



**CUTLER CAY
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING & PUBLIC
HEARING
JUNE 13, 2022
4:00 P.M.**

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

www.cutlercaycdd.org
786.347.2711 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
Cutler Cay Community Clubhouse
7755 SW 192nd Street
Cutler Bay, Florida 33157
REGULAR BOARD MEETING & PUBLIC HEARING
June 13, 2022
4:00 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. April 11, 2022 Regular Board Meeting Minutes.....Page 2
- G. Public Hearing
 - 1. Proof of Publication.....Page 12
 - 2. Receive Public Comments on Fiscal Year 2022/2023 Final Budget
 - 3. Consider Resolution No. 2022-02 – Adopting a Fiscal Year 2022/2023 Final Budget.....Page 13
- H. New Business
 - 1. Consider Resolution No. 2022-03 – Adopting a Fiscal Year 2022/2023 Meeting Schedule.....Page 22
 - 2. Consider Appointment of Audit Committee & Approval of Evaluation Criteria.....Page 23
 - 3. Consider Approval of Solitude Lake Fountain Proposal Options.....Page 28
 - 4. Consider Approval Agreement Between the District and the HOA Authorizing the HOA to Paint and Change the Color of the Old Cutler Road Perimeter Wall, Entry Features and Structures, Fountain Walls, Monuments, Etc.....Page 46
 - 5. Consider Approval for Molding Repairs to Old Cutler Perimeter Wall, Entry Features and Structures, Fountain, Monuments, Etc. (To be conducted prior to HOA painting)
 - 6. Ratify and Approve Raptor Installation of Lake Fountain Safety Signage.....Page 47
 - 7. Consider Approval of Turf Management Proposal for Retention Wall Area Trimming of Exotic and Green Buttonwood Trees.....Page 49
 - 8. Ratify and Approve Changes to the Second Amendment of Reef Tropical Now Known as Pool Centurion Group.....Page 53
- I. Old Business
 - 1. Update on Landshore Enterprises Analysis and Construction Plans
 - 2. Update on Street Signage and Asphalt Repairs Project
 - 3. Update on Storm Drainage System Maintenance & Pipe Repairs Project
 - 4. Update on the Reef Tropical Installation of Sand Filter for Southern Entry/Exit Water Features

5. Update on Raptor Stormwater Management System Cleaning
6. Update on Main Entrance Lighting/Electrical Repairs
7. Update on FP&L Street Lighting Project

J. Administrative Matters

1. Financial Update.....Page 56
2. Accept and Receive 2022 Cutler Cay Annual Engineering Report.....Page 61
3. Reminder of Statement of Financial Interests Disclosure 2021 Form 1, Filing Deadline: July 1, 2022
4. Reminder of the General Election and Candidate Qualifying Period – Noon, Monday, June 13, 2022
through Noon, Friday, June 17, 2022

K. Board Member and/or Staff Comments/Requests

L. Adjourn

MIAMI DAILY BUSINESS REVIEW

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

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:


Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

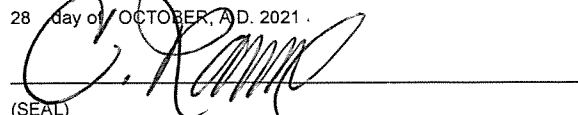
CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT -
FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE

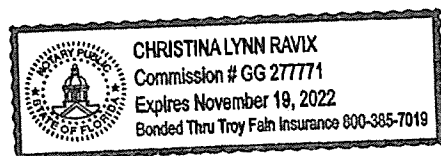
in the XXXX Court,
was published in said newspaper in the issues of

10/28/2021

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


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


(SEAL)
GUILLERMO GARCIA personally known to me



CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Cutler Cay Community Development District will hold Regular Meetings in the Cutler Cay Community Clubhouse, 7755 SW 192nd Street, Cutler Bay, Florida 33157, at 4:00 p.m. for the following dates:

November 8, 2021
January 10, 2022
April 11, 2022
June 13, 2022
August 8, 2022

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

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

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT

www.cutlercaycdd.org
10/28

21-37/0000559074M

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 11, 2022**

A. CALL TO ORDER

Mrs. Perez called to order the April 11, 2022, Regular Board Meeting of the Cutler Cay Community Development District (the “District”) at 4:01 p.m. in the Cutler Cay Community Clubhouse located at 7755 SW 192nd Street, Cutler Bay, Florida 33157.

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 28, 2021, as part of the District’s Fiscal Year 2021/2022 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting: Chairman Christopher Musser, Vice Chairperson Lois Rubin and Supervisors Donna Fishbein (via phone) and Omar Fonte.

Staff in attendance included: District Manager Gloria Perez of Special District Services, Inc.; District Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; and District Engineer Juan Alvarez of Alvarez Engineers, Inc.

Also present were: Catheryn Ramirez of Alvarez Engineers, Inc.; and Miguel Reto of Landshore Enterprises.

Several members of the public were also present: including but not limited to Raul Concepcion, Catheryn Crump, Alberto Collazo and Leo Corradini.

D. ADDITIONS AND DELETIONS TO THE AGENDA

Mrs. Perez added an item under New Business, Discussion Regarding Lake Fountain.

Supervisor Aileen Milian arrive at approximately 4:05 p.m.

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. November 8, 2021, Regular Board Meeting

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously approving the minutes of the November 8, 2021, Regular Board Meeting, as presented.

G. NEW BUSINESS

1. Consider Stormwater Drainage Cleaning Proposals

Mrs. Perez advised that the Field Operations’ team had conducted an inspection of the stormwater management system and provided proposals for the Board’s consideration.

Cutler Cay CDD – Proposals to Clean Storm Drainage Structures		
Americlean	Express Drain and Sewer	Raptor Vac Systems
Proposal to clean 164 reported structures based on the detailed report provided.		
This proposal just charges for the entire project without itemizing price for the different type of structures/locations.	These 2 proposals itemize and show the different price for cleaning 161 “regular structures” and “3” in remote locations.	
Total Price: \$18,500.00	Total Price: \$15,880.00	Total Price: \$15,893.00

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Rubin and passed unanimously selecting Raptor Vac Systems’ proposal in the amount of \$15,893 and simultaneously directing District Counsel to prepare an agreement and authorizing District management to execute same on behalf of the District.

2. Consider Main Entrance Lighting/electrical Repair Proposals

Cutler Cay CDD Main Entrance Lighting/Electrical Upgrade Proposals Comparison Table		
E Lighting (Worldwide Distributors Inc.)	Miami Electric Pro	Tirone Electric
Scope: <ul style="list-style-type: none"> - Remove and replace 16 (8 each side) LED flood lights with new junction boxes. - Remove and replace LED flag light. - Remove and replace 8 palms lights for center island. - Remove and replace 14 (7 each side) Low voltage spotlights (landscaping). - Remove and install 2 new LED drivers for entrance signs. - Remove and replace the LED strip lights for both signs (to be weatherproof). - Remove and replace 7 power outlets for new GFCI ones (as per code). - Remove and replace the 3 (600w) transformers (south, north side and median). - Replace 24 LED light bulbs for column fixtures. - * These quotes/prices were requested to replace all the led light bulbs at the entrance wall fixtures. Not all of them are out yet, but it may save to the District in the near future expenses (see pricing row notes for pricing comparison only replacing 6 of them). 		
Quote sent with attached models (pictures) of lighting fixtures to be used.	No models/pictures/samples, but specs of lighting fixtures to be used.	
Lifetime warranty on Fixtures and transformers. 3 years warranty on lightbulbs.	2 years warranty excluding lightbulbs and fixtures damaged by natural disaster or by somebody.	1 Year Warranty in Materials and Labor excluding mother nature damages or vandalism.
Total Cost: \$12,279.50 50% Deposit Required.	Total Cost: \$11,950.00 50% Deposit Required.	Total Cost: \$15,230.00 50% Deposit Required.
*Total Cost replacing only 6 bulbs instead of the 24, reduced by \$200.00	*Total Cost replacing only 6 bulbs instead of the 24, reduced by \$400.00	*This price is for the whole project consolidated. Attached to their quote, they sent it itemized with a different price, that reaches: \$16,400.00

*For specific details (pictures) of the Scope, please refer to the PDF Report.

A **MOTION** was made by Milian, seconded by Musser and passed unanimously selecting the proposal from E Lighting (Worldwide Distributors, Inc.) in the amount of \$12,279.50 for the main entrance lighting/electrical repairs; simultaneously directing District Counsel to prepare an agreement and further authorizing District management to execute same on behalf of the District.

Supervisor Musser elaborated on the conditions of the lighting that the District assumed responsibility for.

3. Discussion Regarding Lake Bank Erosion and Review of Restoration Project Cost Estimate and Application Methods

Mr. Alvarez elaborated on the conditions of the lake banks and provided a review of restoration project cost estimates and application methods for the Board to consider. Two proposals with different application methods were presented for the Boards review.

4. Consider District Engineer Proposal to Oversee Lake Bank Erosion Project

This item was tabled for a future meeting. Mr. Alvarez estimated that his cost would be in the 6K range for this project.

5. Consider Landshore Enterprises Proposal to Conduct Analysis and Provide Construction Plans for Bid Process

Mr. Alvarez reviewed the proposal, providing an explanation for the services and noting that the plans could also be used to obtain the permits.

Mr. Reto of Landshore Enterprises elaborated on the process and services, previous experiences with lake bank erosion, followed by a Q&A session with the Board and Staff.

Supervisor Donna Fishbein dropped off the call at approximately 4:39 p.m.

A discussion ensued regarding the caution tape placed along the lake where depressions have been identified. Pursuant to a lengthy discussion and public commentary, District management was directed to have the caution tape remain in place. The Board also asked for the District Engineer to provide District management with specifications for caution signage to be installed, as needed, around the perimeter of the lake.

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Rubin and passed unanimously approving the Landshore Enterprises' proposal in the amount of \$31,093 to conduct an analysis and provide construction plans for lake bank erosion bid process; simultaneously directing District Counsel to prepare an agreement and further authorizing District management to execute same on behalf of the District.

6. Discussion Regarding DERM Inspections and Improvements Project to Bring Stormwater Management System to Code

Mrs. Perez advised of an upcoming Stormwater Management System Project that was budgeted for in the fiscal year 2022/2023 budget as a result of the Phase 1, Pipe Repairs Project. She noted that the District had a very hard time getting the Phase 1, Pipe Maintenance and Repairs Permit because DERM did not have As-builts available from the completion of the Stormwater Management System leading to Mr. Alvarez negotiating and explaining the importance of the repairs and maintenance. DERM granted

the permit for Phase 1, but is now requiring an inspection of the entire system to have it brought up to current code. Mr. Alvarez elaborated on the project further and addressed the Board and Staff questions regarding same.

7. Discussion Regarding Phase 2 of Stormwater Drainage System Pipe Repairs Project

Mr. Alvarez advised that the Phase 2 Stormwater Drainage System Pipe Repairs Project would need to be conducted. He added that the recommended funds to be budgeted is approximately \$100,000. A member of the public expressed his concern regarding the area in which he resides and it was confirmed that said area was located in the Phase 2, scope of work.

8. Consider Reef Tropical Proposal for Installation of Sand Filter for Southern Entry/Exit Water Features

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Milian and passed unanimously approving the Reef Tropical proposal in the amount of \$2,977 for the installation of a sand filter for the southern entry/exit water features, as presented.

9. Alvarez Engineering Recommendation to Address General Local Ponding

Mr. Alvarez provided his recommendation regarding the ponding that has been reported by residents over time. Mr. Alvarez noted that the main problem had to do with the grading and landscaping that is placed in front of the homes 10 to 13 feet from the edge of the pavement. A lengthy discussion ensued.

Mrs. Perez noted that she had requested the assistance of the HOA landscaping committee and property management. As noted by the District Engineer, “Nothing that hinders the flow of water in the 10-Ft or 13-Ft wide sales, including landscaping, should be installed within. Refer to roadway sections 8-8 and 9-9 on Sheets C-17 and C-18; you will see that the width of the swales are measured from the edge of the pavement.”

By notifying the homeowners and taking this information into account with any type of future installation, authorizations within the referred areas intended to manage the flow of surface water to the intended storm drains, as this will prevent further ponding issues moving forward.

The direction of the Board was that the existing criteria prevails.

10. Consider Reef Tropical Pools Rate Increase Request

Currently, the District is billed \$425 monthly. They are requesting an increase to \$690 monthly, which comes to an additional \$3,180 per year, making the contract total of \$8,280.

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Rubin and passed unanimously approving the requested increase and directing District Counsel to prepare an amendment to the agreement and authorizing District management to execute same on behalf of the District.

11. Consider Ratification and Approval of Turf Management Pump Replacement Proposal

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Rubin and passed unanimously ratifying and approving the Turf Management pump replacement proposal in the amount of \$1,700, as presented.

Supervisor Fishbein appeared via telephone for this meeting and the call got disconnected multiple times during the course of the meeting. The last time she was disconnected from the call it was approximately 5:33 p.m., after which she no longer participated in the meeting.

12. Consider Ratification and Approval of SAE Change Order No. 1 for Signage and Roads Project

Members of the public provided comments regarding the newly installed street signage and were advised that the signs were being installed pursuant to the approved Miami-Dade County Street Signage Plans. Mr. Alvarez elaborated on this project and questions were answered.

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Rubin and passed unanimously ratifying and approving SAE Change Order No. 1 for the signage and roads project.

13. Consider Traffic Delineators Proposals

Cutler Cay CDD – Proposals to Replace the Traffic Delineators by the Main Entrance of the Community		
Southern Asphalt Engineering (SAE)	Raptor Vac Systems	OlivFloor Repair Services
Remove the old ones and install 10 white 48" Traffic delineators, with reflective tape, by the main entrance of the community.		
Using bituminous material for the installation.	Using Epoxy Adhesive for the installation.	
No warranty offered on Traffic delineators.	6 months warranty only in materials. No warranty applies if damage by a vehicle, pedestrians, mowers, etc.	
Total Price: \$1,850.00	Total Price: \$850.00	Total Price: \$795.30

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Musser and passed unanimously approving the Raptor Vac Systems' proposal in the amount of \$850 to replace the traffic delineators near the main entrance of the community, as presented.

14. Consider Solitude Lane Management Increase Request

VOTE Unanimous approved the requested increase, simultaneously directing District Counsel to prepare an amendment to the agreement and authorizing District management to execute on behalf of the Board.

Mrs. Perez noted that Solitude was requesting a 5% increase. They currently charge \$595 per month. Another 5% would be an additional \$29.75 per month or \$624.75 per month times 12 months is \$7,497 annually.

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Rubin and passed unanimously approving the requested increase, directing District Counsel to prepare an amendment to the agreement and authorizing District management to execute same on behalf of the District.

Mr. George joined the meeting at approximately 5:40 p.m.

Ms. Wald excused herself from the meeting at approximately 5:51 p.m.

15. Update on Street Signage and Asphalt Repair Project

This item was discussed previously during the meeting.

16. Update on Storm Drainage System Maintenance and Pipe Repair Project

This item was discussed previously during the meeting.

17. Discussion Regarding Retention Walls located within District Owned Tracts

Mrs. Perez advised that District management has a meeting scheduled with Tammy Burton on April 21, 2022.

Tammy Burton – Biologist II

Coastal Resources Section

Miami-Dade County Dept. of Regulatory and Economic Resources (RER)

Div. of Environmental Resources Management

701 NW 1st Court, 6th Floor, Miami, Florida 33136

Work: (305) 372-6931

Office Hours: 7:30am – 4:00pm

<http://www.miamidade.gov/environment>

18. Update on FPL Street Lighting Project

Mrs. Perez advised, as of the latest communications with FP&L, the Street Lighting Project is due to commence during the summer. She further noted that repairs were constantly being conducted to the existing system.

19. Consider HOA Request for Color Change to Old Cutler Perimeter Wall, Entry Features and Structures, Fountain Walls, Monuments, etc.

Mrs. Perez advised that the HOA had submitted a request for a color change be considered for the Old Cutler perimeter wall, entry features and structures, fountain walls, monuments, etc. Mrs. Perez advised that painting is not due at this time. A discussion ensued and Ms. Gavilan explained that the request was made by the HOA because the clubhouse color and interior walls were being painted in lighter colors, which were presented in the meeting book.

Since the District has run into so many expenses as of late, the District Board asked Ms. Gavilan if the HOA had the funds and would like to fund said painting project. She also asked if the District would consider entering into an agreement granting the HOA the authority to paint said structures. This line item will be brought back to the next meeting with a response from the HOA Board.

20. Consider Proposals for Stucco Repairs and Painting of Entry Features.

Mrs. Perez distributed the updated table and information via handout.

Cutler Cay CDD - Main Entrance Caps and Columns Pressure Clean and Paint	
Elite Property Services	G.A. Plaster Corp.
<u>Proposed Scope:</u> Bleach Wash all mildew-stained areas. Pressure wash all walls. Apply a coat of masonry conditioner. Apply Sherwin Williams Super Paint Satin Finish paint applied to smooth and uniform finish.	<u>Proposed Scope:</u> Pressure clean and recoat all caps and banding on walls and columns. Paint all (Imitating keystone color) to match existing.
<u>OPTIONAL:</u> Guardhouse Exterior Walls Painting.	<u>OPTIONAL:</u> Guardhouse Exterior Walls Painting.
Cost: \$4,400.00	Cost: \$4,350.00
Extra Cost for the Optional Guardhouse Exterior Walls Painting: \$1,800.00	Extra Cost for the Optional Guardhouse Exterior Walls Painting: \$4,500.00

This item was tabled until the next meeting.

21. Consider Pressure Cleaning of Old Cutler Perimeter Wall

This item was tabled.

22. Consider 1st Amendment to SDS, Inc. Agreement for Work Project Field Operations and Services

Mrs. Perez presented in the meeting book a 1st Amendment to the existing management agreement, which included increasing the Field Operations' services to \$12,000. She explained the increase was due to the recent transfer of responsibilities from the Association to the District. She also noted that the workload demand had also been increased substantially and required various visits to the District on a weekly basis.

A MOTION was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously approving the 1 st Amendment to SDS, Inc. Agreement, as presented.
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23. Consider Resolution No. 2022-01 – Approving a Proposed Budget for Fiscal Year 2022/2023

Mrs. Perez presented Resolution No. 2022-01, entitled:

RESOLUTION NO. 2022-01

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

The Debt Service Assessment is at the Series 2021 maximum rates. The Administrative Budget is slightly higher than last year.

Two Proposed Budgets have been presented and changes can be made as needed at this time.

- The total Maintenance Budget for Option 1 is \$890,900.
- The total Maintenance Budget for Option 2 is \$790,075.

The available funds anticipated for 9-30-22 are estimated to be approximately \$100,000, should no unforeseen expenses occur. This is in addition to the Roadway Reserve Funds (\$171,000), the Pipe Repair Project (\$70,000) and the Stormwater Drainage Reserve Funds (\$20,500). No carryover funds have been applied to the presented Options (\$0 was set-up in 21/22).

Newly added and/or increased Budget line items to the budget, such as:

- Stormwater Drainage System Pipe Repairs Project – Phase 2 - *New \$100,000 The District had already collected for Phase 1*
- Engineering/Inspections – Increased to \$33,000 (*from \$7,000 to \$40,000*)
- Field Operations – Increased to \$8,400 (*from \$3,600 to \$12,000*)
- DERM Stormwater Drainage System Improvement Project - *New \$65,000*
- Retention Wall Maintenance – *New \$45,000 (On Option #1)*
- Lake Bank Erosion Restoration Project – *New \$300,000*

The main differences between Option #1 and Option #2 is as follows:

Option #1 includes cost for the Retention Wall Maintenance Project of \$45,000; Lake and a Contingency/Reserve of \$105,825. Whereas, Option #2 does not have a budgeted amount for the Retention Wall (thereby postponing this line item until the 2023/2024 budget) and reducing the Contingency/Reserve by a little more than half to \$50,000.

Overall proposed assessment increase varies per unit lot size and budget option:

<u>Lot Size</u>	<u>Option #1</u>	<u>Option #2</u>
Lot size 60	\$798.12	\$586.85
Lot size 75	\$798.12	\$586.85
Lot size 125	\$798.12	\$586.85

(resulting in a difference of \$211.25)

Because the overall assessment for 2022/2023 is currently higher than the 2021/2022 assessment, letters to the residents would be required.

Supervisor Milian made a **MOTION** to adopt Resolution No. 2022-01, as presented, approving a Proposed Budget Option #2 for Fiscal Year 2022/2023 and Setting the Public Hearing for finalization

for June 13, 2022, at 4:00 p.m. at the Cutler Cay Community Clubhouse located at 7755 SW 192nd Street, Cutler Bay, Florida 33157; and further authorizing the required advertisements and letters to homeowners.

A lengthy discussion ensued and Supervisor Milian retracted her previous **MOTION** and after which:

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Musser and unanimously passed to adopt Resolution No. 2022-01, approving a Proposed Budget Option #1, as amended thereby removing the funds allocated for the retention wall, for Fiscal Year 2022/2023 and Setting the Public Hearing for finalization for June 13, 2022, at 4:00 p.m. at the Cutler Cay Community Clubhouse located at 7755 SW 192nd Street, Cutler Bay, Florida 33157; authorizing required advertisements and letters to homeowners.

24. Discussion Regarding Lake Fountain

Mrs. Perez advised that the lake fountain was broken and was currently at the bottom of the lake.

H. OLD BUSINESS

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

I. ADMINISTRATIVE MATTERS

1. Financial Update

Mrs. Perez presented the financial statements through February 2022 and the available funds as of March 31, 2022, were \$503,956.12.

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

2. General Election and Candidate Qualifying Period

Mrs. Perez advised that the official qualifying period for the office of Supervisor runs from noon, Monday, June 13, 2022, through noon, Friday, June 1, 2022. In line with F.S. 99.061(8), the pre-qualifying period started on May 30, 2022.

A qualifying office may accept and hold qualifying papers submitted not earlier than 14 days prior (Monday, May 30, 2022) to the beginning of the qualifying period to be processed and filed during the qualifying period. [F.S. 99.061(8)] {Please note that our office will be closed on May 30, 2022 in observance of Memorial Day.}

CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT

GENERAL ELECTION

Ordinance No. 04-15; Adopted 1/30/2004

V-CHR	Seat 1 Lois Rubin	Expires 2022
AS	Seat 2 Omar Fonte	Expires 2022
AS	Seat 5 Aileen Milian	Expires 2022

3. 2021 Form 1 – Statement of Financial Interests

Mrs. Perez reminded the Board that they should be receiving in the mail their 2021 Form 1 – Statement of Financial Interests and to complete it and mail or hand deliver to the Supervisor of Elections' office by the July 1, 2022, deadline.

4. Update Regarding State of Florida 20-Year Needs Analysis

Mrs. Perez advised of the State of Florida 20-Year Needs Analysis – Required Engineering Report that will be prepared by the District Engineer and is to be submitted prior to the deadline date of June 30, 2022. Mr. Alvarez elaborated on the process.

J. BOARD MEMBER/STAFF COMMENTS/REQUESTS

There were no closing statements or requests.

K. ADJOURNMENT

There being no further business to come before the Board, a **MOTION** was made by Supervisor Musser, seconded by Supervisor Milian and passed unanimously adjourning the meeting at 6:45 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairman/Vice Chair

Miscellaneous Notices



Published in Miami Daily Business Review on May 31, 2022

Location

Miami-Dade County, Florida

Notice Text

NOTICE OF PUBLIC HEARING AND REGULAR BOARD MEETING OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Cutler Cay Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on June 13, 2022, at 4:00 p.m., or as soon thereafter as the meeting can be heard, in the Cutler Cay Community Clubhouse located at 7755 SW 192nd Street, Cutler Cay, Florida 33157.

The purpose of the Public Hearing is to receive public comment on the Fiscal Year 2022/2023 Proposed Final Budget of the District. A copy of the Budget and/or the Agenda may be obtained from the District's website (www.cutlercaycdd.org) or at the offices of the District Manager, 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193, during normal business hours. The purpose of the Regular Board Meeting is for the Board to consider any other business which may properly come before it. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (786) 347-2711 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, 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 their own expense and which record includes the testimony and evidence on which the appeal is based.

Cutler Cay Community Development District
www.cutlercaycdd.org
5/24-31 22-25/0000598735M

RESOLUTION NO. 2022-02

A RESOLUTION OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2022/2023 BUDGET.

WHEREAS, the Cutler Cay Community Development District (“District”) has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2022/2023 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

WHEREAS, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non ad-valorem assessments upon the properties within the District.

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

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2022/2023 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

Section 2. The 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 13th day of June, 2022.

ATTEST:

**CUTLER CAY
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Cutler Cay
Community Development District

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

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FINAL BUDGET
CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET
REVENUES	
Administrative Assessments	98,896
Maintenance Assessments	895,132
Debt Assessments - 2014 Refunding	773,141
Other Revenues	0
Interest Income	300
Total Revenues	\$ 1,767,469
ADMINISTRATIVE EXPENDITURES	
Supervisor Fees	6,000
Payroll Taxes (Employer)	480
Management	31,452
Secretarial	4,200
Legal	15,000
Assessment Roll	7,500
Audit Fees	3,500
Arbitrage Rebate Fee	650
Insurance	15,000
Legal Advertisements	750
Miscellaneous	1,750
Postage	350
Office Supplies	1,000
Dues & Subscriptions	175
Trustee Fee	3,600
Continuing Disclosure Fee	350
Website Management	2,000
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 93,757
TOTAL MAINTENANCE EXPENDITURES	\$ 845,900
TOTAL EXPENDITURES	\$ 939,657
REVENUES LESS EXPENDITURES	\$ 827,812
2014 Bond Refinancing Payments	(726,753)
Balance	\$ 101,059
County Appraiser & Tax Collector Fee	(33,686)
Discounts For Early Payments	(67,373)
Excess/ (Shortfall)	\$ -
Carryover from Prior Year	0
Net Excess/ (Shortfall)	\$ -

FINAL MAINTENANCE BUDGET
CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET
MAINTENANCE EXPENDITURES	
Contingency/Reserve	105,825
Lakes Maintenance	10,000
Roads Maintenance/Reserve	47,500
Stormwater Drainage/Reserve	17,575
Stormwater Drainage System Pipe Repairs Project - Phase 2	100,000
Field Operations	12,000
Walls & Wall Fountain Maintenance	25,000
Sidewalk Maintenance/Repairs	15,000
Engineering/Inspections	40,000
Street Signage	5,000
Lake Fountain Maintenance	15,000
Entry Features Maintenance	15,000
Guardhouse Exterior Maintenance	10,000
Guardhouse Insurance	0
Water & Sewage	5,000
FPL - Street Lighting Project	10,000
FPL - Electrical Utility	48,000
DERM Stormwater Drainage System Improvement Project	65,000
Retention Wall Maintenance	0
Lake Bank Erosion Restoration Project	300,000
TOTAL MAINTENANCE EXPENDITURES	\$ 845,900

DETAILED FINAL BUDGET
CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET	COMMENTS
REVENUES				
Administrative Assessments	89,470	87,614	98,896	Expenditures Less Interest & Carryover/.94
Maintenance Assessments	242,937	550,979	895,132	Expenditures/.94
Debt Assessments - 2014 Refunding	897,657	773,141	773,141	Payment To Trustee/.94
Other Revenues	0	0	0	
Interest Income	535	300	300	Interest Estimated At \$25 Per Month
Total Revenues	\$ 1,230,599	\$ 1,412,034	\$ 1,767,469	
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees	5,400	6,000	6,000	No Change From 2021/2022 Budget
Payroll Taxes (Employer)	413	480	480	Projected At 8% Of Supervisor Fees
Management	30,120	30,540	31,452	CPI Adjustment (Capped At 3%)
Secretarial	4,200	4,200	4,200	No Change From 2021/2022 Budget
Legal	12,661	12,500	15,000	\$2,500 Increase From 2021/2022 Budget
Assessment Roll	7,500	7,500	7,500	As Per Contract
Audit Fees	3,300	3,400	3,500	Accepted Amount For 2021/2022 Audit
Arbitrage Rebate Fee	650	650	650	No Change From 2021/2022 Budget
Insurance	7,758	8,500	15,000	Insurance Estimate - FY 21/22 Expenditure Was \$10,155
Legal Advertisements	773	750	750	No Change From 2021/2022 Budget
Miscellaneous	1,361	1,300	1,750	\$450 Increase From 2021/2022 Budget
Postage	617	350	350	No Change From 2021/2022 Budget
Office Supplies	1,159	800	1,000	\$200 Increase From 2021/2022 Budget
Dues & Subscriptions	175	175	175	No Change From 2021/2022 Budget
Trustee Fee	3,547	3,600	3,600	No Change From 2021/2022 Budget
Continuing Disclosure Fee	350	350	350	No Change From 2021/2022 Budget
Website Management	2,000	2,000	2,000	No Change From 2021/2022 Budget
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 81,984	\$ 83,095	\$ 93,757	
TOTAL MAINTENANCE EXPENDITURES	\$ 170,364	\$ 520,675	\$ 845,900	
TOTAL EXPENDITURES	\$ 252,348	\$ 603,770	\$ 939,657	
REVENUES LESS EXPENDITURES	\$ 978,251	\$ 808,264	\$ 827,812	
2014 Bond Refinancing Payments	(858,260)	(726,753)	(726,753)	2023 P & I Payments
Balance	\$ 119,991	\$ 81,511	\$ 101,059	
County Appraiser & Tax Collector Fee	(11,879)	(27,170)	(33,686)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(42,013)	(54,341)	(67,373)	Four Percent Of Total Assessment Roll
Excess/ (Shortfall)	\$ 66,099	\$ -	\$ -	
Carryover from Prior Year	0	0	0	Carryover From Prior Year
Net Excess/ (Shortfall)	\$ 66,099	\$ -	\$ -	

DETAILED FINAL MAINTENANCE BUDGET

CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2022/2023

OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	
MAINTENANCE EXPENDITURES	ACTUAL	BUDGET	BUDGET	COMMENTS
Contingency/Reserve	596	30,000	105,825	Contingency/Reserve
Lakes Maintenance	7,140	10,000	10,000	No Change From 2021/2022 Budget
Roads Maintenance/Reserve	1,125	47,500	47,500	Fifteen Year Project (Seventh Year)
Stormwater Drainage/Reserve	11,875	17,575	17,575	Stormwater Drainage/Reserve
Stormwater Drainage System Pipe Repairs Project - Phase 2	21,503	65,000	100,000	Phase 2 Of Project
Field Operations	3,600	3,600	12,000	\$1,000 Per Month
Walls & Wall Fountain Maintenance	7,228	25,000	25,000	No Change From 2021/2022 Budget
Sidewalk Maintenance/Repairs	6,090	15,000	15,000	No Change From 2021/2022 Budget
Engineering/Inspections	32,601	7,000	40,000	\$33,000 Increase From 2021/2022 Budget
Street Signage	0	5,000	5,000	No Change From 2021/2022 Budget
Lake Fountain Maintenance	0	15,000	15,000	No Change From 2021/2022 Budget
Entry Features Maintenance	0	15,000	15,000	No Change From 2021/2022 Budget
Guardhouse Exterior Maintenance	0	10,000	10,000	No Change From 2021/2022 Budget
Guardhouse Insurance	0	5,000	0	Line Item Eliminated
Water & Sewage	0	5,000	5,000	No Change From 2021/2022 Budget
FPL - Street Lighting Project	78,606	95,000	10,000	\$85,000 Decrease From 2021/2022 Budget
FPL - Electrical Utility	0	150,000	48,000	\$102,000 Decrease From 2021/2022 Budget
DERM Stormwater Drainage System Improvement Project	0	0	65,000	New Line Item For 2022/2023 Budget
Retention Wall Maintenance	0	0	0	Fiscal Year 2023/2024 Project
Lake Bank Erosion Restoration Project	0	0	300,000	New Line Item For 2022/2023 Budget
TOTAL MAINTENANCE EXPENDITURES	\$ 170,364	\$ 520,675	\$ 845,900	

DETAILED FINAL DEBT SERVICE FUND BUDGET
CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2020/2021	2021/2022	2022/2023	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	25	25	25	Projected Interest For 2022/2023
NAV Tax Collection	858,260	726,753	726,753	Maximum Debt Service Collection
Total Revenues	\$ 858,285	\$ 726,778	\$ 726,778	
EXPENDITURES				
Principal Payments	500,000	555,000	570,000	Principal Payment Due In 2023
Interest Payments	158,268	167,937	155,899	Interest Payments Due In 2023
Bond Redemption	0	3,841	879	Estimated Excess Debt Collections
Total Expenditures	\$ 658,268	\$ 726,778	\$ 726,778	
Excess/ (Shortfall)	\$ 200,017	\$ -	\$ -	

Series 2021 Bond Refunding Information

Original Par Amount =	\$8,125,000	Annual Principal Payments Due =	May 1st
Interest Rate =	2.14%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	March 2021		
Maturity Date =	May 2034		
Par Amount As Of 1/1/22 =	\$8,125,000		

Cutler Cay Community Development District Assessment Comparison

Lot Size		Fiscal Year 2019/2020 Assessment Before Discount*	Fiscal Year 2020/2021 Assessment Before Discount*	Fiscal Year 2021/2022 Assessment Before Discount*	Fiscal Year 2022/2023 Projected Assessment Before Discount*
60	Administrative	\$ 144.14	\$ 171.57	\$ 173.50	\$ 195.83
	Maintenance - Operating	\$ 289.96	\$ 481.07	\$ 1,091.05	\$ 1,772.54
	<u>Debt - 2004 Bond/2014 Refunding</u>	<u>\$ 1,709.23</u>	<u>\$ 1,709.23</u>	<u>\$ 1,472.84</u>	<u>\$ 1,472.84</u>
	Sub-Total For Lot Size 60	\$ 2,143.33	\$ 2,361.87	\$ 2,737.39	\$ 3,441.21
75	Administrative	\$ 144.14	\$ 171.57	\$ 173.50	\$ 195.83
	Maintenance - Operating	\$ 289.96	\$ 481.07	\$ 1,091.05	\$ 1,772.54
	<u>Debt - 2004 Bond/2014 Refunding</u>	<u>\$ 1,775.39</u>	<u>\$ 1,775.39</u>	<u>\$ 1,532.45</u>	<u>\$ 1,532.45</u>
	Sub-Total For Lot Size 75	\$ 2,209.49	\$ 2,428.03	\$ 2,797.00	\$ 3,500.82
125	Administrative	\$ 144.14	\$ 171.57	\$ 173.50	\$ 195.83
	Maintenance - Operating	\$ 289.96	\$ 481.07	\$ 1,091.05	\$ 1,772.54
	<u>Debt - 2004 Bond/2014 Refunding</u>	<u>\$ 1,995.89</u>	<u>\$ 1,995.89</u>	<u>\$ 1,704.37</u>	<u>\$ 1,704.37</u>
	Sub-Total For Lot Size 125	\$ 2,429.99	\$ 2,648.53	\$ 2,968.92	\$ 3,672.74

* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information:

Sixty Foot Lots 180

Seventy Five Foot Lots 258

One Hundred Twenty Five Foot Lots 67

Total Units 505

Seventy Five Foot Lots Information

Total Units 258

Prepayments 1

Billed For Debt 257

RESOLUTION NO. 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2022/2023 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Cutler Cay Community Development District ("District") to establish a regular meeting schedule for fiscal year 2022/2023; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2022/2023 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT, MIAMI-DADE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2022/2023 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 13th day of June, 2022.

ATTEST:

**CUTLER CAY
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Cutler Cay Community Development District will hold Regular Meetings in the Cutler Cay Community Clubhouse, 7755 SW 192nd Street, Cutler Bay, Florida 33157, at 4:00pm for the following dates:

November 14, 2022

January 9, 2023

March 13, 2023

May 15, 2023*

August 14, 2023

September 11, 2023

**Change of 2nd Monday of the Month to accommodate the Final Budget PH 60 day requirement*

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

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

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT

www.cutlercaycdd.org

PUBLISH: MIAMI DAILY BUSINESS REVIEW 00/00/2022

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Years 2021/2022, 2022/2023 and 2023/2024
With Two Year Option (2024/2025 and 2025/2026)
Miami-Dade County, Florida**

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION INSTRUCTIONS TO PROPOSERS**

SECTION 1. DUE DATE. Sealed proposals must be received no later than August 24, 2022 at 4:00 p.m., at the offices of District Manager, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is affirming its familiarity and understanding with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. REJECTION OF PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit five (5) copies of the Proposal Documents and one digital copy, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “Auditing Services – Cutler Cay Community Development District” on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. After proposals are opened by the District, no proposal may be withdrawn for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District’s limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes or each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after receipt of the Request for Proposals and Evaluation Criteria or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Request for Proposals, Evaluation Criteria, or other contract documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

SECTION 15. REJECTION OF ALL PROPOSALS. The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities, as determined to be in the best interests of the District.

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. *Ability of Personnel (10 Points).*

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience (10 Points).*

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work (10 Points).*

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services (10 Points).*

Present ability to manage this project and the extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

5. *Price (10 Points).*

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.



Service Quote

Page 1

Solitude Lake Management

1320 Brookwood Drive
Suite H
Little Rock, AR 72202

Phone No. (888) 480-5253

Fax No. (888) 358-0088

No. SMQT-005649

Status Pending

Order Date 05/26/22

Order Time 6:36:20 AM

Quote Provided to:

Cutler Cay CDD
C/O Special District Services
2501A Burns Road
Palm Beach Gardens, FL 33410

Phone No. (561) 630-4922
Email gperez@sdsinc.org

Site #1 Fountain removal, pull fountain out of lake and dispose of it.

Service Item No.	Service Item Group Code	Item No.	Serial No.	Description
9035-FOUNTAIN-001	FOUNTAIN			Fountain

Service Line

No.		Quantity	Unit Price Excl. Tax	Amount	Amount Incl. Tax
SERVICE FEE	Service Fee	1	82.00	82.00	82.00
LABOR-REPAIR	REPAIR LABOR	4	107.00	428.00	428.00
		Total		510.00	510.00

Service quote price expires 90 days following order date.

Quote Approved By: _____

SERVICES CONTRACT

CUSTOMER NAME: Gloria Perez / (786) 985-8848 / gperez@sdsinc.org
PROPERTY NAME: Cutler Cay CDD
CONTRACT DATE: April 18, 2022
SUBMITTED BY: Gary Wilhelm
SPECIFICATIONS: Vertex Fountain Installation 5hp Ringjet.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$18,760.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.
Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or

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unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Cutler Cay CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

***1320 Brookwood Drive Suite H
Little Rock AR 72202***

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

***2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453***

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SCHEDULE A - FOUNTAIN INSTALLATION SERVICES

Fountain Installation:

1. Company will install the following floating surface aerator:

- 1 Vertex Ringjet Series 5 HP (230V/1PH) * Horizontal**

Includes: **Ringjet Nozzal** Precision machined brass/bronze nozzle
Standard Stainless-Steel Intake Debris Screen
275 ft. of STW-A Rated underwater power cable
8/4 Cable
High performance turbine pump/motor assembly
Control Panel (UL Listed / NEMA Rated)
GFCI Protection Breaker
Control Breaker
Motor Starter / Contactor
Motor Overload Protection Assembly
24-hour time clock
Surge/Lightning Protection
Motor Start & Run Capacitors

All labor and parts necessary for proper installation**

***Customer must provide a properly sized power source for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 230V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. SÖLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.*

****The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).*

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LED Lighting Installation:

1. Floating Fountain will include an LED Lighting Package
Includes: **4** Underwater LED Lights (43 Watt)
14/4 Cable
Lighting Controls mounted in the Fountain Control Panel
GFCI Protection Breaker
Control Breaker
24 Hour Timer
Control Fuse Protection
275 ft. of underwater power cable
All labor and parts necessary for proper installation**

Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants the **fountain for four (4) years** from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants **light sets for two (2) years** from the date of installation against any defects in materials and workmanship.
4. Manufacturer warrants all other components for one (1) year from the date of installation against any defects in materials and workmanship.
5. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
6. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:
 - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management® performs any service, repair, or other work to the fountain aeration system.
 - b. The fountain aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

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Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.

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5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Companies will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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Features and Benefits

The RingJet series offers the perfect combination of maximum heights and delicate mass. The center display is accented by our custom spray ring, creating a graceful outward arch of water in a tulip-like pattern.

HP	Center HT	Ring HT	Diameter	Side Jets	1 Phase (V)	3 Phase (V)		
2	15'	8'	15'	45	230	208	230	460
3	20'	10'	20'	45	230	208	230	460
5	25'	12'	25'	45	230	208	230	460
7.5	30'	15'	30'	45	230	208	230	460
10	40'	18'	35'	45	230	208	230	460
15	45'	20'	40'	45	230	208	230	460

NOZZLES

- ◆ Precision machined brass/bronze or stainless steel nozzles

PUMPS/MOTORS

- ◆ High performance turbine pump/motor assembly
- ◆ Stainless steel construction
- ◆ Water cooled: no oils, seals or o-rings to replace
- ◆ **4 year warranty**

FLOTATION

- ◆ Rotocast polypropylene with UV inhibitors for long life
- ◆ Individual leveling compartments for exact adjustments
- ◆ **4 year warranty**

CONTROL PANEL

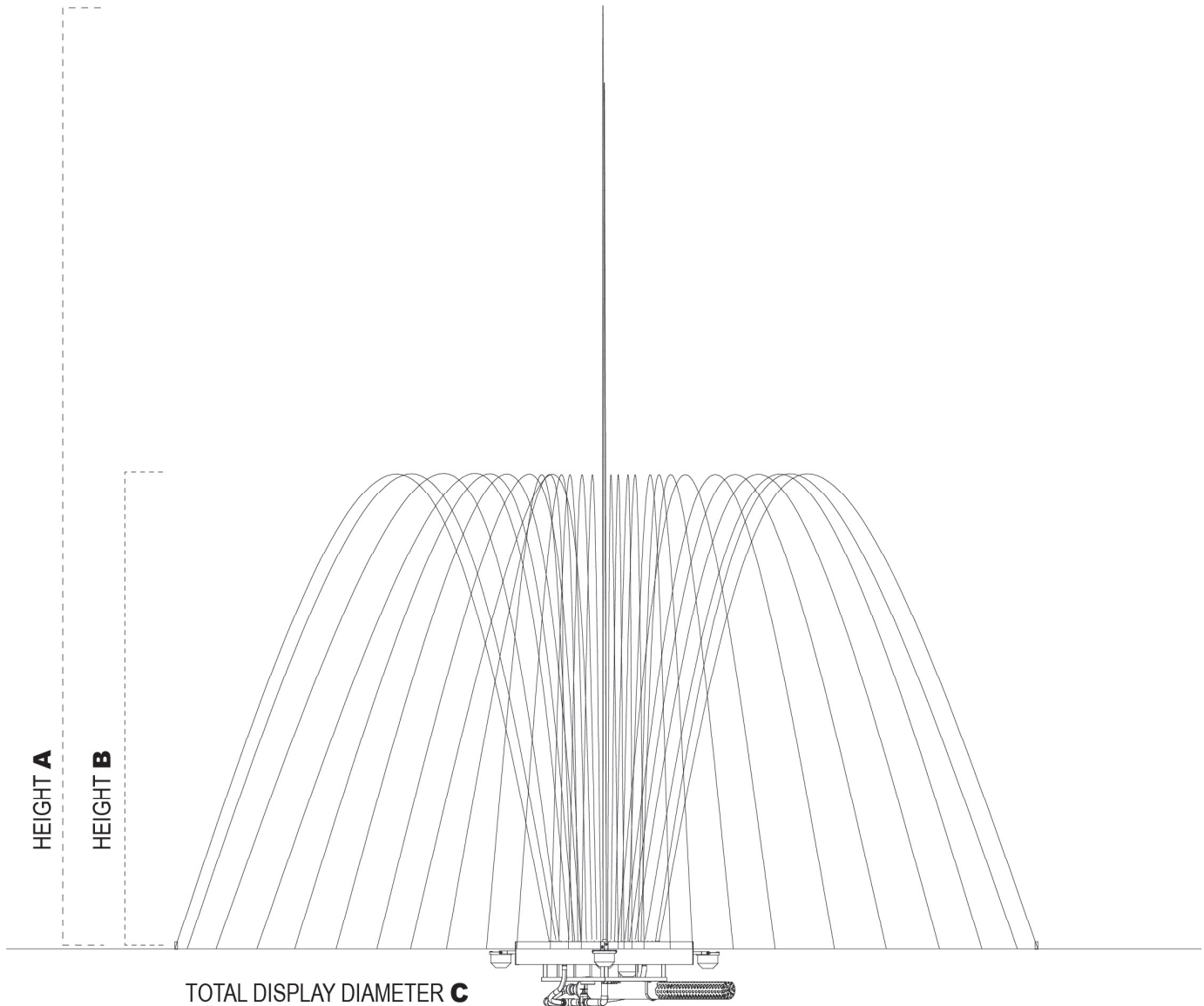
- ◆ UL listed per National Electrical Code
- ◆ Weatherproof steel enclosures

SUBMERSIBLE LIGHT FIXTURES

- ◆ Energy efficient LED, 140 lumens/watt
- ◆ Stainless steel housing
- ◆ **2 year warranty**

CABLES

- ◆ STW-A rated
- ◆ **4 year warranty**



CHECK EITHER WITH OR WITHOUT LIGHTS

Fountain Only																		
With LED Lights																		
Motor HP	2	2	2	3	3	3	5	5	5	7.5	7.5	7.5	10	10	10	15	15	15
Volts	230	230	208	230	230	208	230	230	208	230	230	208	230	230	208	230	230	208
Phase	1	3	3	1	3	3	1	3	3	1	3	3	1	3	3	1	3	3
AMP	14	8	9	17	10	13	28	17	21	42	25	28	51	32	37	72	47	54
HT. A	15'	15'	15'	20'	20'	20'	25'	25'	25'	30'	30'	30'	40'	40'	40'	45'	45'	45'
HT. B	8'	8'	8'	10'	10'	10'	12'	12'	12'	15'	15'	15'	18'	18'	18'	20'	20'	20'
Dia. C	15'	15'	15'	20'	20'	20'	25'	25'	25'	30'	30'	30'	35'	35'	35'	40'	40'	40'
43W LED Lights	3	3	3	3	3	3	4	4	4	4	4	4	5	5	5	5	5	5
Total Watts	129	129	129	129	129	129	172	172	172	172	172	172	215	215	215	215	215	215
AMP Draw	1.1	1.1	1.1	1.1	1.1	1.1	1.5	1.5	1.5	1.5	1.5	1.5	1.8	1.8	1.8	1.8	1.8	1.8

Drawings are for illustration only and not to scale. Installation of fountain equipment shall be in accordance with manufacturers specifications.

FLOTATION SYSTEM

Rotocast polypropylene with ultraviolet inhibitors added for extended protection against warping/cracking. Each seamless, watertight section is equipped with threaded brass insert and expanding type fill-plug to add water ballast and leveling control.

PUMP/MOTOR

____ HP, ____ Volt, ____ Phase stainless steel, sealed UL listed submersible motor. Submersible turbine pump shall be of 100% 304 stainless steel construction, with driveshaft of 416 stainless steel and equipped with sand collars for maximum protection against abrasives. Pump and motor are water cooled and lubricated. *Use of oil-filled motors/pumping systems are not acceptable due to need for regular replacement of oil, O-rings, and seals.*

INTAKE SCREEN

Type 304, 18ga stainless steel, protects against foreign material entering pumping system.

FRAMEWORK

Type 304 stainless steel with welded joints and stainless steel fastenings.

LIGHTING FIXTURES

____ 43Watt, 120V clear, stainless steel LED light fixtures with tempered lens and neoprene gaskets, mounting brackets and fastenings of stainless steel. See specification chart for suggested lighting package. ETL listed.

DISPLAY HEAD

Center Display - 100% precision machined brass smoothbore nozzle.

Spray Ring - 42" diameter ring consisting of forty-five (45) jets. All jets shall be one-piece brass machined into ring at precise angle to ensure display integrity.

UNDERWATER ELECTRICAL CABLES

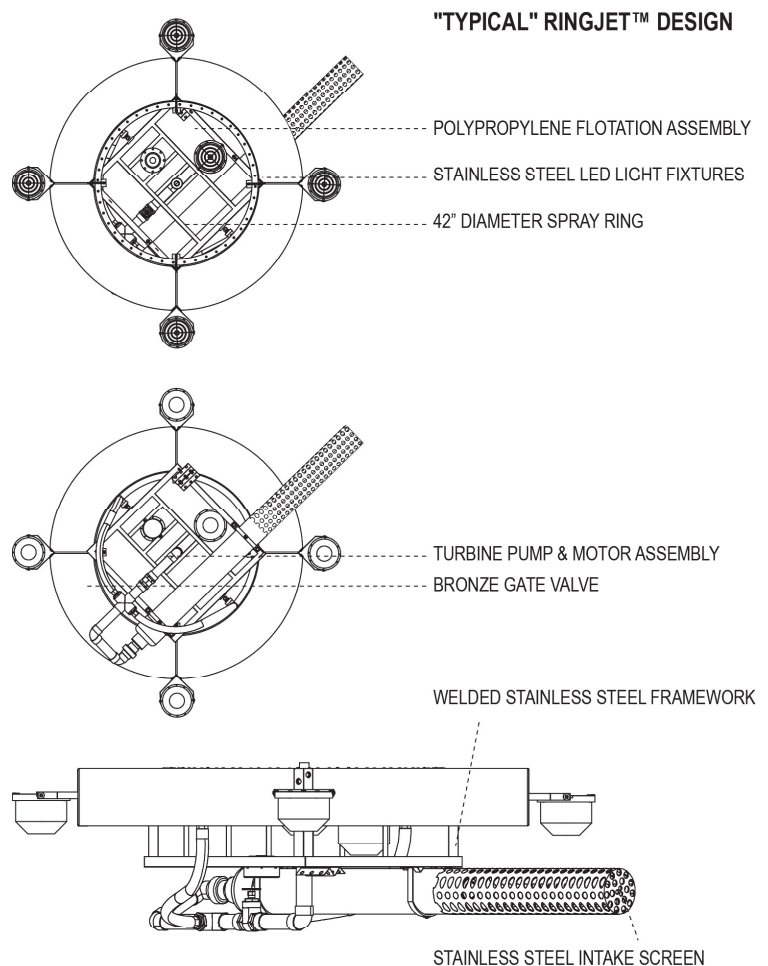
STW-A rated, stamped "water resistant". ____' of ____ga-pump, ____' of ____ga-lights

FOUNTAIN CONTROL PANEL

- ◆ Steel NEMA 3R enclosure
- ◆ Surge/Lightning Protection
- ◆ Capacitive motor starter (single phase units)
- ◆ 2 - 24 hour time clocks
- ◆ Phase loss protection (3-phase units)
- ◆ Circuit breaker - pump
- ◆ Circuit breaker - lights (if equipped)
- ◆ GFI protection - pump
- ◆ GFI protection - lights (if equipped)

WARRANTY (PARTS)

- ◆ Fountain - 4 years
- ◆ Light Fixtures (excludes bulbs) - 2 years
- ◆ Controls - 1 year



*Vertex reserves the right to improve and change designs and/or specifications without notice or obligation.

FOUNTAIN CONTROL PANEL

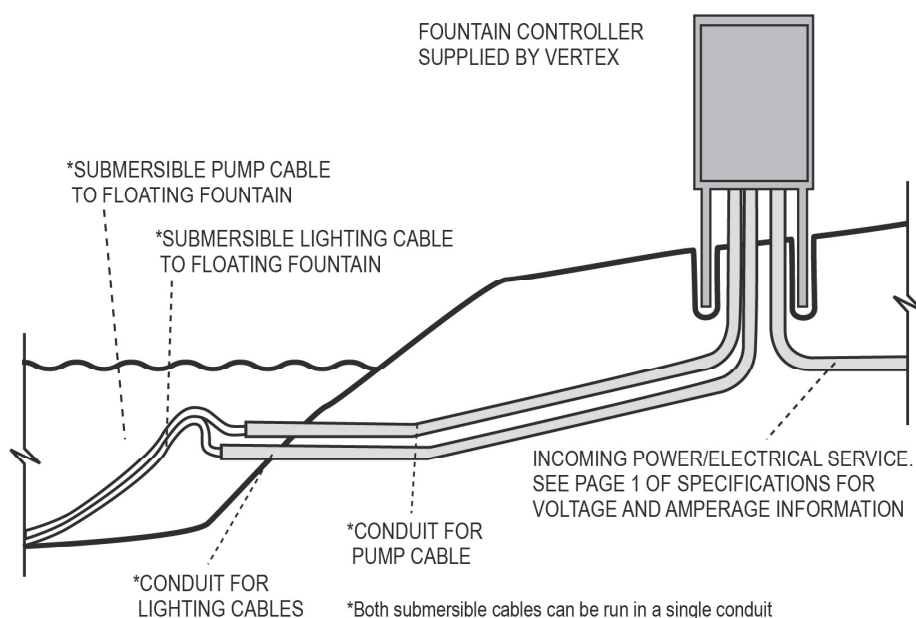
Warning - The fountain control panel must be installed by licensed electrician in accordance with article 682 of national electrical code.

Panel location is above any and all possible high water levels. Submergence of panel poses serious risk of electrical shock and damage of fountain system. Failure may result in potentially hazardous conditions and/or failure of electrical inspection.

Consult authorities having jurisdiction (ahj) for specific local codes/restrictions. Vertex Aquatic Solutions accepts/assumes no responsibility for installations not in accordance with local and/or national electrical codes.

SCOPE OF WORK - ELECTRICIAN

1. Mount NEMA 3R panel enclosure in accordance with NEC 682 following any additional local codes and/or restrictions that exist.
2. Trench and bury sufficiently sized conduit(s) from fountain panel to water's edge, extending conduit(s) far enough into water to ensure no submersible cable is exposed should low water conditions arise.
3. Bring incoming power from power source into the fountain panel.
Incoming voltage must match with specifications of fountain panel or failure will result, damaging the system and voiding the warranty.
4. Pull submersible cable(s) from fountain through conduit to control panel and perform final connections



See Fountain Owner's Manual for details on installing the fountain in your lake.

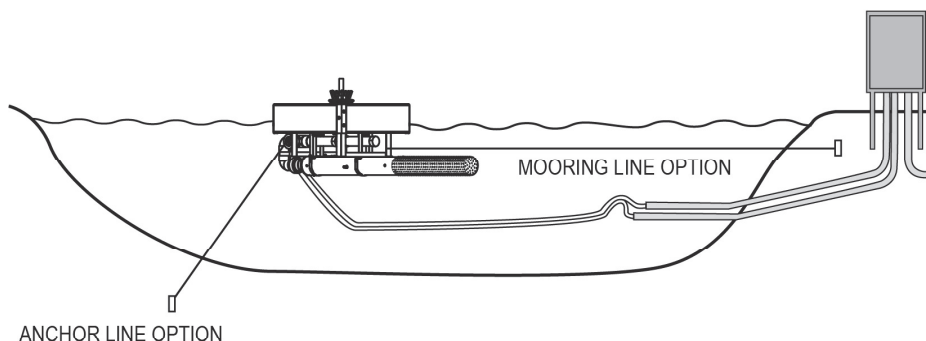
IMPORTANT NOTES

Do not operate fountain and lights until fountain installation has been completed and lights are fully submerged.

Operating light(s) out of water will result in damage to bulb(s) and lens(es), voiding manufacturer's warranty.

Connect only 120V to light(s)

Higher voltage will result in immediate damage or failure of bulb(s).



SERVICES CONTRACT

CUSTOMER NAME: Cutler Cay CDD

SUBMITTED TO: Gloria Perez / (786) 985-8848 / gperez@sdsinc.org

CONTRACT DATE: May 4, 2022

SUBMITTED BY: Gary Wilhelm

SERVICES: Removal of existing fountain & disposal.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The fee for the Services is **\$400.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

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Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or

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unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

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13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Cutler Cay CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

Scope of Work:

1. Solitude Lake Management will remove the existing fountain and dispose of it offsite. This will be done the day of the installation of the new fountain.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

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4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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On May 9, 2022, at 3:56 PM, Laura Gavilan <lgavilan@kwpmc.com> wrote:

Good afternoon Gloria;

The HOA board is willing to pay to have the Old Cutler Road and entrances painted, I received a quote from Elite Property Painting which you recommended and we will most probably use him. Can you send us the agreement giving us permission, we would like to make sure we lock in the price. Thank you.

Sincerely,

Laura Gavilan, LCAM
Property Manager

A GREAT team delivering GREAT services!

KW PROPERTY MANAGEMENT & CONSULTING
Cutler Cay Homeowners Association, Inc.
7755 SW 192nd Street
Cutler Bay, FL 33157
Telephone (786) 667-8724
Fax (786) 667-8728
Email: lgavilan@kwpmc.com
<https://web.kw-ic.com/cutlercay/>

Proud Winner of the South Florida Business Journal's "2021 Business of the Year," the Daily Business Review's "Best of" Property Management Award Hall of Fame and winner in 2012, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021; Proud Honoree of the Inc. 5000 List in 2020, as one of "America's Fastest Growing Private Companies," for the third year in a row!



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PROPOSAL

4122 NE 22nd Court, Homestead, FL 33033

Tel 786-694-0709

E-mail: operations@raptorvac.com

www.raptorvac.com

SIGN INSTALLATION

PROPOSAL SUBMITTED TO: Cutler Cay CDD % SDS, Inc.	PROJECT NAME: Cutler Cay
BUSINESS ADDRESS: 2501A Burns Road Palm Beach Gardens, FL 33410	PROJECT LOCATION: 19500 SW 80th Ct, Cutler Bay, FL 33157
TELEPHONE: 561-630-4922	DATE: April 28, 2021

We hereby propose to furnish all labor and equipment to complete the work outlined in this proposal in accordance with the Scope of Work listed below.

SCOPE OF WORK: supply and install signs 12" x 18", green u-channel posts, concrete, hardware at five (5) locations around stormwater management area. Dispose of excavated material.

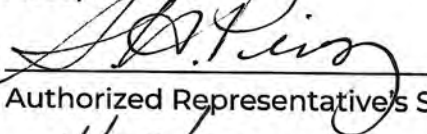
COST: We propose to conduct this work in accordance with the above Scope of Work for the sum of \$1,195.00

One Thousand One Hundred Ninety Five Dollars and 00/100 Cents

TERMS: Net 30

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

Accepted by:

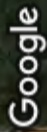


Authorized Representative's Signature

4/28/2022

Date of Acceptance

Work Commencement
Contingent on receipt of
COI's.
This was approved by the
Chairman via email.





Proposal

12600 S.W. 125 Avenue, Miami, FL 33186
(305) 255-7000, Fax (305) 255-1281

4/27/2022

Cutler Cay CDD
2501 A Burns Road
Palm Beach Gardens FL 33410

gperez@sdsinc.org

Job name: Cutler Cay trimming of exotic and Green buttonwood trees on wet land property

We propose to trim the exotic (Holly) and Green buttonwood trees that are leaning on the perimeter wall/fences on 2 areas that come under the Coastal Resources Miami Dade County DERM jurisdiction.

Trees have been marked and locations indicated for inspection by Coastal Resources.
Note: This inspection is required prior to any tree trimming.

Trimming to be removing the existing branches of the Holly and Grn. Buttonwoods off the fence so as not to damage the fence. Branches of trees over hanging and not impacting the fence is out side this contract. Cut branches of the Holly trees will be treated with a selective herbicide (Triclopyr or other similar product).

No mangrove trees will be trimmed under this contract.

Our charge ... \$ 5,050

Signature: _____

By: *David Waddell*

Date: _____

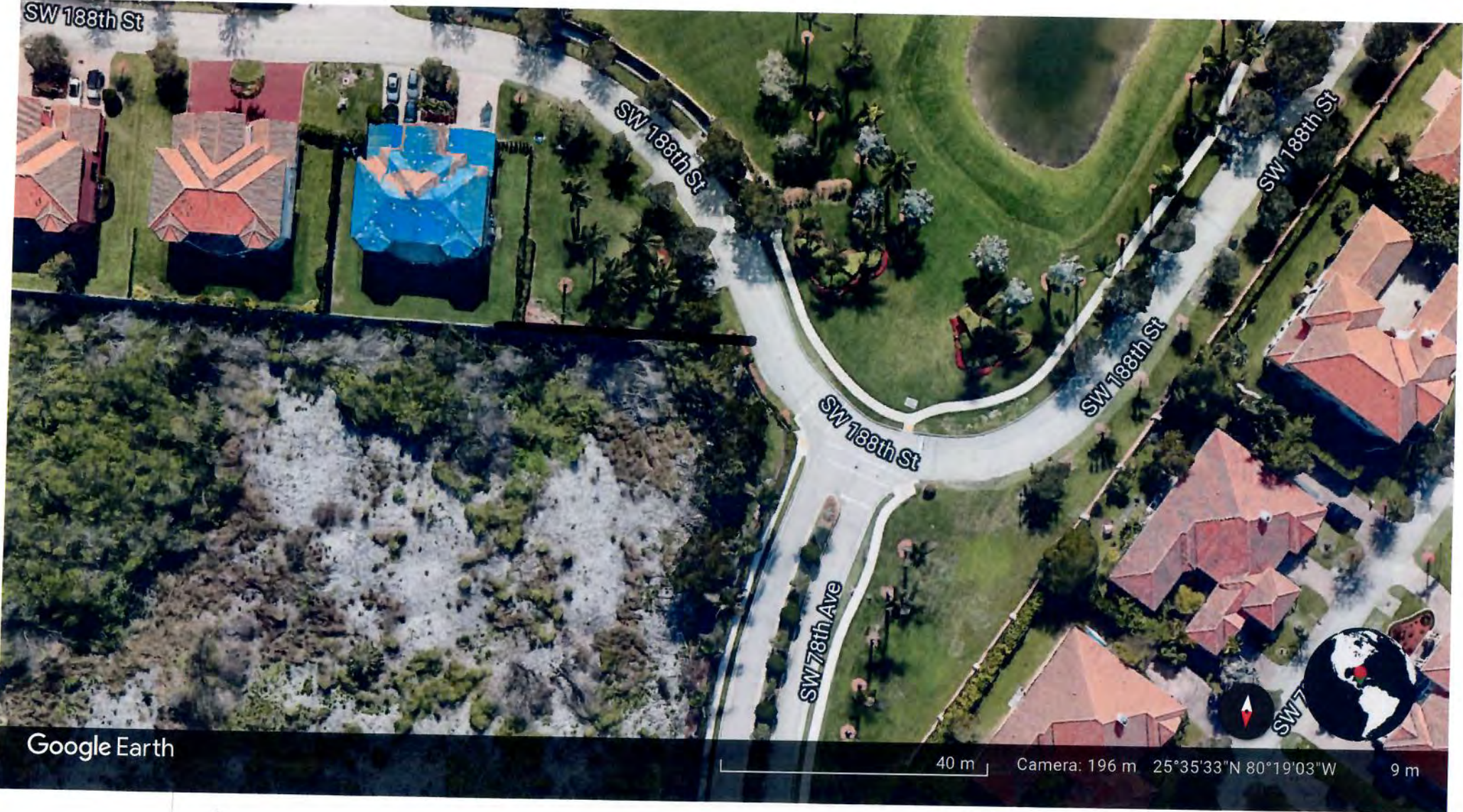
ISA Certified Arborist
For Turf Management

This Proposal becomes a Contract upon acceptance by both parties.

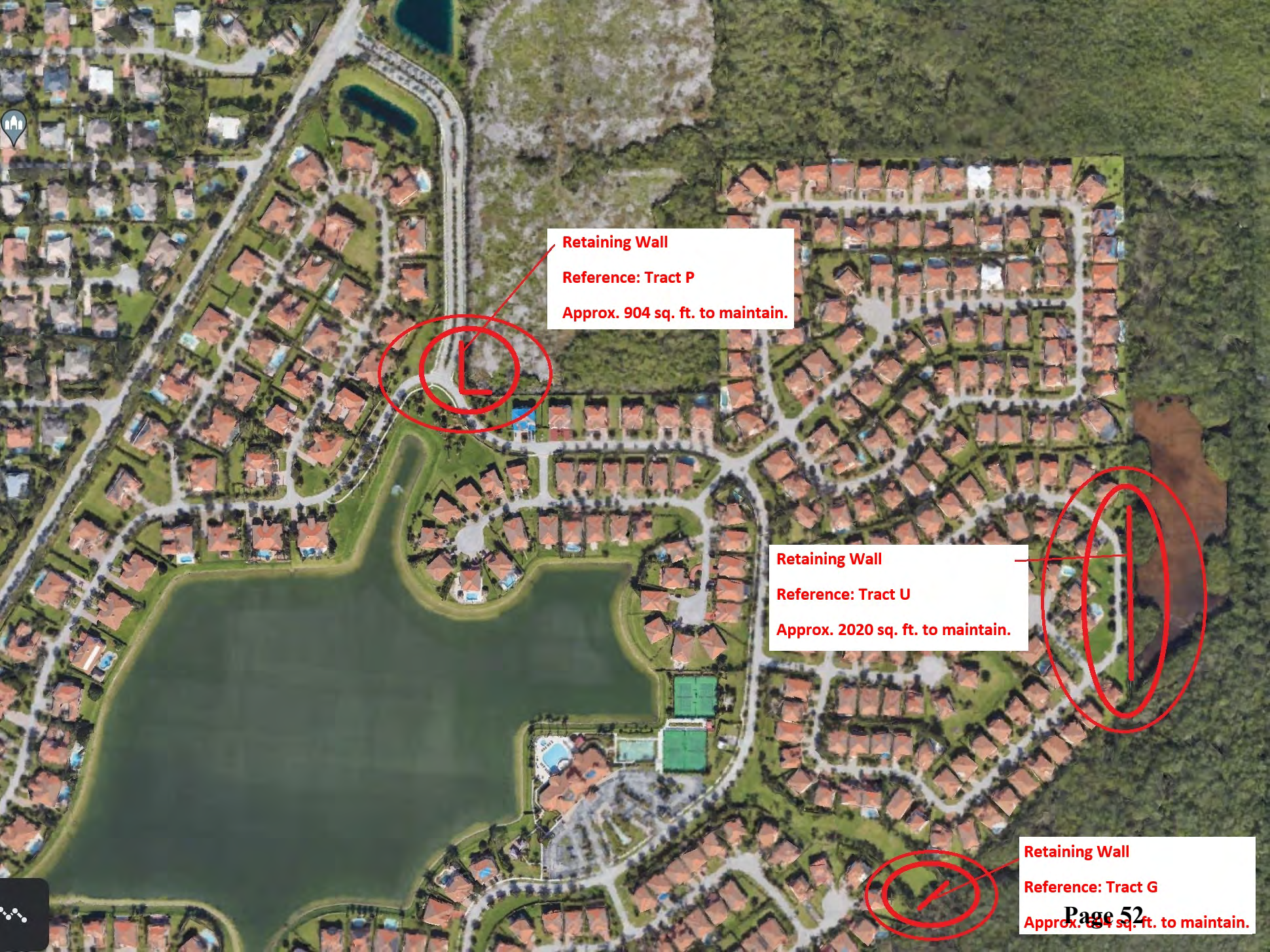
cutler cay cdd wet land trimming



CUTLER CAY CDD
TRIMMING OF HOLLY & GREEN BUTTERNUTS
LOCATION: SW 198 ST. - 74 AVE. CUTLER BAY, FL



CUTLER CAY CDD
TRIMMING OF UNIDENTIFIED EXOTIC TREES (3)
LOCATION: SW 78th Ave & 188th St CUTLER BAY, FL.



Retaining Wall

Reference: Tract P

Approx. 904 sq. ft. to maintain.

Retaining Wall

Reference: Tract U

Approx. 2020 sq. ft. to maintain.

Retaining Wall

Reference: Tract G

Approx. 684 sq. ft. to maintain.

SECOND AMENDMENT TO SERVICES AGREEMENT
(Water Feature Maintenance)

THIS SECOND AMENDMENT TO WATER FEATURE MAINTENANCE SERVICES AGREEMENT (the “Second Amendment” or “Amendment”) is made and entered into this ____ day of _____, 2022 (the “Effective Date”), by and between:

CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Cutler Bay, Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

POOL CENTURION GROUP, LLC, a limited liability company, doing business as REEF TROPICAL POOLS, whose mailing address is 477 Madison Avenue, 11th Floor, New York, New York 10022, and whose business address is 100 N. Krome Avenue, Florida City, Florida 33034-3409 (the "Contractor").

WHEREAS, the District and the Contractor’s predecessor, CORAL REEF TROPICAL POOLS, INC., entered into an Agreement for Water Feature Maintenance Services on February 11, 2020, as amended by the First Amendment to Services Agreement, dated August 17, 2021 (collectively, the “Agreement”); and

WHEREAS, the Contractor merged with CORAL REEF TROPICAL POOLS, INC., and took over the services and has continued to provide services for the District in accordance with the Agreement; and

WHEREAS, the District desires to amend the Agreement to increase the Contractor’s monthly compensation due to price increases from suppliers and materials needed to perform the services to the water feature; and

WHEREAS, the Board of Supervisors of the District at its meeting of April 11, 2022, authorized the District to enter into an amendment to the Agreement reflecting the modifications described in the preceding recital; and

WHEREAS, the District agrees to pay Contractor for its services pursuant to the Agreement as amended herein and in accordance herewith.

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

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into and form a material part of this Amendment.

SECTION 2. Pursuant to Section 21 of the Agreement, the Agreement is hereby amended as set forth herein. The amendments are formatted as follows: Words ~~stricken~~ are deletions; words underlined are additions.

SECTION 3. Section 4. of the Agreement (Compensation) is hereby amended as follows:
A. District agrees to pay Contractor ~~FOUR SIX HUNDRED TWENTY FIVE NINETY (\$425.00 690.00) DOLLARS~~ per month for the Services as set forth in this Agreement and Proposal. Contractor shall invoice the District after each service is provided.

SECTION 4. Section 23. of the Agreement (Notices) is hereby amended as follows:

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
~~SunTrust Center, Sixth Floor~~
Las Olas Square, Suite 600
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis Lyles, Esq.

CONTRACTOR: ~~Coral Reef Tropical Pools, Inc.~~
~~4A Barracuda Lane~~
~~Key Largo, Florida 33037~~
~~Attention: President~~
Pool Centurion Group, LLC
100 N. Krome Avenue
Florida City, FL 33034-3409
Attention: Edward Balogh, AP

SECTION 5. In all other respects not specifically amended by this Amendment, the Agreement shall remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties executed this Second Amendment to Water Feature Maintenance Services Agreement and further agree that it shall take effect, except as otherwise provided herein, as of the Effective Date first above written.

**CUTLER CAY COMMUNITY
DEVELOPMENT DISTRICT**

Gloria Perez, District Manager signing
on behalf of the Chair pursuant to motion
authorizing signature, at a meeting of the
Board of Supervisors on April 11, 2022

_____ day of _____, 2022

WITNESSES:

[PRINT NAME OF WITNESS]

[PRINT NAME OF WITNESS]

CONTRACTOR:

POOL CENTURION GROUP, LLC, a
limited liability company

By: _____
Print name: _____
Title: _____

_____ day of _____, 2022

Cutler Cay
Community Development District

**Financial Report For
May 2022**

Cutler Cay Community Development District
Budget vs. Actual
October 2021 through May 2022

	Oct 21 - May 22	FY 21/22 Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
363.100 · Administrative Assessments	84,127.70	87,614.00	-3,486.30	96.02%
363.101 · Maintenance Assessments	525,527.25	550,979.00	-25,451.75	95.38%
363.810 · Debt Assessments	737,413.30	773,141.00	-35,727.70	95.38%
363.820 · Debt Assessment - Pd To Trustee	-704,362.80	-726,753.00	22,390.20	96.92%
363.830 · Cty Appraiser & Tax Coll Fee	-12,996.48	-27,170.00	14,173.52	47.83%
363.831 · Discounts For Early Payments	-47,359.16	-54,341.00	6,981.84	87.15%
369.400 · Other Income	1,200.00	0.00	1,200.00	100.0%
369.401 · Interest Income	320.37	300.00	20.37	106.79%
Total Income	583,870.18	603,770.00	-19,899.82	96.7%
Expense				
511.758 · FPL - Electrical	14,543.52	150,000.00	-135,456.48	9.7%
511.757 · FPL - Street Lighting Project	45,460.00	95,000.00	-49,540.00	47.85%
512.823 · Lake Bank Erosion Restoration Project	10,000.00	0.00	10,000.00	100.0%
511.756 · Water & Sewage	294.95	5,000.00	-4,705.05	5.9%
511.755 · Guardhouse Insurance	0.00	5,000.00	-5,000.00	0.0%
511.754 · Guardhouse Exterior Maintenance	95.00	10,000.00	-9,905.00	0.95%
511.753 · Entry Feature Maintenance	0.00	15,000.00	-15,000.00	0.0%
511.752 · Fountain Maintenance	300.00	15,000.00	-14,700.00	2.0%
511.751 · Street Signage	0.00	5,000.00	-5,000.00	0.0%
511.308 · Stormwater Drainage Pipe Project	64,266.00	65,000.00	-734.00	98.87%
511.307 · Sidewalk Maint/ Repairs	6,336.05	15,000.00	-8,663.95	42.24%
511.122 · Payroll tax expenses	153.00	480.00	-327.00	31.88%
511.131 · Supervisor Fee	2,000.00	6,000.00	-4,000.00	33.33%
511.301 · Lakes Maintenance	4,760.00	10,000.00	-5,240.00	47.6%
511.302 · Roads Maintenance/Reserve	6,800.00	47,500.00	-40,700.00	14.32%
511.303 · Stormwater Drainage/Reserve	0.00	17,575.00	-17,575.00	0.0%
511.304 · Field Operations	3,100.00	3,600.00	-500.00	86.11%
511.305 · Contingency/Reserve	2,438.07	30,000.00	-27,561.93	8.13%
511.306 · Walls-Wall Fountain Maintenance	10,680.09	25,000.00	-14,319.91	42.72%
511.310 · Engineering/Inspections	38,728.87	7,000.00	31,728.87	553.27%
511.311 · Management Fees	20,360.00	30,540.00	-10,180.00	66.67%
511.312 · Secretarial Fees	2,800.00	4,200.00	-1,400.00	66.67%
511.315 · Legal Fees	6,669.50	12,500.00	-5,830.50	53.36%
511.318 · Assessment/Tax Roll	0.00	7,500.00	-7,500.00	0.0%
511.320 · Audit Fees	0.00	3,400.00	-3,400.00	0.0%
511.330 · Arbitrage Rebate Fee	650.00	650.00	0.00	100.0%
511.450 · Insurance	10,155.00	8,500.00	1,655.00	119.47%
511.480 · Legal Advertisements	176.91	750.00	-573.09	23.59%
511.512 · Miscellaneous	1,745.11	1,300.00	445.11	134.24%
511.513 · Postage and Delivery	303.23	350.00	-46.77	86.64%
511.514 · Office Supplies	683.25	800.00	-116.75	85.41%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.733 · Trustee Fees	4,138.75	3,600.00	538.75	114.97%
511.734 · Continuing Disclosure Fee	0.00	350.00	-350.00	0.0%
511.750 · Website Management	1,333.28	2,000.00	-666.72	66.66%
Total Expense	259,145.58	603,770.00	-344,624.42	42.92%
Net Ordinary Income	324,724.60	0.00	324,724.60	100.0%
	324,724.60	0.00	324,724.60	100.0%

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
MAY 2022**

	Annual Budget 10/1/21 - 9/30/22	Actual May-22	Year To Date Actual 10/1/21 - 5/31/22
REVENUES			
Administrative Assessments	87,614	1,902	84,128
Maintenance Assessments	550,979	8,797	525,527
Debt Assessments - 2014 Refunding	773,141	12,345	737,413
Other Revenues	0	0	1,200
Interest Income	300	0	320
Total Revenues	\$ 1,412,034	\$ 23,044	\$ 1,348,588
ADMINISTRATIVE EXPENDITURES			
Supervisor Fees	6,000	0	2,000
Payroll Taxes (Employer)	480	0	153
Management	30,540	2,545	20,360
Secretarial	4,200	350	2,800
Legal	12,500	0	6,669
Assessment Roll	7,500	0	0
Audit Fees	3,400	0	0
Arbitrage Rebate Fee	650	0	650
Insurance	8,500	0	10,155
Legal Advertisements	750	75	177
Miscellaneous	1,300	125	1,745
Postage	350	131	303
Office Supplies	800	261	683
Dues & Subscriptions	175	0	175
Trustee Fee	3,600	0	4,139
Continuing Disclosure Fee	350	0	0
Website Management	2,000	166	1,333
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 83,095	\$ 3,653	\$ 51,342
TOTAL MAINTENANCE EXPENDITURES	\$ 520,675	\$ 20,687	\$ 207,803
TOTAL EXPENDITURES	\$ 603,770	\$ 24,340	\$ 259,145
REVENUES LESS EXPENDITURES	\$ 808,264	\$ (1,296)	\$ 1,089,443
2014 Bond Refunding Payments	(726,753)	(12,221)	(704,363)
Balance	\$ 81,511	\$ (13,517)	\$ 385,080
County Appraiser & Tax Collector Fee	(27,170)	(231)	(12,996)
Discounts For Early Payments	(54,341)	0	(47,359)
Excess/ (Shortfall)	\$ -	\$ (13,748)	\$ 324,725
Carryover From Prior Year	0	0	0
Net Excess/ (Shortfall)	\$ -	\$ (13,748)	\$ 324,725

Bank Balance As Of 5/31/22	\$ 860,176.48
Accounts Payable As Of 5/31/22	\$ 93,983.47
Accounts Receivable As Of 5/31/22	\$ 1,200.00
Other Assets As Of 5/31/22	\$ 100.00
Reserve For Roads Maintenance As Of 5/31/22	\$ 171,000.00
Reserve For Stormwater Drainage As Of 5/31/22	\$ 20,500.00
Reserve For Pipe Repairs Project As Of 5/31/22	\$ 70,000.00
Available Funds As Of 5/31/22	\$ 505,993.01

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
MAY 2022**

	Annual Budget 10/1/21 - 9/30/22	Actual May-22	Year To Date Actual 10/1/21 - 5/31/22
MAINTENANCE EXPENDITURES			
Contingency/Reserve	30,000	1,690	2,438
Lakes Maintenance	10,000	595	4,760
Roads Maintenance/Reserve	47,500	780	6,800
Stormwater Drainage/Reserve	17,575	0	0
Stormwater Drainage System Pipe Repairs Project	65,000	0	64,266
Field Operations	3,600	1,000	3,100
Walls & Wall Fountain Maintenance	25,000	775	10,680
Sidewalk Maintenance/Repairs	15,000	0	6,336
Engineering/Inspections	7,000	4,226	38,729
Street Signage	5,000	0	0
Lake Fountain Maintenance	15,000	0	300
Entry Features Maintenance	15,000	0	0
Guardhouse Exterior Maintenance	10,000	0	95
Guardhouse Insurance	5,000	0	0
Water & Sewage	5,000	0	295
FPL - Street Lighting Project	95,000	0	45,460
FPL - Electrical	150,000	1,621	14,544
Lake Bank Erosion Restoration Project	0	10,000	10,000
TOTAL MAINTENANCE EXPENDITURES	\$ 520,675	\$ 20,687	\$ 207,803

**CUTLER CAY CDD
TAX COLLECTIONS
2021-2022**

#	ID#	PAYMENT FROM	DATE	PAYMENT FROM	Tax Collect Receipts	Interest Received	Commissions Paid	Discount	Net From Tax Collector	Admin Assessment Income (Before Discounts & Fees)	Maint Assessment Income (Before Discounts & Fees)	Debt Assessment Income (Before Discounts & Fees)	Admin Assessment Income (After Discounts & Fees)	Maint Assessment Income (After Discounts & Fees)	Debt Assessment Income (After Discounts & Fees)	Debt Assessment Paid to Trustee
									\$ 1,411,734	\$ 87,614	\$ 550,979	\$ 773,141	\$ 87,614	\$ 550,979	\$ 773,141	
									\$ 1,330,223	\$ 82,795	\$ 520,675	\$ 726,753	\$ 82,795	\$ 520,675	\$ 726,753	\$ 726,753
1	1	Miami-Dade Tax Collector	11/26/21	NAV Taxes	\$ 138,580.84		\$ (1,329.22)	\$ (5,658.58)	\$ 131,593.04	\$ 8,600.34	\$ 54,086.70	\$ 75,893.80	\$ 8,166.59	\$ 51,359.45	\$ 72,067.00	\$ 72,067.00
2	2	Miami-Dade Tax Collector	12/03/21	NAV Taxes	\$ 706,441.06		\$ (6,781.83)	\$ (28,257.87)	\$ 671,401.36	\$ 43,841.71	\$ 275,716.90	\$ 386,882.45	\$ 41,667.11	\$ 262,041.25	\$ 367,693.00	\$ 367,693.00
3	3	Miami-Dade Tax Collector	12/08/21	NAV Taxes	\$ 213,144.79		\$ (2,046.20)	\$ (8,525.80)	\$ 202,572.79	\$ 13,227.74	\$ 83,188.30	\$ 116,728.75	\$ 12,571.59	\$ 79,062.15	\$ 110,939.05	\$ 110,939.05
4	4	Miami-Dade Tax Collector	12/20/21	NAV Taxes	\$ 61,632.49		\$ (592.50)	\$ (2,382.01)	\$ 58,657.98	\$ 3,824.89	\$ 24,054.55	\$ 33,753.05	\$ 3,640.23	\$ 22,893.65	\$ 32,124.10	\$ 32,124.10
5	5	Miami-Dade Tax Collector	01/11/22	NAV Taxes	\$ 52,513.40		\$ (509.57)	\$ (1,555.62)	\$ 50,448.21	\$ 3,258.95	\$ 20,495.45	\$ 28,759.00	\$ 3,130.71	\$ 19,689.45	\$ 27,628.05	\$ 27,628.05
6	6	Miami-Dade Tax Collector	02/07/22	NAV Taxes	\$ 30,872.40		\$ (301.72)	\$ (700.77)	\$ 29,869.91	\$ 1,915.90	\$ 12,049.20	\$ 16,907.30	\$ 1,853.61	\$ 11,657.95	\$ 16,358.35	\$ 16,358.35
7	Int -1	Miami-Dade Tax Collector	02/28/22	Interest		\$ 42.77			\$ 42.77	\$ 42.77			\$ 42.77			\$ -
8	7	Miami-Dade Tax Collector	03/07/22	NAV Taxes	\$ 21,026.41		\$ (208.04)	\$ (222.57)	\$ 20,595.80	\$ 1,304.86	\$ 8,206.40	\$ 11,515.15	\$ 1,278.05	\$ 8,038.35	\$ 11,279.40	\$ 11,279.40
9	8	Miami-Dade Tax Collector	04/12/22	NAV Taxes	\$ 99,751.97		\$ (996.96)	\$ (55.94)	\$ 98,699.07	\$ 6,190.57	\$ 38,932.20	\$ 54,629.20	\$ 6,125.17	\$ 38,521.25	\$ 54,052.65	\$ 54,052.65
10	Int -2	Miami-Dade Tax Collector	04/27/22	Interest		\$ 17.86			\$ 17.86	\$ 17.86			\$ 17.86			\$ -
11	9	Miami-Dade Tax Collector	05/06/22	NAV Taxes/Interest	\$ 22,541.01	\$ 503.25	\$ (230.44)		\$ 22,813.82	\$ 1,902.11	\$ 8,797.55	\$ 12,344.60	\$ 1,883.02	\$ 8,709.60	\$ 12,221.20	\$ 12,221.20
12									\$ -							\$ -
13									\$ -							\$ -
14									\$ -							\$ -
15									\$ -							\$ -
16									\$ -							\$ -
17									\$ -							\$ -
18									\$ -							\$ -
					\$ 1,346,504.37	\$ 563.88	\$ (12,996.48)	\$ (47,359.16)	\$ 1,286,712.61	\$ 84,127.70	\$ 525,527.25	\$ 737,413.30	\$ 80,376.71	\$ 501,973.10	\$ 704,362.80	\$ 704,362.80

Total Roll = \$1,411,741.39

Note: \$1,411,734, \$87,614, \$550,979 and \$773,141 are 2021/2022 Budgeted assessments before discounts and fees.

Note: \$1,330,223, \$82,795, \$520,675 and \$726,753 are 2021/2022 Budgeted assessments after discounts and fees.

\$ 1,346,504.37	
\$ 563.88	\$ 1,286,712.61
\$ (84,127.70)	\$ (80,376.71)
\$ (525,527.25)	\$ (501,973.10)
\$ (737,413.30)	\$ (704,362.80)
\$ -	\$ -

May 27, 2022

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

Re: Year 2022 Cutler Cay CDD Report

Dear Ms. Perez:

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

The District is located in Sections 2 and 3, Township 56 South, Range 40 East, in Miami-Dade County, Florida. It is bounded by Old Cutler Road on the west, SW 185 Terrace and undeveloped land on the north, Biscayne Bay on the east, and SW 196 Street on the south. The development is located within Zip Code 33157. See Exhibit 1.

1. Infrastructure Ownership and Maintenance Responsibilities.

a. General

The CDD owns the land and improvements within the tracts shown in Exhibit 1. These tracts and improvements were granted in 2008 to the District by Shoma Development Corporation (the "Developer") and by The Cutler Cay Homeowners Association, Inc. (the "HOA") via Quit-Claim deeds recorded at ORB 26735, PG 1457 and ORB 26735, PG 1455, respectively.

The portions of Old Cutler Road and SW 196 Street that lie within the development were dedicated to Miami-Dade County by the recording of the plat titled "Cutler Cay" in Plat Book 162, Page 23.

The water and sanitary sewer systems were completed and conveyed to Miami-Dade County for ownership and maintenance.

b. Maintenance Responsibilities of CDD-Owned Facilities

The District terminated an amended maintenance agreement between the CDD and the HOA dated September 30, 2016 and replaced it with a new agreement dated May 26, 2021 (the "2021 Maintenance Agreement") supplemented with a First Amendment to Maintenance Agreement to share maintenance responsibilities of the District-owned

improvements as follows:

Maintenance Responsibilities of CDD-Owned Facilities.				
(Refer to Exhibit 1 for Location)				
Tract ID	Acreage	CDD Ownership	Improvements Maintenance Responsibility	
			CDD	HOA
A	32.02	Land, Roads, Drainage, Sidewalks, Guardrails, Signs, Pavement Markings, Retaining Perimeter Wall and Fence at SW 78 Ave (from 195 Terr to 194 Terr), Lighting, Landscaping, Irrigation, Security Guardhouse Structure with Gates and Equipment, North Entry Features, South Entry Fountain.	Roads, Drainage, Sidewalks, Guardrails, Signs, Pavement Markings, Retaining Perimeter Wall and Fence at SW 78 Ave (from 195 Terr to 194 Terr), Lighting, Security Guardhouse Structure, North Entry Features, South Entry Fountain.	Landscaping, irrigation, security gates at the guardhouse, security equipment, interior guardhouse components, and regular janitorial services within the guardhouse.
B	33.05	Land, Lake, Fountain, Drainage Outfalls, Guardrails, Landscaping, Irrigation.	Lake (water), Drainage Outfalls, Guardrails, Fountain.	Landscaping, Irrigation (lake banks).
C	1.821	Land, Lake, Drainage Outfalls, Guardrails, Landscaping, Irrigation.	Lake (water), Drainage Outfalls, Guardrails.	Landscaping, Irrigation (lake banks).
G	1.753	Land, Drainage, Retaining Perimeter Wall and Fence on the East Side of the Tract, Landscaping, Irrigation.	Drainage, Retaining Perimeter Wall and Fence on the East Side of the Tract.	Landscaping, Irrigation.

Maintenance Responsibilities of CDD-Owned Facilities.				
(Refer to Exhibit 1 for Location)				
Tract ID	Acreage	CDD Ownership	Improvements Maintenance Responsibility	
			CDD	HOA
H	0.588	Land, Landscaping, Irrigation.	-	Landscaping, Irrigation.
I	1.109	Land, Drainage, Decorative Wall, Landscaping, Irrigation.	Drainage, Decorative Wall.	Landscaping, Irrigation.
J	0.048	Land, Landscaping, Irrigation.	-	Landscaping, Irrigation.
K	0.048	Land, Landscaping, Irrigation.	-	Landscaping, Irrigation.
N	1.849	Land, Pond, Guardrails, Decorative Wall on Old Cutler Rd, Landscaping, Irrigation.	Pond (water), Guardrails, Decorative Wall on Old Cutler Road.	Landscaping, Irrigation (pond banks).
O	2.188	Land, Pond, Guardrails, Decorative Wall on Old Cutler Rd, Landscaping, Irrigation.	Pond (water), Guardrails, Decorative Wall on Old Cutler Road.	Landscaping, Irrigation (pond banks).
P	0.438	Land, Guardrails, Retaining Wall at SE Corner of Tract, Landscaping, Irrigation.	Guardrails, Retaining Wall at SE Corner of Tract.	Landscaping, Irrigation.
Q	0.021	Land, Landscaping, Irrigation.	-	Landscaping, Irrigation.
R	0.023	Land, Landscaping, Irrigation.	-	Landscaping, Irrigation.
S	0.398	Land, Landscaping, Irrigation.	-	Landscaping, Irrigation.
T	0.052	Land, Landscaping, Irrigation.	-	Landscaping, Irrigation.

Maintenance Responsibilities of CDD-Owned Facilities.				
(Refer to Exhibit 1 for Location)				
Tract ID	Acres	CDD Ownership	Improvements Maintenance Responsibility	
			CDD	HOA
U	0.203	Land, Guardrails, Retaining Perimeter Wall and Fence on SW 74 Ave, Landscaping, Irrigation	Guardrails, Retaining Perimeter Wall and Fence on SW 74 Ave	Landscaping, Irrigation.
V	1.298	Land, Decorative Wall on Old Cutler Road, Landscaping, Irrigation	Decorative Wall on Old Cutler Road.	Landscaping, Irrigation.
W	0.122	Land, Decorative Wall on Old Cutler Road, Landscaping, Irrigation	Decorative Wall on Old Cutler Road.	Landscaping, Irrigation.
X	0.083	Land, Landscaping, Irrigation.	-	Landscaping, Irrigation.
A-A	0.153	Land, Landscaping, Irrigation.	-	Landscaping, Irrigation.
B-B	0.144	Land, Landscaping, Irrigation.	-	Landscaping, Irrigation.
C-C	0.058	Land, Landscaping, Irrigation.	-	Landscaping, Irrigation.

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

a. Roads and Road Components, Walls, Fences, Structures, Landscaping and Irrigation.

The roads and other CDD-Owned facilities listed above in Section 1.b. are in good working order and condition. The CDD has substantially completed road widening work at curves where vehicles tended to drive off the road, restoration of drainage inlet aprons, installation of speed signs and replacement of reflective pavement markers (RPMs).

b. Stormwater Management System, Lakes, Ponds, Drainage and Open Areas

The drainage and stormwater management facilities listed above in Section 1. b. are in generally good working order and condition. Repairs to the storm drain system that drains SW 188 Terrace, SW 76 Court and SW 188 Lane, where drainage issues had been reported before, have been substantially completed.

The CDD intends to make repairs to the storm drainage system that drains the loop of SW 77 PL, SW 193 St, SW 76 Ct and SW 193 LN, where complaints have been received.

The CDD intends to restore portions of the shoreline banks of the lake within Tract “B”, which are eroding. For that purpose the CDD is budgeting an amount in the Fiscal Year 2022-2023 as shown in Section 3 below.

c. Water and Sewer Systems

The water and sewer systems were completed and conveyed in good working order and condition to Miami-Dade County for ownership and maintenance.

Issues with the systems may be reported to the County at either of the following numbers: 305-274-9272 (Emergencies) or 305-665-7477 (Customer Service).

3. Estimated Maintenance Costs for District-Owned Infrastructure

a. General

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

2022-2023 Proposed Budget for Maintenance	
Contingency/Reserve	\$105,825
Lakes Maintenance	\$10,000
Roads Maintenance/Reserve	\$47,500
Stormwater Drainage/Reserve	\$17,575
Stormwater Drainage System Pipes Repairs Project	\$100,000
Field Operations	\$12,000
Walls & Wall Fountain Maintenance	\$25,000
Sidewalk Maintenance/Repairs	\$15,000
Engineering/Inspections	\$40,000
Street Signage	\$5,000
Lake Fountain Maintenance	\$15,000
Entry Features Maintenance	\$15,000
Guardhouse Exterior Maintenance	\$10,000
Water & Sewage	\$5,000
FPL - Street Lighting Project	\$10,000
FPL - Electrical	\$48,000
DERM Stormwater Drainage System Improvement Project	\$65,000
Lake Bank Erosion Restoration Project	\$300,000
Total	\$845,900

For more detailed information on the 2022-2023 budget, please visit the District's website at the following link:

<http://cutlercaycdd.org/financials/>

Alvarez Engineers finds the District's maintenance budget for Fiscal Year 2022-2023 adequate, and recommends considering the following suggestions for future budgets:

b. District Roads

Funds will be needed to replace the wearing roadway asphalt layer in about 12 years, when the asphalt has reached its estimated 30-year service life. Funds will also be needed to update signs and markings on the roadways when asphalt is replaced and subsequently restored every 10 years. The District Board of Supervisors may decide whether to create a sinking fund to finance the future capital expense over the next 12 years or to pay a lump sum amount at the end of the asphalt service life. The table below provides the estimated future replacement cost and the estimated annual contributions over the remaining service life to fund the expense. The calculations below assume an annual interest rate of 0.25%.

Pavement Service Life (30 Years Estimated)		Present Year	Remaining Service Life (Yrs)	Present Year Cost (PC) of Pavement Replacement (Mill unit cost \$2 and Resurface 3/4" Thick \$6)			Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)
From	To		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	$FCi/((1+i)^n-1)$
2004	2034	2022	12	10,800	\$8.00	\$86,400	\$121,824	0.25%	\$10,013
* Using Florida Department of Transportation Inflation Factors									

Signs & Marking Service Life (10 Years Estimated)		Present Year	Remaining Service Life (Yrs)	Present Year Cost (PC) of Signs & Marking			Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)
From	To		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	$FCi/((1+i)^n-1)$
2022	2034	2022	12	10,800	\$1.00	\$10,800	\$15,228	0.25%	\$1,252
* Using Florida Department of Transportation Inflation Factors									

c. Stormwater Management System

The following is a suggested 5-year cyclical program for servicing the inlets, manholes, pipes and French drains of the drainage system. The program consists of servicing 20% of the system every year so that at the end of the fifth year, 100% of the system will have been serviced. The table below shows the estimated amount that would need to be budgeted yearly to service the 325 drainage structures and 18,680 Linear Feet of pipes in the District. The program may be financed yearly or in one lump sum when needed, or at any other period combination, at the discretion of the Board of Supervisors.

Total No. Structures in CDD	Total LF Pipes	No. Structures with Pipes Serviced per Year					Cost/EA Structure (Includes Cleaning, and Baffle Replacement)	Cost/LF Pipe (Includes Cleaning, Video, Dewatering, and Root Removal)	Total Budget Amount Per Year
		Year 1	Year 2	Year 3	Year 4	Year 5			
325	18680	65					\$225.00	\$6.50	\$39,000
			65				\$230.00	\$6.70	\$40,000
				65			\$235.00	\$6.90	\$41,100
					65		\$240.00	\$7.10	\$42,200
						65	\$245.00	\$7.30	\$43,200

d. Water and Sewer Systems

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

4. Insurance

Alvarez Engineers has reviewed the District's general liability, property, hired non-owned auto, employment practices liability, public officials liability coverage and deadly weapon protection insurance policy provided by Florida Insurance Alliance under Agreement No. 100121030, for the period between October 1, 2021 and October 1, 2022. The District has budgeted enough funds to cover the \$10,155 insurance premium.

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

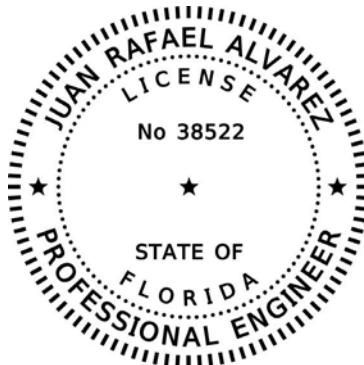
If you have any questions, please do not hesitate to contact me at 305-640-1345 or at Juan.Alvarez@Alvarezeng.com.

Sincerely,
Alvarez Engineers, Inc.

Juan R Alvarez

Digitally signed by Juan R Alvarez
Date: 2022.05.27 09:22:10 -04'00'

Juan R. Alvarez, PE
District Engineer
Date: May 27, 2022



This item has been digitally signed and sealed by Juan R. Alvarez, PE on May 27, 2022.

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



LEGEND:



TRACT "A" (PB 162, PG 23)
FOLIO: 36-6003-034-5060
(QCD ORB 26735, PG 1455)
CATEGORY: ROAD



TRACTS "B" AND "C" (PB 162, PG 23)
FOLIO: 36-6003-034-5070
(QCD ORB 26735, PG 1455)
CATEGORY: STORMWATER MANAGEMENT SYSTEM



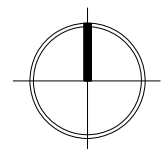
TRACTS "G", "H", "I", "J", "K", "N", "O", "P", "Q", "R", "S", "T",
"U", "V", "W", "X", "AA", "BB", AND "CC" (PB 162, PG 23)
FOLIO: 36-6003-034-5060
(QCD ORB 26735, PG 1455)
CATEGORY: COMMON AREAS



LEGEND:
ORB: OFFICIAL RECORD BOOK
PB: PLAT BOOK
PG: PAGE
QCD: QUIT CLAIM DEED

ALVAREZ ENGINEERS, INC.

**CUTLER CAY CDD
CDD LAND OWNERSHIP**



0 100' 400' 650'

EXHIBIT 1