



**TREE ISLAND ESTATES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
OCTOBER 22, 2024
6:00 P.M.**

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

www.treeislandestatescdd.org

786.303.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
TREE ISLAND ESTATES COMMUNITY DEVELOPMENT DISTRICT
Kendall Executive Center
8785 SW 165th Avenue, Suite 200
Miami, Florida 33193
REGULAR BOARD MEETING
October 22, 2024
6:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. June 25, 2024 Regular Board Meeting & Public Hearing.....Page 2
- G. Old Business
 - 1. Update Regarding Installation of Cameras and License Agreement.....Page 5
- H. New Business
 - 1. Consider Resolution No. 2024-04 – Adopting a Fiscal Year 2023/2024 Amended Budget.....Page 13
 - 2. Consider Resolution No. 2024-05 – Adopting Goals and Objectives.....Page 18
- I. Administrative Matters
- J. Additional Board Member/Staff Comments and Requests
- K. Adjourn



The Beaufort Gazette
 The Belleville News-Democrat
 Bellingham Herald
 Centre Daily Times
 Sun Herald
 Idaho Statesman
 Bradenton Herald
 The Charlotte Observer
 The State
 Ledger-Enquirer

Durham | The Herald-Sun
 Fort Worth Star-Telegram
 The Fresno Bee
 The Island Packet
 The Kansas City Star
 Lexington Herald-Leader
 The Telegraph - Macon
 Merced Sun-Star
 Miami Herald
 El Nuevo Herald

The Modesto Bee
 The Sun News - Myrtle Beach
 Raleigh News & Observer
 Rock Hill | The Herald
 The Sacramento Bee
 San Luis Obispo Tribune
 Tacoma | The News Tribune
 Tri-City Herald
 The Wichita Eagle
 The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142131	599452	Print Legal Ad-IPL01978520 - IPL0197852		\$764.59	2	51L

Attention: Laura J. Archer

Tree Island Estates Community Development District
 c/o Special District Services, Inc.
 2501A Burns Road
 Palm Beach Gardens, Florida 33410
 LArcher@sdsinc.org

**TREE ISLAND ESTATES COMMUNITY DEVELOPMENT DISTRICT
 FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE**
NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the **Tree Island Estates Community Development District (the "District")** will hold Regular Meetings in the conference room at the Kendall Executive Center located at 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193 at 6:00 p.m., on the following dates:

- October 22, 2024**
- November 26, 2024**
- February 25, 2025**
- March 25, 2025**
- April 22, 2025**
- May 27, 2025**
- June 24, 2025**
- July 22, 2025**
- August 26, 2025**

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussion taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

TREE ISLAND ESTATES COMMUNITY DEVELOPMENT DISTRICT

www.treeislandestatescdd.org
 IPL0197852
 Oct 10 2024

**PUBLISHED DAILY
 MIAMI-DADE-FLORIDA**

**STATE OF FLORIDA
 COUNTY OF MIAMI-DADE**

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:

Publication: Miami Herald

1 insertion(s) published on:

10/10/24

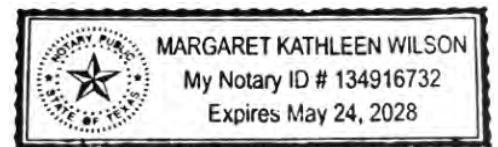
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of two years next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s). The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 10th day of October in the year of 2024

Margaret K. Wilson

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

**TREE ISLAND ESTATES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
JUNE 25, 2024**

A. CALL TO ORDER

The July 25, 2024, Regular Board Meeting and Public Hearing of the Tree Island Estates Community Development District (the “District”) was called to order at 6:03 p.m. in the meeting room at the Kendall Executive Office located at 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 13, 2023, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of Chairman Luis Delrio and Supervisors Oremia Delrio and Donville Morrison constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance included: District Manager Armando Silva of Special District Services, Inc.; and General Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

F. APPROVAL OF MINUTES

1. May 26, 2024, Regular Board Meeting

The minutes of the **May 26, 2024, Regular Board Meeting** were presented for approval.

A MOTION was made by Mr. Delrio, seconded by Mr. Morrison and unanimously passed to approve the minutes of the May 26, 2024, Regular Board Meeting , as presented.
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At approximately 6:03 p.m., Mr. Silva recessed the Regular Meeting and simultaneously opened the Public Hearing.

G. PUBLIC HEARING

1. Proof of Publication

Proof of publication was presented that notice of the Public Hearing had been published in the *Miami Herald* on June 5, 2024 and June 12, 2024, as legally required.

2. Receive Public Comment on Adopting a Fiscal Year 2024/2025 Final Budget

Mr. Silva opened the public comment portion of the Public Hearing to receive comments on the fiscal year 2024/2025 final budget and non-ad valorem special assessments. There being no comments on the fiscal year 2024/2025 budget and assessments, Mr. Silva closed the public comment portion of the Public Hearing.

3. Consider Resolution No. 2024-02 – Adopting a Fiscal Year 2024/2025 Final Budget

Mr. Silva presented Resolution No. 2024-02, entitled:

RESOLUTION NO. 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TREE ISLAND ESTATES COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2024/2025 BUDGET INCLUDING NON-AD VALOREM SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2024/2025 Final Budget and the non-ad valorem special assessment tax roll.

A **MOTION** was made by Mr. Morrison, seconded by Mrs. Delrio and unanimously passed to adopt Resolution No. 2024-02, approving the Fiscal Year 2024/2025 Final Budget and non-ad valorem special assessment tax roll (Assessment Levy), as presented.

At approximately 6:09 p.m., Mr. Silva closed the Public Hearing and simultaneously reconvened the Regular Meeting.

H. OLD BUSINESS

1. Update Regarding Installation of Cameras Throughout District - Internet

Mr. Silva stated that the solar panels and cameras throughout the District had been installed but there was an issue with the internet connection that is prohibiting the remote access of the cameras by multiple users. This issue has been resolved by upgrading the internet speed and directly connecting to an internet box. The new issue is that the solar panels are not providing enough power to the cameras so the cameras contractor has suggested that the power to the cameras be directly supplied by an electrical source available at the Tree Island Estates Homeowners Association (“HOA”) Pool Area. A discussion ensued after which;

A **motion** was made by Mr. Delrio, seconded by Mr. Morrison and unanimously passed to approve an amount not to exceed \$22,000 for the direct installation of electrical power to the cameras; and thus authorizes District Counsel to draft a License Agreement between the District and the HOA which grants the District the right to install electrical conduits within the HOA’s tract for the purpose of powering the cameras.

I. NEW BUSINESS

1. Consider Resolution No. 2024-03 – Adopting a Fiscal Year 2024/2025 Meeting Schedule

Mr. Silva presented Resolution No. 2024-03, entitled:

RESOLUTION NO. 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TREE ISLAND ESTATES COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva read the title of the resolution into the record and noted that meetings would remain at the same location of the Kendall Executive Office located at 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193. A discussion ensued after which;

A **MOTION** was made by Mr. Morrison, seconded by Mr. Delrio and unanimously passed to adopt Resolution No. 2024-03, *as presented*; thereby setting the fiscal year 2024/2025 regular meeting schedule and authorizing the publication of the annual meeting schedule, as required by law.

2. Enforcement of County “No Parking” Signs

Mr. Silva informed the District Board that Miami-Dade County is the only entity that can enforce the “No Parking” regulations within the District.

3. Discussion Regarding Cracked Sidewalks

Mr. Silva informed the Board that an email regarding the craked sidewalks within the District was provided to Miami-Dade County 311 on March 26, 2024 and they stated that the cracked sidewalk locations have been placed on a 6 month-1 year waitlist.

J. ADMINISTRATIVE MATTERS

There were no Administrative Matters.

K. ADDITIONAL BOARD MEMBER/STAFF COMMENTS AND REQUESTS

There were no additional Board Member or Staff comments.

L. ADJOURNMENT

There being no further business to come before the Board, a **MOTION** was made by Mr. Delrio, seconded by Mr. Morrison and unanimously passed to adjourn the Regular Board Meeting at 6:37 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

Prepared by and return to:
Ginger E. Wald, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, PA
515 East Las Olas Blvd., Suite 600
Fort Lauderdale, Florida 33301

For Recording Information

LICENSE AGREEMENT
(Electrical)

THIS IS A LICENSE AGREEMENT, entered into this ____ day of _____, 2024 (“Effective Date”), by and between:

TREE ISLAND ESTATES TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida homeowner’s association, whose address is C/O Renovations Property Management, 10855 NW 33 Street, Doral, Florida 33172 (the “Association” or “Licensor”).

and

TREE ISLAND ESTATES 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 whose address is c/o Special District Services, Inc. 2501A Burns Road, Palm Beach Gardens, Florida 33410, (the “District” or “Licensee”),

RECITALS

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

WHEREAS, the District has determined that it is in the best interest of the District to provide for electrical power to the median within the District community to provide for additional illumination; and

WHEREAS, the District has determined based upon the information provided from the retained professionals that the in order to provide electrical power to the median electrical lines would need to be located within the property owned by the Association and within the boundaries of the District; and

WHEREAS, the Association owns the following described property having Folio No.30-4909-003-2810, in Miami-Dade County, Florida.

WHEREAS, the Association has agreed to the trenching of and installation of electrical lines by the District on and under the Association's owned property, as set forth in the aerial map and sketch attached hereto and made a part hereof, Composite Exhibit A ("Licensed Premises"); and

WHEREAS, the Association has determined that the installation of electrical lines to provide power to the median within the Licensed Premises is in the best interests of the residents and visitors to the community; and

WHEREAS, the parties have agreed to enter into a License Agreement to allow District to use and maintain the Licensed Premises.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained, and for Ten and 00/100 (\$10.00) Dollars, and other valuable considerations, the adequacy and receipt of which are hereby acknowledged, and subject to the terms and conditions hereof, the District and Association agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are herein adopted.
2. **Grant of License.** Association hereby grants to District the exclusive right, license and privilege in, on, over, under, and within the Licensed Premises for the purposes of installing, constructing, maintaining and repairing electrical lines, and any and all, lighting to the median within the District, as determined by the District.
3. **Term.** The initial term of this License shall be for five (5) years, which term shall automatically renew for renewal terms of five (5) years each, unless and until this Agreement is terminated pursuant to Section 8 herein.
4. **Use of License Premises.** The District shall use and occupy the Licensed Premises only for the purpose of Section 2 of this Agreement. The Licensed Premises shall not be used for any other purpose by the District without the advance written amendment of this Agreement approved by the district and the Association. The District shall pay all maintenance, service charges, fees and expenses relating to the Licensed Premises.
5. **Liability and Indemnification.**
 - (A) The parties to this Agreement shall not be deemed to assume any liability for the negligent or intentional acts or omissions of the other party, and each party agrees to be responsible for its own acts, omissions, negligence, and misconduct, and the acts, omissions, negligence, and misconduct of its employees, officers, and agents. Nothing contained herein shall be construed as a waiver, by the District, of the liability limits, protections, and immunities established in Section 768.28, Florida Statutes.

(B) To the extent permitted by Florida law, the District does hereby indemnify and hold the Association harmless of and from any and all loss or liability that the Association may sustain or incur to the extent attributable to the District's use of the License Premises, including any that may result or arise from the District's misfeasance, malfeasance, nonfeasance, negligent or intentional acts or omissions, or failure to fulfill its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: direct costs and damages, indirect or consequential costs and damages, and any and all injuries or damages sustained by persons or damage or property, including reasonable attorneys' fees and costs (including appellate, arbitration, or mediation) that may be incurred by the Association and that relate thereto. The provisions of this paragraph will survive the expiration or earlier termination or cancellation of this agreement.

(C) To the extent permitted by Florida law, the Association does hereby indemnify and hold the District harmless of and from any and all loss or liability that the District may sustain or incur to the extent attributable to the Association, including any that may result or arise from the Association's misfeasance, malfeasance, nonfeasance, negligent or intentional acts or omissions, or failure to fulfill its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: direct costs and damages, indirect or consequential costs and damages, and any and all injuries or damages sustained by persons or damage or property, including reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District and that relate thereto. The provisions of this paragraph will survive the expiration or earlier termination or cancellation of this agreement.

6. **Property Right.** The District expressly acknowledges that it gains no property or contract right from the continued maintenance of the Licensed Premises contemplated herein.

7. **Permits.** The District shall obtain any and all required permits from governmental entities. The District shall be solely responsible for any and all fees, costs, and expenses related to the maintenance and repairs of the monument sign.

8. **Termination/Revocation of License.**

a. Either party may terminate this Agreement for convenience after ninety (90) days notice to the other party, said notice to be provided in accordance with this Agreement. After thirty (30) days notice without a cure by the District, the Association may also terminate this Agreement for cause in the event the District is in default or breach of any of the provisions of this Agreement. The District shall peaceably surrender and deliver the Licensed Premises to the Association immediately upon the effective date of the termination of this Agreement. Notwithstanding the above, during the first three (3) years of the Initial Term of this Agreement, the Association may terminate the Agreement only for a breach of any of the terms and conditions of this Agreement.

b. The Association may also terminate this Agreement for cause if the District fails to cure any breach of this Agreement after thirty (30) days notice of such breach from the Association to the District.

9. **Waiver.** Failure of the Association or District to insist upon strict performance of any covenant or condition of this Agreement or to exercise any right contained in this Agreement shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except in writing by the parties to this Agreement.

10. **Amendment.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties with the same formality and of equal dignity herewith.

11. **Notice.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO THE DISTRICT: Tree Island Estates Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Ginger E. Wald

AS TO ASSOCIATION: Tree Island Estates Townhomes Owners Association, Inc.
c/o Renovations Property Management
10855 NW 33 Street
Doral, Florida 33172
Attn: President

12. **Severability.** The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

13. **Authority.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

14. **Costs and Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to

recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternate dispute resolution, or appellate proceedings.

15. **Successors and Assignment.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Association and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

16. **Venue.** Venue for purposes of any litigation arising out of this Agreement shall be Miami-Dade County. To the extent authorized by Florida law, the prevailing party in litigation arising out of this Agreement shall be entitled to recover reasonable attorney's fees.

17. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the District and the Association and supersedes all prior negotiations, representations or agreements, either written or oral.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

**TREE ISLAND ESTATES
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA }

COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 2024, by _____, as _____ of the Board of Supervisors for TREE ISLAND ESTATES COMMUNITY DEVELOPMENT DISTRICT, and _____ as _____, who are personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best knowledge of each.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2024.

Notary Public (Signature)

Print Name

Commission Expires:

WITNESSES:

TREE ISLAND ESTATES TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.

Print Name:
Print Address:

Print Name:
Print Address:

By: _____
Name: _____
Title: _____

_____ day of _____, 2024

STATE OF FLORIDA }

COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by _____ as _____ of the TREE ISLAND ESTATES TOWNHOMES HOMEOWNERS ASSOCIATION, INC., who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2024.

Notary Public (Signature)

Print Name

Commission Expires:

COMPOSITE EXHIBIT "A"

RESOLUTION NO. 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TREE ISLAND ESTATES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2023/2024 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TREE ISLAND ESTATES COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The Amended Budget for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is hereby approved and adopted.

Section 2. The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 22nd day of October, 2024.

ATTEST:

**TREE ISLAND ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Tree Island Estates
Community Development District

**Amended Final Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

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- II AMENDED FINAL DEBT SERVICE FUND BUDGET**

AMENDED FINAL BUDGET
TREE ISLAND ESTATES COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
REVENUES			
Administrative Assessments	73,994	75,689	75,689
Maintenance Assessments	46,381	46,381	46,381
Debt Assessments	124,424	124,424	124,424
Other Revenues	0	0	0
Interest Income	300	8,725	8,692
Total Revenues	\$ 245,099	\$ 255,219	\$ 255,186
ADMINISTRATIVE EXPENDITURES			
Supervisor Fees	5,000	2,400	2,400
Employer Taxes - Payroll	400	184	184
Management	27,204	27,204	27,204
Secretarial	3,900	3,900	3,900
Legal	9,250	8,000	6,320
Assessment Roll	6,000	6,000	6,000
Audit Fees	3,900	3,400	3,400
Insurance	6,900	6,862	6,862
Legal Advertisements	550	3,000	1,858
Miscellaneous	1,100	2,200	1,857
Postage	250	165	154
Office Supplies	525	250	198
Website	750	750	750
Dues & Subscriptions	175	175	175
Trustee Fee	3,600	3,548	3,548
Continuing Disclosure Fee	350	350	350
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 69,854	\$ 68,388	\$ 65,160
MAINTENANCE EXPENDITURES			
Aquatic Maintenance	3,500	3,500	3,136
Lawn/Landscape Maintenance	19,000	30,000	25,994
Preserve Maintenance	16,000	17,196	17,196
Maintenance Contingency	9,000	17,000	15,358
Irrigation System Maintenance	2,860	250	0
Entrance Feature Project	1,000	250	0
Security Cameras	25,000	23,500	23,335
Engineering/Inspections	2,500	1,100	1,100
TOTAL MAINTENANCE EXPENDITURES	\$ 78,860	\$ 92,796	\$ 86,119
TOTAL EXPENDITURES	\$ 148,714	\$ 161,184	\$ 151,279
REVENUES LESS EXPENDITURES	\$ 96,385	\$ 94,035	\$ 103,907
Bond Payments	(116,959)	(118,629)	(118,629)
Balance	\$ (20,574)	\$ (24,594)	\$ (14,722)
County Appraiser & Tax Collector Fee	(4,896)	(2,371)	(2,371)
Discounts For Early Payments	(9,792)	(9,044)	(9,044)
EXCESS/ (SHORTFALL)	\$ (35,262)	\$ (36,009)	\$ (26,137)
Carryover From Prior Year	35,262	35,262	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (747)	\$ (26,137)

FUND BALANCE AS OF 9/30/23	
FY 2023/2024 ACTIVITY	
FUND BALANCE AS OF 9/30/24	

\$158,882
(\$36,009)
\$122,873

Note
\$35,262 Of Fund Balance Used To Reduce 2023/2024 Assessments.
\$15,265 Of Fund Balance To Be Used To Reduce 2024/2025 Assessments.

AMENDED FINAL BUDGET
TREE ISLAND ESTATES COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
REVENUES			
Interest Income	100	1,350	1,335
NAV Tax Collection	116,959	118,629	118,629
Total Revenues	\$ 117,059	\$ 119,979	\$ 119,964
EXPENDITURES			
Principal Payments	64,000	64,000	64,000
Interest Payments	52,313	53,230	53,230
Bond Redemption	746	0	0
Total Expenditures	\$ 117,059	\$ 117,230	\$ 117,230
Excess/ (Shortfall)	\$ -	\$ 2,749	\$ 2,734

FUND BALANCE AS OF 9/30/23	\$29,583
FY 2023/2024 ACTIVITY	\$2,749
FUND BALANCE AS OF 9/30/24	\$32,332

Notes

Revenue Fund Balance = \$32,332*.

Revenue Fund Balance To Be Used To Make 11/1/2024 Interest Payment
Of \$25,248.

* Approximate Amounts

Series 2014 Bond Refunding Information *

Original Par Amount =	\$1,680,000	Annual Principal Payments Due:
Interest Rate =	5.68%	May 1st
Issue Date =	May 2014	Annual Interest Payments Due:
Maturity Date =	May 2034	May 1st & November 1st

* - Modified In May 2023

Par Amount As Of 9/30/24 = \$889,000

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TREE ISLAND ESTATES COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tree Island Estates Community Development District (the “District”) is a local unit of special-purpose government created and existing under and pursuant to Chapters 189 and 190, *Florida Statutes*, as amended; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, *Florida Statutes*; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, *Florida Statutes*, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TREE ISLAND ESTATES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, *Florida Statutes*, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of October, 2024.

ATTEST:

**TREE ISLAND ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Program/Activity: District Administration

Goal: Remain compliant with Florida Law for all district meetings

Objectives:

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required.
Achieved: Yes **No**
- Meeting minutes and post-meeting action completed.
Achieved: Yes **No**
- District records retained as required by law.
Achieved: Yes **No**

Program/Activity: District Finance

Goal: Remain Compliant with Florida Law for all district financing activities

Objectives:

- District adopted fiscal year proposed budget by June 15 and the final fiscal year budget by September 30.
- District amended fiscal year budget within 60 days following the end of the fiscal year.
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year proposed budget by June 15 and the final fiscal year budget by September 30.
Achieved: Yes **No**
- District amended budget within 60 days following the end of the fiscal year.
Achieved: Yes **No**
- District accounts receivable/payable processed for the year.
Achieved: Yes **No**
- “No findings” for annual financial audit (yes/no)
Achieved: Yes **No**
 - If “yes” explain: _____

Program/Activity: District Operations

Goal: Insure, Operate and Maintain District owned Infrastructure & assets

Objectives:

- Annual renewal of District insurance policy(s).
- Obtain all necessary contracted services for District operations and infrastructure.
- Determine all vendors are in compliance with contracts with District.

Performance Measures:

- District insurance policies reviewed and in place.
Achieved: Yes **No**

- Contracted Services obtained for all District operations.

Achieved: Yes **No**

- All District contracts in compliance.

Achieved: Yes **No**