement process. Plat and replat approvals will now be handled through an administrative process by the city or county, rather than by governing body action. Local governments must designate an administrative authority by ordinance and follow strict requirements for written acknowledgment, completeness review, and decision-making timelines. Any denial must include a written explanation citing specific deficiencies, and extensions cannot be requested by the reviewing authority.

**6. Chapter 2025 – 140, Laws of Florida (HB 683).** The legislation includes several revisions related to local government contracting, public construction bidding, building permitting, and professional certification. It also requires the Department of Environmental Protection to adopt

minimum standards for the installation of synthetic turf on residential properties. Upon adoption, the law prohibits local governments from enforcing ordinances or policies that are inconsistent with those standards.

The act requires local governments to approve or deny a contractor's change order price quote within 35 days of receipt. If denied, the local government must identify the specific deficiencies in the quote and the corrective actions needed. These provisions may not be waived or modified by contract. The law prohibits the state and its political subdivisions from penalizing or rewarding a bidder for the volume of construction work previously performed for the same governmental entity. With respect to building permits, the act prohibits local building departments from requiring a copy of the contract between a builder and a property owner or any related documentation, such as cost breakdowns or profit statements, as a condition for applying for or receiving a permit. The act also allows private providers to use software to review certain building plans and reduces the timeframe within which building departments must complete the review of certain permit applications.

CDDs must follow the new requirements for contractor's change order timelines, restrictions on permit-related documentation, and procurement practices.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this 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. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.

June 23, 2025

Attention:

District Manager Juliana Duque ([jduque@gmssf.com](mailto:jduque@gmssf.com))  
Enclave At Black Point Marina Community Development District  
Governmental Management Services, Inc.  
5385 N. Nob Hill Road  
Sunrise, FL 33351

**Re: Enclave At Black Point Marina Community Development District  
Yearly District Engineer's Report for Fiscal Year 2025-2026  
Pursuant to Section 7.21(b) of the Trust Indenture as it relates to  
Special Assessment Refunding and Improvement Bonds, Series 2017  
For District Projects 2017 and 2007.**

Dear District Manager,

This statement is being made pursuant to Section 7.21(b) of the Trust Indenture between Enclave At Black Point Marina Community Development District (the "District" or "CDD") and Wells Fargo Bank National Association as Trustee dated June 1, 2017, as it relates to the Special Assessment Refunding and Improvement Bonds, Series 2017 for CDD projects 2017 and 2007 (together, the "CDD Project"). With this statement we are setting forth (i) our findings as to whether such portions of the CDD Project owned by the District have been maintained in good repair, working order and condition, and (ii) our recommendations as to the proper maintenance, repair, and operation of such portions of the CDD Project during the ensuing Fiscal Year 2026, and an estimate of the amount of money necessary for such purpose.

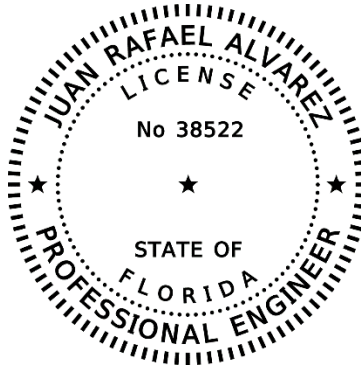
- (i) **District Property and Condition.** As of the date of this statement, the land tracts shown in Exhibit 2 attached to this statement, together with the completed public infrastructure within the tracts, i.e., the lakes, lakes maintenance tracts, lake fountains, common park, and landscaping, have been completed and conveyed to the District for ownership and maintenance. Such land tracts and infrastructure are in good repair, working order and condition. The road right of ways within the District, the road drainage system, and the sanitary pump station site (Tract "D") were conveyed to Miami-Dade County for ownership and maintenance. The District maintains the landscaping and irrigation systems within the medians in the road right of ways and are in good working order and condition.
- (ii) **Operations and Maintenance of District Property.** We think that for Fiscal Year 2025-2026, the District proposed amounts for field operations are adequate to properly maintain, repair and operate the public infrastructure for which the District is currently responsible. (Refer to <https://www.enclaveatblackpointcdd.com/auditbudgets> for the FY2026 Proposed Budget).
- (iii) **Insurance.** The District carries general liability, property, hired non-owned auto, employment practices liability, public officials liability, and deadly weapon protection insurance under Agreement No. 100124158 with Florida Insurance Alliance, and has budgeted sufficient funds for its renewal.

If you have any questions, or require additional information, please do not hesitate to contact us at 305-640-1345 or at [Alvarez@Alvarezeng.com](mailto:Alvarez@Alvarezeng.com).

Sincerely,

**Alvarez Engineers, Inc.**

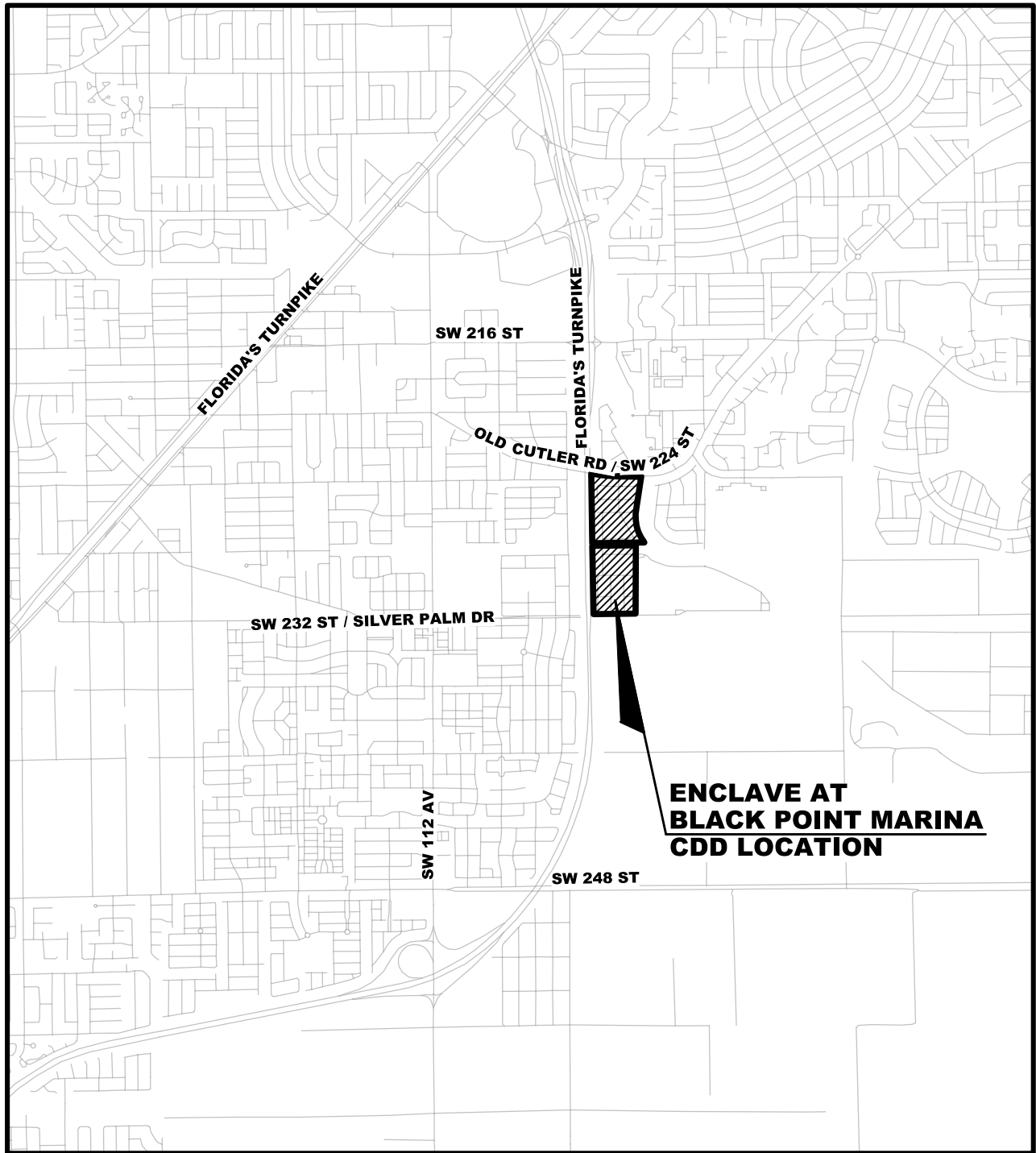
Juan R. Alvarez, PE  
District Engineer  
Date: June 23, 2025



This item has been digitally signed and sealed by  
Juan R. Alvarez, PE on June 23, 2025.

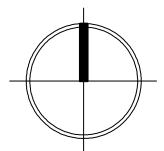
Printed copies of this document are not  
considered signed and sealed and the signature  
must be verified on any electronic copies.

cc. Michael Pawelczyk, District Counsel, [mjp@bclmr.com](mailto:mjp@bclmr.com)  
Austin Hackney, [Ahackney@gmstnn.com](mailto:Ahackney@gmstnn.com)

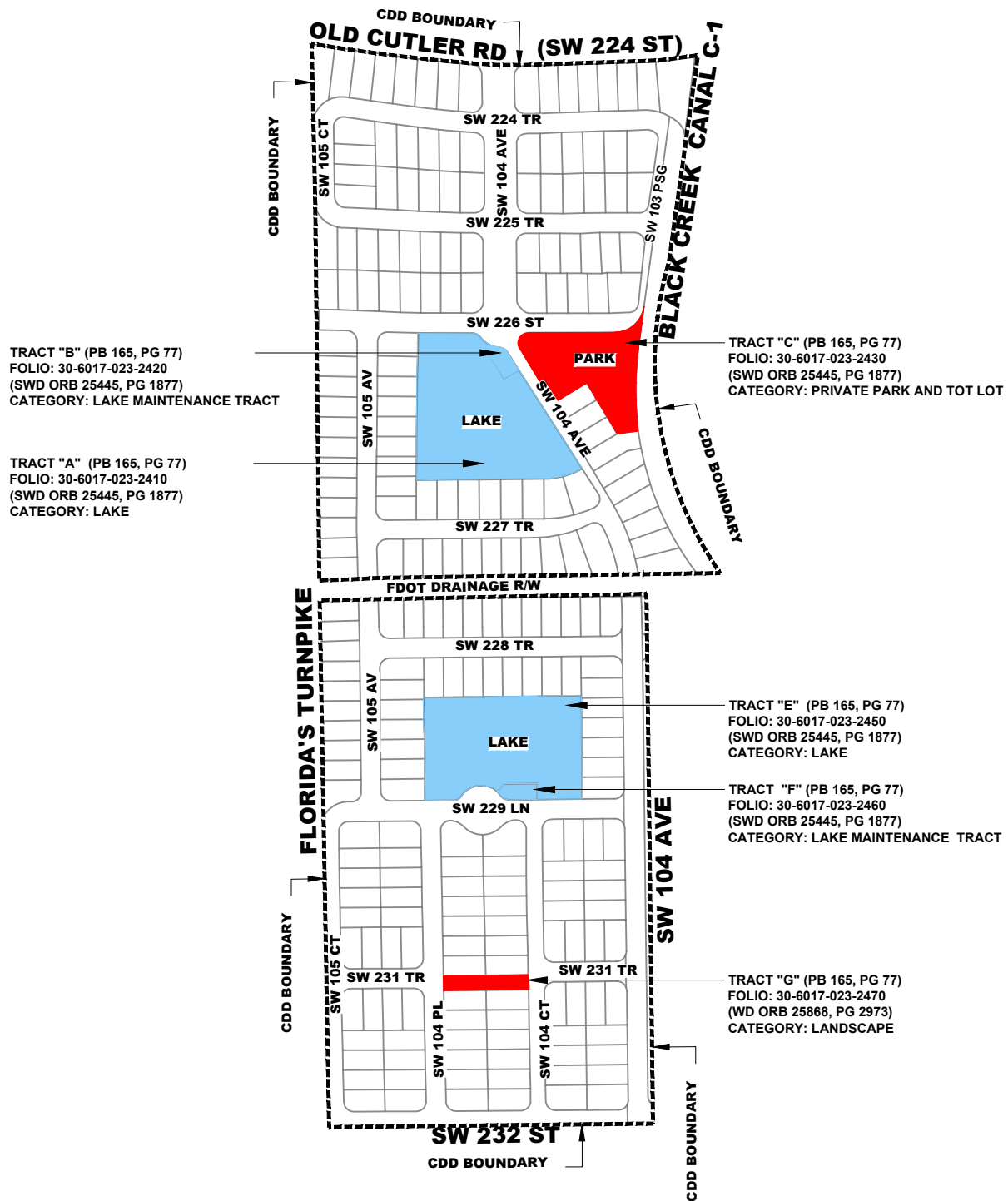


**ALVAREZ ENGINEERS, INC.**

**ENCLAVE AT BLACK POINT MARINA CDD  
LOCATION MAP**



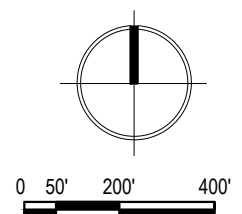
0 500' 1500' 3000'

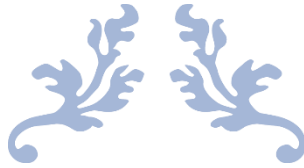


## ALVAREZ ENGINEERS, INC.

ENCLAVE AT BLACK POINT MARINA CDD  
**CDD LAND OWNERSHIP**

EXHIBIT 2





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## *ENCLAVE AT BLACK POINT MARINA CDD*

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### ***FIELD REPORT***



**Meeting Date: January 8, 2025**

**Governmental Management Services-South Florida, LLC  
5385 N. Nob Hill Road Sunrise, FL 33351**

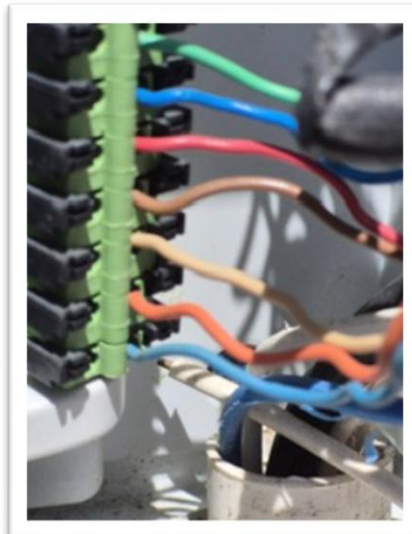
### **LANDSCAPING**

- Landscaping services completed by Tony's Landscaping (TL) on October 1<sup>st</sup> and 15<sup>th</sup> and November 3<sup>rd</sup> and 17<sup>th</sup>.
- The December landscaping services are scheduled for the 2<sup>nd</sup> and 16<sup>th</sup>.
- The mulch project was completed at the beginning of November. The next mulching is scheduled for late March or early April.



**Governmental Management Services-South Florida, LLC**  
**5385 N. Nob Hill Road Sunrise, FL 33351**

- Below you will find updates regarding the irrigation system:
  - A new timer was installed.
  - (8) sprinkler heads (pop-up) were replaced.
  - The system is in good working order and condition.



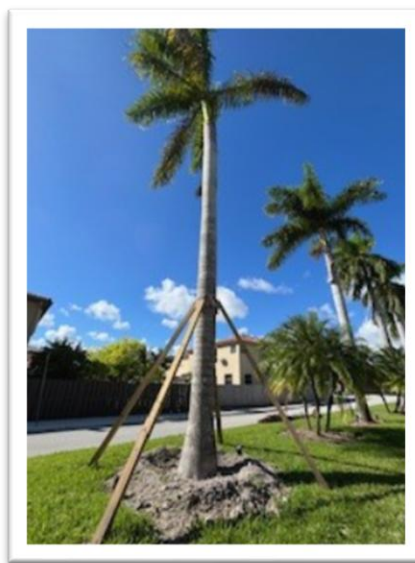
**Governmental Management Services-South Florida, LLC**  
**5385 N. Nob Hill Road Sunrise, FL 33351**

- The dead Royal Palm tree was removed, and a new palm was installed by TL.

*Before*



*After*



**Governmental Management Services-South Florida, LLC**  
**5385 N. Nob Hill Road Sunrise, FL 33351**

- TL installed the new red and white Sunpatiens.

*Before*



*After*



Red



White

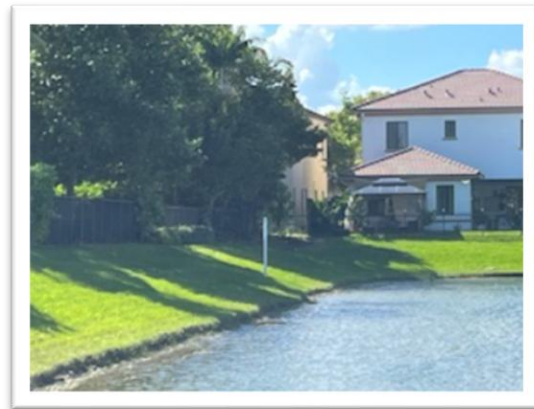
Governmental Management Services-South Florida, LLC  
5385 N. Nob Hill Road Sunrise, FL 33351

- TL serviced the overgrown landscaping along lake #1.

*Before*



*After*



**Governmental Management Services-South Florida, LLC**  
**5385 N. Nob Hill Road Sunrise, FL 33351**

*ENCLAVE AT BLACK POINT  
MARINA  
(BY LENNAR)*

FIELD DIVISION REPORT  
Jesus Lorenzo  
jlorenzo@gmssf.com  
Cell Phone 954.643.5104

- The annual Palm tree trimming project was completed by TL in October.

***Before***



***After***



**Governmental Management Services-South Florida, LLC**  
**5385 N. Nob Hill Road Sunrise, FL 33351**

### **LAKES & FOUNTAINS**

- Lake services provided by The Lake Doctors, Inc. (TLD) on November 6<sup>th</sup> and December 3<sup>rd</sup>. Included was the treatment of algae and subaquatic vegetation. Please refer to the attached service reports, Exhibit B.
- The quarterly fountain cleaning was completed on October 23<sup>rd</sup>, please refer to Exhibit B for more information. The next service is scheduled for January.
- Both fountains are in good working order.



**Governmental Management Services-South Florida, LLC**  
**5385 N. Nob Hill Road Sunrise, FL 33351**

*ENCLAVE AT BLACK POINT  
MARINA  
(BY LENNAR)*

FIELD DIVISION REPORT  
Jesus Lorenzo  
jlorenzo@gmssf.com  
Cell Phone 954.643.5104

- The South Florida Water Management easements have been serviced.
  - The overgrown vegetation at the eastern easement was removed by TL.



**Governmental Management Services-South Florida, LLC**  
**5385 N. Nob Hill Road Sunrise, FL 33351**

*ENCLAVE AT BLACK POINT  
MARINA  
(BY LENNAR)*

FIELD DIVISION REPORT  
Jesus Lorenzo  
jlorenzo@gmssf.com  
Cell Phone 954.643.5104

*Before*

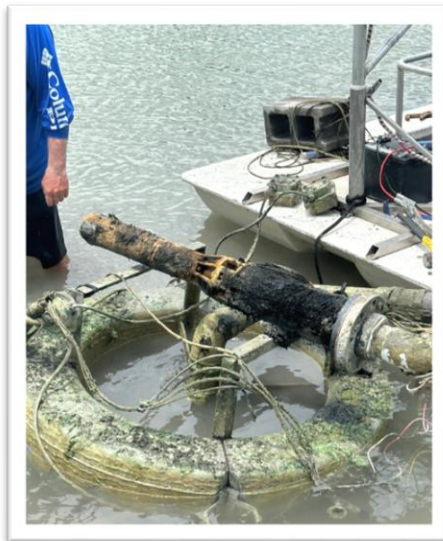


*After*



**Governmental Management Services-South Florida, LLC**  
**5385 N. Nob Hill Road Sunrise, FL 33351**

- As approved at the last meeting, Hall Fountains (HF) installed the new motor on July 9<sup>th</sup> at fountain #1. HF informed the management team that during the installation of the new motor they noticed that the fountain was not clean. TLD was informed of the same, please see the emails from each contractor below.
  - Going forward, TLD advised that they will be providing photos for each fountain cleaning, but no photos have been provided to date.
  - Proposals for the lake maintenance and fountain cleaning services have been obtained, please refer to Exhibit B for more information.
  - The photocell for fountain lights was replaced by Allstar Electric (AE).



*ENCLAVE AT BLACK POINT  
MARINA  
(BY LENNAR)*

FIELD DIVISION REPORT  
Jesus Lorenzo  
jlorenzo@gmssf.com  
Cell Phone 954.643.5104

Jesus,

The motor change was completed today.

The lights were tested and they were burned out, so we did replace the LED chip on board and drives to get the lights working again.

The photo-cell that turns the lights on was bad, but our techs. did not have any on the truck. This is a common item that your electrician should be able to replace.

With regard to the cleanliness of the fountain, I have attached a few pictures. The fountain was extremely dirty. If your vendor is telling you they are cleaning it, it's either not being done properly, or not often enough. This is the leading cause for premature motor failure. I would recommend having them send you pictures after they perform their services to ensure it is being done properly.

Let me know if you have any questions.

Regards,

***Adam Hall***

**Governmental Management Services-South Florida, LLC  
5385 N. Nob Hill Road Sunrise, FL 33351**

*ENCLAVE AT BLACK POINT  
MARINA  
(BY LENNAR)*

FIELD DIVISION REPORT  
Jesus Lorenzo  
jlorenzo@gmssf.com  
Cell Phone 954.643.5104

Good morning Juliana,

Our fountain department cleans the fountains every quarter. There can be some alga/weeds/muck/trash buildup in between quarters, that is normal.

I have asked our fountain department for some pictures, but they do not have any to provide at this moment. We usually don't take pictures of the quarterly fountains cleanings in any of our accounts, so they might have missed taking photos this time around. The fountain technicians will make sure to take pictures every time they clean out the fountains from now on.

Thank you,

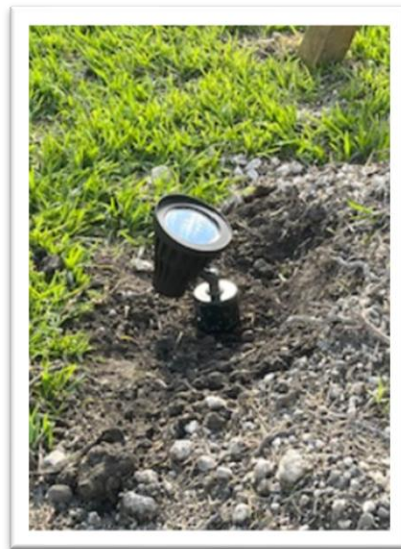
**Nicolas Luciani**

Sales Manager / Branch Manager  
The Lake Doctors, Inc.

**Governmental Management Services-South Florida, LLC**  
**5385 N. Nob Hill Road Sunrise, FL 33351**

### **FIELD MAINTENANCE**

- Below you will find updates regarding electrical repairs:
  - Allstar Electric (AE) replaced (4) landscaping lights at the main entrance medians.
  - The damaged utility box was replaced.
  - There was an outage at the first main entrance median. AE was dispatched to investigate the issue. Power was restored; however, there is only one functional conduit coming from the meter behind 10393 SW 224<sup>th</sup> Terrace. The other conduit has a broken wire that could not be located. AE recommends moving the meter and control panel to the center median to avoid potential service interruptions in the future and ensure accessibility of the existing panel. Please refer to Exhibit C for more information regarding the meter relocation.
    - Envera confirmed that the camera system has been restored.



**Governmental Management Services-South Florida, LLC**  
**5385 N. Nob Hill Road Sunrise, FL 33351**

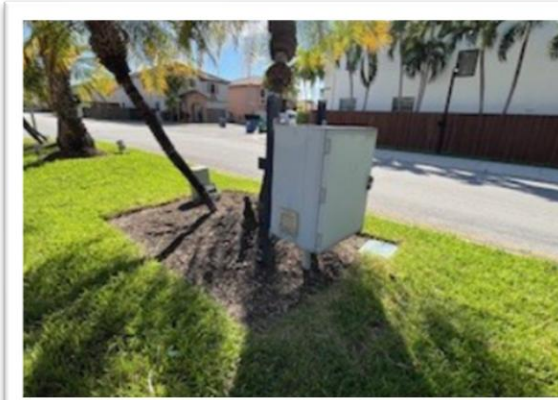
*ENCLAVE AT BLACK POINT  
MARINA  
(BY LENNAR)*

FIELD DIVISION REPORT

Jesus Lorenzo

jlorenzo@gmssf.com

Cell Phone 954.643.5104



**Governmental Management Services-South Florida, LLC**  
**5385 N. Nob Hill Road Sunrise, FL 33351**

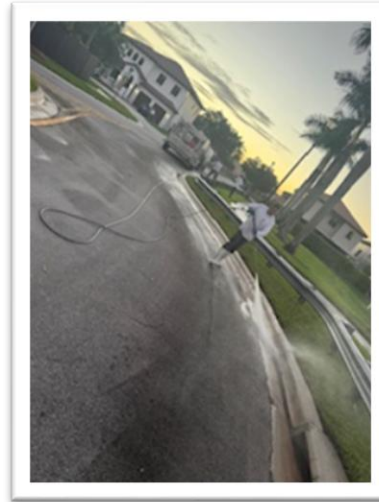
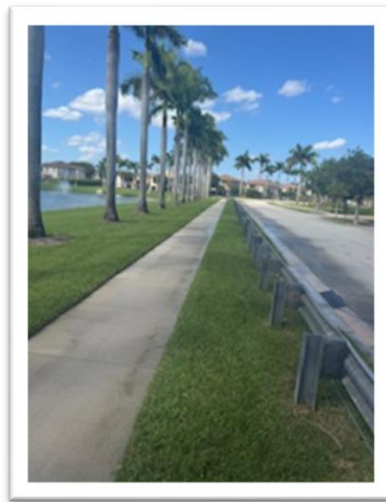
*ENCLAVE AT BLACK POINT  
MARINA  
(BY LENNAR)*

FIELD DIVISION REPORT  
Jesus Lorenzo  
jlorenzo@gmssf.com  
Cell Phone 954.643.5104

- The gazebo structure is in good condition.



- People's Choice Pressure Cleaning completed the annual sidewalk, curbing and swales.



**Governmental Management Services-South Florida, LLC**  
**5385 N. Nob Hill Road Sunrise, FL 33351**

ENCLAVE AT BLACK POINT  
MARINA  
(BY LENNAR)

FIELD DIVISION REPORT  
Jesus Lorenzo  
jlorenzo@gmssf.com  
Cell Phone 954.643.5104

**EXHIBIT A**

The Lake Doctors, Inc. Service Reports for Lakes and Fountains.



**The Lake Doctors, Inc.**  
Aquatic Management Services

The Lake Doctors, Inc. is committed to the stewardship of waterways as well as the health & safety of our Customers and Team Members. All materials selected for use on your property are registered by the United States Environmental Protection Agency. All of our Team Members are state-certified applicators and ensure that any materials used pass our quality assurance evaluations. To further promote safety, please comply with all instructions and recommendations.

**Completed Work Order Information**

**Account #:** 725972      **ENCLAVE AT BLACK POINT MARINA CDD**  
**Site Information:** 10401 SW 224th Ter , Cutler Bay, FL 33351-  
**Customer Billing Information:** 5385 N Nob Hill Rd , Sunrise FL 33351-  
**Service Branch Information:** 1200 Stirling Rd  
(954) 565-7488  
**Lake Doctors Corporate HQ:** 4651 Salisbury Rd. Suite 155 Jacksonville, FL 32256  
AR@lakedoctors.com      www.lakedoctors.com  
**Event Name:** Fountain Cleaning Service -  
**Work Order Number:** 2041109  
**Service Date:** 10/23/2025  
**Target Pests (if applicable):** Fountain

**Thank you for  
your business!**

**Service Notes & Observations**

cleaned and serviced 2 fountains

**Environmental Conditions**

**Weather:** Sunny  
**Temperature:** 85.01  
**Wind Direction:** North-East  
**Wind Speed:** 12.66  
**Humidity:** 65.0000

Cleaned Fountain(s)

**Services Completed by:**

Willem Pascascio  
willem.pascascio@lakedoctors.com

**Customer Signature (if needed):**



**Governmental Management Services-South Florida, LLC**

**5385 N. Nob Hill Road Sunrise, FL 33351**



*The Lake Doctors, Inc.*  
Aquatic Management Services®

The Lake Doctors, Inc. is committed to the stewardship of waterways as well as the health & safety of our Customers and Team Members. All materials selected for use on your property are registered by the United States Environmental Protection Agency. All of our Team Members are state-certified applicators and ensure that any materials used pass our quality assurance evaluations. To further promote safety, please comply with all instructions and recommendations.

## Completed Work Order Information

**Account #:** 725972 ENCLAVE AT BLACK POINT MARINA CDD

**Site Information:** 10401 SW 224th Ter , Cutler Bay, FL 33351-

**Customer Billing Information:** 5385 N Nob Hill Rd , Sunrise FL 33351-

**Service Branch Information:** 1200 Stirling Rd  
(954) 565-7488

**Lake Doctors Corporate HQ:** 4651 Salisbury Rd. Suite 155 Jacksonville, FL 32256  
AR@lakedoctors.com www.lakedoctors.com

**Event Name:** Water Management - Monthly

**Work Order Number:** 2042250

**Service Date:** 12/3/2025

**Target Pests (if applicable):**

**Thank you for  
your business!**

## Service Notes & Observations

active ch ,SFA. shoreline weeds are showing activity as well.

### Environmental Conditions

<b>Weather:</b>	Overcast
<b>Temperature:</b>	71.42
<b>Wind Direction:</b>	North
<b>Wind Speed:</b>	6.91
<b>Humidity:</b>	95.0000

Inspected Pond(s), Treated for Algae & Invasive Aquatic Weeds

**Services Completed by:**

**Customer Signature (if needed):**

Darren Billie  
(954) 805-4862 / Darren.billie@lakedoctors.com





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**Site Information:** 10401 SW 224th Ter , Cutler Bay, FL 33351-

**Customer Billing Information:** 5385 N Nob Hill Rd , Sunrise FL 33351-

**Service Branch Information:** 1200 Stirling Rd  
(954) 565-7488

**Lake Doctors Corporate HQ:** 4651 Salisbury Rd. Suite 155 Jacksonville, FL 32256  
AR@lakedoctors.com www.lakedoctors.com

**Event Name:** Water Management - Monthly

**Work Order Number:** 2041738

**Service Date:** 11/6/2025

**Target Pests (if applicable):**

**Thank you for  
your business!**

## Service Notes & Observations

lakes look good. some surface algae and active ch. trash and debris scattered as well

### Environmental Conditions

<b>Weather:</b>	Partly Cloudy
<b>Temperature:</b>	81.72
<b>Wind Direction:</b>	North-East
<b>Wind Speed:</b>	8.05
<b>Humidity:</b>	73.0000

Treated for Algae & Invasive Aquatic Weeds

**Services Completed by:**

**Customer Signature (if needed):**

Darren Billie  
(954) 805-4862 / Darren.billie@lakedoctors.com



**EXHIBIT B**

Estimates for Lake Maintenance and Quarterly Fountain Cleaning.

**Governmental Management Services-South Florida, LLC  
5385 N. Nob Hill Road Sunrise, FL 33351**



2580 NW 4<sup>th</sup> Court  
FORT LAUDERDALE, FL 33311  
P- 954.240.7500

Enclave at Black Point Marina CDD  
Jesus Lorenzo  
Community Manager

July 23, 2025  
Proposal #2552

#### **LAND & WATER MANAGEMENT MAINTENANCE PROPOSAL/CONTRACT**

This agreement between **Enclave at Black Point Marina CDD** hereinafter referred to as THE CLIENT, and Southeast Land & Water Management Company LLC, incorporated under the State of Florida, hereinafter referred to as THE COMPANY, for the purpose of maintaining and servicing property, enter into this agreement as further described below.

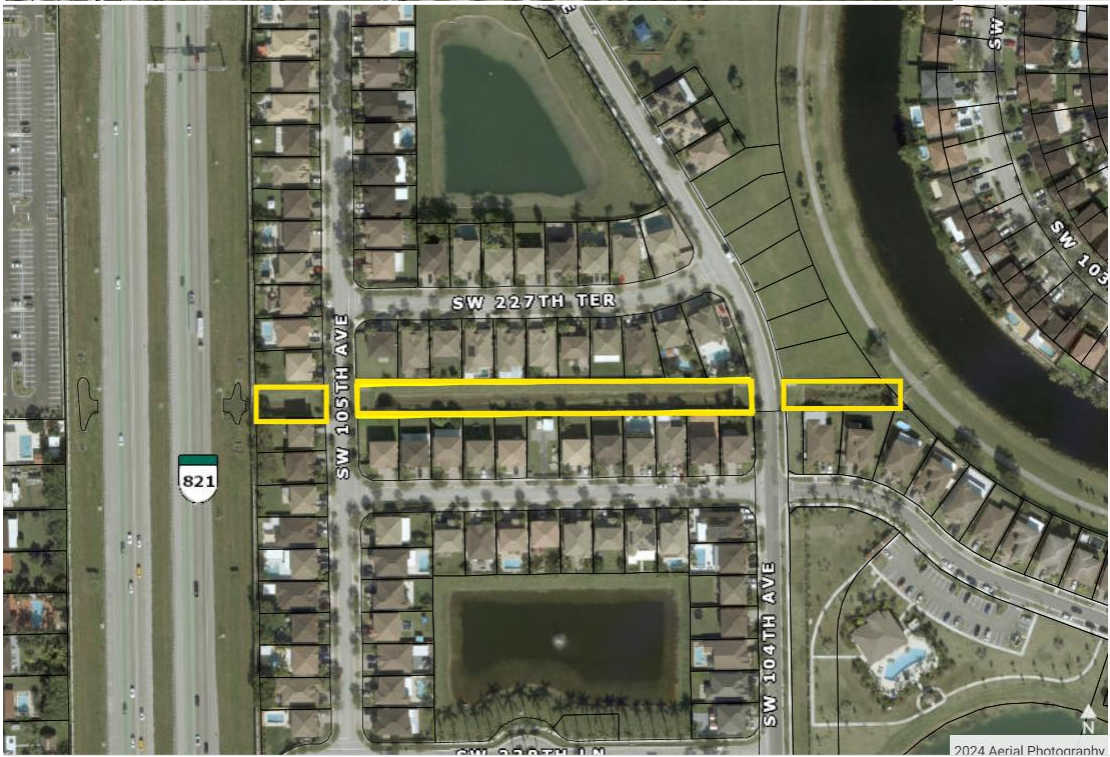
The purpose of this agreement is to specify the terms, conditions and requirements pertaining to inspection, treatment and maintaining the areas listed. THE CLIENT and THE COMPANY both agree that the essence of their relationship is "good will".

#### **Terms and Cancellation of Agreement:**

This contract is for [1] one year commencing \_\_\_\_\_. This agreement will continue until either THE COMPANY or THE CLIENT cancel the agreement by notifying the other party in writing giving [60] sixty days notice of termination. THE CLIENT is responsible for all payments and services performed through the date of termination.

#### **Areas to be Serviced:**

2 lakes and 1 canal on the property (1 fountain)



**Services to be Performed by the Company:**

Monthly maintenance will consist of inspection and treatment including algae, border grass, and invasive exotic plant control. SELWM will visit the site monthly with treatments as necessary to control undesired growth.

All Florida Exotic Pest Plant Council (FLEPPC) listed invasive exotic species will be treated in place with EPA-certified herbicides. No vegetation or algae will be removed from the waterway, unless quoted separately.

Native vegetation will be left for the benefit of fish and wildlife, unless otherwise requested.

Casual debris defined as cups, plastic or other man-made materials, will be removed during scheduled visits. Large or dumped items, coconuts, palm fronds and other landscape debris are not included.

All herbicides shall be applied by or under the supervision of a Florida Department of Agriculture licensed applicator and shall be certified for aquatic pest control and natural areas weed manager.

Hydrilla, if present will be treated per a separate contract if desired by customer.

THE COMPANY to furnish service for:

Monthly Maintenance \$300.00

**Quarterly Fountain Maintenance** will consist of:

Check control panels and components / test motors protections

Check all timers for proper operation and adjust if necessary

Check floating fountain for proper operation

Clean intake screens

Clean and adjust water features

Inspect float system

Check lighting if applicable and clean lenses

Test lighting system

Provide report including photographs of service

This is a cleaning and maintenance proposal only for fountains. Any other services or repairs under \$500 besides those listed above will be billed in addition to cleaning. If larger repairs are necessary a proposal will be sent for approval before proceeding. Lights will be replaced as required for the cost of light bulbs only. If additional service is required a proposal will be sent for approval.

THE COMPANY to furnish service for:

Quarterly Fountain Maintenance \$300.00/quarterly

**Additional Terms:**

This proposal is valid for 30 days. Prices are based on availability at the time of submittal.

**Company Responsibilities:**

THE COMPANY will be responsible for completing all work in this contract. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge.

THE COMPANY shall furnish all labor, supervision, material, equipment and transportation required to maintain the areas specified throughout the contract period.

THE COMPANY will not be responsible for damage caused by natural events such as hurricanes, storms, diseases or insects.

THE COMPANY and THE CLIENT agree to this contract on \_\_\_\_\_, 2025.

---

**Southeast Land & Water Management LLC**

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**THE CLIENT**



September 2, 2025

### **LAKES AND CANAL MAINTENANCE AGREEMENT**

This Agreement is made between Eco Blue Aquatic Services, Inc. and:

Enclave at Black Point Marina CDD  
5385 N. Nob Hill Road  
Sunrise, FL 33351

Contact: Jesus Lorenzo  
E-mail: jlorenzo@gmssf.com  
Phone: 954-721-8681 Ext. 223

The parties hereto agree to the following terms and conditions:

- a) Customer agrees to pay Eco Blue the following amount(s) during the terms of this Agreement for two (2) lakes maintenance and one (1) canal service:

Algae and aquatic plant control  
Border grass and brush control the water's edge.  
Invasive weed and brush control  
Exotic vegetation control  
Debris removal  
Monthly water testing  
Fish and wildlife monitoring  
Biological control agents permit applications of triploid grass carp and mosquito fish.  
Call back service is included at no additional charge.

**Treatment will be performed one (1) time a month. \$360.00 Monthly**

Price includes all labor, equipment, herbicide, and monthly management reporting.  
Additional debris removal visits are charged at a rate of \$350.00 per visit with previous approval.

### **FOUNTAINS MAINTENANCE AGREEMENT**

- b) Customers agree to pay Eco Blue Aquatic the following amount(s) during the term of this agreement for these specific two (2) floating fountain management services:

**8724 Sunset Drive #94 Miami, FL 33173  
Phone: (305) 316-1817**



1. Clean screens
2. Clean lights
3. Clean nozzles
4. Clean jet
5. Check voltage.
6. Check timers.

**Two (2) floating fountains in Enclave CDD \$300.00 Quarterly**

Upon request, Eco Blue will repair and replace fountain parts. This service will be billed separately at the time of repairs. The cost of the repairs will depend on the parts and labor necessary.

- c) Payment schedule: First month's payment shall be due and payable upon execution of this agreement. The balance shall be payable in advance in equal monthly installments. Eco Blue agrees to use only products that have presented a wide margin of safety to Florida fish and wildlife.
- d) This service agreement is valid for one year, from the date of execution of this agreement, and automatically renews unless canceled more than thirty (30) days prior to the expiration date for service. Either party may cancel the agreement with thirty (30) days' written notice. Furthermore, by signing this agreement, customer agrees to pay for all services rendered by Eco Blue through to the cancellation of services. Eco Blue Aquatic Services, Inc., also reserves the right, under special circumstances, to counteract inflation by increasing fees with thirty days' written notice to customers.

This agreement constitutes the entire service agreement between Eco Blue and the customer. Only alterations made in writing and accepted by an authorized agent of both Eco Blue and the Customer, shall be deemed valid alterations to the conditions herein.

**Eco Blue Aquatic Services, Inc.**

**Enclave at Black Point Marina CDD**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**8724 Sunset Drive #94 Miami, FL 33173  
Phone: (305) 316-1817**

**EXHIBIT C**

Allstar Electric Estimate for Relocation of HOA Electrical Meter.

**Governmental Management Services-South Florida, LLC  
5385 N. Nob Hill Road Sunrise, FL 33351**

# All Star Electrical Services, Inc.

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## PROPOSAL

March 5, 2025

All Star Electrical Services, Inc. proposes the following work at:

Enclave at Black Point  
Service Relocate

### Scope of work

Intercept the existing FPL service lateral conduit located at 10389 SW 224 Terr.  
Extend service lateral to the center median.  
Install a new 100 Amp meter main combo with 16 circuit capacity at the center median.  
Install new ground rods and intersystem bond.  
Extend the existing branch circuits to the new meter combo location.

### Not included

- Permit fees.
- Engineered drawings.
- Concrete sub-contractor. (if required)

**Total Cost \$11,200.00 Eleven Thousand Two Hundred Dollars & 00/100**

### Payment schedule

\$4,480.00 Due upon acceptance  
\$4,480.00 Due upon rough inspection  
\$2,240.00 Due upon final inspection

\*This proposal is valid for a period of 30 days from the date stated above.

**Payment Terms & Conditions:** All payments are due upon completion of work unless, otherwise stated above and must be received within 30 days of completion date. Payment of Deposit shall constitute approval of this proposal and acceptance of all terms & conditions. Any and all payments received after 30 days are subject to a \$39.00 late fee in addition to finance charges for time period thereafter until balance has been paid in full. Any and All electrical installations, components, materials, etc... are the property of All Star Electrical Services, Inc. until payment in full. All Star Electrical Services Inc. reserves the right to remove & collect all installations, components, materials, etc.. in the event of payment default by owner/agent. All Star Electrical Services, Inc. reserves the right to file construction liens against owner/agent in the event of payment default by owner/agent. All fees incurred by All Star Electrical Services in association with filing, will be assessed to and become part of balance due.

**Change Orders:** Any deviation or alteration from approved proposal will be executed through written change orders, and may become an extra charge.

\_\_\_\_\_  
Owner/Agent

\_\_\_\_\_  
Date



**Tony's Nursery & Garden Svc. Corp.**  
**P.O. Box 924294**  
**Homestead, Fl 33092**  
**Tel: (305) 258-4062, Fax:(305) 258-4884**  
**E-mail:tonys@lawngarden.net**



## **PROPOSAL**

**September 4<sup>th</sup>, 2025**

**Customer Name:** **Enclave at Black Point Marina CDD**  
5385 N Nob Hill Road  
Sunrise, Fl 33351

<b>Units</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Royal Palm , 20-24 feet clear trunk		\$5,900.00
<b>TOTAL</b>			<b>\$5,900.00</b>

Above prices are inclusive of delivery, materials, and labor. These quantities are estimates of what we feel are necessary to cover the areas in question. Customer shall be invoiced for actual units used. Work will be done once we have received this signed proposal.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_



**Tony's Nursery & Garden Svc. Corp.**  
**P.O. Box 924294**  
**Homestead, Fl 33092**  
**Tel: (305) 258-4062, Fax:(305) 258-4884**  
**E-mail:tonys@lawngarden.net**



## **PROPOSAL**

**September 4<sup>th</sup>, 2025**

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5385 N Nob Hill Road  
Sunrise, Fl 33351

<b>Units</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Price</b>
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<b>TOTAL</b>			<b>\$5,900.00</b>

Above prices are inclusive of delivery, materials, and labor. These quantities are estimates of what we feel are necessary to cover the areas in question. Customer shall be invoiced for actual units used. Work will be done once we have received this signed proposal.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_



## **Memorandum**

**To:** Board of Supervisors

**From:** District Management

**Date:** October 1, 2025

**RE:** HB7013 – Special Districts Performance Measures and Standards

---

This final report is submitted in compliance with recent legislative requirements established by the Florida Legislature during its 2024 session to enhance accountability and transparency for all special districts.

District Management had identified the following focus areas with statutorily compliant goals for the Fiscal Year 2025:

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

In addition, a standardized annual reporting form was created to serve both the goal-setting and yearly reporting statutory requirements.

The goals, objectives, performance measures, and standards discussed herein represent the adopted framework by the Board of Supervisors to maintain compliance with House Bill 7013 and demonstrate the District's ongoing commitment to transparency and public accountability.

This report details the accomplishments for the Fiscal Year 2025, confirming that all goals and objectives were met, outlines the performance measures and standards employed, and provides summaries of the District Engineer's yearly infrastructure condition assessment.

District Management recommends this report be accepted as the official and final Annual Report required under Florida Statutes Section 189.0694 and related provisions.

Juliana Duque  
District Manager  
GMS-SF

ENCLAVE AT BLACK POINT MARINA COMMUNITY  
DEVELOPMENT DISTRICT  
2024-2025 REPORT – PERFORMANCE MEASURES  
AND STANDARDS

**Exhibit A:**  
Goals, Objectives, and Annual Reporting Form



Juliana Duque  
District Manager  
GMS-SF

## **Enclave al Black Point Marina Community Development District**

Performance Measures & Standards – Annual Report

Reporting Period: October 1, 2024 – September 30, 2025

---

### **1. Community Communication and Engagement**

#### **Goal 1.1: Public Meetings Compliance**

The District satisfied statutory requirements by holding regular Board meetings as scheduled, despite some cancellations, with more than three meetings conducted during the Fiscal Year.

Meetings were held on the second Thursday of every other month at 7:30 PM at the Cornerstone Methodist Church, 20740 Old Cutler Road, Cutler Bay, FL. 33189

*Meeting Dates:*

November 14, 2024 – Held

January 09, 2025 – Held

March 13, 2025 – Held

May 08, 2025 – Cancelled

June 12, 2025 – Special Meeting - Held

July 10, 2025 – Cancelled

September 11, 2025 – Cancelled

Result: Standard achieved.

#### **Goal 1.2: Notice of Meetings Compliance**

All meetings were properly noticed on the District website and via local newspaper, in compliance with Florida Statutes.

Result: Standard achieved.

#### **Goal 1.3: Access to Records Compliance**

Monthly website reviews were performed, and minutes and public records remain current and available.

Result: Standard achieved.

---

### **2. Infrastructure and Facilities Maintenance**

#### **Goal 2.1: Field/District Management Site Inspections**

Management conducted site inspections per the District Management Services Agreement.

Result: Standard achieved.

Juliana Duque  
District Manager  
GMS-SF

**Goal 2.2: District Engineer Inspections**

The District Engineer completed the mandated annual infrastructure inspection and submitted a formal report.

Result: Standard achieved.

---

**3. Financial Transparency and Accountability****Goal 3.1: Annual Budget Preparation**

The proposed FY2025 budget was approved before June 15, and the final adopted before September 30, with both posted online.

Result: Standard achieved.

**Goal 3.2: Financial Reports**

The District website includes the latest annual audit, current budget, and financials as required.

Result: Standard achieved.

**Goal 3.3: Annual Financial Audit**

The annual independent audit done by Grau and Associates was completed, approved, published online, and sent to the State of Florida.

Result: Standard achieved.

---

**4. Engineer's Annual Report Summary (2025)**

The Enclave at Black Point Marina CDD 2025 Annual Maintenance Report, prepared by the District Engineer, Alvarez Engineers, has certified that all portions of the Enclave at Black Point Marina CDD infrastructure owned and maintained by the District, such as lakes, fountains, parks, and landscaping, are in good repair and working order. For Fiscal Year 2026, the District has budgeted adequate funds for operations, maintenance, and insurance, ensuring proper care and coverage for all assets under its responsibility. Roadways and certain utilities remain under county ownership, with the District responsible only for landscaping in those areas

The District carries comprehensive insurance, including property, general liability, public officials coverage, and more, with sufficient budget for renewal.

---

**Overall Determination**

The Enclave at Black Point Marina Community Development District met all Performance Measures and Standards for Fiscal Year 2024-2025. Required meetings, transparency efforts, infrastructure maintenance, and financial protocols were fulfilled.

Juliana Duque  
District Manager  
GMS-SF

Chair/Vice Chair: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Enclave at Black Point Marina Community Development District

District Manager: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Enclave at Black Point Marina Community Development District

Juliana Duque  
District Manager  
GMS-SF

# Enclave At Black Point Marina

## COMMUNITY DEVELOPMENT DISTRICT

### Check Register

#### Fiscal Year 2026

#### 06/01/25-11/30/25

<i>Date</i>	<i>check #'s</i>		<i>Amount</i>
06/01/25 - 06/30/25	1356-1367	\$	29,068.69
07/01/25 - 07/31/25	1368-1372	\$	14,402.60
Autopay	80001		137.55
08/01/25-08/31/25	1373-1377	\$	17,355.70
Autopay	80002		137.55
09/01/25 - 09/30/25	1378-1383	\$	9,667.29
Autopay	80003		137.55
10/01/25-10/31/25	1384-1390	\$	21,393.20
Autopay	80004		137.55
11/01/25-11/30/25	1391-1399	\$	37,990.55
Autopay	80005		137.55
<b>TOTAL</b>		<b>\$</b>	<b>130,565.78</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/03/25	00044	5/29/25 5117	202505 320-53800-46000	TROUBLESHOOT FOUNTAIN #1	*	275.00	
				ALL STAR ELECTRICAL SERVICES, INC.			275.00 001356
6/03/25	00005	4/30/25 193058	202504 310-51300-31500	APR 25 - GENERAL COUNSEL	*	500.00	
				BILLING COCHRAN, P.A.			500.00 001357
6/03/25	00018	6/03/25 TAX REC	202506 300-20700-10000	TRANSFER OF TAX RECEIPTS	*	9,735.98	
				ENCLAVE AT BLACK POINT MARINA CDD			9,735.98 001358
6/03/25	00001	6/01/25 315	202506 310-51300-34000	JUN 25 - MGMT FEES	*	3,279.17	
		6/01/25 315	202506 310-51300-35100	JUN 25 - COMPUTER TIME	*	100.00	
		6/01/25 315	202506 310-51300-31300	JUN 25 - DISSEMINATION	*	222.92	
		6/01/25 315	202506 310-51300-49500	JUN 25 - WEBSITE ADMIN	*	100.00	
		6/01/25 315	202506 310-51300-51000	JUN 25 - OFFICE SUPPLIES	*	19.20	
		6/01/25 315	202506 310-51300-42000	JUN 25 - POSTAGE	*	168.36	
		6/01/25 315	202506 310-51300-42500	JUN 25 - COPIES	*	121.00	
		6/01/25 316	202506 320-53800-34000	JUN 25 - FIELD SERVICES	*	1,157.17	
				GMS-SF, LLC			5,167.82 001359
6/03/25	00040	5/15/25 2014165	202504 320-53800-46300	APR 25 - FOUNTAIN SERVICE	*	300.00	
				THE LAKE DOCTORS, INC.			300.00 001360
6/03/25	00050	5/31/25 304255	202505 310-51300-48000	LEGAL ADS	*	644.05	
		5/31/25 304256	202505 310-51300-48000	LEGAL ADS	*	2,714.25	
				MCCLATCHY COMPANY LLC			3,358.30 001361
9/15/25	00050	5/31/25 304255	202505 310-51300-48000	LEGAL ADS	V	644.05-	
		5/31/25 304256	202505 310-51300-48000	LEGAL ADS	V	2,714.25-	
				MCCLATCHY COMPANY LLC			3,358.30-001361

ENCL --ENCLAVE-- ACOOPER

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
6/03/25	00020	4/29/25	REG VOTE 202504 310-51300-49000 # OF REGISTERED VOTERS	MIAMI-DADE COUNTY ELECTIONS DEPT	*	60.00	60.00 001362
6/03/25	00032	6/01/25	29060125 202506 320-53800-46201 JUN 25 - PORTER SERVICES		*	1,280.00	
		6/01/25	32060125 202506 320-53800-46200 JUN 25 - LAWN SERVICE	TONY'S NURSERY & GARDEN	*	2,484.17	3,764.17 001363
6/26/25	00009	6/01/25	8452 202505 310-51300-31100 ENG SVC 5/1-5/31/25	ALVAREZ ENGINEERS, INC.	*	91.42	91.42 001364
6/26/25	00005	5/31/25	193583 202505 310-51300-31500 MAY 25 - GENERAL COUNSEL	BILLING COCHRAN, P.A.	*	500.00	500.00 001365
6/26/25	00047	6/02/25	2447586 202506 310-51300-32300 TRUSTEE FEES SER 2017	COMPUTERSHARE TRUST COMPANY NA	*	5,000.00	5,000.00 001366
6/26/25	00040	6/05/25	2035204 202506 320-53800-46800 JUN 25 - LAKE MANAGEMENT	THE LAKE DOCTORS, INC.	*	316.00	316.00 001367
7/10/25	00005	6/30/25	193919 202506 310-51300-31500 JUN 25 - GENERAL COUNSEL	BILLING COCHRAN, P.A.	*	1,502.50	1,502.50 001368
7/10/25	00018	7/10/25	TAX REC 202507 300-20700-10000 TRANSFER OF TAX RECEIPTS	ENCLAVE AT BLACK POINT MARINA CDD	*	2,081.52	2,081.52 001369
7/10/25	00037	6/02/25	756446 202507 320-53800-34500 JUL-SEP 25 - MONITORING	ENVERA	*	2,030.39	2,030.39 001370
7/10/25	00001	7/01/25	317 202507 310-51300-34000 JUL 25 - MGMT FEES		*	3,279.17	
		7/01/25	317 202507 310-51300-35100 JUL 25 - COMPUTER TIME		*	100.00	
		7/01/25	317 202507 310-51300-31300 JUL 25 - DISSEMINATION		*	222.92	
		7/01/25	317 202507 310-51300-49500 JUL 25 - WEBSITE ADMIN		*	100.00	

ENCL --ENCLAVE-- ACOOPER

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		7/01/25 317	202507 310-51300-42000		*	6.21	
		JUL 25 - POSTAGE					
		7/01/25 317	202507 310-51300-42500		*	21.00	
		JUL 25 - COPIES					
		7/01/25 318	202507 320-53800-34000		*	1,157.17	
		JUL 25 - FIELD SERVICES					
			GMS-SF, LLC				4,886.47 001371
7/10/25 00032		7/01/25 29070125	202507 320-53800-46201		*	1,280.00	
		JUL 25 - PORTER SERVICES					
		7/01/25 32070125	202507 320-53800-46200		*	2,484.17	
		JUL 25 - LAWN SERVICE					
			TONY'S NURSERY & GARDEN				3,764.17 001372
8/13/25 00009		7/09/25 8587	202506 310-51300-31100		*	1,650.40	
		2025 YEARLY ENG REPORT					
			ALVAREZ ENGINEERS, INC.				1,650.40 001373
8/13/25 00001		8/01/25 319	202508 320-53800-34000		*	1,157.17	
		AUG 25 - FIELD SERVICES					
		8/01/25 320	202508 310-51300-34000		*	3,279.17	
		AUG 25 - MGMT FEES					
		8/01/25 320	202508 310-51300-35100		*	100.00	
		AUG 25 - COMPUTER TIME					
		8/01/25 320	202508 310-51300-31300		*	222.92	
		AUG 25 - DISSEMINATION					
		8/01/25 320	202508 310-51300-49500		*	100.00	
		AUG 25 - WEBSITE ADMIN					
		8/01/25 320	202508 310-51300-42000		*	4.83	
		AUG 25 - POSTAGE					
			GMS-SF, LLC				4,864.09 001374
8/13/25 00045		7/09/25 28799	202507 320-53800-46300		*	4,007.49	
		3HP MOTOR REPLACEMENT					
			HALL FOUNTAINS INCORPORATED				4,007.49 001375
8/13/25 00040		7/10/25 2039641	202507 320-53800-46800		*	316.00	
		JUL 25 - LAKE MANAGEMENT					
		7/17/25 2039475	202507 320-53800-46300		*	300.00	
		JUL 25 - FOUNTAIN SERVICE					
		8/04/25 2040226	202508 320-53800-46800		*	316.00	
		AUG 25 - LAKE MANAGEMENT					
			THE LAKE DOCTORS, INC.				932.00 001376
8/13/25 00032		7/29/25 32072925	202507 320-53800-46202		*	2,000.00	
		REMOVAL OF ROYAL PALM					

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AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 12/22/25		PAGE 4	
*** CHECK DATES 06/01/2025 - 11/30/2025 ***														
ENCLAVE AT BLACK POINT MARINA														
BANK A ENCLAVE AT BPM - GF														
CHECK DATE	VEND#	.....INVOICE.....		...EXPENSED TO...			VENDOR NAME		STATUS	AMOUNT	....CHECK.....			
		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS			AMOUNT		#	
		8/01/25	29080125	202508	320	53800	46201		*		1,280.00			
			AUG 25 - PORTER SERVICES											
		8/01/25	32080125	202508	320	53800	46200		*		2,484.17			
			AUG 25 - LAWN SERVICE											
								TONY'S NURSERY & GARDEN				5,764.17	001377	
9/03/25	00005	7/31/25	194570	202507	310	51300	31500		*		500.00			
			JUL 25 - GENERAL COUNSEL											
								BILLING COCHRAN, P.A.				500.00	001378	
9/03/25	00001	9/01/25	321	202509	320	53800	34000		*		1,157.17			
			SEP 25 - FIELD SERVICES											
		9/01/25	322	202509	310	51300	34000		*		3,279.17			
			SEP 25 - MGMT FEES											
		9/01/25	322	202509	310	51300	35100		*		100.00			
			SEP 25 - COMPUTER TIME											
		9/01/25	322	202509	310	51300	31300		*		222.92			
			SEP 25 - DISSEMINATION											
		9/01/25	322	202509	310	51300	49500		*		100.00			
			SEP 25 - WEBSITE ADMIN											
		9/01/25	322	202509	310	51300	42000		*		2.96			
			SEP 25 - POSTAGE											
								GMS-SF, LLC				4,862.22	001379	
9/03/25	00032	9/01/25	29090125	202509	320	53800	46201		*		1,280.00			
			SEP 25 - PORTER SERVICES											
		9/01/25	32090125	202509	320	53800	46200		*		2,484.17			
			SEP 25 - LAWN SERVICE											
								TONY'S NURSERY & GARDEN				3,764.17	001380	
9/15/25	00005	8/31/25	195045	202508	310	51300	31500		*		500.00			
			AUG 25 - GENERAL COUNSEL											
								BILLING COCHRAN, P.A.				500.00	001381	
9/15/25	00040	9/05/25	2040704	202509	320	53800	46800		*		316.00			
			SEP 25 - LAKE MANAGEMENT											
								THE LAKE DOCTORS, INC.				316.00	001382	
9/15/25	00050	5/31/25	304255	202505	310	51300	48000		*		644.05			
			LEGAL ADS											
		5/31/25	304256	202505	310	51300	48000		*		2,714.25			
			LEGAL ADS											
								MCCLATCHY COMPANY LLC				3,358.30	001383	
10/20/25	00044	9/11/25	5222	202509	320	53800	46000		*		475.00			
			REPL POST BASE/LGHT FIX											
								ALL STAR ELECTRICAL SERVICES, INC.				475.00	001384	
ENCL --ENCLAVE-- ACOOPER														

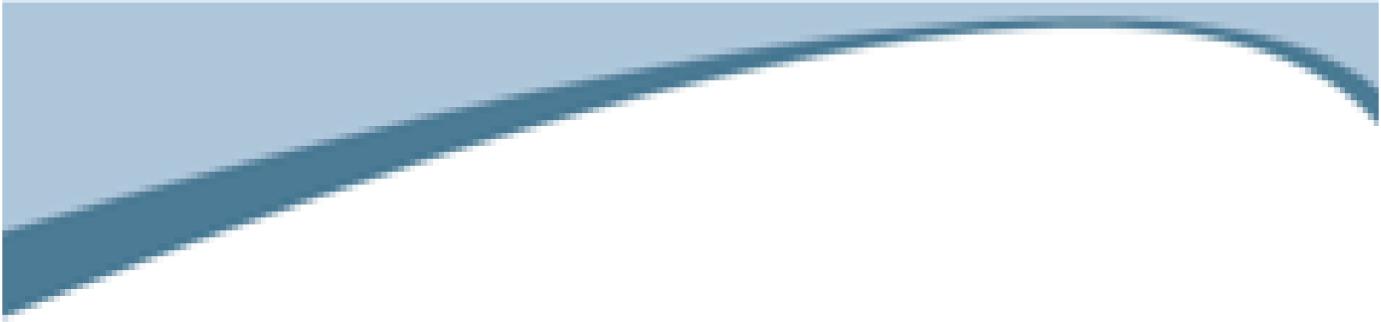
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
10/20/25	00005	9/30/25 195481 SEP 25 -	202509 310-51300-31500 GENERAL COUNSEL	BILLING COCHRAN, P.A.	*	1,697.50	1,697.50 001385
10/20/25	00037	9/02/25 759789 OCT-DEC 25 -	202510 320-53800-34500 MONITORING	ENVERA	*	2,223.33	2,223.33 001386
10/20/25	00006	10/01/25 93039 SPECIAL	202510 310-51300-54000 DISTRICT FEE FY26	FLORIDACOMMERCE	*	175.00	175.00 001387
10/20/25	00001	10/01/25 323 OCT 25 -	202510 310-51300-34000 MGMT FEES		*	3,508.75	
		10/01/25 323 OCT 25 -	202510 310-51300-35100 COMPUTER TIME		*	100.00	
		10/01/25 323 OCT 25 -	202510 310-51300-31300 DISSEMINATION		*	238.50	
		10/01/25 323 OCT 25 -	202510 310-51300-49500 WEBSITE ADMIN		*	100.00	
		10/01/25 323 OCT 25 -	202510 310-51300-42000 POSTAGE		*	3.70	
		10/01/25 323 OCT 25 -	202510 310-51300-42500 COPIES		*	3.00	
		10/01/25 324 OCT 25 -	202510 320-53800-34000 FIELD SERVICES		*	1,238.25	
			GMS-SF, LLC				5,192.20 001388
10/20/25	00040	10/14/25 2041170 OCT 25 -	202510 320-53800-46800 LAKE MANAGEMENT	THE LAKE DOCTORS, INC.	*	316.00	316.00 001389
10/20/25	00032	9/26/25 32092625 IRRIGATION REPAIR	202509 320-53800-46400		*	1,650.00	
		9/26/25 32092625 ROYAL PALM CLEAR TRUNK	202509 320-53800-46202		*	5,900.00	
		10/01/25 29100125 OCT 25 -	202510 320-53800-46201 PORTER SERVICES		*	1,280.00	
		10/01/25 32100125 OCT 25 -	202510 320-53800-46200 LAWN SERVICE		*	2,484.17	
			TONY'S NURSERY & GARDEN				11,314.17 001390
11/05/25	00044	10/17/25 5237 TRBSHT TRIPPED CIR. BRKR	202510 320-53800-46000		*	1,500.00	
		10/23/25 5249 RPLC BROOKS BOX/POST BASE	202510 320-53800-46000		*	675.00	
			ALL STAR ELECTRICAL SERVICES, INC.				2,175.00 001391

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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/05/25	00001	11/01/25 327	202511 320-53800-34000		*	1,238.25	
		NOV 25 -	FIELD SERVICES				
11/01/25		328	202511 310-51300-34000		*	3,508.75	
		NOV 25 -	MGMT FEES				
11/01/25		328	202511 310-51300-35100		*	100.00	
		NOV 25 -	COMPUTER TIME				
11/01/25		328	202511 310-51300-31300		*	238.50	
		NOV 25 -	DISSEMINATION				
11/01/25		328	202511 310-51300-49500		*	100.00	
		NOV 25 -	WEBSITE ADMIN				
11/01/25		328	202511 310-51300-42000		*	4.44	
		NOV 25 -	POSTAGE				
			GMS-SF, LLC				5,189.94 001392
11/05/25	00040	10/27/25 2041109	202510 320-53800-46300		*	300.00	
		OCT 25 -	FOUNTAIN SERVICE				
			THE LAKE DOCTORS, INC.				300.00 001393
11/05/25	00042	10/30/25 19360	202510 320-53800-46700		*	3,600.00	
			PRESSURE WASH SIDEWALKS				
		10/30/25 19361	202510 320-53800-46700		*	1,100.00	
			PRESSURE WASH SIDEWALKS				
			PEOPLE'S CHOICE PRESSURE CLEANING				4,700.00 001394
11/05/25	00032	11/01/25 29110125	202511 320-53800-46201		*	1,280.00	
		NOV 25 -	PORTER SERVICES				
		11/01/25 32110125	202511 320-53800-46200		*	2,484.17	
		NOV 25 -	LAWN SERVICE				
		11/04/25 32110424	202510 320-53800-49000		*	9,900.00	
			TREE TRIMMING-PALMS				
			TONY'S NURSERY & GARDEN				13,664.17 001395
11/07/25	00019	9/26/25 30153	202510 310-51300-45000		*	10,686.00	
		FY2026	INSURANCE				
			EGIS INSURANCE ADVISORS,LLC				10,686.00 001396
11/17/25	00005	10/31/25 195862	202510 310-51300-31500		*	525.00	
		OCT 25 -	GENERAL COUNSEL				
			BILLING COCHRAN, P.A.				525.00 001397
11/17/25	00040	11/06/25 2041738	202511 320-53800-46800		*	316.00	
		NOV 25 -	LAKE MANAGEMENT				
			THE LAKE DOCTORS, INC.				316.00 001398
11/17/25	00050	9/30/25 IV52665	202510 310-51300-48000		*	434.44	
			LEGAL ADS				
			MCCLATCHY COMPANY LLC				434.44 001399
			TOTAL FOR BANK A			129,878.03	
			ENCL --ENCLAVE--	ACOOPER			

CHECK	VEND#	.....INVOICE.....	...EXPENSED TO...	VENDOR NAME	STATUS	AMOUNT	.....CHECK.....
DATE		DATE INVOICE	YRMO DPT ACCT# SUB SUBCLASS				AMOUNT #

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/31/25	00038	7/11/25 07112025	202507 320-53800-41500 JUL 25 - INTERNET		*	137.55	
			COMCAST				137.55 080001
8/31/25	00038	8/11/25 08112025	202508 320-53800-41500 AUG 25 - INTERNET		*	137.55	
			COMCAST				137.55 080002
9/30/25	00038	9/11/25 09112025	202509 320-53800-41500 SEP 25 - INTERNET		*	137.55	
			COMCAST				137.55 080003
10/31/25	00038	10/11/25 10112025	202510 320-53800-41500 OCT 25 - INTERNET		*	137.55	
			COMCAST				137.55 080004
11/30/25	00038	11/11/25 11112025	202511 320-53800-41500 NOV 25 - INTERNET		*	137.55	
			COMCAST				137.55 080005
TOTAL FOR BANK Z						687.75	
TOTAL FOR REGISTER						130,565.78	



***Enclave At Black Point Marina***  
***Community Development District***

***Unaudited Financial Reporting***  
***November 30, 2025***



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8	<u>Long Term Debt Report</u>
9	<u>Assessment Receipt Schedule</u>
10	<u>Check Register</u>

# Enclave At Black Point Marina

## Community Development District

### Combined Balance Sheet

November 30, 2025

	General Fund	Debt Service Fund	Capital Project Fund	Totals Governmental Funds
<b>Assets:</b>				
<u>Cash:</u>				
Operating Account	\$ 36,225	\$ -	\$ -	\$ 36,225
Accounts Receivable	61	-	-	61
<u>Investments:</u>				
State Board Administration	109,152	-	-	109,152
<u>Series 2017</u>				
Reserve	-	135,076	-	135,076
Interest	-	4	-	4
Revenue	-	134,405	-	134,405
Principal	-	17	-	17
Acquisition & Construction	-	-	183,080	183,080
Cost of Issuance	-	-	10	10
<b>Total Assets</b>	<b>\$ 145,438</b>	<b>\$ 284,296</b>	<b>\$ 183,090</b>	<b>\$ 612,825</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 10,746	\$ -	\$ -	\$ 10,746
<b>Total Liabilities</b>	<b>\$ 25,539</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,539</b>
<b>Fund Balance:</b>				
Restricted for:				
Debt Service - Series 2017	\$ -	\$ 284,296	\$ -	\$ 284,296
Capital Project - Series 2017			183,090	183,090
Unassigned	119,899	-	-	119,899
<b>Total Fund Balances</b>	<b>\$ 119,899</b>	<b>\$ 284,296</b>	<b>\$ 183,090</b>	<b>\$ 587,286</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 145,438</b>	<b>\$ 284,296</b>	<b>\$ 183,090</b>	<b>\$ 612,825</b>

# Enclave At Black Point Marina

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/25	Thru 11/30/25	Variance
<b><u>Revenues:</u></b>				
Special Assessments - On Roll	\$ 268,233	\$ 17,821	\$ 17,821	\$ -
Interest Income	5,000	833	969	136
<b>Total Revenues</b>	<b>\$ 273,233</b>	<b>\$ 18,654</b>	<b>\$ 18,790</b>	<b>\$ 136</b>
<b><u>Expenditures:</u></b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 6,000	\$ 1,000	\$ -	\$ 1,000
PR-FICA	459	77	-	77
Engineering	7,000	1,167	-	1,167
Attorney	20,000	3,333	1,328	2,006
Annual Audit	3,600	600	-	600
Dissemination Agent	2,862	477	477	0
Trustee Fees	5,000	833	-	833
Management Fees	42,105	7,018	7,018	-
Information Technology	1,200	200	200	-
Website Maintenance	1,200	200	200	-
Telephone	150	25	-	25
Postage & Delivery	500	83	74	10
Meeting Room Rental	600	100	-	100
Insurance General Liability	10,800	9,507	9,507	-
Printing & Binding	500	83	3	80
Legal Advertising	2,760	460	434	26
Office Supplies	500	83	-	83
Other Current Charges	500	83	144	(61)
Dues, Licenses & Subscriptions	175	175	175	-
Capital Outlay	-	-	-	-
<b>Total General &amp; Administrative</b>	<b>\$ 105,911</b>	<b>\$ 25,505</b>	<b>\$ 19,559</b>	<b>\$ 5,945</b>

# Enclave At Black Point Marina

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/25	Thru 11/30/25	Variance
<b><u>Operations &amp; Maintenance</u></b>				
<b>Field Expenditures</b>				
Field Manager	\$ 14,859	\$ 2,477	\$ 2,477	-
Security	24,000	4,000	2,223	1,777
Internet	1,800	300	275	25
Virtual Guard Monitoring	9,500	1,583	-	1,583
Landscape Maintenance	30,000	5,000	4,968	32
Landscape Replacement	20,000	3,333	9,878	(6,544)
Lake Maintenance	10,000	1,667	632	1,035
Fountains	7,500	1,250	300	950
Repairs & Maintenance	15,000	2,500	2,175	325
Irrigation Repairs	5,000	833	-	833
Pressure Washing	5,000	4,700	4,700	-
Porter Service	15,360	2,560	2,560	-
Capital Outlay/Fountain Replacement	20,000	3,333	-	3,333
Contingency/Tree Trimming	29,000	4,833	9,900	(5,067)
Property Insurance	1,300	217	1,179	(962)
<b>Subtotal Field Expenditures</b>	<b>\$ 208,319</b>	<b>\$ 38,587</b>	<b>\$ 41,267</b>	<b>\$ (2,680)</b>
<b>Total Expenditures</b>	<b>\$ 314,230</b>	<b>\$ 64,091</b>	<b>\$ 60,826</b>	<b>\$ 3,265</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (40,997)</b>	<b>\$ (45,437)</b>	<b>\$ (42,036)</b>	<b>\$ (3,129)</b>
<b>Net Change in Fund Balance</b>	<b>\$ (40,997)</b>	<b>\$ (45,437)</b>	<b>\$ (42,036)</b>	<b>\$ (3,129)</b>
<b>Fund Balance - Beginning</b>	<b>\$ 40,997</b>		<b>\$ 161,935</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 119,899</b>	

# Enclave At Black Point Marina

## Community Development District

### Debt Service Fund Series 2017

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2025

	Adopted Budget	Prorated Budget Thru 11/30/25	Actual Thru 11/30/25	Variance
<b><u>Revenues:</u></b>				
Special Assessments - On Roll	\$ 222,663	\$ 14,793	\$ 14,793	\$ -
Interest Income	5,000	833	2,091	1,258
<b>Total Revenues</b>	<b>\$ 227,663</b>	<b>\$ 15,626</b>	<b>\$ 16,884</b>	<b>\$ 1,258</b>
<b><u>Expenditures:</u></b>				
Interest Expense - 11/1	\$ 40,663	\$ 40,663	\$ 40,663	\$ -
Interest Expense - 5/1	40,663	-	-	-
Principal Expense - 5/1	140,000	-	-	-
<b>Total Expenditures</b>	<b>\$ 221,325</b>	<b>\$ 40,663</b>	<b>\$ 40,663</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 6,338</b>	<b>\$ (25,036)</b>	<b>\$ (23,778)</b>	<b>\$ 1,258</b>
<b>Net Change in Fund Balance</b>	<b>\$ 6,338</b>	<b>\$ (25,036)</b>	<b>\$ (23,778)</b>	<b>\$ 1,258</b>
<b>Fund Balance - Beginning</b>	<b>\$ 177,863</b>		<b>\$ 308,074</b>	
<b>Fund Balance - Ending</b>	<b>\$ 184,201</b>		<b>\$ 284,296</b>	

# Enclave At Black Point Marina

## Community Development District

### Capital Reserve Fund 2017

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2025

	Adopted Budget	Prorated Budget Thru 11/30/25	Actual Thru 11/30/25	Variance
<b>Revenues</b>				
Interest Income	\$ -	\$ -	\$ 1,234	\$ 1,234
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,234</b>	<b>\$ 1,234</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,234</b>	<b>\$ 1,234</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,234</b>	<b>\$ 1,234</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 181,856</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 183,090</b>	

**Enclave At Black Point Marina**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Special Assessments - On Roll	\$ -	\$ 17,821	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,821
Interest Income	575	395	-	-	-	-	-	-	-	-	-	-	969
<b>Total Revenues</b>	<b>\$ 575</b>	<b>\$ 18,215</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,790</b>
<b>Expenditures:</b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-
Attorney	525	803	-	-	-	-	-	-	-	-	-	-	1,328
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	-	-	-	-	-	-	-	-	-	-	-	-	-
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	239	239	-	-	-	-	-	-	-	-	-	-	477
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	3,509	3,509	-	-	-	-	-	-	-	-	-	-	7,018
Information Technology	100	100	-	-	-	-	-	-	-	-	-	-	200
Website Maintenance	100	100	-	-	-	-	-	-	-	-	-	-	200
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	4	70	-	-	-	-	-	-	-	-	-	-	74
Meeting Room Rental	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance General Liability	9,507	-	-	-	-	-	-	-	-	-	-	-	9,507
Printing & Binding	3	-	-	-	-	-	-	-	-	-	-	-	3
Legal Advertising	434	-	-	-	-	-	-	-	-	-	-	-	434
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges	87	58	-	-	-	-	-	-	-	-	-	-	144
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total General &amp; Administrative</b>	<b>\$ 14,682</b>	<b>\$ 4,877</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,559</b>

**Enclave At Black Point Marina**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Operations &amp; Maintenance</u></b>													
<b>Field Expenditures</b>													
Field Manager	1,238	1,238	-	-	-	-	-	-	-	-	-	-	2,477
Security	2,223	-	-	-	-	-	-	-	-	-	-	-	2,223
Internet	138	138	-	-	-	-	-	-	-	-	-	-	275
Virtual Guard Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Maintenance	2,484	2,484	-	-	-	-	-	-	-	-	-	-	4,968
Landscape Replacement	-	9,878	-	-	-	-	-	-	-	-	-	-	9,878
Lake Maintenance	316	316	-	-	-	-	-	-	-	-	-	-	632
Fountains	300	-	-	-	-	-	-	-	-	-	-	-	300
Repairs & Maintenance	2,175	-	-	-	-	-	-	-	-	-	-	-	2,175
Irrigation Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Pressure Washing	4,700	-	-	-	-	-	-	-	-	-	-	-	4,700
Porter Service	1,280	1,280	-	-	-	-	-	-	-	-	-	-	2,560
Capital Outlay/Fountain Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency/Tree Trimming	9,900	-	-	-	-	-	-	-	-	-	-	-	9,900
Property Insurance	1,179	-	-	-	-	-	-	-	-	-	-	-	1,179
<b>Subtotal Field Expenditures</b>	<b>\$ 25,933</b>	<b>\$ 15,334</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 41,267</b>
<b>Total Expenditures</b>	<b>\$ 40,615</b>	<b>\$ 20,211</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 60,826</b>
<b>Excess (Deficiency) of Revenues over Exp.</b>	<b>\$ (40,040)</b>	<b>\$ (1,996)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (42,036)</b>
<b>Net Change in Fund Balance</b>	<b>\$ (40,040)</b>	<b>\$ (1,996)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (42,036)</b>

# Enclave At Black Point Marina

## Community Development District

### Long Term Debt Report

Series 2017, Special Assessment Refunding Bonds		
Original Issue Amount:		\$3,085,000.00
Term 1:	\$1,125,000.00	
Interest Rate:	1.75% - 3.50%	
Maturity Date:	5/1/2026	
Term 2:	\$790,000.00	
Interest Rate:	3.75%	
Maturity Date:	5/1/2031	
Term 3:	\$1,170,000.00	
Interest Rate:	4.00%	
Maturity Date:	5/1/2037	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$111,331.25	
Reserve Fund Balance	\$135,076.47	
Bonds Outstanding - 6/29/2017		\$3,085,000
Less: Principal Payment - 5/1/18		(\$110,000)
Less: Principal Payment - 5/1/19		(\$115,000)
Less: Principal Payment - 5/1/20		(\$120,000)
Less: Principal Payment - 5/1/21		(\$120,000)
Less: Principal Payment - 5/1/22		(\$125,000)
Less: Principal Payment - 5/1/23		(\$130,000)
Less: Principal Payment - 5/1/24		(\$130,000)
Less: Principal Payment - 5/1/25		(\$135,000)
<b>Current Bonds Outstanding</b>		<b>\$2,100,000</b>

**Enclave At Black Point Marina**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts - Miami-Dade County**  
**Fiscal Year 2026**

Gross Assessments \$ 282,350.40 \$ 234,381.60 \$ 516,732.00  
Net Assessments \$ 268,232.88 \$ 222,662.52 \$ 490,895.40

**ON ROLL ASSESSMENTS**

allocation in % 54.64% 45.36% 100.00%

<i>Date</i>	<i>Gross Amount</i>	<i>Discount/ Penalty</i>	<i>Commission</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&amp;M Portion</i>	<i>2017 Debt Service</i>	<i>Total</i>
11/12/25	\$ 2,153.05	\$ 86.12	\$ 20.67	\$ -	\$ 2,046.26	\$ 1,118.11	\$ 928.15	\$ 2,046.26
11/17/25	15,071.35	602.84	144.69	-	14,323.82	7,826.76	6,497.06	14,323.82
11/18/25	2,046.81	107.45	19.39	-	1,919.97	1,049.10	870.87	1,919.97
11/28/25	15,071.35	602.84	144.68	-	14,323.83	7,826.76	6,497.07	14,323.83
<b>TOTAL</b>	<b>\$ 34,342.56</b>	<b>\$ 1,399.25</b>	<b>\$ 329.43</b>	<b>\$ -</b>	<b>\$ 32,613.88</b>	<b>\$ 17,820.73</b>	<b>\$ 14,793.15</b>	<b>\$ 32,613.88</b>

<b>6.65%</b>	<b>Percent Collected</b>
<b>\$ 482,389.44</b>	<b>Balance Remaining to Collect</b>