

CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT

MIAMI-DADE COUNTY

REGULAR BOARD MEETING AUGUST 8, 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 August 8, 2022 4:00 p.m.

А.	Call to Order
B.	Proof of PublicationPage 1
C.	Establish Quorum
D.	Additions or Deletions to Agenda
E.	Comments from the Public for Items Not on the Agenda
F.	Approval of Minutes
	1 June 13, 2022 Regular Board Meeting & Public Hearing Page 2
G.	 New Business 1. Discussion and Board Direction for Ponding at 7587 SW 189 Street
	9. Consider Approval of FPL Contractor Proposal for Removal of Existing Lighting Handholes, Wires and Panels
H.	Old Business
	 Update on SAE Street Signage and Asphalt Repairs Project Update on Storm Drainage System Maintenance & Pipe Repairs Project Update on Raptor Stormwater Management System Cleaning Update on FP&L Street Lighting Project Update on Turf Management Retention Wall Area Exotic & Green Buttonwood Tree Trimming
I.	Administrative Matters
т	 Financial Opdate
J.	Board Member and/or Staff Comments/Requests 1 District Counsel Undate on the 2022 Florida Legislative Session Page 145
K.	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. AD. 2021

(SEAL

GUILLERMO GARCIA personally known to me



CHRISTINA LYNN RAVIX Commission # GG 277771 Expires November 19, 2022 Bonded Thru Troy Fain Insurance 800-385-7019

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 <u>www.cutlercaycdd.org</u> 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 PUBLIC HEARING & REGULAR BOARD MEETING JUNE 13, 2022

A. CALL TO ORDER

Mrs. Perez called to order the June 13, 2022, Regular Board Meeting of the Cutler Cay Community Development District (the "District") at 4:02 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 Omar Fonte and Aileen Milian.

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.

D. ADDITIONS AND DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

F. APPROVAL OF MINUTES

1. April 11, 2022, Regular Board Meeting

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously approving the minutes of the April 11, 2022, Regular Board Meeting, as presented.

Mrs. Perez the recessed the Regular Board Meeting and simultaneously called to order the Public Hearing.

G. PUBLIC HEARING 1. Proof of Publication

Proof of publication was presented that notice of the Public Hearing had been published in the *Miami Daily Business Review* on May 24, 2022, and May 31, 2022, as legally required.

2. Receive Public Comment on Fiscal Year 2022/2023 Final Budget

Mrs. Perez opened the public comment portion of the Public Hearing to receive comments on the fiscal year 2022/2023 final budget and non-ad valorem special assessments.

Mrs. Perez provided the Board with an email received as of today day from Ms. Ung and read the same for the record. Ms. Ung also in attendance at the meeting/hearing addressed the Board with comments and questions.

Mr. Gilford provided comments and addressed the Board with questions which were answered at this time.

Chairman Musser provided the members of the public with a brief District history leading up to the current day status.

There being no further Final Budget and assessments business to conduct, Mrs. Perez adjourned the Public Hearing and simultaneously reconvened the Regular Board Meeting.

3. Consider Resolution No. 2022-02 – Adopting a Fiscal Year 2022/2023 Final Budget

Mrs. Perez presented Resolution No. 2022-02, entitled:

RESOLUTION NO. 2022-02

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

Mrs. Perez read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2022/2023 final budget and the non-ad valorem special assessment tax roll (Assessment Levy).

A **MOTION** was made by Supervisor Rubin, seconded by Supervisor Musser and unanimously passed adopting Resolution No. 2022-02, approving the Fiscal Year 2022/2023 Final Budget, as presented and setting the fiscal year 2022/2023 Final Budget and non-ad valorem special assessment tax roll (Assessment Levy).

H. NEW BUSINESS 1. Consider Resolution No. 2022-03 – Adopting a Fiscal Year 2022/2023 Meeting Schedule

Mrs. Perez presented Resolution No. 2022-03, entitled:

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.

Mrs. Perez read the title of the resolution into the record and noted that meetings would remain at the same location of the Cutler Cay Community Clubhouse located at 7755 SW 192nd Street, Cutler Bay, Florida 33157, at 4:00 p.m. on the following dates:

November 14, 2022 Amended Budget January 9, 2023 March 13, 2023 Proposed Budget May 15, 2023 Final Budget* August 14, 2023 September 11, 2023

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

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Musser and unanimously passed adopting Resolution No. 2022-03, approving the Regular Meeting Schedule for Fiscal Year 2022-2023 by holding meetings in the Cutler Cay Community Clubhouse located at 7755 SW 192nd Street, Cutler Bay, Florida 33157, at 4:00 p.m. on the above dates, as specified, and further authorizing the advertisement of same, as required by law.

2. Consider Appointment of Audit Committee & Evaluation Criteria

Ms. Perez stated that the Board needed to begin the auditor selection process and presented a draft of the Evaluation Criteria in the meeting book (all per statute, with the exception of price, which has been added, as standard practice), the RFP Notice that is to be published, and the RFP itself.

Per procedure and Florida Statute, the auditor selection is done by a Committee, which is appointed by the Board. With that being stated:

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Rubin and unanimously passed to appointing the entire CDD Board as the Auditor Selection Committee.

The Regular Board Meeting was then recessed at 4:31 p.m. and a meeting of the Audit Selection Committee was convened.

Now sitting as the Auditor Selection Committee, the standard criteria was reviewed, the RFP for proposals was shown and it was noted that it was standard language. If approved to move forward, Special District Services, Inc. will advertise and the results will be brought back to the Committee for selection purposes. Committee approval is needed in order to proceed with the RFP process and to use the criteria, as presented.

Ranking points on the criteria: points assigned to each of the 5 criteria; when proposals are brought back, the Committee "ranks" them and an auditor is selected. All five criteria have 10 points each assigned as a maximum for ranking.

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and unanimously passed recommending acceptance of the selection criteria, as presented, and authorizing Special District Services to proceed with the RFP process, as per procedure.

The meeting of the Audit Selection Committee was adjourned at 4:37 p.m. and the Regular Board Meeting was reconvened.

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Rubin and unanimously passed accepting the Auditor Selection Committee's recommendation of the selection criteria and authorizing management to proceed with the RFP process.

3. Consider Solitude Lake Fountain Proposal Options

At the previous meeting Mrs. Perez advised the Board that the lake fountain had been reported to be at the bottom of the lake and irreparable. The District was advised by Solitude that the fountain was very old and too far damaged to be repaired.

Therefore Mrs. Perez presented the Board with proposals for two options:

The Option 1: to remove the fountain, dispose of it and not replace it at this time. Quote SMQT-005649 in the amount of \$510.

The Option 2: to remove the broken fountain and dispose of it for \$400 followed by a Proposal for the replacement of a new fountain in the amount of \$18,760.

This item was TABLED and District management was asked to present more options at an upcoming meeting.

4. Consider Agreement between the District and HOA Authorizing the HOA to Change the Color and Pain the Old Cutler Road Perimeter Wall, Entry Features and Structures, Fountain Walls, Monuments, Etc.

Mrs. Perez recapped the previous meeting wherein Ms. Gavilan, the HOA Manager, approached the Board with a request on behalf of the Association that the District consider a color change to the entrances and perimeter wall structures in order to match the color changes that have been made at the Clubhouse and Association walls throughout the community.

Since the District is not due for painting, Ms. Gavilan was asked to find out if the Association would consider entering an agreement with the District assuming the responsibility and cost for the painting/change of color at the Association's cost for the Old Cutler Road Perimeter Wall, Entry Features and Structures, Fountain Walls, Monuments, Etc.

Presented in the meeting book was communication from Ms. Gavilan advising that the Association Board was willing to assume responsibility and cost for the painting and requested an agreement.

A **MOTION** was made by Supervisor Fonte authorizing the agreement between the District and the HOA pursuant to the District conducting the necessary repairs. The **MOTION** died for lack of a second.

A discussion ensued and Chairman Musser passed the gavel followed by the following:

A **MOTION** was made by Supervisor Musser, seconded by Supervisor Milian and passed unanimously approving entering into an Agreement with the Association for the Association to assume the full responsibility and cost for the stucco repairs, prep and painting/change of color of the Old Cutler Road Perimeter Wall, Entry Features and Structures, Fountain Walls, Monuments, Etc., as long as necessary repairs are included, addressing all sides of the structures consisting of cap repairs, stucco repairs and pressure cleaning; and simultaneously authorizing District Counsel to prepare an agreement and for District management to execute same on behalf of the District.

The gavel was then returned to Chairman Musser.

5. Consider Molding Repairs to Old Cutler Perimeter Wall, Entry Features and Structures, Fountains, Monuments, Etc. (Prior to HOA Painting)

Mrs. Perez distributed via handout the proposal for the necessary repairs of the moldings off of the Old Cutler Perimeter Wall, Entry Features and Structures, Fountain, Monuments, Etc., and recommend that said repairs be conducted prior to HOA painting. She also noted that said repair work was solely for the moldings.

No action was taken on this item, as it was TABLED.

6. Consider Ratification of Raptor Installation of Lake Fountain Safety Signage

Mrs. Perez advised the Board that this work had already been completed pursuant to the District Engineer's specifications. She provided a map for the same in the meeting book.

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Milian and passed unanimously ratifying the Raptor installation of lake fountain safety signage, as presented.

7. Consider Turf Management Proposal for Retention Wall Area Trimming of Exotic and Green Buttonwood Trees

Mrs. Perez advised the Board that this proposal was procured pursuant to a site meeting with a representative from DERM. She further noted that it was solely for the trimming of exotic holly and Green Buttonwood Trees that were growing directly onto the retention wall and fence and were trimmed in order to avoid damages to the District infrastructure.

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Rubin and passed unanimously approving the Turf Management proposal dated April 27, 2022, in the amount of \$5,050.00 for the removal of exotics; and simultaneously authorizing District Counsel to prepare an agreement and for District management to execute same on behalf of the District.

8. Consider Ratification of Changes to Second Amendment of Reef Tropical, Now Known as Pool Centurion Group

Mrs. Perez advised that since the last Board approval of the Second Amendment, which approved the rate increase for Reef Tropical, it has been determined that the company has been assumed by Pool Centurion Group, which was added to the Second Amendment.

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Milian and passed unanimously ratifying the changes to the Second Amendment of Reef Tropical now known as Pool Centurion Group, as presented.

I. OLD BUSINESS

1. Update on Landshore Enterprises' Analysis and Construction Plans

Mrs. Perez advised of the latest communications with Landshore. She indicated that they were anticipating that plans would be ready for the Board's review at the meeting scheduled for August 8, 2022.

2. Update on Street Signage and Asphalt Repair Project

Mrs. Perez advised of the latest communication with Alvarez Engineering.

3. Update on Storm Drainage System Maintenance & Pipe Repair Project

Mrs. Perez advised of the latest communication with Alvarez Engineering.

4. Update on Reef Tropical Installation of Sand Filter for Southern Entry/Exit Water Features

Mrs. Perez advised the Board that this project had already been completed. She added that the southern entrance/exit water feature equipment pit had been affected by the recent heavy rains and it appeared that the sump pump either did not work effectively or had no power. Mrs. Perez added that they have identified some structural cracks for which concrete restoration proposals were currently being gathered by SDS, Inc. and we were awaiting the report from the contractor as to the extent of the damages to the pit equipment and power.

District resident Anthony Estevez asked to address the Board by stating the following:

- Requested that additional markings and signage be added to the main entrance;
- Pointed out that the landscaping company was using poor practices by placing the trash over the storm drains while conducting the services;
- Expressed his concern of the negative outcome of mulching that has taken place during the spring, affecting the storm drains, as the mulch ended up in the system due to the heavy rains;
- Stated his opposition to the lifting of the road that was conducted years ago;
- Recommended that excess stormwater be pumped into the mangroves area during heavy rain events; and
- Offered his services "pro-bono" as a concerned citizen and resident of the community.

5. Update on Raptor Stormwater Management System Cleanup

Mrs. Perez advised that the stormwater management system cleaning had commenced, but was stalled due to the recent heavy rain events.

6. Update on Main Entrance Lighting/Electrical Repairs

Mrs. Perez advised that the main entrance lighting/electrical repairs had commenced and were currently being conducted.

7. Update on FP&L Street Lighting Project

Mrs. Perez advised of the latest communications with FP&L, indicating that the street lighting project was due to commence some time during the summer. She further noted that repairs were constantly being conducted to the existing system.

J. ADMINISTRATIVE MATTERS 1. Financial Update

Mrs. Perez presented the financial statements through May 2022. She noted that financials were stable and would cover budgeted expenditures at this time. Available funds as of May 31, 2022, were \$505,993.01.

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

2. Accept and Receive 2022 Cutler Cay CDD Annual Engineering Report

Mrs. Perez noted that this item was added to the agenda and provided a handout of the Annual Engineer's Report for the Board's review and records.

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Rubin and unanimously passed accepting and receiving the Cutler Cay CDD 2022 Annual Engineer's Report, as presented.

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. General Election and Candidate Qualifying Period

Mrs. Perez reminded the Board that the official qualifying period for the office of Supervisor runs <u>from noon, Monday, June 13, 2022, through noon, Friday, June 1, 2022</u>. 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.}

<u>CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT</u> <u>GENERAL ELECTION</u> 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

K. BOARD MEMBER/STAFF COMMENTS/REQUESTS

Chairman Musser noted that the sump pump at the southern entrance water feature had recently failed and was being worked on.

Supervisor Fonte asked for the District to look into the overgrown trees at the main entrance that needed to be addressed.

L. 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 5:41 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairman/Vice Chair

From: Gloria Perez
Sent: Wednesday, July 13, 2022 6:37 PM
To: Laura Gavilan <lgavilan@kwpmc.com>; Juan R. Alvarez <Juan.Alvarez@AlvarezEng.com>; Marshall Kanner <marshnk@aol.com>
Cc: Reynaldo Chinea <Reynaldo.Chinea@AlvarezEng.com>; Angel Camacho
<Angel.Camacho@AlvarezEng.com>; Gabrielle Vitucci <gvitucci@sdsinc.org>; Ronald Galvis
<rGalvis@sdsinc.org>; chris_musser@yahoo.com
Subject: CC Kanner Reported Ponding 7587 SW 189 Street

Good afternoon,

I have read the previous communications and field inspections had previously been conducted, direction that was given pursuant to the Board Approved criteria is attached hereto. The same had previously been provided pursuant to the communication of Thursday, May 13, 2021, at 1:48 PM (shown below). Kindly find attached the previously provided criteria.

Instead of scheduling another site visit; I will be adding these communications to the upcoming meeting agenda for Board review, discussion, and direction. Here is the meeting information which is open to the public. Mr. Kanner please feel free to join the meeting.

> CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT Cutler Cay Community Clubhouse 7755 SW 192nd Street Cutler Bay, Florida 33157 REGULAR BOARD MEETING & PUBLIC HEARING Monday, August 8, 2022 4:00 p.m.

Gabrielle, please add a line item to the agenda under new business to read "Discussion and Board Direction for Ponding at 7587 SW 189 Street"

Thank you,

Gloria Perez District Manager Special District Services, Inc. <u>gperez@sdsinc.org</u>

Office: 786-347-2711 Ext. 2011 Toll Free: 877-737-4922

BOARD MEMBERS: Please do not use the reply all feature of your e-mail as it may be deemed a violation of the Sunshine law. Please reply only to the management office. Under Florida Law, e-mail addresses are public records.

From: Laura Gavilan <lgavilan@kwpmc.com>
Sent: Tuesday, July 12, 2022 12:52 PM
To: Juan R. Alvarez <luan.Alvarez@AlvarezEng.com>; Gloria Perez <gperez@sdsinc.org>
Cc: Reynaldo Chinea <Reynaldo.Chinea@AlvarezEng.com>; Angel Camacho
<Angel.Camacho@AlvarezEng.com>
Subject: RE: [EXTERNAL] RE: Ponding 7587 SW 189 Street

Thank you Juan, it would be great if we can meet to discuss this with the owners, Gloria please advise if this is possible.

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: <u>lgavilan@kwpmc.com</u> <u>https://web.kw-ic.com/cutlercay/</u>

From: Juan R. Alvarez <<u>Juan.Alvarez@AlvarezEng.com</u>>
Sent: Tuesday, July 12, 2022 11:41 AM
To: Laura Gavilan <<u>lgavilan@kwpmc.com</u>>; Gloria Perez <<u>gperez@sdsinc.org</u>>
Cc: Reynaldo Chinea <<u>Reynaldo.Chinea@AlvarezEng.com</u>>; Angel Camacho
<<u>Angel.Camacho@AlvarezEng.com</u>>
Subject: RE: [EXTERNAL] RE: Ponding 7587 SW 189 Street

Good morning, Laura and Gloria:

I am attaching my email of May 11, 2021 where we described the drainage issue and provided a solution. This is an issue created by the lot owners obliteration of the road swale by planting landscaping on the CDD-owned swale and the incorrect grading of the paved driveways that do not conform to the shape intended in the subdivision plans. If the swale had not been obliterated, the water would then flow to the inlet locate in front of 18946 SW 76 Avenue.

Upon your familiarization with the exhibits in the attached email, I will be glad to discuss them with you for possible alternative solutions. Let me know when you are ready.

Thank you,



Juan R. Alvarez, P.E. (305) 640-1345 Juan.Alvarez@alvarezeng.com

From: Laura Gavilan <<u>lgavilan@kwpmc.com</u>>
Sent: Tuesday, July 12, 2022 9:33 AM
To: Gloria Perez <<u>gperez@sdsinc.org</u>>; Juan R. Alvarez <<u>Juan.Alvarez@AlvarezEng.com</u>>
Subject: FW: [EXTERNAL] RE: Ponding 7587 SW 189 Street

Good morning Gloria & Juan;

I am forwarding you this email, I received that is addressed to you in regards to the ponding at 76 ave, from Tanner Stewart. Not sure if you received it.

Sincerely,

Laura Gavilan, LCAM Property Manager

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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: Igavilan@kwpmc.com https://web.kw-ic.com/cutlercay/

From: Gmail <<u>tannerwestynstewart@gmail.com</u>>
Sent: Tuesday, July 12, 2022 6:48 AM
To: Laura Gavilan <<u>lgavilan@kwpmc.com</u>>
Subject: Re: [EXTERNAL] RE: Ponding 7587 SW 189 Street

Good morning Gloria and Juan,

I am following up on the below. It's been almost two weeks and we have not heard from your office. Is there a time that works best for you that we can give you a call to discuss the ponding and how to correct it?

Best regards,

On Jun 29, 2022, at 6:15 PM, Gmail <<u>tannerwestynstewart@gmail.com</u>> wrote:

Thank you, Laura.

On Jun 29, 2022, at 3:15 PM, Laura Gavilan <<u>lgavilan@kwpmc.com</u>> wrote:

Good afternoon Gloria and Juan;

Please be advised that Mr. Kanner and Mr. Stewart (copied in email) continue to experience ponding on the street days after the rain has stopped. They have had the plans reviewed and it appears that the street has a negative slope and was not built as the plans called for. We respectfully request a meeting with the district's engineer and the homeowners at the property to inspect the area in order to find a resolution to this ponding.

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: Igavilan@kwpmc.com https://web.kw-ic.com/cutlercay/

From: Gloria Perez <gperez@sdsinc.org>
Sent: Thursday, May 13, 2021 1:48 PM
To: Marshall Kanner <<u>marshnk@aol.com</u>>; Juan.Alvarez@AlvarezEng.com
Cc: Laura Gavilan <<u>lgavilan@kwpmc.com</u>>; Julian Romero <<u>JRomero@sdsinc.org</u>>;
chris_musser@yahoo.com
Subject: [EXTERNAL] RE: Ponding 7587 SW 189 Street

ATTENTION! This message was sent by an external sender. Do not open attachments or click on the links from unknown senders or unexpected emails. Good afternoon Mr. Kanner,

I have attached both of Juan Alvarez's responses along with details and will respectfully decline the requested site request as the issue you are showing is consistent with previous findings throughout the community were either drives were built to high and/or the landscaping does not meet the required sloping to accommodate the proper flow of water to the intended location (as specified by Mr. Alvarez in his detail attached hereto) thereby resulting in the reported ponding.

Should you want to follow the process provided in the Drainage Criteria (the "Criteria") and hire the services of a District Appointed Surveyor you may do so by responding to this email requesting the list of surveyors from Mr. Alvarez. As mentioned in the Criteria and he too can provide the approved paving, grading and drainage system plans;

"Once a drainage issue has been reported, the cause will be determined by **the owner** hiring a District appointed Surveyor who will survey the land to determine if the District drainage system was properly constructed in accordance with Paving, Grading and Drainage Plans approved by Miami-Dade County, or if the problem was caused by non-District elements such as, but not exclusive to, the grading of the private driveways or landscaping added after completion of the grading of District swales or other drainage facilities. Copies of the approved Paving, Grading and Drainage System Plans are available in District's offices and can be requested by contacting the District Manager.

The Surveyor will be provided with copies of the approved plans so that he can verify at the site if the grading work was performed to meet the intent of the original drainage design. The Surveyor will also record existing elevations and configuration of all the elements such as driveways and landscaping that may be blocking the normal path of drainage flow.

If the survey determines that the reported drainage issue is being caused by a non-District element such as a driveway or landscaping, it will be the resident's responsibility to pay for the cost of the survey and the cost of correcting the drainage problem. If, instead, the survey shows that the cause is faulty grading, it will be the responsibility of the District to pay for the survey and to correct the drainage issue."

Thank you,

Gloria Perez District Manager Special District Services, Inc. <u>gperez@sdsinc.org</u>

Office: 786-347-2711 Ext. 2011 Toll Free: 877-737-4922 **BOARD MEMBERS**: Please do not use the reply all feature of your e-mail as it may be deemed a violation of the Sunshine law. Please reply only to the management office. Under Florida Law, e-mail addresses are public records.

From: Marshall Kanner [mailto:marshnk@aol.com]
Sent: Thursday, May 13, 2021 12:57 PM
To: Juan.Alvarez@AlvarezEng.com; Gloria Perez <gperez@sdsinc.org>
Cc: lgavilan@kwpmc.com; Julian Romero <JRomero@sdsinc.org>
Subject: Re: Ponding 7587 SW 189 Street

Hi Everyone,

With all due respect, I disagree. I request an on site visit by Mr. Alvarez and Mrs. Perez.

Since the Homes were built, there has been no change to either roads, swales, driveways etc.

From the ponding area as per the picture, the road elevation increases to the nearest catch basin on our side of the road. It is 100' away. Its not a swale issue. Its a paving issue. The pitch is running the wrong way.

When you come to the site, you will see with your own eyes.

Please let me know when you can visit the site and I will make myself available.

Respectfully,

Marshall Kanner (305) 904-4211

-----Original Message-----From: Juan R. Alvarez Juan.Alvarez@AlvarezEng.com To: Gloria Perez gperez@sdsinc.org; Marshall Kanner marshnk@aol.com To: Gloria Perez gperez@sdsinc.org; Marshall Kanner marshnk@aol.com Co: gperez@sdsinc.org Sent: Tue, May 11, 2021 8:55 am Subject: RE: Ponding 7587 SW 189 Street

In addition to my comments below, the 10-foot swale should be re-graded longitudinally per the detail so that the surface water may reach the inlet located in the driveway of 18946 SW 76 Avenue.



Juan R. Alvarez, P.E. (305) 640-1345 Juan.Alvarez@alvarezeng.com

From: Juan R. Alvarez Sent: Tuesday, May 11, 2021 8:16 AM To: Gloria Perez <<u>gperez@sdsinc.org</u>>; Marshall Kanner <<u>marshnk@aol.com</u>> Cc: <u>lgavilan@kwpmc.com</u>; Julian Romero <<u>JRomero@sdsinc.org</u>> Subject: RE: Ponding 7587 SW 189 Street

Good morning Gloria and Mr. Kanner: Please refer to the attached picture with comments and to the Cutler Cay swale detail. Thank you

Juan R. Alvarez, P.E.

(305) 640-1345 Juan.Alvarez@alvarezeng.com

From: Gloria Perez <<u>gperez@sdsinc.org</u>> Sent: Monday, May 10, 2021 6:05 PM To: Marshall Kanner <<u>marshnk@aol.com</u>> Cc: <u>lgavilan@kwpmc.com</u>; Julian Romero <<u>JRomero@sdsinc.org</u>>; Juan R. Alvarez <<u>Juan.Alvarez@AlvarezEng.com</u>> Subject: Re: Ponding 7587 SW 189 Street

Thanks for the information and confirmation that the ponding exceeds the provided time period.

Juan kindly look into this matter.

Have a great evening all,

Gloria Sent from my iPhone

On May 10, 2021, at 5:59 PM, Marshall Kanner <<u>marshnk@aol.com</u>> wrote:

Hi,

Thank you in advance for your concern and assistance.

Because there is No drainage collection along the side of the street in question there is no where for the water to go. There is a drain basin across the road but because of the crown in the road and the road sloped the wrong way there is significant ponding. Rain water drains west towards the subject from 100s of feet east.

Once the Engineer and team puts eyes on the matter I'm confident that it will be determined that there is a problem, water stands for more than 72 hours and a solution can and should be planned and performed.

Respectfully,

Marshall Kanner (305) 904-4211

-----Original Message-----From: Gloria Perez <<u>gperez@sdsinc.org</u>> To: Laura Gavilan <<u>lgavilan@kwpmc.com</u>>; 'marshallkanner' <<u>marshallkanner@gmail.com</u>> Cc: Julian Romero <<u>JRomero@sdsinc.org</u>>; 'Juan R. Alvarez (<u>Juan.Alvarez@AlvarezEng.com</u>)' <<u>Juan.Alvarez@AlvarezEng.com</u>> Sent: Mon, May 10, 2021 5:08 pm Subject: FW: Ponding 7587 SW 189 Street Good evening All,

I have attached the drainage criteria which specifies that the ponding must exceed 72 hours to be considered a drainage issue. As of lately the District has been finding on quite a few of these reports that the cause of the ponding is due to excessive use of irrigation either by the reporting homeowner or a close neighbor; not to say that it's what is occurring, but it may be a possibility.

Additionally I see an elevated planter in the provided image, not sure if this could be a contributing factor affecting the flow of the water?

I would be fine with authorizing Juan the District Engineer copied herein to look into this once it has been determined by yourself and/or Mr. Kanner that the ponding exceeds the 72 hour time frame. Please keep me posted.

Have a lovely evening,

Gloria Perez District Manager Special District Services, Inc. <u>gperez@sdsinc.org</u>

Office: 786-347-2711 Ext. 2011 Toll Free: 877-737-4922 www.sdsinc.org

BOARD MEMBERS: Please do not use the reply all feature of your e-mail as it may be deemed a violation of the Sunshine law. Please reply only to the management office. Under Florida Law, e-mail addresses are public records.

From: Laura Gavilan [mailto:lgavilan@kwpmc.com] Sent: Monday, May 10, 2021 3:29 PM To: Gloria Perez <gperez@sdsinc.org>; Julian Romero <JRomero@sdsinc.org> Cc: Subject: Ponding 7587 SW 189 Street

Good afternoon Gloria; Homeowner, Marshall Kanner, of 7587 SW 189 Street is reporting a ponding issue in front of his house. Please see attached picture, this is over 24 hours after it stopped raining. He advised that there is a drain across the street but the street slopes to his side causing this ponding after each rain. Can you please have your engineer look into this for a resolution. Thank you and have a great day!

Laura Gavilan, LCAM Property Manager

A GREAT team delivering GREAT services!

Cutler Cay Homeowners Association, Inc. 7755 SW 192nd Street

Cutler Bay, FL 33157 Telephone (786) 667-8724 Fax (786) 667-8728 Email: <u>Igavilan@kwpmc.com</u> <u>https://web.kw-ic.com/cutlercay/</u>

From: marshallkanner <<u>marshallkanner@gmail.com</u>> Sent: Monday, May 10, 2021 3:23 PM To: Laura Gavilan <<u>lgavilan@kwpmc.com</u>> Subject: [EXTERNAL] [SPAM] Pending needed drain







This proposal is now known as CO #2

Contact





1430 NW 108th Ave. Suite 200 Miami, FL. 33172 Ph: 305-667-8390 / Fax: 305-667-0396 Licensed & Insured Dade E981900 Broward 06-3B-12901X www.southernasphaltengineering.com

Proposal/Contract

Customer:

Cutler Cay Community Development District C/O Special District Services, Inc. 2501A Burns Rd. Palm Beach Gardens, FL 33410

Date	7/6/2022	Proposal #	20220878

Job Name: CUTLER CAY 7863 SW 193 STREET CUTLER BAY, FLORIDA 33157 Entrance Lanes Messaging Resident & Visitor Painting

Phone# 786-503-1633

E-mail: rGalvis@sdsinc.org

We hereby submit specifications to furnish labor material & equipment for the following work as requested:

This proposal is a change order to the main project proposal # 20211421 for the Painting of the Traffic Messages as per the plan specifications provided and described below.

D.O.T. Traffic Message Stenciling

1-Preparation of surface area, New Stencil Layout for "Resident" & "Visitor" lanes messaging, and Painting as per the plan specifications, Using D.O.T. approved traffic paints White/Yellow

* Does not include MOT traffic plan, removal of existing conflicting striping and/or markings, and/or pressure washing if required * This proposal pricing is based on the painting work being completed in one (1) mobilization

SAE will not be liable for anyone who disrespects traffic control devices and walks or drives on wet paint or painted surfaces causing damage to any adjoining surfaces and personal or property damage. It will be the property owner or associations property management company's responsibility for properly informing tenants and or residents of intended work areas and the removal of all vehicles in such area. All sprinklers must be turned off 24 hrs. prior to commencement of work & should remain off for 24 hrs. after completion of work.

No Sales Agent, or any other Employee of SAE Inc., customer or customer representative shall have the authority to waive or modify any terms and conditions of this agreement nor deviate from the specifications and terms set forth herein. No verbal representations expressed or implied can be relied on and will not supersede the terms and conditions of the written specifications set forth. Any change, alteration, or deviation from the specifications as set forth in the proposal, which involve additional charge or cost, will only be permitted upon written confirmation via Change Order which will be completed at an additional cost and payable upon execution thereof. This proposal excludes the following unless otherwise stated in the proposal: As-Builts, Surveys, Architectural Drawings & Engineer Site Plans, Permits, Staking, Material Testing, Manhole/Catch Basin/Gate Valve adjustments or repairs, Sod Restoration & Landscaping vegetation removal, are not included. ID Badges, Biometrics, background checks, and special pay wages are not included. Should they be required it will be an added charge. Hiring party is responsible for blueprints, plans, engineering, layout, testing, bond requirements and as-builts as may be required unless expressly stated.SAE is not responsible for damage to irrigation systems when not properly marked by client.



Proposa

Customer: Cutler Cay Comm C/O Special Distr 2501A Burns Rd. Palm Beach Gard

1430 NW 108th Ave. Suite 200 Miami, FL. 33172 Ph: 305-667-8390 / Fax: 305-667-0396 Licensed & Insured Dade E981900 Broward 06-3B-12901X www.southernasphaltengineering.com

l/Contract	Date	7/6/2022	Proposal #	20220878
nunity Development District ict Services, Inc.	Job Na CUTLE 7863 S	IMME: IR CAY IW 193 STREET IR BAY, EL ORIDA 33	157	
lens, FL 33410	Entrane	ce Lanes Messaging nt & Visitor Painting	157	
	Contac E-mail:	st : rGalvis@sdsinc.	Phone# org	786-503-1633

We hereby submit specifications to furnish labor material & equipment for the following work as requested:

Customer will be notified when work is to be performed. It is the customers responsibility to make sure the irrigation systems are shut off as to not cause damage to the work performed. SAE will not be responsible for damage to underground utilities in areas of construction as applicable. This proposal including all terms and conditions shall become a legally binding attachment to any contract entered into and between SAE and the financially responsible company for which the work is being performed. All provided terms will not to be excluded or superseded by any other contract or riders.SAE recommends a Civil Engineer be retained for ADA upgrades Unless expressly noted within this agreement. SAE makes no claim to the local, state, or federal guidelines on ADA compliance of any or all ADA elements present within the property boundary All prices quoted are valid for 30 days from the date of this proposal. Due to price fluctuations on material costs this contractor reserves the right to withdraw the proposal at any time prior to the commencement of workThis proposal price is based on work being completed during the hours of 7AM & 6PM Monday thru Friday excluding holidays. Additional fees may apply if work is required to be completed at night or on weekends. All work is performed weather permitting

WITH PAYMENTS TO BE MADE AS FOLLOWS: 100% Upon Completion TOTAL \$ 895..00

Permit and procurement fees are not included; additional work required by such permit may be an additional charge aside from contract price. Permit Costs are due upon receiving Invoice for Permit Fees and Expediting Services of issued permits. Permit Costs and Fees are due immediately upon receipt Owner or Association management will provide 2 copies of site plans for permitting purposes. Provided surveys or site plans are to be up to date and matching existing conditions of pavement area.

NOTE: This Proposal may be withdrawn by us if not accepted within 30 Days. The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A monthly service charge of 1-1/2% will be added if payment is not received under the terms of the contract.

Respectfully Submitted: Joshua Kaufman / Regional Account Manager/Project Estimator

Accepted by	Gloria Perez	Q	AAL	Z	Dist Manager	07/11/2022
	Name		Signature	0	Title	Date

PLEASE EMAIL ACCEPTED PROPOSAL TO CONTRACTS@SOUTHERNASPHALTENGINEERING.COM OR FAX (305) 667-0396 In any dispute, associated with this agreement between client and Southern Asphalt Engineering, the prevailing party shall be entitled to reasonable attorney's fees and costs. Venue shall be Dade County, Florida.

> CO #2 has been approved under the existing terms of the agreement between the District and SAE dated January 28, 2022, to be paid in full under the terms of Section 3.



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Streambank & Shoreline protection/stabilization/reclamation Environmental Engineering, Erosion Control, Construction Management d/b/a Erosion Restoration, LLC

June 29, 2022

Cutler Cay Community Development District c/o: Ms. Gloria Perez, District Manager 2501 Burns Rd., Suite A Palm Beach Gardens, FL 33410

Dear Ms. Perez,

Please allow this letter to summarize the findings and proposed solution as described in the Erosion and Sedimentation Control Plan for Cutler Cay Development District, provided by Landshore® Enterprises, LLC ("Landshore®").

On May 5, 2022, Landshore® entered into an agreement with Cutler Cay Development District, to render the following services: *Engineering and design services for Erosion Control Shoreline Restoration activities*.

As a result of these services, Landshore® provided Cutler Cay CDD with Erosion and Sedimentation Control Plans, which includes:

- Topographic and Bathymetric (Underwater) Survey
- Soil analysis of submerged soils to develop Shoreline Stability Analysis (determining bearing capacity for shoreline and angle of repose for soils)
- Detailed Cross Sections illustrating shoreline profile (above and below water)
- Product recommendation and proposed solution to Erosion Control and Shoreline Restoration (product specifications, installation methods, and quantities)

During the week of May 9, 2022, our engineering team collected field data from what is known as Lake 1 within the Cutler Cay Community Development District. Together with analytical data downloaded from Miami-Dade County's official website plus other sources, our team performed a comprehensive model of existing condition that was examined by staff engineers, certified stormwater inspector, and construction manager of Landshore® to find a viable alternative. Our recommended solution is presented on the set of drawings based on low-altitude high-resolution aerial photographs, geo-referenced in state plane coordinates with cross sections, details, specifications, and best management practices for storm water pollution prevention, attached under this cover letter.



Streambank & Shoreline protection/stabilization/reclamation Environmental Engineering, Erosion Control, Construction Management d/b/a Erosion Restoration, LLC

Technical Findings:

Stormwater retention ponds are becoming common features in urban and new development areas for irrigation water, recreation, flood control, and general watershed management. Relatively small, typically less than 25 acres, these basins are used to capture and store runoff water drained from city streets and development complexes.

Due to the nature of these retention ponds, the conditions at the site featured steep slopes along the embankment and steep drops along the underwater shelf to depths of 20 feet or more at various locations. The area has a bottom of hard and fractured limestone rock, which may result in vulnerable slopes. It was also noted the presence of a large amount of soft soil, which significantly increase the erosion of the lake shorelines due to its instability where the safety factor is less than 1 (see figure 3, Slope stability, existing conditions).

Map unit symbol and soil name	Pct. of map unit	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classi	fication	Pct Fra	gments	Percent	age pass	ing sieve	number	Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200			
			In				L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	
69—Perrine marly silt loam, drained-Urban land complex, 0 to 1 percent slopes															
Perrine, drained	45	5 C/D	0-11	Marly silt Ioam	ML	A-4	0- 0- 0	0- 0- 0	76-82- 100	75-82- 100	72-81- 100	69-79- 100	0-34 -35	NP-5 -7	
			11-26	Marly silt, marly silt loam	ML	A-4	0- 0- 0	0- 0- 0	77-83- 100	76-83- 100	73-82- 100	71-82- 100	0-27 -34	NP-2 -5	
			26-36	Bedrock	_	_	_	_	_	_	_	-	_	_	

According to the United States Department of Agriculture, the soil found has the following:

Figure 1 - United States Department of Agriculture Soil Classification

Recommended Solution:

After careful consideration of nonstructural erosion control solutions, it is our professional opinion, to the best of our knowledge and belief that present slope condition may be remedied by utilizing an articulated concrete mat system such as ShoreFlex®, or any other equal product construction approved by Engineer, due to its ability to establish a safe slope condition between 3: 1 to 4: 1, and a hard shield against wave action and wind, where the conditions of the safety factor for stability can be greater than 2.0 (see figure 4). Additionally, there are soft material on the limerock on the shoreline where the placement of ShoreFlex® will help with erosion control.



Streambank & Shoreline protection/stabilization/reclamation Environmental Engineering, Erosion Control, Construction Management d/b/a Erosion Restoration, LLC

ShoreFlex® is a permanent erosion prevention system that can be installed to shield channel side slopes and beds, pipe and culvert inlets/outlets, shoreline, and almost any place you may have hydraulic erosion protection needs. ShoreFlex® consists of a concrete block erosion control mat designed to be vegetated. ShoreFlex® comes in various customizable sizes and erosion control backing choices. Shoreflex® performs better than rock riprap and is easy to maintain. In addition, ShoreFlex® is environmentally friendly, grows green and can be mowed.

Source: www.shoreflex.com



Drawing N.T.S.

Figure 2 - Typical section of an articulated concrete mat system, such as ShoreFlex®



Landshore® Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation Environmental Engineering, Erosion Control, Construction Management d/b/a Erosion Restoration, LLC

Some of our considerations for this recommendation are as follows:

- ✓ This application will allow for creation of gradual 4:1 slope conditions along the embankment. Such an approach will be ideal for stabilization against fluctuation water levels and hard-arming the existing soils.
- ✓ ShoreFlex's design allows for its weight to be evenly distributed over a large area. This even distribution of weight along with the design of earth anchors, filter fabric and drainage stones to be installed underneath the matting, will secure the application in place and provide slope stability.
- ✓ This design features a continuing slope below the water control elevation. Using a gradual slope, this application will protect against eroding factors such as wave and wind action, seepage by its porous design, and prevent the build-up of hydrostatic pressure.
- ✓ Turf line will be established to the water control elevation. This will provide stability for landscaping and/or recreational activities. This will also allow for littoral plantings, if applicable.

The following figures show the different conditions before and after the recommended erosion control product (ShoreFlex®):



Figure 3 - Slope stability, existing conditions



Figure 4 - Slope stability after installation of ShoreFlex®



Streambank & Shoreline protection/stabilization/reclamation Environmental Engineering, Erosion Control, Construction Management d/b/a Erosion Restoration, LLC

For comparison, please see below for our considerations of other erosion control products:

After performing a cursory review of several erosion control product alternatives, including rock riprap, ecofilter tubes (or geotextile bags), among others – it is our professional opinion and belief that the present slope condition may be best remediated by utilizing an articulated concrete mat system such as ShoreFlex®, or any other equal product construction approved by Engineer.

Rock riprap:

• Due to size of the lake and desire to protect the shoreline from wave and wind action, the size of the rocks will have to range from 18-inch to 24-inch in diameter. This will result in a great amount of weight along the shoreline.

Eco-Filter tubes (EFT®):

• Though this application is cost-friendlier due to its low impact installation require little use of machinery, materials for this application will need to be imported as dredging is not recommended due to the lake depths and hard, lime rock bottom. In addition, multiple layers of tubes will be needed to create a safer slope.

GeoWeb (or GeoCell):

• To construct the GeoWeb along the escarpment under 4:1 slope conditions, we run the risk of losing the infill materials over time due to the water level fluctuation and wave and wind action. We do not recommend this application as it may require additional maintenance requirements.



Streambank & Shoreline protection/stabilization/reclamation Environmental Engineering, Erosion Control, Construction Management d/b/a Erosion Restoration, LLC

Landshore's findings concluded that it will be most beneficial to segment portions of the lake into priority areas. Erosion priority has been based on depth of escarpment (unsafe drop-offs along embankment), and potential for further erosion.

The Erosion and Sedimentation Control Plans for Cutler Cay Community Development District are presented as follows:

- ✓ Priority Level 1: High Immediate attention is recommended.
- ✓ Priority Level 2: Medium Attention will be needed over the next 1 to 3 years.
- Priority Level 3: Low Does not need remediation efforts and should be monitored over the next 4 to 6 years.
- Priority Level 1: High (Sta 8+41 to Sta 43+67)
 - Approximately 3,505 linear feet of shoreline, to be restored with ShoreFlex®.
- Priority Level 2: Medium (Sta 49+13 to Sta 58+15; and Sta 70+40 to 0+31)
 - Approximately 2,104 linear feet of shoreline, to be restored with ShoreFlex®.
- Priority Level 3: Low (Sta 0+31 to 8+41; Sta 43+67 to 49+13; and Sta 58+15 to 70+40)
 - Approximately 2,541 linear feet of shoreline, to be monitored.

Engineer's Opinion of Probable Cost:

\$160.00 to \$180.00 per linear feet.

Landshore® has expertise in design and installation of different remediation applications for slope stabilization and erosion control. Should Cutler Cay Community Development District requests formal construction cost proposals, Landshore® will be glad to provide them.



Streambank & Shoreline protection/stabilization/reclamation Environmental Engineering, Erosion Control, Construction Management d/b/a Erosion Restoration, LLC

If you have any additional questions, or require further information, do not hesitate to contact us at (954) 327-3300 or via email at info@landshore.com.

We look forward to having the pleasure of continuing doing business with you.

Sincerely, Nicolas Valles-Negrette, Senior Engineer Qualified Stormwater Management Inspector Number 41451

André van den Berg, President Qualified Stormwater Management Inspector Number 37843

Landshore[®] Enterprises, LLC



Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass ASTM D - 2216 -92 **Environmental Engineering** Erosion Control, Landscaping & Construction Management

CLIENT:	Cuttler Cay CDD	PLACE:	Lake
PROJECT:	2022-043	DATE:	5/24/2022
ADDRESS:	7755 SW 192nd St, Cutler Bay, FL 33157	REPORTED TO:	Nicolas Valles N.
SAMPLE BY:	A. Jose Pereira		

Water (Moisture) Content

ASTM D - 2216 -92

	Points	1	2	3	4	5
	Tare Name	18				
ut	Tare Mass (gr.)	361.74				
onte	Tare + Wet Sample (gr)	1,602.74				
er C	Tare + Dry Sample (gr)	1,243.42				
Wat	Wet Mass (gr)	359.32				
	Dry Mass (gr)	881.68				
	Water Content (%)	40.75%				

Comments: Gravel: Gravel (2.0 to 75.0 millimeters)

U.S.C.S. : (SM)g Silty sand with gravel AASHTO. : A-2-4(0) Silty gravel and sand MANAGEABLE : (Good to Fair)

	d/b/a Eroson Res	Incomentary		Si	eve Analysis	of Fine and ASTM C	d Coarse Aggi 136	regates	<i>Environmental Engineering</i> Erosion Control, Landscaping & Construction Management			
CLIENT: Cuttler Cay CDD PROJECT: 2022-043					PLACE:	L	ake	DATE:	5/24/2022			
ADDRESS: SAMPLE BY:	7755 SW 19 A. Jose Pere	2nd St, Cutl eira	er Bay, FL 3	33157		REPOR	RTED TO:		Nicolas Valles N.			
	385.84	151.24	234.60	SIEVE	WEIGHT RETAINED	% PARTIAL RETAINED	% CUMULATIVE RETAINED	% PASSING.	GRANULOMETRY ANALYSIS DATA			
	(n)			3"	0.00	0.00%	0.00%	100.00%	% W _n = 40.75%			
				2-1/2"	0.00	0.00%	0.00%	100.00%				
ш	ЭТАL WEIGHT (Τ):		ö		2"	0.00	0.00%	0.00%	100.00%			
RS		Ž	. 10	1-1/2"	0.00	0.00%	0.00%	100.00%				
NO AO		AL WEIGHT (T	GHT (T		-Н Н	Ž	1"	0.00	0.00%	0.00%	100.00%	COARSE
0				Ē	L H	3/4"	0.00	0.00%	0.00%	100.00%	WT WET SAMPLE = 212.87	
			€ € Å	VEI (Ba	1/2"	0.00	0.00%	0.00%	100.00%	WS _{DRY SAMPLE} = 151.24		
			1 F	× ت	3/8"	0.00	0.00%	0.00%	100.00%	FINE		
		nr,	NIS N	1/4''	0.00	0.00%	0.00%	100.00%	WT WET SAMPLE = 151.97			
	Ē	MU	SAS	N° 4	0.00	0.00%	0.00%	100.00%	WS _{DRY SAMPLE} = 107.97			
		C	ш	N° 10	151.24	39.20%	39.20%	60.80%				
	34.60	SI	EVE	WEIGHT RETAINED					$f_1 = \frac{100}{\pi} = 0.2592$			
	Ň	N°	° 20	8.73	8.73	2.26%	41.46%	58.54%	1			
		N°	° 40	11.52	11.52	2.99%	44.45%	55.55%	$f_{a} = \frac{Ba}{1.000}$			
L N	jt:	N°	° 60	22.87	22.87	5.93%	50.38%	49.62%	$\frac{1}{2}$ $\frac{2}{Bb}$			
Ē	Veic	N°	° 80	27.05	27.05	7.01%	57.39%	42.61%	Weight Passing Nº 200 =			
	le V (Bb	N°	100	17.49	17.49	4.53%	61.92%	38.08%	$W_1 = 126.67$			
	dme	N°	200	20.27	20.27	5.25%	67.17%	32.83%				
	ő	P	AN	0.040	0.04	0.01%	100.00%	0.00%	Total final Weight: 259.21 g Right!			

RESULTS

Rock	greater than 75.0 millimeters (~2")	0.00%
Gravel	2.0 to 75.0 millimeters	39.20%
Very coarse sand	1.0 to 2.0 millimeters	2.26%
Coarse sand	0.5 to 1.0 millimeters	2.99%
Medium sand	0.25 to 0.5 millimeters	5.93%
Fine sand	0.10 to 0.25 millimeters	11.54%
Very fine sand	0.05 to 0.10 millimeters	5.25%
Fines	Clay and Colloids (Passing #200)	32.83%





Comments:

Gravel: Gravel (2.0 to 75.0 millimeters) U.S.C.S. : (SM)g Silty sand with gravel AASHTO. : A-2-4(0) Silty gravel and sand



Coefficient of Gradation		Uniformity Coefficient		
$Cc = \frac{(D30)^2}{D10*D_{60}}$; between 1 and 3	$Cu = \frac{D \ 60}{D \ 10}$	$Cu = \frac{D \ 60}{D \ 10}$	(Gravel)
D10=	D30=	D60= 1.5900		
	Cu =	Cc=		
Comments:	Gravel: Gravel (2.0 to	75.0 millimeters)		

U.S.C.S. : (SM)g Silty sand with gravel MANAGEABLE : (Good to Fair)



Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens ASTM D7263

Environmental Engineering Erosion Control, Landscaping & Construction Management

CLIENT:	Cuttler Cay CDD	PLACE:	Lake
PROJECT:	2022-043	DATE:	5/24/2022
ADDRESS:	7755 SW 192nd St, Cutler Bay, FL 33157	REPORTED TO:	Nicolas Valles N.
SAMPLE BY:	A. Jose Pereira	DRY SAMPLE:	Y
CONTENT O	F WATER: 40.75%		

CONTENT OF WATER:

Dry Density

Dry Density	Points	1	2	3	4	5
	Mold + Sample (gr.)	1,098.82				
	Mold Mass (gr.)	973.21				
	Weight Sample (gr.)	125.61				
	Mold Area (cm ²)	36.00				
	Mold height (cm)	2.53				
	Mold Volume (cm ³)	90.95				
	Density (Kg/m ³)	1,381.09				
	Average Density (Kg/m ³)	1,381.09				
	Dry Density (Lb/ft ³)	86.22				

Comments: Gravel: Gravel (2.0 to 75.0 millimeters) U.S.C.S. : (SM)g Silty sand with gravel AASHTO. : A-2-4(0) Silty gravel and sand MANAGEABLE : (Good to Fair)


Environmental Engineering Erosion Control, Landscaping & Construction Management

CLIENT:	Cuttler Cay CDD	PLACE:	Lake
PROJECT:	2022-043	DATE:	5/24/2022
ADDRESS:	7755 SW 192nd St, Cutler Bay, FL 33157	REPORTED TO:	Nicolas Valles N.
SAMPLE BY:	A. Jose Pereira		

Direct shear test

Area:	5.58			
Vertical	Compressor	Normal	Horizontal	Shear
LUAU	Flessure	501655	Luau	501855
lbs	psi	psi	lbs	psi
20	22.6	3.6	12.70	2.3
30	32.6	5.4	16.80	3.0
40	42.2	7.2	22.00	3.9
50	51.8	9.0	27.50	4.9
60	61.5	10.8	32.50	5.8



Angle of internal friction	Cohesion	Compacted
28.09	0 kPa	Yes

Comments:	DRY SAMPLE TESTED
	Silty sand with gravel with a friction Angle of : 28° and Cohesion of 0 kPa
	U.S.C.S. : (SM)g Silty sand with gravel
	AASHTO. : A-2-4(0) Silty gravel and sand
	MANAGEABLE : (Good to Fair)



SOIL CLASSIFICATION

Environmental Engineering

Erosion Control, Landscaping & Construction Management

Soil Classification System (From AASHTO M 145 or ASTM D3282) & ASTM D-2487-00

	Cherokee Town and Country Club		U.C.S.C.	AASHTO
CLIENT:	Cuttler Cay CDD	CLASSIFICATION:	<u>(SM)g</u>	<u>A-2-4(0)</u>
PROJECT:	2022-043		Silty cond with gravel	Silty gravel and cand
ADDRESS:	7755 SW 192nd St, Cutler Bay, FL 33157	TIFICAL DESCRIPTION.	Silly Sand With graver	Sitty graver and Sand
PLACE:	Lake	DATE:	<u>Tuesday.</u>	May 24, 2022

AASHTO Classification System

Granulometry Method= Sieve

Laboratory		(%)				Table 01. C	lassificatio	n of Highv	way Subgi	rade Mat	erial			
s age	N° 10	60.80	G	Froup Index	: (G.I.):				G	ENERAL (ΔΤΙΟΝ		
ileve alysi centa ssing	N° 40	55.55	a:	35	0							1		
S an (perc pa	N° 200	32.83		75	40			s	lieve analys	sis	Charact	eristics of ction	Group	
s of Dig	Liquid Limit	N.L.	a:	0.00		GRO CLASSIF	OUP ICATION	(pero	centage pas	ssing)	passin	g No. 40	Index Nº.	Description
passir 40	Plastic Limit	N.P.	b:	15	0			10	40	200	Liquid limit	Plasticity index		
aracte action No.	Plasticity Index	N.L.		55	40	A-1			50 MAX	25 MAX		6 MAX	0	Stone fragments, gravel, and sand
2 c			b:	17.83			A-1a	50 MAX	50 MAX	15 MAX		6 MAX	0	Stone or gravel fragments
Group Index (G.I.):	(0.00)	c:	40	0		A-1b		50 MAX	25 MAX		6 MAX	0	Gravel and sand mixtures
				60	20	A-2*				35 MAX			0 to 4	Silty or clayey gravel and sand
			c:	0.00			A-2-4			35 MAX	40 MAX	10 MAX	0	Silty gravel and sand
Primarily org	ganic matter, dark in	<u>N</u>	d:	10	0		A-2-5			35 MAX	41 MIN	10 MAX	0	Silty gravel and sand
color, and c				30	20		A-2-6			35 MAX	40 MAX	11 MIN	4 MAX	Clayey gravel and sand
			d:	0.00			A-2-7			35 MAX	41 MIN	11 MIN	4 MAX	Clayey gravel and sand
IG= 0,2 * a + 0	0,005 * a * c + 0,01 * l	= b * d		(0.00)		A-3			51 MIN	10 MAX		N.L.	0	Fine sand
						A-4				36 MIN	40 MAX	10 MAX	8 MAX	Silty soils
AASHTO CLAS	SSIFICATION			A-2-4(0))	A-5				36 MIN	41 MIN	10 MAX	12 MAX	Silty soils
TYPICAL DES	CRIPTION:		Silty gravel a	nd sand		A-6				36 MIN	40 MAX	11 MIN	16 MAX	Clayey soils
VALUE AS SU	BGRADE		Excellent to 0	Good		A-7	A-7-5			36 MIN	41 MIN	11 MIN	20 MAX	Clayey soils
GRANULOME	TRY CLASSIFICATION		Gravel: Grave	el (2.0 to 75.0	0 millimeters)		A-7-6			36 MIN	41 MIN	11 MIN	20 MAX	Clayey soils
						A-8								Peat and other highly organic soils.



SOIL CLASSIFICATION

Environmental Engineering

Erosion Control, Landscaping & Construction Management

Soil Classification System (From AASHTO M 145 or ASTM D3282) & ASTM D-2487-00

	Cherokee Town and Country Club		U.C.S.C.	AASHTO
CLIENT:	Cuttler Cay CDD	CLASSIFICATION:	<u>(SM)g</u>	<u>A-2-4(0)</u>
PROJECT:	2022-043		Silty cand with gravel	Silty gravel and sand
ADDRESS:	7755 SW 192nd St, Cutler Bay, FL 33157	THIORE DESCRIPTION.	Sitty Salid with graver	Sitty graver and Sand
PLACE:	Lake	DATE:	Tuesday.	May 24, 2022

Unified Soil Classification System ASTM D-2487-00

	Granulomet	ry Method=	<u>Sieve</u>				UNIFIED S	OIL CLAS	SIFIC	ATIC	DN SYS	TEM
	N8 200	(%	%)	1	So Att out	Is are visu erborg Limi lined on thi	ally classified for engineer its tests often are perform to chart. Graphic symbols a Standard Practice for D	ring purposes by the ed on selected samp are used on boring k rescription and klentif	Unified 5 les to aid gs presentication of	Soli Classi in classifi nted in this Solis (Visi	ification Syste ication. The c s report. For a ual-Manual Pro	m. Grain-size analyses and iassification system is briefly a more detailed description of ocedure)" ASTM Designation:
Ilysis age g)	Nº 200	32.	.83		24	38-84 and "	Standard Test Method for	Classification of Soils	for Engin	eering Pu	rposes" ASTM	Designation: 2487-85.
ana enta ssing	N° 4 (Total)	100	0.00			M	AJOR DIVISIONS		SYMBOL	SYMBOL		PICAL NAMES
eve perc	(10tal) Nº 4					158 Sieve	CLEAN GR	AVELS		GW	mixtures, or	sand-gravel-cobble mixtures
ω. Si	(Corase-Grained)	100	0.00		(e)	of coal No. 4 ((Less than 5% passe	s No. 200 sieve)		GP	Poorty grade tures, or sat	ed gravels, gravel-sand mix- nd-gravel-cobble mixtures
–	Liquid Limit	Oven			LS 0 sle	RAV1 less sses	GRAVELS WITH	Limits plot below	THE	GM	Silty gravels	gravel-sand-silt mixtures
s o s: ing		N.	.L.		0.20	G N or D ba	FINES	on plasticity chart	世			
istic ass 40	Plastic Limic	N.	Ρ.		INED INED	(50 ractic	passes No. 200 sieve) "A" fine & hazhed zone on plasticity chart		44	GC	Clayey grav	els, gravel-sand-clay mixtures
tracter tion p No.	Laboratory Plasticity Index	N.	P.		SE-GRA 0% pass	arse sieve)	CLEAN S	ANDS		sw	Well graded	sands, gravelly sands
Cha frac	P.I. = LL - PL				OAR! an 5	S of co No. 4	(Less than 5% passes No. 200 sieve)			SP	Poorty grade	ed sands, gravelly sands
	Teorical Plasticity Index	"A" LINE	"U"LINE		C Less th	SAND or more	SANDS WITH FINES	Limits plot below "A" line & hatched zone		SM	Silty sands,	sand-silt mixtures
	0 1 1	N.L.	N.P.			(50% (action p	(More than 12% passes No. 200 sieve)	Limits plot above "A" line & hatched zone		sc	Clayey sand	is, sand-clay mixtures
icient	(CC)				(ev	S slow 'A' ed tone ff	SILTS OF LOW I (Liquid Limit les	PLASTICITY ss than 50)		ML	Inorganic si medium pla	ts, clayey silts of low to sticity
Coeff	Uniformity				JILS 200 sle	SIL7 Umis piot b Ina & hetch on plastic	SILTS OF HIGH (Liquid Limit 50	PLASTICITY 0 or more)		мн	Inorganic si diatomaceo	tts, micaceous or us sitty soils, elastic sitts
	(00)				VED SC 888 No.	YS tove % we zone yr ghart	CLAYS OF LOW (Liquid Limit les	PLASTICITY ss than 50)		CL	Inorganic cl plasticity, gr	ays of low to medium avelly, sandy, and sitty clays
ORGANIC MATT	ER PRENSENCE (Y/N):	1	<u>N</u>		E-GRAII	CLA Units plot Ins & held en platid	CLAYS OF HIGH (Liquid Limit 50	PLASTICITY 0 or more)		СН	inorganic cl clays, sandy	ays of high plasticity, fat v clays of high plasticity
Primarily organi	c matter, dark in color.	_	-		FINE 6 or mo	AND	ORGANIC SILTS AND PLASTICITY (Liquid L	CLAYS OF LOW Limit less than 50)		OL	Organic silts plasticity, sa	s and clays of low to medium andy organic sits and clays
and organic odd	or (Y/N)	<u>1</u>	4		(50	ORG/ SILTS CLA	ORGANIC SILTS AND PLASTICITY (Liquid I	CLAYS OF HIGH Limit 50 or more)		ОН	Organic silts plasticity, sa	s and clays of high andy organic sitts and clays
					ORC	SANIC DILS	PRIMARILY ORGA (dark in color and	NIC MATTER organic odor)		PT	Peat	
U.S.C.S. C	LASSIFICATION:	(SM)a					NOTE: Coarse-grained sols with with limits plotting in the	h between 5% and 12% pas hatched zone on the plastic	sing the No. ity chart have	200 sieve an duat classif	d fine-grained solitications.	•
		. ,0				601	PLASTICITY CHA			DE SOIL CO	DMPONENT	PARTICLE SIZE RANGE
TYPICAL	DESCRIPTION:	Silty sand	d with gra	ivel	INDEX		NE 16: PI S7 16: PI	0 th · h' INF		Boulders Cobbles Gravel Coarse	s gravel	Above 12 in. 12 in. to 3 in. 3 in. to No. 4 sieve 3 in. to 3/4 in.
GRAN CLAS	IULOMETRIC SIFICATION :	Gravel: Gravel	(2.0 to 75.0 n	nillimeters)	PLASTICITY	30		MH or OH		Fine gr Sand Coarse Medium	avel sand n sand	3/4 in. to No. 4 sieve No. 4 to No. 200 sieve No. 4 to No. 10 sieve No. 10 to No. 40 sieve
MAN	AGEABLE :	(Good to Fai	r)				ML or OL 20 30 40 50 60	70 80 90 10	0	Fines (s	itt and clay)	Less than No. 200 sieve

Erosion and Sedimentation Control Plan for Cutler Cay Community Development District Lake 1

PROJECT NOTES:

- 1. GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONSTRUCTION DOCUMENTS.
- 2. PLANS WERE PREPARED ACCORDING TO INFORMATION COLLECTING IN THE FIELD WITH SURVEYING INSTRUMENTS, HISTORICAL DATA FROM PUBLICLY AVAILABLE SOURCES, AND PALM BEACH COUNTY GIS DATA ON PARCELS, LOTS, ROADWAY, ETC.
- 3. THIS IS NOT A BOUNDARY SURVEY.
- 4. SURVEY WAS PERFORMED ON MAY 11TH, 2022 BY LANDSHORE ENTERPRISES, LLC.
- 5. THE SCALES OF THE PLANS MAY HAVE CHANGE DUE TO REPRODUCTION, PLAN SHEETS ARE RECOMMENDED TO BE PRINTED OR PLOTTED ON 11"X17" PAPER.
- 6. COORDINATE SYSTEMS HEREON FOR THE HORIZONTAL SYSTEM ARE BASED ON NORTH AMERICAN DATUM OF 1983 (NAD 83) FLORIDA STATES PLANES, East ZONE AND FOR THE VERTICAL SYSTEM ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88), AND THE UNITS ARE BASED ON US FOOT.
- 7 THE BEARINGS VALUES SHOWN HEREON ARE BASED ON GPS/RTK OBSERVATIONS AND RTK CORRECTIONS FROM THE ELORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK.
- 8. THE PROJECT SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE INSTRUMENTS OF RECORD AND NOT OF RECORD, AFFECTING THE SUBJECT PARCEL THAT ARE NOT SHOWN ON THIS SURVEY.
- 9. CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL AT 1-(800)-432-4770 AT LEAST 48 HOURS PRIOR TO PERFORMING ANY DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.





Section 3 Township 56 South, Range 40 East

S3 T56S R40E Section Meridian Tallahassee Florida State USFS Source Township Records GLO

Call 48 hours		JUNE 29, 2022
1-800-432-4770 It's the law!	VICINITY MAP	CERTIFICATION TO PLANS
Sunshine State One Call of Florida, Inc.		THIS IS TO CERTIFY THAT THE CONSTRUCTION PLANS AND SPECIFICATIONS AS CONTAINED HEREIN WERE PREPARED AND DESIGNED BY LANDSHORE ENTERPRISES, LLC. THESE CONSTRUCTION DRAWINGS WERE PREPARED EITHER DIRECTLY, OR UNDER THE SUPERVISION AND DIRECTION OF THE RESPECTIVE UNDERSIGNED, WHOSE LICENSE NUMBER AS A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA IS AFFIXED BELOW.
REVISIONS DATE BY	ENGINEER:	PIETER M. LOMBARD REG. NO66596



PREPARED FOR

Cutler Cay Community Development District

7755 SW 192nd St, Cutler Bay, FL 33157

PREPARED BY Landshore Enterprises, LLC 118 Shamrock Blvd. Venice, FL 34293 Office: 941-303-5238 Fax: 941-218-6113 E-mail: info@landshore.com PIETER M. LOMBARD, ENGINEER, P.E. FLORIDA REGISTRATION No. 66596 DESIGNED BY NV SHEET 1 DRAWN BY : NV CHECKED BY: AV/DB OF _ 27 APPROVED BY: PML PROJECT NO: 2022-043

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GENERAL NOTES

- 1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF GOVERNMENT ENTITIES WHICH WILL APPLY, AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE.
- 2. ALL CONSTRUCTION SHALL BE PERFORMED IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO COMMENCING CONSTRUCTION. 3.
- UPON RECEIPT OF NOTICE OF AWARD AND AFTER OBTAINING AN ENGINEERING CONSTRUCTION 4. PERMIT FROM APPLICABLE AGENCIES, THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE CLIENT, THE CONTRACTOR, AND THE ENGINEER OF RECORD.
- CONTRACTOR SHALL CONTACT STATE 811. AT LEAST 48 HOURS PRIOR TO PERFORMING ANY DIGGING 5. TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.
- THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD AND 6. UNDERGROUND UTILITIES.
- EXISTING UNDERGROUND UTILITIES, IF SHOWN ON THE DRAWINGS, HAVE BEEN SHOWN BASED UPON 7. THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE REQUIRED TO MARK AND CLEARLY DELINEATE LOCATIONS OF EXISTING UTILITIES WITHIN AREAS OF WORK PRIOR TO EXCAVATION TO AVOID DAMAGE. THE CONTRACTOR SHALL MAKE ALL REASONABLE EFFORTS TO LOCATE, IDENTIFY AND MARK EXISTING UTILITIES BY FIELD VERIFICATION, COORDINATION WITH UTILITY COMPANIES AND ELECTRONIC OR OTHER SUCH DETECTION TECHNOLOGY AND MEANS AND SHALL BEAR ALL COSTS FOR THIS WORK
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS AND COSTS TO CORRECT DAMAGES 8. RESULTING FROM FAILURE TO TAKE ALL NECESSARY PRECAUTIONS INCLUDING LOCATING, MARKING AND CAREFUL EXCAVATION. (CONTRACTOR SHALL AVOID DAMAGING EXISTING IRRIGATION SYSTEMS. IN CASE OF DAMAGE, THE CONTRACTOR SHALL REPLACE IRRIGATION SYSTEMS TO MATCH EXISTING CONDITIONS AND LOCATION).
- 9. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER.
- 10. CONTRACTOR SHALL PROVIDE HIS OWN LINE AND GRADE FROM HORIZONTAL AND VERTICAL CONTROL
- 11. FOR EACH PROJECT AREA, VERTICAL CONTROL IS BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88)
- 12. ANY N.A.V.D. BENCH MARK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED AND PROPERLY REFERENCED BY A REGISTERED-PROFESSIONAL ENGINEER IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE STATE BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THE SITE.
- 13. ALL STATIONS AND OFFSETS REFER TO [BASELINE] OF CONSTRUCTION, UNLESS OTHERWISE STATED.
- 14. CONTRACTOR SHALL NOT SCALE DIMENSIONS FROM PLANS FOR CONSTRUCTION PURPOSES.
- THE CONTRACTOR IS ALERTED TO THE PRESENCE OF UNDERGROUND WIRES AND POLES IN THE 15. PROJECT AREA. THE METHOD OF CONSTRUCTION IN THESES LOCATIONS MUST COMPLY WITH ALL OSHA SAFETY STANDARDS. THE CONTRACTOR SHALL INSPECT THESE SITES AND BE RESPONSIBLE FOR DETERMINING WHAT METHOD OF PREPARATION AND CONSTRUCTION WILL BE USED TO COMPLY WITH THESE REQUIREMENTS.
- THE CONTRACTOR SHALL NOTIFY THE CLIENT AT LEAST 24 HOURS PRIOR TO BEGINNING OF WORK. 16.
- 17. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, GRAVITY SEWER, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION
- THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE CLIENT ANY PUBLIC 18. OR PRIVATE PROPERTY DAMAGED BY THE WORK, EQUIPMENT, EMPLOYEES OR SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS
- CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC FLOW PATTERNS THROUGHOUT ALL WORK 19. OPERATIONS. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE CITY, STATE AND LOCAL GOVERNMENT CODES.
- ALL EXCAVATIONS SHALL COMPLY WITH OSHA'S EXCAVATION SAFETY STANDARDS AND TRENCH 20. SAFETY CODES, CONTRACTOR SHALL FURNISH THE OWNER WITH WRITTEN ASSURANCE THAT HE WILL COMPLY WITH THESE REGULATIONS.
- 21. THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH
- 22. CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES AND UTILITIES WHICH MAY NOT BE SHOWN ON PLANS. ANY STRUCTURE, PAVEMENT, TREES OR OTHER EXISTING IMPROVEMENT NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARY DAMAGED. EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THIS CONTRACT, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

- PLACE
 - THE CONSTRUCTION AREA.
- 25. ROADWAYS AND/OR PEDESTRIAN WAYS
- 27.

SOIL EROSION, SEDIMENT, AND TURBIDITY CONTROL GENERAL NOTES

- MADE BY THE ENGINEER AS REQUIRED.
- 2. 3
- NECESSARY, BY THE ON-SITE INSPECTOR.
- 4. RESPONSIBILITY OF THE CONTRACTOR.
- 5
- 7.
- 8. CONSTRUCTION ARE COMPLETED.
- 9.
- 10.

LOCATION MAP

DATE	R BY	EVISIONS DESCRIPTION	Erosion and Sedimentation Control Plan	LANDSHORE.	Landshore Enterprises, LLC	118 Shamrock Blvd. Venice EL 34293	BY:	
			for Cutler Cay Community Development		Control & Construction Management	Office: 941-303-5238	PIETER M. LOMBARD, P.E. FL LIC, No. 66596	
			District Lake 1	GNTERPRO	"Your Shoreline Protection Specialists"	E-mail: info@landshore.com	ENGINEER OF RECORD	

23. CONTRACTOR TO RELOCATE TREES AS DIRECTED BY THE CLIENT. CONTRACTOR SHALL AVOID DAMAGE TO ANY EXISTING TREES TO REMAIN. EXISTING TREES SHALL BE REMOVED ONLY IF REQUIRED FOR CONSTRUCTION. THOSE TREES NOT INTERFERING WITH CONSTRUCTION SHALL BE PROTECTED IN

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING AT HIS OWN EXPENSE ANY ITEMS, INCLUDING BUT NOT LIMITED TO NEARBY PROPERTIES AND EXISTING DRAINAGE INFRASTRUCTURE, DAMAGED DUE TO HIS PERSONNEL OR EQUIPMENT INSIDE AND/OR OUTSIDE OF

CONTRACTOR SHALL ENSURE THAT ALL MUD OR ANY OTHER TYPE OF DEBRIS IS CLEANED FROM ADJACENT ROADWAYS (WHERE APPLICABLE) AT THE END OF EACH DAY. CONTRACTOR SHALL BE LIABLE FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY ANY TYPE OF DEBRIS LEFT ON

CONTRACTOR SHALL AVOID DAMAGING EXISTING IRRIGATION SYSTEMS. IF PLANS AND BLUEPRINTS ARE NOT PROVIDED OR AVAILABLE THE CONTRACTOR WILL NOT BE RESPONSIBLE.

THE INFORMATION PROVIDED IN THESE DRAWINGS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE COURSE OF WORK. THE CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSION REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH BIDS WILL BE BASED.

THIS PROJECT IS SUBJECT TO ALL RELATED ENVIRONMENTAL REQUIREMENTS WHICH INCLUDE A "CONTROL OF EROSION AND SEDIMENTATION PLAN". THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING NECESSARY AND ADEQUATE MEASURES FOR PROPER CONTROL OF EROSION DUE TO SEDIMENTATION RUNOFF FROM THE SITE PRIOR TO CONSTRUCTION OPERATIONS IN A PARTICULAR AREA. ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO START OF CONSTRUCTION. FIELD ADJUSTMENTS WITH RESPECT TO LOCATIONS AND DIMENSIONS MAY BE

EROSION CONTROL MEASURES WILL BE INSPECTED AT LEAST WEEKLY AND AFTER EACH RAIN FOR DAMAGE AND GENERAL EFFECTIVENESS. ANY DAMAGED OR INEFFECTIVE CONTROLS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR.

ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED, IF DEEMED

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. TEMPORARY AND PERMANENT MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE THE SOLE

ALL TEMPORARY SEDIMENT CONTROL DEVICES SHALL BE LEFT IN PLACE AND MAINTAINED UNTIL THE AREA HAS BEEN COMPLETELY STABILIZED WITH PERMANENT VEGETATION.

ALL CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ON TO ANY PUBLIC RIGHT-OF-WAY. THIS SHALL REQUIRE PERIODIC TOP DRESSING WITH STONE, AS CONDITIONS REQUIRE. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED ON TO PUBLIC RIGHT-OF-WAY OR INTO STORM DRAINS SHALL BE PROMPTLY REMOVED BY CONTRACTOR.

FLOATING TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AS CLOSE AS POSSIBLE TO THE CONSTRUCTION OPERATION UPSTREAM AND DOWNSTREAM OF CANALS. TURBIDITY BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS AND DETAILS.

TURBIDITY BARRIERS WILL BE RELOCATED ALONG THE SHORELINE AS THE SECTIONS/PHASES OF

TURBIDITY SCREENS OR EQUIVALENT SHALL BE PROPERLY EMPLOYED AND MAINTAINED AS NECESSARY DURING CONSTRUCTION ACTIVITIES SO THAT TURBIDITY LEVELS DO NOT EXCEED 29 NTU'S ABOVE NATURAL BACKGROUND 50 FEET DOWNSTREAM OF POINT OF DISCHARGE. IF TURBIDITY LEVELS EXCEED THESE LIMITS, PROJECT ACTIVITIES SHALL IMMEDIATELY CEASE, AND WORK SHALL NOT RESUME UNTIL TURBIDITY LEVELS DROP TO WITHIN THESE LIMITS.

CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES).

11. IF 1 ACRE OR MORE IS DISTURBED, A NPDES GENERAL PERMIT IS REQUIRED.

	© Ero	<u>sion Res</u>	toration.	LLC.
		PROJECT NO.	SHEET	OF
CENERAL NOTES		2022-043	2	27
GLINLIVAL NOTES		DRAWN BY:	DATE:	SCALE:
		NV	06/29/2022	NTS.
			1 25	<u>e 39</u>

LEGEND

SYMBOL/LINE	DESCRIPTION	SYMBOL/LINE	DESCRIPTION	ASPH =	ASPHALI
в	BASELINE		- DETAIL NUMBER		BASELINE BASELINE CONTROL POINT (TO BE S
ت N22°50'57 10"F	REARING		TYPICAL DETAIL CALL OUT	BLCP =	CONTRACTOR)
N32 39 37.19 E	DEANING	28		BM =	BENCHMARK
	CATCH BASIN	KARAAAAA		CCCDD =	CUTLER CAY CDD, CUTLER BAY MIAI
ፍ	CENTERLINE		MATS (ACBs)	£ =	CENTERLINE
Ø	DIAMETER	2	BEDDING STONE/CRUSHED CONCRETE	C.L.F. =	CHAIN LINK FENCE
⊗ 2.94	EXISTING GROUND ELEVATION (FROM			C.M.E. =	CANAL MAINTENANCE EASEMENT
T.	HYDRANT		EMBANKMENT	CAP =	CORRUGATED ALUMINUM Pipe
4 4 1 0			REGULAR EXCAVATION	CBS =	CANAL BANK STABILIZATION
¢	LIGHTPOLE			CES =	CONTROL ELEVATION STRUCTURE
$\mathbf{\Phi}$	OFFICIAL BENCHMARK (BM)	LAAI		CMP =	
	PALM TREES		RIP-RAP (BOULDER)	COA =	
, CD	POLE	6000000	FLEXAMAT OR SHOREFLEX AS NEEDED	CONC =	CONCRETE
	SET OR FOUND SURVEY CONTROL	20202020		COR =	CORNER
0	POINT	2828284	PLANTS	CS =	
	SIGN (SINGLE SUPPORT)		SEAWALL	CSLAB =	
₽0	SIGNAL MAST ARM		STACKED CANAL BANK STABILIZATION	DC=	
\oplus	SURVEY CONTROL POINT (SCP)		(CBS)	DIAL =	
Â			STRUCTURAL FILL		
				ELEV =	
•	TEMPORARY BENCHMARK (TBM)	KXXXXXX	EROSION CONTROL PANEL	EOF -	
** 🛞 🍪 👘	TREES		TREE FOLIAGE	EGW -	
	CANAL MAINTENANCE EASEMENT			ERA - ESMT -	
	CANAL RIGHT OF WAY	1100		EGMT =	
		ТОВ-ТОВ-	TOP OF BANK	ETOB - EXIST =	EXISTING
-/-/	CANAL RIGHTS ON RESERVATION	TOSTOS	TOP OF SLOPE	EG =	
	EFT 6' SACRIFICIAL TUBE			EG =	FINISH GRADE
	EFT 7.5' BASE TUBE		TURBIDITY BARRIER	FDOT =	
	EFT 7.5' SUPPORTING TUBE	- OO OOOOOO	WARNING BARRIER FENCE	FT =	FEFT
		WIWI	WATER LINE	G =	GAS
	EFT 10 BASE TOBE				GRADE
	EFT 10' SUPPORTING TUBE	× 1 🔆	TREE AND PALM TO BE REMOVED	HFT=	HOUSE FOOTPRINT
	EXISTING GEOTUBE DONE BY OTHERS		LOCAL HARD SURFACE ROAD	HOR =	HORIZONTAL
	EXISTING ECO-FILTER TUBE			HWT =	HIGH WATER TABLE
	EXISTING FENCE	00	INTERSTATE ROUTE	INV =	INVERT
			TOLL ROUTE	IRR =	IRRIGATION
xx	EXISTING CHAIN LINK FENCE		U.S. ROUTE	LB =	POUND
<u> </u>	EXISTING GUARDRAIL			LT =	OFFSET LEFT
	- EXISTING SHRUBS	00)	STATE ROUTE	MUTCD =	MANUAL OF UNIFORM TRAFFIC DEVI
*****	GRASS SOD	$(\overline{00})$	DIVISION OF PLANNING ROUTE	N/A =	NOT APPLICABLE
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			DESIGNATION	NAD =	NORTH AMERICAN DATUM
			COUNTY ROUTE	NAVD =	NATIONAL AMERICAN VERTICAL DAT
←	GUY ANCHOR	<del></del>	RAILROAD TRACK	NG=	NATURAL GRADE
	PRIORITY 01 (HIGH) :FAILED AND SERIOUS CONDITION TO BE REPAIRED				
	PRIORITY 02 (MEDIUM): POOR	_ <u>++++++++++++</u>	MULTIPLE RAILROAD TRACK		
	PRIORITY 03 (LOW): FAIR CONDITION	<u>A</u>	TRI-RAIL STATION		
	MONITORING AND MINIMUM MAINTENANCE	· · · · · · · · · · · · · · · · · · ·			
_xxx	PROPOSED CHAIN LINK FENCE	· · · · · · · · · · · · · · · · · · ·			
00	PROPOSED HANDRAIL		GRADE CROSSING		
		_ <del>_, , , , , ,   , , , , , , _</del>	RAIL ROAD BELOW		
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DESCRIPTION	-Erosion and Sedimentation Control Plar
	District Lake 1

DATE

Environmental Engineering, Erosion Control & Construction Management d/b/a Erosion Restoration, LLC

Venice, FL 34293 Office: 941-303-5238 Fax: 941-218-6113 E-mail: info@landshore.com

PIETER M. LOMBARD, P.E. FL LIC. No. 66596 ENGINEER OF RECORD

LEGEN

## ABBREVIATIONS

NGVD =	NATIONAL GEODETIC VERTICAL DATUM
NTS =	NOT TO SCALE
NTU =	NEPHELOMETRIC TURBIDITY UNITS
OWT =	OBSERVED WATER TABLE
ደ =	PROPERTY LINE
PB =	PLAT BOOK
PED =	PEDESTRIAN
PG =	PAGE
PI =	POINT OF INTERSECTION
P&P =	PLAN AND PROFILE
PR=	PRACTICE RANGE
PROP. =	PROPOSED
PVC =	POLYVINYL CHLORIDE
PVMT =	PAVEMENT
R/W =	RIGHT OF WAY
RT =	OFFSET RIGHT
SAN =	SANITARY
SCP =	SURVEY CONTROL POINT
SDWK =	SIDEWALK
WMD =	WATER MANAGEMENT DISTRICT
SP =	SHEET PILING
SPK =	SPRINKLER
SWPPP	STORMWATER POLLUTION PREVENTION PLAN
ST =	STORM
STA =	STATION
STD =	STANDARD
TBM =	TEMPORARY BENCHMARK
TOBP =	TOP OF BANK (PROPOSED)
TOB =	TOP OF BANK
TOS =	TOP OF SLOPE
TYP =	TYPICAL
UT =	UTILITY
VERT =	VERTICAL
W =	WATER
WD =	WOOD DOCKS
WL =	WATERLINE
XS =	CROSS SECTION

© Ero	<u>sion Res</u>	toration,	LLC.	
	PROJECT NO.	SHEET	OF	1
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![](_page_52_Figure_0.jpeg)

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![](_page_54_Figure_0.jpeg)

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![](_page_56_Figure_0.jpeg)

![](_page_57_Figure_0.jpeg)

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District Lake 1

DATE

![](_page_59_Figure_1.jpeg)

![](_page_60_Figure_0.jpeg)

![](_page_61_Figure_0.jpeg)

## 2. TOP SHOREFLEX. HEADWALL AND SHOREFLEX INTERACTION

PROPOSED SHOREFLEX

EROSION CONTROL MAT

in. underneath the upstream adjoining mat and can be fastened together as per the engineer or manufacturer's

Installation of adjacent mat seams parallel to the direction of flow should not meet in the middle of the channel and should have a 2ft. erosion control blanket placed equally under both mats and both mats shall be fastened together using the engineer or manufacturers recommendation.

A minimum toe trench of 18 in. should be dug for the leading edge of the concrete mat that is perpendicular to channelized flow. All exterior edges of the concrete mat not exposed to channelized flow should be trenched in a minimum of 3". The leading edge and sides of the mat will be placed in the trenches and backfilled with a non-erodible soil or site-specific soil.

Additional anchoring can be achieved by using the lifting/anchoring loops that are embedded into the concrete blocks at the edges of each mat. Each loop can be used to adjust mats during installation as well as be used for attaching earth anchors to permanently hold the

4.2. Finishing: The cells or openings in the mats may be backfilled and compacted with suitable material,

as specified by the EOR. Backfilling and compaction shall be completed in a timely manner so that no more than 500 feet of exposed mats exist at any time. Finishing requirements are explicitly at the discretion of the EOR.

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	2022-043	23	27
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ITEM NUMBER	FDOT OR LSE REFERENCE NUMBER	DESCRIPTION	UNIT	PRIORITY LEVEL 1	PRIORITY LEVEL 2	"QUANTITY TOTAL"
1	01026 1	MOBILIZATION AND DEMOBILIZATION	LS	1	1	2
2	104-11-3	SILT FENCE (PER LF)	LF	201	201	402
3	104-11-I	FLOATING TURBIDITY BARRIER. TYPE I	LF	500	500	1000
4	110-1-1	CLEARING AND GRUBBING	LS	1	1	2
5	120- 1	REGULAR EXCAVATION	CY	380	108	488
6	120-6	EMBANKMENT	CY	786	300	1086
7	900-4	NON-WOVEN FILTER	SY	3116	1870	4987
8	900-1	SHOREFLEX WITH ANCHORS	SY	3116	1870	4987
9	900-2	C125 EROSION CONTROL BLANKET	SY	3116	1870	4986
10	02930-2.1	SODDING	SY	3505	2104	5609
11	E900-100-200	ACCESS AREA REPAIR	SY	244	244	488

## QUANTITY INFORMATION FOOTNOTES:

- 1. PROJECT LENGTH =~ 8,150 FT
- 2. 110-1-1 INCLUDES CLEARING AND GRUBBING OF ALL MATERIAL WILL BE REMOVED FROM THE JOB SITE
- 3. 104-11-3 TURBIDITY BARRIERS WILL BE RELOCATED EVERY 500 FT ALONG THE SHORELINE AS THE SECTIONS/PHASES OF CONSTRUCTION ARE COMPLETED.
- 120-1 INCLUDES ALL EXCAVATING AND EXPORTING EXCESS AND UNSUITABLE MATERIAL 4. OFF-SITE TO COMPLETE THE PLACEMENT OF THE SHOREFLEX
- 5. 120-6 INCLUDES SUITABLE BACKFILL COMPACTED TO 95% DENSITY AT OPTIMUM MOISTURE (ACCORDING ASTM D 698)
- 6. 02930-2.1. SOD:
- 6.1. INCLUDES GROUND PREPARATION AND COMPLETE MAINTENANCE OF THE AREA UNTIL FINAL COMPLETION. REFER TO VEGETATION SPECIFICATION 02930 FOR ADDITIONAL PLANTING DETAILS.

FDOT: FLORIDA DEPARTMENT OF TRANSPORTATION

LSE: LANDSHORE ENTERPRISES, LLC

DATE	R BY	EVISIONS DESCRIPTION	Erosion and Sedimentation Control Plan	HUDSHORE	Landshore Enterprises, LLC	118 Sham
			for Cutler Cay Community Development		Environmental Engineering, Erosion Control & Construction Management	Office: 941
			District Lake 1	SHTEMPER	"Your Shoreline Protection Specialists"	E-mail: info@

![](_page_62_Figure_13.jpeg)

![](_page_62_Figure_16.jpeg)

## SC

	ELEV (NAVD88): 5.09 FT			1 23	2
ALE: 1"	' = 80'				
		© Ero	sion Res	toration.	LLC.
ock Blvd. L 34293	BY: PIETER M. LOMBARD. P.E.		PROJECT NO. 2022-043	SHEET 24	OF 27
18-6113 ndshore.com	FL LIC. No. 66596 ENGINEER OF RECORD	SUMMART OF QUANTITIES	DRAWN BY: NV	DATE: 06/29/2022	SCALE: N.T.S
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![](_page_63_Picture_0.jpeg)

## **Specification Sheet**

EroNet[™] C125® Erosion Control Blanket

### DESCRIPTION

The long-term double net erosion control blanket shall be a machine-produced mat of 100% coconut fiber with a functional longevity of up to 36 months. (NOTE: functional longevity may vary depending upon climatic conditions, soil, geographical location, and elevation). The blanket shall be of consistent thickness with the coconut evenly distributed over the entire area of the mat. The blanket shall be covered on the top and bottom sides with a heavyweight photode-gradable polypropylene netting having ultraviolet additives to delay breakdown and an approximate 0.63 x 0.63 in (1.59 x 1.59 cm) mesh. The blanket shall be sewn together on 1.50 inch (3.81 cm) centers with degradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2-5 inches [5-12.5 cm] from the edge) as an overlap guide for adjacent mats. The C125 shall meet Type 4 specification requirements established by the Erosion Control Technology Council (ECTC) and Federal Highway Administration's (FHWA) FP-03 Section 713.17

	Mate	rial Cont	tent				Slo	pe Design	Data: C Fac	tors
Matrix	100% Coconut Fi	ber	0	0.5 lbs/sq yd (0.27 kg/sm)				S	lope Gradient	s (S)
	l la avecuai abé a ba	4ll - l- l	()			Slop	e Length (L)	≤ 3:1	3:1 – 2.1	≥ 2:1
Netting	with UV additives	lodegradabi	e 3 (*	14.6 g/sm)		≤ 20	ft (6 m)	0.001	0.029	0.082
Thread	Black polypropyle	ne				20-5	D ft	0.036	0.060	0.096
						≥ 50	ft (15.2 m)	0.070	0.090	0.110
	Standa	rd Roll S	Sizes	;						
Width	6.67 (2.03 m)	8 ft (2.44	m)	16 ft (4.87 m)	16 ft (4.87 m) Roughness		hness Coe	ss Coefficients – Unveg.		
Length	108 ft (32.92 m)	112 ft (35.1-	4 m)	112 ft (34.14 m)		Flow	/ Depth		Manning's n	
Weight ± 10%	44 lbs	56.25 lbs		112.5 lbs		≤ 0.5	0 ft (0.15 m)		0.022	
	(19.95 kg)	(25.5 kg)		(51 kg)		0.50	– 2.0 ft		0.022-0.014	
Area	80 sq ya (66.9 sm)	(83.61 sm	ו ר)	200 sq ya (167.22 sm)		≥ 2.0	ft (0.60 m)		0.014	
	NORTH AMERIC GREEN	:AN	Weste 4609 Evans nagre 800-7	ern Green E. Boonville-New Hai ville, IN 47725 en.com 72-2040	rmony	/ Rd.	©2019, North Americ products and/or appl or more U.S. patents patent applications r Final determination contemplated, and it the U.S.A.	can Green is a registe lications described or . Other U.S. patents - may also exist.Trader of the suitability of s manner of use, is t	red trademark from We illustrated herein are p are pending, and certair mark rights also apply any information or m he sole responsibility of	stern Green. Certain protected under one foreign patents and as indicated herein. laterial for the use the user. Printed in
									EC_RMX_M	/IPDS_C125_3.20

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	CONT ON	
	the second	
Index Property	Test Method	Typical
Thickness	ASTM D6525	0.22 in. (5.59 mm)
Resiliency	ECTC Guidelines	82%
Water Absorbency	ASTM D1117	167%
Mass/Unit Area	ASTM 6475	7.73 oz/sy (262.8 g/sm)
Swell	ECTC Guidelines	13%
Smolder Resistance	ECTC Guidelines	Yes
Stiffness	ASTM D1388	0.75 oz-in
Light Penetration	ASTM D6567	16.6%
Tensile Strength - MD	ASTM D6818	472.8 lbs/ft (7.01 kN/m)
Elongation - MD	ASTM D6818	25.6%
Tensile Strength - TD	ASTM D6818	225.6 lbs/ft (3.35 kN/m)
Elongation - TD	ASTM D6818	33.9%
Riomass Improvement	ACTM 7222	257%

Design P	ennissiple Shear Suess
Unvegetated Shear Stress	2.25 psf (108 Pa)
Unvegetated Velocity	10.0 fps (3.05 m/s)

Slope Design Data: C Factors						
Slope Gradients (S)						
Slope Length (L)	≤ 3:1	3:1 – 2.1	≥ 2:1			
≤ 20 ft (6 m)	0.001	0.029	0.082			
20-50 ft	0.036	0.060	0.096			
≥ 50 ft (15.2 m)	0.070	0.090	0.110			
Deve		fficiente I	lesses a			
Roug	nness Coe	efficients – C	Jnveg.			
Flow Depth		Manning's n				
≤ 0.50 ft (0.15 m)	0.022					
0.50 – 2.0 ft	0.022-0.014					
≥ 2.0 ft (0.60 m)		0.014				

SHOREFLEX DATA SHEET AND PERFORMANCE

WIDTH	LENGTH	8'	16'	25'	32'	50'	
	ROLL WEIGHT (lbs)	352	704	1 100	1.408	2 200	Blocks
4'	MATS/TRUCKLOAD	127	63	40	34	20	Block Size
-			00	40		20	Percentage Open A
07	ROLL WEIGHT (Ibs)	704	1,408	2,200	2,816	4,400	(POA)
0'	MATS/TRUCKLOAD	63	31	20	15	10	Waterial weight
							SF Per Load
407	ROLL WEIGHT (lbs)	880	1,760	2,750	3,520	5,500	
IU	MATS/TRUCKLOAD	51	25	16	12	8	
							Interlocking
467	ROLL WEIGHT (lbs)	1,408	2,816	4,400	5,632	8,800	"Backing
10	MATS/TRUCKLOAD	31	15	10	7	5	Options"
		* сизто	M SIZES A	VAILABLE	UP TO 1	6' WIDE	Anchor Types
		* RC	OLL WEIGH	IT IS MAX	SHIPPING	WEIGHT	

## PERFORMANCE TESTING

ShoreFlex® will resist erosion and scour due to hydraulic forces. ShoreFlex® will meet the requirements listed in Table 2 when tested with a backing material on a non-vegetated surface. 30% testing is not recommended for ASTM D6460-12 due to slope stability during testing.

Sampling and Testing: The purchaser (or their authorized representative) shall be accorded access to the relevant manufacturing facility or facilities, if desired, in order to inspect and/or sample the units from lots ready for delivery prior to release for delivery to the job site. Such inspections are at the sole expense of the requesting entity.

Purchaser may request additional testing other than that provided by the manufacturer as needed. Such requested testing will extend any stated lead times for manufacturing and delivery, if the results of such testing are a prerequisite to approval (i.e., approval for release to manufacturing). Costs associated with such testing shall be borne by the purchaser.

Table 2. Limiting shear stress, ASTM D46460-12						
Test	Tested value	Bed Slope	Limiting Value			
ASTM D6460-12	Shear Stress	10% & 20%	18 lb./ft. ²			
ASTM D6460-12	Velocity	10% & 20%	30 ft./sec			

Full Speficiation available upon request or available at Manaufacter Website (Link provide Below) https://49d5b17d-c449-4dcb-bd77-bcc30683e1d7.filesusr.com/ugd/7ba743 f2b617ac401a4fadb75c9e64dcf43e5a.pdf

REVISIONS			Erosion and Sedimentation Control Plan	NDSHOA
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			for Cutler Cay Community Development	
			for outler day community Development	
			District Lake 1	ENTER

![](_page_63_Picture_18.jpeg)

118 Shamrock Blvd Venice, FL 34293 Office: 941-303-5238 Fax: 941-218-6113 E-mail: info@landshore.com

ΒY PIETER M. LOMBARD, P.E. FL LIC. No. 66596 ENGINEER OF RECORD

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SHO	REFLEX [®] TECHNICAL INFORMATION
	5,000 PSI, Wet-Cast Portland Cement / ASTM C39/C39 M
	6.5"x6.5"x2.5" / Avg. Weight 4.5 lbs
ea	30% min.
	Min. 10 lbs. / sf
	4,000 to 4,300 lbs/T: (pending trucking ability and roll sizes)
	Polypropylene 30/30 w/ 2,000 lb/ft biaxial strength Grid Aperture 1.6"
	Double Net Straw (DNS2), GS 50. Non-Woven Fabrics
	18" Rebar "U" & Earth Anchors
	Stainless, Galvanized or Steel

	© Ero	sion Res	toration.	LLC.	
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**TENCATE GEOSYNTHETICS** Americas

Mirafi® 160N is a nonwoven geotextile composed of polypropylene fibers, which are formed into a stable network such that the fibers retain their relative position. Mirafi® 160N is inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids. Mirafi® 160N meets AASHTO M288 Class 2 for Elongation > 50%.

TenCate Geosynthetics Americas Laboratories are accredited by Geosynthetic Accreditation Institute - Laboratory Accreditation Program (GAI-LAP). NTPEP Listed

Mechanical Properties	Test Method	Unit	Minimum Average		
		•	Roll	Value	
			MD	CD	
Grab Tensile Strength	ASTM D4632	lbs (N)	160 (712)	160 (712)	
Grab Tensile Elongation	ASTM D4632	%	50	50	
Trapezoid Tear Strength	ASTM D4533	lbs (N)	60 (267)	60 (267)	
CBR Puncture Strength	ASTM D6241	lbs (N)	410 (*	1825)	
			Maximum C	Opening Size	
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	70 (0.212)		
			Minimum Roll Val		
Permittivity	ASTM D4491	sec-1	1.5		
Flow Rate	ASTM D4491	gal/min/ft2 (l/min/m2)	110 (4481)		
			Minimum	Test Value	
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	70		
Physical Properties	Unit	Roll Size			
Roll Dimensions (width x ler	ft (m)	15 x 300 (4.5 x 91)			
Roll Area		yd2 (m2)	500 (418)		

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Mirafi® FW404 is composed of high-tenacity monofilament polypropylene yarns, which are woven into a stable network such that the yarns retain their relative position. Mirafi® FW404 geotextile is inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids

TenCate Geosynthetics Americas Laboratories are accredited by Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP). NTPEP Listed

			Minimum Average		
Mechanical Properties	Test Method	Unit	Roll V	alue	
			MD	CD	
Grab Tensile Strength	ASTM D4632	lbs (N)	400 (1780) 3	15 (1402)	
Grab Tensile Elongation	ASTM D4632	%	15	15	
Trapezoid Tear Strength	ASTM D4533	lbs (N)	150 (668)	165 (734)	
CBR Puncture Strength	ASTM D6241	lbs (N)	1150 (	5118)	
			Minimum F	Roll Value	
Percent Open Area	COE-02215	%	1.0		
Permittivity	ASTM D4491	sec-1	0.9		
Flow Rate	ASTM D4491	ASTM D4491 gal/min/ft2 (l/min/m2) 70 (28		852)	
			Maximum Opening Size		
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	40 (0.	40 (0.425)	
			Minimum T	est Value	
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	90		
Physical Propertie	Unit	Roll Size			
Roll Dimensions (width x	ft (m)	ft (m) 15 x 300 (4.57			
Roll Area		yd2 (m2)	500 (418)		

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Mirafi® is a registered trademark of Nicolon Corporation.

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ETQR29

Pendergrass, GA 30567 FGS000361

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furnished herewith. This document should not be construed as engineering advice.

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DATE	BY	DESCRIPTION			Eulashore Enterprises, EEC	Venice EL 34293	BY:	M
			for Cutler Cov Community Dovelopment	X	Environmental Engineering, Erosion	Office: 041-303-5238	PIETER M. LOMBARD, P.E.	111
			The Caller Cay Community Development	15	Control & Construction Management	Fax: 941-218-6113	FL LIC, No. 66596	0
				- APRIS	d/b/a Erosion Restoration, LLC	E-mail: info@landshore.com		3
				WENT DI	"Your Shoreline Protection Specialists"		ENGINEER OF RECORD	

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### TENCATE GEOSYNTHETICS Americas

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![](_page_64_Picture_22.jpeg)

![](_page_65_Figure_0.jpeg)

## EROSION AND SEDIMENTATION CONTROL NOTES LICOLOGI AND SELUMENTATION CONTINUE NOTES CONSTRUCTION ACTIVITES CAN RESULT IN THE CENERATION OF SIGNIFICANT AMOUNTS OF POLLUTANTS WHICH MAY REACH SURFACE OR GROUND WATERS. ONE OF THE PRIMARY POLLUTANTS OF SURFACE WATERS IS SEDIMENT DUE TO EROSION. EXCESSIVE QUANTITIES OF SEDIMENT WHICH REACH WATER BODIES OF FLOOD PLAINS HAVE BEEN SHOWN TO ADVERSELY AFFECT THEIR PHYSICAL BIOLOGICAL AND CHEMICAL PROPERTIES. TRANSPORTED SEDIMENT CAN OBSTRUCT STREAM CHAINLES, REDUCE HYDRAULIC CAPACITY OF WATER BODIES OF FLOOD PLAINS, REDUCE THE DESIGN CAPACITY OF CULVERTS AND OTHER WORKS, AND ELIMINATE BENTHIC INVERTEBRATES AND FISH SHOWING UBSTRATES BY SILTATION. EXCESSIVE SUSPENDED SEDIMENT REDUCE LIGHT PENETRATION AND THEREFORE, REDUCE PRIMARY PRODUCTIVITY. MINIMUM STANDARDS SEDIMENT BASIN AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND-DISTURBING ACTIVITY AND SHALL BE MADE FUNCTION. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED. PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHIME CONTROL SEDMENT TRANSPORT AND STABILIZE THE WORK TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCT NONERCOBLE MATERIAL SHALL BE USED FOR THE CONSTRU-NONERCOBLE MATERIAL SHALL BE USED FOR THE CONSTRU-UNSLOPE LAND DIST ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED D MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBA OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCT PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOA ON TO ADJACENT FROPERTES. OF CAUSEWAYS AND COFFERDAMS. EARTHEN FILL MAY BE USED FOR THESE STRUCTURES IF ARMORED BY NONERODIBLE COVER MATERIALS. WHEN A LIVE WATERCOURSE MUST BE CROSSED BY CONSTRUCTION VEHICLES, A TEMPORARY STREAM CROSSING CONSTRUCTED OF NONERODIBLE MATERIAL SHALL BE PROVIDED THE BED AND BANKS OF A WATERCOURSE SHALL BE STABILIZED IMMEDIATELY AFTER WORK IN THE WATERCOURSE IS COMPLETED ERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE TEMPORARY SOL STABILIZATION SHALL BE APPLIED WITH SEVEN DAYS TO DENUDED AREAS THAT MAY NOT BE AT F PERIODIC INSPECTION AND MINISTRAINCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTEN UNTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTEN PURPOSE IS ACCOMPLISIVED. THE DEVELOPER YOWER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT LEXING THE ROPORTY. SEDIMENT CONTROL MESSURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY. GRADE BUT WILL REMAIN UNI DAYS. PERMANENT STABILIZA THAT ARE TO BE LEFT RING CONSTRUCTION OF THE PROJECT, SOIL STOCKPILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MESURES, THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS JNDERGROUND UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING STANDARDS IN AE OTHER APPLICABLE CRITERIA: A. NO MORE THAN 500 LINEAR FEET OF TRENCH MAY BE OPENED AT ONE TIME. SOIL INTENTIONALLY TR PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILZS PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL A GROUND COVER IS ACHIEVED THAT, II THE OPINION OF THE REVIEWER, IS UNIFORM, MATURE B. EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF TRENCHES. C. EFFLUENT FROM DEWATERING OPERATIONS SHALL BE FILTERED OR PASSED THROUGH AN APPROVED SEDMENT TRAPPING DEVICE, OR BOTH, AND DEVICE OF A PASSED THROUGH NOT ADVERSELY AFFECT FLOWING STREAMS OR OFF-SITE PROPERTY. ENOUGH TO SURVIVE AND WILL INHIBIT EROSION STABILIZATION MEASURES SHALL BE APPLIED TO EARTHEN STRUCTURES SUCH AS DAMS, DIKES AND DIVERSIONS IMMEDIATELY AFTER INSTALLATION. D. RESTABILIZATION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THESE REGULATIONS. JRFACE RUNOFF FROM DISTURBED AREAS THAT IS COMPRISED OF FLOW FROM DRAINAGE AREAS GREATER TH OR EQUAL TO THREE ACRES SHALL BE CONTROLLED BY A SEDIMENT BASIN. THE SEOMENT BASIN SHALL BE DESIGNED AND CONSTRUCTED TO ACCOMMONTE THE ANTICIPATED SEDIMENT LOADING FROM THE LAND DISTURBING ACTIVITY HE COUTFALL DEVICE OR SYSTEM DESIGN SHALL TAKEL INTO WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO IMIMINZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE, WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS SHALD EVILING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL. IS SPOSAL ARES, STREET WASHING SHALL BE ALLOWED ONLY ACCOUNT THE TOTAL DRAINAGE AREA FLOWIN DISTURBED AREA TO BE SERVED BY THE BASIN AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND-DISTURBING ACTIVITIES. RATED RUNOFF SHALL NOT FLOW DOWN CUT OR FIL LL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABLIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, IN THE OPINION OF THE REVIEWER DISTURBE SOL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEMBINIZATION. SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME OR SLOPE DRAIN STRUCTURE. HENEVER WATER SEEPS FROM A SLOPE FACE, ADEQUATE DRAINAGE OR OTHER PROTECTION SHALL BE PROVIDED. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAIN SYSTEM, DITCH OR CHANNEL, ALL STORM SEVER IN THAT ARE MADE OPERABLE DURING CONSTRUCTION SHAL PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED ROTHERMONE PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITE SHALL BE PROTECTED FROM SEDIMENT DISPOSITION AND EROSION. HASED PROJECTS SHOULD BE CLEARED IN CONJUNC CONSTRUCTION OF EACH PHASE. EFORE TEMPORARY OR NEWLY CONSTRUCTED STORMWATE CONVEYANCE CHANNELS ARE MADE OPERATIONAL, ADEOL OUTLET PROTECTION AND ANY REQUIRED TEMPORARY OR PERMANENT CHANNEL LINING SHALL BE INSTALLED IN BOTT HE CONVEYANCE CHANNEL AND RECEIVING CHANNEL. ROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLL THE REQUIREMENTS OF THE FLORIDA STORMWATER EROSI SEDIMENTATION CONTROL MANUAL (JULY 2018). THE REVIEWER MAY APPROVE MODIFICATIONS OR ALTER PLANS TO THESE EROSION CONTROL CRITERIA DUE TO SITE SPECIFIC CONDITIONS. EXISTING A -----TITA A -SIDE VIEW - 2- TO 4-IN. ROCK (NTS) . 1 PLAN VIEW 2- TO 4-IN. ROCK 3-IN. MINIMUM FILTER CLOTH TO 4-IN ROCK

S 7. SOIL TRACKING PREVENTION DEVICE DETAIL NTS. C Erosion Restoration, LLC. MANUFACTURER'S SPECIFICATIONS NV 06/29/2022 AS SHOWN PROJECT NO. DRAWN BY: DATE: SCALE: NV 06/29/2022 AS SHOWN PROJECT NO. DATE: SCALE: NV 06/29/2022 AS SHOWN

SECTION A-A

![](_page_66_Picture_0.jpeg)

## Landshore[®] Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation Environmental Engineering, Erosion Control, Construction Management d/b/a Erosion Restoration, LLC

## **Engineering Properties:**

This table gives the engineering classifications and the range of engineering properties for the layers of each soil in the survey area.

Hydrologic soil group is a group of soils having similar runoff potential under similar storm and cover conditions. The criteria for determining Hydrologic soil group is found in the National Engineering Handbook, Chapter 7 issued May 2007(www.directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba). Listing HSGs by soil map unit component and not by soil series is a new concept for the engineers.

These properties are depth to a seasonal high-water table, saturated hydraulic conductivity after prolonged wetting, and depth to a layer with a very slow water transmission rate. Changes in soil properties caused by land management or climate changes also cause the hydrologic soil group to change. The influence of ground cover is treated independently. There are four hydrologic soil groups, A, B, C, and D, and three dual groups, A/D, B/D, and C/D. In the dual groups, the first letter is for drained areas and the second letter is for undrained areas.

The four hydrologic soil groups are described in the following paragraphs:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained, or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high-water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Depth to the upper and lower boundaries of each layer is indicated.

Texture is given in the standard terms used by the U.S. Department of Agriculture. These terms are defined according to percentages of sand, silt, and clay in the fraction of the soil that is less than 2 millimeters in diameter. "Loam," for example, is soil that is 7 to 27 percent clay, 28 to 50 percent silt, and less than 52 percent sand. If the content of particles coarser than sand is 15 percent or more, an appropriate modifier is added, for example, "gravelly."

![](_page_67_Picture_0.jpeg)

## Landshore[®] Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation Environmental Engineering, Erosion Control, Construction Management d/b/a Erosion Restoration, LLC

Classification of the soils is determined according to the Unified soil classification system (ASTM, 2005) and the system adopted by the American Association of State Highway and Transportation Officials (AASHTO, 2004). The Unified system classifies soils according to properties that affect their use as construction material. Soils are classified according to particle-size distribution of the fraction less than 3 inches in diameter and according to plasticity index, liquid limit, and organic matter content. Sandy and gravelly soils are identified as GW, GP, GM, GC, SW, SP, SM, and SC; silty and clayey soils as ML, CL, OL, MH, CH, and OH; and highly organic soils as PT.

Soils exhibiting engineering properties of two groups can have a dual classification, for example, CL-ML.

The AASHTO system classifies soils according to those properties that affect roadway construction and maintenance. In this system, the fraction of a mineral soil that is less than 3 inches in diameter is classified in one of seven groups from A-1 through A-7 on the basis of particle-size distribution, liquid limit, and plasticity index. Soils in group A-1 are coarse grained and low in content of fines (silt and clay). At the other extreme, soils in group A-7 are fine grained. Highly organic soils are classified in group A-8 on the basis of visual inspection.

If laboratory data are available, the A-1, A-2, and A-7 groups are further classified as A-1-a, A-1-b, A-2-4, A-2-5, A-2-6, A-2-7, A-7-5, or A-7-6. As an additional refinement, the suitability of a soil as subgrade material can be indicated by a group index number. Group index numbers range from 0 for the best subgrade material to 20 or higher for the poorest.

Percentage of rock fragments larger than 10 inches in diameter and 3 to 10 inches in diameter are indicated as a percentage of the total soil on a dry-weight basis. The percentages are estimates determined mainly by converting volume percentage in the field to weight percentage. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Percentage (of soil particles) passing designated sieves is the percentage of the soil fraction less than 3 inches in diameter based on an oven dry weight. The sieves, numbers 4, 10, 40, and 200 (USA Standard Series), have openings of 4.76, 2.00, 0.420, and 0.074 millimeters, respectively. Estimates are based on laboratory tests of soils sampled in the survey area and in nearby areas and on estimates made in the field. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Liquid limit and plasticity index (Atterberg limits) indicate the plasticity characteristics of a soil. The estimates are based on test data from the survey area or from nearby areas and on field examination. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

![](_page_68_Picture_0.jpeg)

## Landshore® Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation Environmental Engineering, Erosion Control, Construction Management d/b/a Erosion Restoration, LLC

## **References:**

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Data Source Information

Soil Survey Area: Miami-Dade County Area, Florida

Survey Area Data: Version 13, Aug 25, 2021

Valles, N. and Becerrit, Z. (2002) Fundamental of Soil Mechanics. Francisco de Miranda Experimental National University. Coro, Falcon-Venezuela.

![](_page_69_Figure_0.jpeg)

![](_page_70_Figure_0.jpeg)

![](_page_71_Picture_1.jpeg)

July 25, 2022

Ms. Gloria Perez District Manager Cutler Cay Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410

Via email (Only): gperez@sdsinc.org

## Reference:Proposal for Construction Administration ServicesLake Banks Restoration Project

Dear Ms. Perez:

As preliminarily discussed at the District's meeting of April 11, 2022, Alvarez Engineers proposes to provide the following services in connection with the referenced project:

## 1. Scope of Services

- 1. Review of contractor design and plans.
- 2. Assistance with contractor bidding and contract negotiations.
- 3. Overseeing contractor processing of construction permits.
- 4. Periodic visits to the site to ensure the construction is substantially completed in accordance with plans and permits.
- 5. Processing contractor applications for payment in accordance with the construction agreement.
- 6. Preparation of punch list items after substantial completion.
- 7. Ensure the contractor closes all permits.
- 8. Issue a certification of completion at the end of the project.

## 2. Compensation

The total compensation for services described above, will be a lump sum amount of \$6,000.00. Invoices will be prepared by Alvarez Engineers monthly based on the percentage of completion of the project. It is our understanding that invoices are due and payable by the District thirty days after the invoice is submitted.

Please acknowledge acceptance of this agreement by signing below. We look forward to working with Cutler Cay CDD on this project.

DocuSigned by: fller 91E21FBBCEDD4E0...

Juan R. Alvarez, PE President, Alvarez Engineers, Inc.

For the District Date:
Cutler Cay CDD – New Lake Fountain (&) Installation Comparison Chart								
Solitude Lake Management	5hp Vertex RingJet (Very similar to the previous existing one).	Circumference spray with 1 Central Spray Ring and 42 diameter spray rings. - Includes 4 LED Lights	Warranty: Fountain: 4y / Light Fixtures: 1y (excludes bulbs) / Controls: 1y.	Total Price: <b>\$19,160.00</b> Fountain: \$18,760.00 *Plus \$400.00 for the removal of the old/damaged equipment. 50% Deposit Requested				
Option 1 <u> Shp Savannah</u> *Recommended by Vendor.		Line flat spray (Half-moon appearance) - Includes 2 Lights to choose between CLEAR, RED, AMBER, DARK BLUE, AQUA or GREEN.	Warranty: 14 months.	Total Price: \$17,307.68 50% Deposit Requested *Removal of old/damaged fountain included. But removal of the electrical equipment must be done by an electrician.				
Hall Fountains	Option 2 <u>5hp Malibu</u> (Very similar to the previous existing one).	Circumference spray with 1 Central Spray Ring and diameter spray rings. - Includes 3 Lights to choose between CLEAR, RED, AMBER, DARK BLUE, AQUA or GREEN.	Warranty: 14 months.	Total Price: \$17,875.78 50% Deposit Requested *Removal of old/damaged fountain included. But removal of the electrical equipment must be done by an electrician.				
	Option 3 <u>5hp Catalina</u>	Circumference spray with 1 Central Spray Ring and diameter spray rings. - Includes 3 Lights to choose between CLEAR, RED, AMBER, DARK BLUE, AQUA or GREEN.	Warranty 14 months.	Total Price: \$20,251.78 50% Deposit Requested *Removal of old/damaged fountain included. But removal of the electrical equipment must be done by an electrician.				
Cascade	Option 1 <u>5 hp Aquarius 500</u> (Very similar to the previous existing one).	Circumference spray with 1 Central Spray Ring and 30 diameter spray rings. - Includes 3 LED White Lights	Warranty 3 Years	Total Price: <b>\$18,180.00</b> Fountain: \$16,630.00 *Plus \$1,550.00 for the removal of the old/damaged equipment. 50% Deposit Requested				
Fountains	Option 2 <u>5 hp Libra 500</u>	Circumference spray with 1 Central Spray Ring and 12 diameter spray rings. - Includes 3 LED White Lights	Warranty 3 Years	Total Price: <b>\$23,275.00</b> Fountain: \$21,725.00 *Plus \$1,550.00 for the removal of the old/damaged equipment. 50% Deposit Requested				

Option 3 <u>5 hp Cascade 500</u>	Line flat spray (Half-moon appearance) - Includes 3 LED White Lights	Warranty 3 Years	Total Price: <b>\$16,764.00</b> Fountain: \$15,214.00 *Plus \$1,550.00 for the removal of the old/damaged equipment. 50% Deposit Requested
Option 4 <u>5 hp Aries 500</u>	Circular spray with 1 Central Spray Ring and diameter spray rings, from center to exterior. - Includes 3 LED White Lights	Warranty 3 Years	Total Price: <b>\$16,764.00</b> Fountain: \$15,214.00 *Plus \$1,550.00 for the removal of the old/damaged equipment. 50% Deposit Requested

*See pictures of all options/models below and in the next pages.

## Vertex Ringjet (Solitude Lake Management – Option)



## Savannah (Hall Fountains Option 1)

## Malibu (Hall Fountains Option 2)





## Catalina (Hall Fountains Option 3)



## Aquarius 500 (Cascade Fountains Option 1)



Libra 500 (Cascade Fountains Option 2)



## Cascade 500 (Cascade Fountains Option 3)



## Aries 500 (Cascade Fountains Option 4)





### SERVICES CONTRACT

CUSTOMER NAME: Gloria Perez / (786) 985-8848 / <u>gperez@sdsinc.org</u> 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. <u>The Services</u>. 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. <u>TERM AND EXPIRATION.</u> 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. <u>DISCLAIMER.</u> 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.



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 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. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. 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. <u>FORCE MAJEURE</u>. 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. <u>ANTI-CORRUPTION AND BRIBERY.</u> 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. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. <u>ENTIRE AGREEMENT</u>. 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

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients 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.

Vertex Fountain Installation Services Contract Cutler Cay CDD GW Page 3 of 7



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

10. <u>NOTICE</u>. 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. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. <u>FUEL/TRANSPORTATION SURCHARGE.</u> 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
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
Please Remit All Payments to:	Customer's Address for Notice Purposes:
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Mail All Contracts to:	
2844 Crusader Circle, Suite 450 Virginia Beach, VA 23453	



## 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. SŌLitude 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).



#### 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**

#### <u>Warranty</u>:

- 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 SŌLitude Lake Management® warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SŌLitude 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.



#### 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.



- 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.



# RingJet[™] Fountain



## 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.

2100 NW 33rd St · Pompano Beach, FL 33069 · 844.432.4303 · vertexaquaticsolutions.com Page 85



## **RINGJET**[™] SPECS

## **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).



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



#### SERVICES CONTRACT

CUSTOMER NAME: Cutler Cay CDD SUBMITTED TO: Gloria Perez / (786) 985-8848 / <u>gperez@sdsinc.org</u> 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. <u>The Services</u>. 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. <u>TERM AND EXPIRATION.</u> 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. <u>DISCLAIMER.</u> 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.



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 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. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. 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. <u>FORCE MAJEURE</u>. 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. <u>ANTI-CORRUPTION AND BRIBERY.</u> 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. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. <u>ENTIRE AGREEMENT</u>. 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

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients 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.



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

10. <u>NOTICE</u>. 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. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. <u>FUEL/TRANSPORTATION SURCHARGE.</u> 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.

13. <u>E-Verify</u>. 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.



#### ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature:_____

Printed Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

1320 Brookwood Drive Suite H Little Rock AR 72202

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450 Virginia Beach, VA 23453 Cutler Cay CDD

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Customer's Address for Notice Purposes:



## **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.



- 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.

# HALL FOUNTAINS, INC.

5500 NW 22nd Avenue, Fort Lauderdale, FL 33309 Phone: 954-484-8530 800-777-4255 FAX: 954-484-2393

____

TO:			PROJEC	T:	
Cutler Cay CDD			Cutler Ca	y CDD	
MODEL: SA050-1-2-150	Savannah	JOB:	F-15100	Contact: Adam Hall	DATE: 6/24/2022

#### TERMS AND CONDITIONS OF SALE

<u>Processing Order</u> – Unit is normally produced in four to six weeks after receipt of our signed order and the required deposit. Manufacturing time is based on workload at the time order is received. Large units may require more lead-time. No orders will be put into the manufacturing schedule without the required signed order, voltage confirmation and deposit. The warranty included with this proposal is exclusive, and in lieu of all other warranties, remedies and conditions, whether oral or written.

<u>Required "BY OWNER</u>" – All necessary shore line electrical work and electrical permits are to be provided by the owners electrician. Electrical work includes securing any necessary permits, mounting the controller supplied by "Hall", hooking up proper line side service power to the controller and running the necessary conduit cable raceways from controller out into the lake approximately 3' and approximately 12" below the normal low water level.

If <u>Crating and Shipping</u> is included, it will be indicated in the price below. This option is normally required on units to be installed by "Buyer". Unit will be crated and shipped pre-paid motor freight to the project site. On 6' and larger units, buyer will need a forklift or similar machine to unload the unit. A crane or other lifting device will be required on 6' and larger units capable of placing the unit far enough out into the lake that it will float freely. Hall Fountains will provide installation drawings and instructions. If desired the control panel can be shipped prior to the unit so that necessary shoreline electrical work can be completed.

If <u>Delivery by "Hall</u>" is included, it will be indicated in the price below. Hall Fountains will deliver the fountain, set it in the lake at the desired location, pull all the cabled to the fountain controller and make necessary adjustments to the unit for proper operation. The fountain control will be supplied in advance of the fountain unit delivery so shoreline electrical work can be performed. Hall Fountains must be notified after all electrical work is complete (line side power must be connected and energized before delivery.) If electrical work is not completed as stated, an additional charge may be assessed for wait time.

#### Lens Color – Please Circle Desired Color. Clear Red Amber Dark Blue Aqua Green

Hall Fountains requires a 50% deposit before any fabrication work is started or any equipment is accumulated on the buyer's behalf. Payment in full is due 30 days from delivery date. If not paid, a late charge of 1-1/2% per month will be added to the balance then outstanding. If a firm delivery date has been established and delivery can not be made because of on site delays, payment in full is due within 30 days of that date and equipment will be held by Hall Fountains for future delivery.

*Note 1- Hall Fountains, Inc. is not licensed to collect sales tax outside the state of Florida. It will be the buyer's responsibility to make direct payment of any applicable state or local sales taxes to the state of local authority concerned.

*Note 2- If applicable, freight will be pre-paid by Hall Fountains and billed on final invoice.

Listed cable length is from the fountain to the electrical control box. Control Box must be mounted close enough to the lake's edge so that distance from the control box to the fountain's location does not exceed included cable length.

Price listed below is valid for 90 days from issue of this quotation.

<mark>50</mark> %	<mark>6 Deposit</mark>	<b>Required</b>	\$8,6	53.84			
Balance Due COD \$8,653.84							
Onsite Voltage	Voltage Onsite Phase						
Voltage and Phase <b>MUST</b> be confirmed before production.							
Sign and Return With Deposit							

Equipment Cost	\$16,507.68
Crating	Not Applicable
Subtotal	\$16,507.68
Tax %	0.00%
Tax	\$0.00
Installation	\$800.00
Freight	See Note 2
Quantity	1
TOTAL	\$17,307.68

Page 1

5500 NW 22nd Avenue, F Phone: 954-484-8530 800-77	TAINS, INC.	
TO:	PROJECT:	
Cutler Cay CDD	Cutler Cay CDD	
MODEL: SA050-1-2-150	JOB: F-15100	DATE: 6/24/2022

8

## WARRANTY

All floating fountain units manufactured by Hall Fountains Inc., exclusive of the electric lamps and lenses used in the manufacture of submersible light fixtures, are guaranteed by Hall to be free from defects in materials and/or workmanship for a period of one year from the date of installation or 14 months from date of invoice, which ever comes first. The liability is expressly limited to repair or replacement of such parts by Hall where, in their opinion, damage is caused by defect and not misuse and is limited to such repair of replacement being made at the factory. It is understood that the purchaser will deliver to the factory such parts or material as may be considered defective and incur all delivery charges to and from the factory. If returning material is not practical because of size or weight, you may arrange for onsite service for an additional fee or charge. Repairing or replacing parts under warranty does not extend their original warranty period.

Any equipment to be ordered and any installation to be made from drawings supplied by Hall Fountains Inc. must be independently verified by buyer's architect and or engineer to determine that the same meets all on-site codes and regulations and is acceptable for the intended application. Hall Fountains Inc., guarantees fountain to operate as specified, if all equipment is purchased from Hall and is installed according to their drawings and installation instructions.

This warranty is in lieu of all other warranties, whether oral or written, expressed or implied. In no event will Hall fountains Inc., be liable for direct, indirect, special, incidental, or consequential damages for the breach of any express or implied warranty, including damage to property and, to the extent permitted by law, damages for personal injury, even if Hall Fountains Inc. has been advised of the possibility of such damages or if this warranty is found to fail in its essential purpose. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.



## HALL FOUNTAINS, INC.

5500 NW 22nd Avenue, Fort Lauderdale, FL 33309 Phone: 954-484-8530 800-777-4255 FAX: 954-484-2393

TO:			PROJECT:		
Cutler Cay CDD			Cutler Cay CDD		
MODEL: MA050-1-3-150	Malibu	JOB:	F-15100-1 Contact:	Adam Hall	DATE: 6/24/2022

#### TERMS AND CONDITIONS OF SALE

<u>Processing Order</u> – Unit is normally produced in four to six weeks after receipt of our signed order and the required deposit. Manufacturing time is based on workload at the time order is received. Large units may require more lead-time. No orders will be put into the manufacturing schedule without the required signed order, voltage confirmation and deposit. The warranty included with this proposal is exclusive, and in lieu of all other warranties, remedies and conditions, whether oral or written.

<u>Required "BY OWNER</u>" – All necessary shore line electrical work and electrical permits are to be provided by the owners electrician. Electrical work includes securing any necessary permits, mounting the controller supplied by "Hall", hooking up proper line side service power to the controller and running the necessary conduit cable raceways from controller out into the lake approximately 3' and approximately 12" below the normal low water level.

If <u>Crating and Shipping</u> is included, it will be indicated in the price below. This option is normally required on units to be installed by "Buyer". Unit will be crated and shipped pre-paid motor freight to the project site. On 6' and larger units, buyer will need a forklift or similar machine to unload the unit. A crane or other lifting device will be required on 6' and larger units capable of placing the unit far enough out into the lake that it will float freely. Hall Fountains will provide installation drawings and instructions. If desired the control panel can be shipped prior to the unit so that necessary shoreline electrical work can be completed.

If <u>Delivery by "Hall</u>" is included, it will be indicated in the price below. Hall Fountains will deliver the fountain, set it in the lake at the desired location, pull all the cabled to the fountain controller and make necessary adjustments to the unit for proper operation. The fountain control will be supplied in advance of the fountain unit delivery so shoreline electrical work can be performed. Hall Fountains must be notified after all electrical work is complete (line side power must be connected and energized before delivery.) If electrical work is not completed as stated, an additional charge may be assessed for wait time.

#### Lens Color – Please Circle Desired Color. Clear Red Amber Dark Blue Aqua Green

Hall Fountains requires a 50% deposit before any fabrication work is started or any equipment is accumulated on the buyer's behalf. Payment in full is due 30 days from delivery date. If not paid, a late charge of 1-1/2% per month will be added to the balance then outstanding. If a firm delivery date has been established and delivery can not be made because of on site delays, payment in full is due within 30 days of that date and equipment will be held by Hall Fountains for future delivery.

*Note 1- Hall Fountains, Inc. is not licensed to collect sales tax outside the state of Florida. It will be the buyer's responsibility to make direct payment of any applicable state or local sales taxes to the state of local authority concerned.

*Note 2- If applicable, freight will be pre-paid by Hall Fountains and billed on final invoice.

Listed cable length is from the fountain to the electrical control box. Control Box must be mounted close enough to the lake's edge so that distance from the control box to the fountain's location does not exceed included cable length.

Price listed below is valid for 90 days from issue of this quotation.

50%	\$8,9	37.89						
Balance Due COD \$8,937.89								
Onsite Voltage Onsite Phase								
Voltage and Phase <b>MUST</b> be confirmed before production.								
Sign and Return With Deposit								

Equipment Cost	\$17,075.78
Crating	Not Applicable
Subtotal	\$17,075.78
Tax %	0.00%
Tax	\$0.00
Installation	\$800.00
Freight	See Note 2
Quantity	1
TOTAL	\$17,875.78

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HALL FO	UNTAI	NS, IN	C.	
5500 NW 22nd Aven	ue, Fort Laude	rdale, FL 33309	9	
Phone: 954-484-8530	800-777-4255	FAX: 954-484-23	393	

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<b>TO:</b>	PROJEC1	PROJECT:					
Cutler Cay CDD	Cutler Cay	CDD					
	100. 5 45400 4						
MODEL: MA050-1-3-150	JOB: F-15100-1	DATE: 6/24/2022					

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#### WARRANTY

All floating fountain units manufactured by Hall Fountains Inc., exclusive of the electric lamps and lenses used in the manufacture of submersible light fixtures, are guaranteed by Hall to be free from defects in materials and/or workmanship for a period of one year from the date of installation or 14 months from date of invoice, which ever comes first. The liability is expressly limited to repair or replacement of such parts by Hall where, in their opinion, damage is caused by defect and not misuse and is limited to such repair of replacement being made at the factory. It is understood that the purchaser will deliver to the factory such parts or material as may be considered defective and incur all delivery charges to and from the factory. If returning material is not practical because of size or weight, you may arrange for onsite service for an additional fee or charge. Repairing or replacing parts under warranty does not extend their original warranty period.

Any equipment to be ordered and any installation to be made from drawings supplied by Hall Fountains Inc. must be independently verified by buyer's architect and or engineer to determine that the same meets all on-site codes and regulations and is acceptable for the intended application. Hall Fountains Inc., guarantees fountain to operate as specified, if all equipment is purchased from Hall and is installed according to their drawings and installation instructions.

This warranty is in lieu of all other warranties, whether oral or written, expressed or implied. In no event will Hall fountains Inc., be liable for direct, indirect, special, incidental, or consequential damages for the breach of any express or implied warranty, including damage to property and, to the extent permitted by law, damages for personal injury, even if Hall Fountains Inc. has been advised of the possibility of such damages or if this warranty is found to fail in its essential purpose. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.



## HALL FOUNTAINS, INC.

5500 NW 22nd Avenue, Fort Lauderdale, FL 33309 Phone: 954-484-8530 800-777-4255 FAX: 954-484-2393

TO:			<b>PROJECT</b> :		
Cutler Cay CDD			Cutler Cay	CDD	
MODEL: CA050-1-3-150	Catalina	JOB:	F-15100-2	Contact: Adam Hall	DATE: 6/24/2022

#### TERMS AND CONDITIONS OF SALE

<u>Processing Order</u> – Unit is normally produced in four to six weeks after receipt of our signed order and the required deposit. Manufacturing time is based on workload at the time order is received. Large units may require more lead-time. No orders will be put into the manufacturing schedule without the required signed order, voltage confirmation and deposit. The warranty included with this proposal is exclusive, and in lieu of all other warranties, remedies and conditions, whether oral or written.

<u>Required "BY OWNER</u>" – All necessary shore line electrical work and electrical permits are to be provided by the owners electrician. Electrical work includes securing any necessary permits, mounting the controller supplied by "Hall", hooking up proper line side service power to the controller and running the necessary conduit cable raceways from controller out into the lake approximately 3' and approximately 12" below the normal low water level.

If <u>Crating and Shipping</u> is included, it will be indicated in the price below. This option is normally required on units to be installed by "Buyer". Unit will be crated and shipped pre-paid motor freight to the project site. On 6' and larger units, buyer will need a forklift or similar machine to unload the unit. A crane or other lifting device will be required on 6' and larger units capable of placing the unit far enough out into the lake that it will float freely. Hall Fountains will provide installation drawings and instructions. If desired the control panel can be shipped prior to the unit so that necessary shoreline electrical work can be completed.

If <u>Delivery by "Hall</u>" is included, it will be indicated in the price below. Hall Fountains will deliver the fountain, set it in the lake at the desired location, pull all the cabled to the fountain controller and make necessary adjustments to the unit for proper operation. The fountain control will be supplied in advance of the fountain unit delivery so shoreline electrical work can be performed. Hall Fountains must be notified after all electrical work is complete (line side power must be connected and energized before delivery.) If electrical work is not completed as stated, an additional charge may be assessed for wait time.

#### Lens Color – Please Circle Desired Color. Clear Red Amber Dark Blue Aqua Green

Hall Fountains requires a 50% deposit before any fabrication work is started or any equipment is accumulated on the buyer's behalf. Payment in full is due 30 days from delivery date. If not paid, a late charge of 1-1/2% per month will be added to the balance then outstanding. If a firm delivery date has been established and delivery can not be made because of on site delays, payment in full is due within 30 days of that date and equipment will be held by Hall Fountains for future delivery.

*Note 1- Hall Fountains, Inc. is not licensed to collect sales tax outside the state of Florida. It will be the buyer's responsibility to make direct payment of any applicable state or local sales taxes to the state of local authority concerned.

*Note 2- If applicable, freight will be pre-paid by Hall Fountains and billed on final invoice.

Listed cable length is from the fountain to the electrical control box. Control Box must be mounted close enough to the lake's edge so that distance from the control box to the fountain's location does not exceed included cable length.

Price listed below is valid for 90 days from issue of this quotation.

50%	<b>\$10,</b> 1	125.89						
	<b>\$10,</b> 1	125.89						
Onsite Voltage Onsite Phase								
Voltage and Phase <b>MUST</b> be confirmed before production.								
Sign and Return With Deposit								

Equipment Cost	\$19,451.78
Crating	Not Applicable
Subtotal	\$19,451.78
Tax %	0.00%
Tax	\$0.00
Installation	\$800.00
Freight	See Note 2
Quantity	1
TOTAL	\$20,2 <mark>51.78</mark>

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HALL FOUN	NTAINS,	INC.		
5500 NW 22nd Avenue,	Fort Lauderdale, FL	33309	Š Š	

Phone: 954-484-8530 800-777-4255 FAX: 954-484-2393

TO:	F	PROJECT:					
Cutler Cay CDD	C	Cutler Cay CDD					
MODEL: CA050-1-3-150	JOB: F	-15100-2	DATE: 6/24/2022				

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### WARRANTY

All floating fountain units manufactured by Hall Fountains Inc., exclusive of the electric lamps and lenses used in the manufacture of submersible light fixtures, are guaranteed by Hall to be free from defects in materials and/or workmanship for a period of one year from the date of installation or 14 months from date of invoice, which ever comes first. The liability is expressly limited to repair or replacement of such parts by Hall where, in their opinion, damage is caused by defect and not misuse and is limited to such repair of replacement being made at the factory. It is understood that the purchaser will deliver to the factory such parts or material as may be considered defective and incur all delivery charges to and from the factory. If returning material is not practical because of size or weight, you may arrange for onsite service for an additional fee or charge. Repairing or replacing parts under warranty does not extend their original warranty period.

Any equipment to be ordered and any installation to be made from drawings supplied by Hall Fountains Inc. must be independently verified by buyer's architect and or engineer to determine that the same meets all on-site codes and regulations and is acceptable for the intended application. Hall Fountains Inc., guarantees fountain to operate as specified, if all equipment is purchased from Hall and is installed according to their drawings and installation instructions.

This warranty is in lieu of all other warranties, whether oral or written, expressed or implied. In no event will Hall fountains Inc., be liable for direct, indirect, special, incidental, or consequential damages for the breach of any express or implied warranty, including damage to property and, to the extent permitted by law, damages for personal injury, even if Hall Fountains Inc. has been advised of the possibility of such damages or if this warranty is found to fail in its essential purpose. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.



## Fountain quote

### rich cascadefountains.com <rich@cascadefountains.com>

Wed 6/29/2022 10:40 AM

To: Ronald Galvis <rGalvis@sdsinc.org>

Cc: jeannie cascadefountains.com < jeannie@cascadefountains.com>

4 attachments (2 MB)

Aquarius 500 photo and spec.pdf; Aries 500 spec.pdf; Cascade 500 photo and spec.pdf; Libra 500 photo and spec.pdf;

Ronald,

Here is the quote for a new floating fountain to replace the existing in Cutler Ridge:

Aquarius 500, 5 hp, 230 volt single phase with (3) LED white lights and 250' of power cables ...... \$16,630.00

Libra 500, 5 hp, 230 volt single phase with (3) LED white lights and 250' of power cables ...... \$21,725.00

Cascade 500 5 hp, 230 volt single phase with (3) LED white lights and 250' of power cables ...... \$15,214.00

Aries 500 5 hp, 230 volt single phase with (3) LED white lights and 250' of power cables ...... \$15,214.00

We will deliver the fountain to the site and place it in the water. We will moor the fountain and run power cables to the shoreline.

We will mount our UL listed control panel on the existing rack and hot wire the new controls from the existing power supply. Note that if we find any problems with the existing power, we will advise and there may be added costs.

We will remove and discard the existing fountain equipment.

The added cost for the on shore electrical work and the removal of the existing equipment will be \$1,550.00. We will offer a quarterly maintenance of the fountain at \$185.00 per quarter. Under that contract, we are on site at least once each quarter to clean debris form the fountain and lights and check the controls. The fountain will be warranted for three years.

I have attached specs. Note that these specs call for incandescent lighting but we are installing LED lighting.

Let me know if you have any questions. Rich Johnson Fountain Design Group, Inc. / Cascade Fountains 561 994 3939 / 407 260 0966 Cascade Fountains A Division of Fountain Design Group, Inc.

7628 NW 6th Avenue Boca Raton, FL 33487 Phone 561-994-3939 Fax 561-994-3944 Toll Free 800-446-1537

## AQUARIUS 500

A center stream of water reaching a height of 20' and falling back down upon itself. The center jet is surrounded by a ring of water reaching a height of 8'. The fountain is accented by 1500 watts of quartz lighting.



#### Fountain-ETL Listed

- 4' rotocast floatation unit with four water-tight compartments for ballast
- 5 HP 230 volt single phase submersible fountain pump stainless steel sealed motor
- Custom stainless steel pump mounting harness
- 1 Custom stainless steel intake screen
- 30" brass spray ring, containing 72 3/16" smooth bore fountain jets
- 1 5/8" clear stream brass center jet
- 500 watt 115 volt submersible fountain lights, tempered lenses, mounted on stainless steel brackets
- 3 Adjustable flow valves
- 125' length of 8/4 submersible electrical supply cable, pump
- 125' length of 8/3 submersible electrical supply cable, lights
- Control panel

## **Control Panel-ETL Listed**

NEMA 3R enclosure Single phase motor starter Start / run capacitor Overload protection GFI circuit breaker - pump GFI circuit breaker - light 24-hour time clock - pump 24-hour time clock - lights

*Fountain requires a 60 AMP, 230v, single phase service *Available in three (3) phase



* This specification is subject to change without notice.

We just Make Grand Entrances

www.cascadefountains.com

**Cascade Fountains** 

A Division of Fountain Design Group, Inc.

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## **LIBRA 500**

A 4" wide column of water reaching a height of 18' and falling back down upon itself. The center jet is surrounded by 6 brass jets, giving an arch of foamy water to 8' which are adjustable in height. The fountain is accented by 1500 watts of quartz lighting.



7628 NW 6th Avenue Boca Raton, FL 33487 Phone 561-994-3939 Fax 561-994-3944 Toll Free 800-446-1537

### Fountain-ETL Listed

- 4' rotocast floatation unit with four water tight compartments for ballast
- 5 HP 230 volt *single phase submersible fountain pump with stainless steel sealed motor
- Custom stainless steel pump mounting harness
- Custom stainless steel intake screen
- 4" jet pod with 12-1/4" smooth bore jet
- 1 1/4" aeration jets
- Soo watt 115 volt submersible fountain lights, tempered lenses, mounted on stainless steel brackets
- Adjustable flow valves
- 200' length of 8/4 submersible electrical supply cable, pump
- 200' length of 8/3 submersible electrical supply cable, lights
- Control panel

## **Control Panel-ETL Listed**

NEMA 3R enclosure Single phase motor starter Start / run capacitor Overload protection Lightning protection Overload heater GFI circuit breaker - pump GFI circuit breaker - light 24-hour time clock - pump 24-hour time clock - lights

^{*}Unit is also available in three (3) phase 60 AMP service required



* This specification is subject to change without notice.

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www.cascadefountains.com

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7628 NW 6th Avenue Boca Raton, FL 33487 Phone 561-994-3939 Fax 561-994-3944 Toll Free 800-446-1537

## CASCADE 500

A single heavy, active column of water, reaching a height of 12' and falling back down upon itself. The fountain is accented by 1500 watts of quartz lighting.



#### Fountain-ETL Listed

- 4" rotocast floatation unit with four water tight compartments for ballast
- 5 HP 230 volt single phase* submersible fountain pump and stainless steel sealed motor
- Custom stainless steel pump mounting harness
- 1 Custom stainless steel intake screen
- Cascade C-300 bronze jet
- Stop watt 115 volt submersible fountain lights, tempered lenses, mounted on stainless steel brackets
- Adjustable flow valve
- 200' length of 8/4 submersible electrical supply cable, pump
- 200' length of 8/3 submersible electrical supply cable, lights
- 1 Control panel

#### **Control Panel-ETL Listed**

NEMA 3R enclosure Single phase motor starter Start / run capacitors Overload protection Lightning protection Motor starter Overload heater Circuit breaker - pump Circuit breaker - light 24-hour time clock - pump 24-hour time clock - lights

*Unit available in three (3) phase 60 AMP service required



* This specification is subject to change without notice.

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A Division of Fountain Design Group, Inc.

7628 NW 6th Avenue Boca Raton, FL 33487 Phone 561-994-3939 Fax 561-994-3944 Toll Free 800-446-1537

## ARIES 500

An adjustable three-tier display capable of reaching a height of approximately 20'-25', with two lower adjustable tiers for balance. The fountain is accented with 1500 watts of quartz lighting.



#### Fountain-ETL Listed

- 4' rotocast floatation unit with four water tight compartments for ballast
- 5 HP 230 volt *single phase submersible fountain pump with stainless steel sealed motor and over-load protection
- Custom stainless steel pump mounting harness
- Custom stainless steel intake screen
- Brass adjustable three-tier castle display jet
- Stop watt 115 volt submersible fountain lights, tempered lenses, mounted on stainless steel brackets
- Adjustable flow valve
- 200' length of 8/4 submersible electrical supply cable, pump
- 200' length of 10/3 submersible electrical supply cable, lights
- Control panel

#### **Control Panel-ETL Listed**

NEMA 3R enclosure Single phase motor starter Start/run capacitors Overload protection GFI circuit breaker - pump GFI circuit breaker - light Circuit breaker - timer 24-hour time clock - pump 24-hour time clock - lights

^{*}This unit is also available in 3-phase*** *Fountain requires a 60 AMP, 230V single phase service with neutral



^{*} This specification is subject to change without notice.

We just Make Grand Ontrances

www.cascadefountains.com

From: Laura Gavilan <lgavilan@kwpmc.com>
Sent: Thursday, June 23, 2022 11:40 AM
To: Gloria Perez <gperez@sdsinc.org>
Cc: Ginger E. Wald <gwald@bclmr.com>; Ronald Galvis <rGalvis@sdsinc.org>; chris_musser@yahoo.com
Subject: RE: [EXTERNAL] RE: Painting of the Old Cutler Wall

Good morning Gloria;

Thank you for your response regarding the painting of the wall. Due to the expenses the HOA has incurred because of the flooding, they can not take on the extra expense to repair the walls, if in the future the CDD has repaired and pressure washed their wall, the board may consider the painting of the wall again, however not at this time. Thank you and have a great day! Also, please be advised that the amended signed agreement is in the office awaiting CDD signature.

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: Igavilan@kwpmc.com https://web.kw-ic.com/cutlercay/



Proposal submitted to:

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

Repair moldings and foam bands on North and South entrance structures of Cutler Cay CDD.

#### Scope of Work:

- **1.** Pressure wash areas to be repaired.
- 2. Apply patching material to cracks.
- **3.** Apply hydraulic cement as needed.

#### Please Note:

Stucco Surfaces are not included.

#### PROPOSAL SUMS:

Total \$4,900.00

WHEN DULY SIGNED AND DATED, THIS PROPOSAL SHALL BE A BINDING CONTRACT BETWEEN THE PARTIES INVOLVED.

District Title & Date: _____ Elite Property Service Title & Date: _____

Elite Property Service & Painting Corp. mgamero@elitepropertysp.com (954) 588-0253









**Main Entrance** 



South Entrance/Exit

13476 SW 22nd Street Miramar, FL 33027 Thepressurecleaningman@gmail.com www.thepressurecleaningman.com Cell: (954)328-8964 License Dade County No. 14BS00064 License Broward County No. 11-RP-17299-X Office number (954)995-2356



## The Pressure Cleaning Man inc.

### Estimate

For:	Cutler Cay CDD		Estimate No:	1625
	rgalvis@sdsinc.org, gperez@sdsinc.org		Date:	07/14/2022
	Cutler Cay CD			
	C/o SDS, Inc.			
	2501A Burns Road			
	Palm Beach Gardens, FL 33410			
	(786) 503-1633			
Descrip	ption			Amount
Pressu	re Cleaning of			\$2 400 00
1. Wall	at Cutler Cay 4,000LF			φ2,100100
		Subtotal		\$2,400.00
		Total		\$2,400.00
		Total	\$	2.400.00
			т	_,

#### Notes

Pricing may change if job specifications/materials change.

Pressure washing ground work does NOT remove any gum, rust stains, tire marks, or oil stains unless specified otherwise in estimate content. The above mention require to be treated with special chemicals/techniques.

We look forward to working with you!

## CONSIDER APPROVAL OF FPL CONTRACTOR PROPOSAL FOR REMOVAL OF EXISTING LIGHTING HANDHOLES, WIRES AND PANELS

TO BE DISTRIBUTED UNDER SEPARATE COVER

# Cutler Cay Community Development District

Financial Report For July 2022

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

	Oct 21 - July 22	FY 21/22 Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
363.100 · Administrative Assessments	90,860.10	87,614.00	3,246.10	103.71%
363.101 · Maintenance Assessments	550,980.15	550,979.00	1.15	100.0%
363.810 · Debt Assessments	773,142.25	773,141.00	1.25	100.0%
363.820 · Debt Assessment - Pd To Trustee	-739,734.50	-726,753.00	-12,981.50	101.79%
363.830 · Cty Appraiser & Tax Coll Fee	-13,675.63	-27,170.00	13,494.37	50.33%
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	513.13	300.00	213.13	171.04%
Total Income	615,926.34	603,770.00	12,156.34	102.01%
Expense				
511.758 · FPL - Electrical	18,163.50	150,000.00	-131,836.50	12.11%
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 · Stormwter 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	214.20	480.00	-265.80	44.63%
511.131 · Supervisor Fee	2,800.00	6,000.00	-3,200.00	46.67%
511.301 · Lakes Maintenance	5,950.00	10,000.00	-4,050.00	59.5%
511.302 · Roads Maintenance/Reserve	7,970.00	47,500.00	-39,530.00	16.78%
511.303 · Stormwater Drainage/Reserve	0.00	17,575.00	-17,575.00	0.0%
511.304 · Field Operations	5,100.00	3,600.00	1,500.00	141.67%
511.305 · Contingency/Reserve	14,728.27	30,000.00	-15,271.73	49.09%
511.306 · Walls-Wall Fountain Maintenance	14,974.19	25,000.00	-10,025.81	59.9%
511.310 · Engineering/Inspections	47,342.62	7,000.00	40,342.62	676.32%
511.311 · Management Fees	25,450.00	30,540.00	-5,090.00	83.33%
511.312 · Secretarial Fees	3,500.00	4,200.00	-700.00	83.33%
511.315 · Legal Fees	8,951.10	12,500.00	-3,548.90	71.61%
511.318 · Assessment/Tax Roll	0.00	7,500.00	-7,500.00	0.0%
511.320 · Audit Fees	3,400.00	3,400.00	0.00	100.0%
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	343.25	750.00	-406.75	45.77%
511.512 · Miscellaneous	2,281.51	1,300.00	981.51	175.5%
511.513 · Postage and Delivery	856.06	350.00	506.06	244.59%
511.514 · Office Supplies	1,461.10	800.00	661.10	182.64%
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	1,666.60	2,000.00	-333.40	83.33%
Total Expense	307,023.15	603,770.00	-296,746.85	50.85%
Net Ordinary Income	308,903.19	0.00	308,903.19	100.0%
	308 903 19	0.00	308 903 19	100.0%
		0.00		1001070

#### CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT MONTHLY FINANCIAL REPORT JULY 2022

	Annual		Year To Date
	Budget	Actual	Actual
REVENUES	10/1/21 - 9/30/22	Jul-22	10/1/21 - 7/31/22
Administrative Assessments	87,614	5,354	90,860
Maintenance Assessments	550,979	19,636	550,980
Debt Assessments - 2014 Refunding	773,141	27,566	773,142
Other Revenues	0	0	1,200
Interest Income	300	0	513
Total Revenues	\$ 1,412,034	\$ 52,556	\$ 1,416,695
ADMINISTRATIVE EXPENDITURES			
Supervisor Fees	6,000	0	2,800
Payroll Taxes (Employer)	480	0	214
Management	30,540	2,545	25,450
Secretarial	4,200	350	3,500
Legal	12,500	0	8,951
Assessment Roll	7,500	0	0
Audit Fees	3,400	0	3,400
Arbitrage Rebate Fee	650	0	650
Insurance	8,500	0	10,155
Legal Advertisements	750	0	343
Miscellaneous	1,300	111	2,281
Postage	350	138	856
Office Supplies	800	233	1,461
Dues & Subscriptions	175	0	175
Trustee Fee	3,600	0	4,139
Continuing Disclosure Fee	350	0	0
Website Management	2,000	166	1,666
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 83,095	\$ 3,543	\$ 66,041
TOTAL MAINTENANCE EXPENDITURES	\$ 520,675	\$ 11,440	\$ 240,982
	¢ 603 770	¢ 14.092	¢ 207.022
IOTAL EXPENDITORES	\$ 603,770	ə 14,903	φ <u>307,023</u>
	\$ 808.264	¢ 37 573	\$ 1 109 672
	\$ 000,204	÷ 57,575	ų 1,103,072
2014 Bond Refunding Payments	(726 753)	(27 291)	(739 734)
	(120,100)	(21,201)	(100,101)
Balance	\$ 81 511	\$ 10.282	\$ 369 938
Bulanoo	• • • • • • •	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •
County Appraiser & Tax Collector Fee	(27 170)	(526)	(13 676)
Discounts For Early Payments	(54.341)	(020)	(47.359)
	(0.,01.)		(,)
Excess/ (Shortfall)	\$ -	\$ 9.756	\$ 308.903
Carryover From Prior Year	0	0	0
Net Excess/ (Shortfall)	\$ -	\$ 9,756	\$ 308,903

Bank Balance As Of 7/31/22	\$ 793,080.92
Accounts Payable As Of 7/31/22	\$ 42,709.32
Accounts Receivable As Of 7/31/22	\$ 1,200.00
Other Assets As Of 7/31/22	\$ 100.00
Reserve For Roads Maintenance As Of 7/31/22	\$ 171,000.00
Reserve For Stormwater Drainage As Of 7/31/22	\$ 20,500.00
Reserve For Pipe Repairs Project As Of 7/31/22	\$ 70,000.00
Available Funds As Of 7/31/22	\$ 490,171.60

#### CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT MONTHLY FINANCIAL REPORT JULY 2022

			Year
	Annual		To Date
	Budget	Actual	Actual
	10/1/21 - 9/30/22	Jul-22	10/1/21 - 7/31/22
MAINTENANCE EXPENDITURES			
Contingency/Reserve	30,000	0	14,729
Lakes Maintenance	10,000	595	5,950
Roads Maintenance/Reserve	47,500	0	7,970
Stormwater Drainage/Reserve	17,575	0	0
Stormwater Drainage System Pipe Repairs Project	65,000	0	64,266
Field Operations	3,600	1,000	5,100
Walls & Wall Fountain Maintenance	25,000	425	14,974
Sidewalk Maintenance/Repairs	15,000	0	6,336
Engineering/Inspections	7,000	7,889	47,343
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	1,531	18,164
Lake Bank Erosion Restoration Project	0	0	10,000
TOTAL MAINTENANCE EXPENDITURES	\$ 520,675	\$ 11,440	\$ 240,982

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

#	ID#	PAYMENT FROM	DATE	PAYMENT FROM	M Tax Collect Receipte		Interest Received	с	Commissions Paid		Discount		Admin Assessment Income (Before Net From Tax Collector Fees)		Net From Tax Collector		Net From Tax Collector		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before Discounts & Fees)		Admin Assessment Income (Before From Tax Discounts & Illector Fees)		Maint Assessment Income (Before Discounts & Fees)	A	Debt ssessment Income (Before iscounts & Fees)	A: Di	Admin ssessment Income (After scounts & Fees)	As Di	Maint sessment Income (After scounts & Fees)	4	Debt Assessment Income (After Discounts & Fees)	As	Debt sessment Paid to Trustee
												\$	1,411,734	\$	\$ 87,614		\$ 87,614		\$ 87,614		\$ 87,614		\$ 87,614		\$ 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	\$ 2	62,041.25	\$	367,693.00	\$ 3	67,693.00																																																																										
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	\$ 1	10,939.05																																																																										
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	2 Miami-Dade Tax Collector	04/27/22	Interest			\$ 17.86	;				\$	17.86	\$	17.86					\$	17.86					\$	-																																																																										
11	1 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	2 10	Miami-Dade Tax Collector	06/07/22	NAV Taxes/Interest	\$	14,904.84	\$ 453.35	\$	(153.58)			\$	15,204.61	\$	1,378.34	\$	5,817.20	\$	8,162.65	\$	1,364.51	\$	5,759.05	\$	8,081.05	\$	8,081.05																																																																										
13	3 11	Miami-Dade Tax Collector	07/05/22	NAV Taxes/Interest (TC)	\$	47,594.79	\$ 2,141.76	; \$	(497.37)			\$	49,239.18	\$	5,095.45	\$	18,575.80	\$	26,065.30	\$	5,044.48	\$	18,390.05	\$	25,804.65	\$	25,804.65																																																																										
14	4 D -1	Miami-Dade Tax Collector	07/11/22	NAV Taxes/Interest	\$	2,737.39	\$ 82.12	2 \$	(28.20)			\$	2,791.31	\$	258.61	\$	1,059.90	\$	1,501.00	\$	256.01	\$	1,049.30	\$	1,486.00	\$	1,486.00																																																																										
15	5											\$	-													\$	-																																																																										
16	3											\$	-													\$	-																																																																										
17	7											\$	-																																																																																								
18	3											\$	-																																																																																								
1					\$	1,411,741.39	\$ 3,241.11	\$	(13.675.63)	\$	(47,359.16)	\$	1.353.947.71	\$	90.860.10	\$	550.980.15	\$	773,142.25	\$	87,041.71	\$ 5	27,171.50	\$	739,734.50	\$ 7	39,734.50																																																																										

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.

\$ 1,411,741.39	
\$ 3,241.11	\$ 1,353,947.71
\$ (90,860.10)	\$ (87,041.71)
\$ (550,980.15)	\$ (527,171.50)
\$ (773,142.25)	\$ (739,734.50)
\$ -	\$ -

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

#### INTRODUCTION

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

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

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

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

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
  - o Private entities or citizens
  - o Federal government
  - o State government, including the Florida Department of Transportation (FDOT)
  - o Water Management Districts
  - o School districts
  - o State universities or Florida colleges

• Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.

• Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx.

• With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

#### GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

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

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

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

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

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

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

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

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

Links to Template Parts:
Background Information
Part 1
Part 2
Part 3
Part 4
Part 5
Part 6
Part 7
Part 8
Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts
5 and 6

n								
Please provide your contact and location information, then proceed to the template on the next sheet.								
overnment:	Cutler Cay Community Development District ("CDD")							
ater utility, if applicable:	N/A							
	Juan R. Alvarez, P.E.							
Title:	CDD Engineer							
dress:	Juan.Alvarez@Alvarezeng.com							
umber:	305-640-1345							
er Management District(s) in whi	ch your service area is located.							
Northwest Florida Water Mana	gement District (NWFWMD)							
Suwannee River Water Manage	ement District (SRWMD)							
St. Johns River Water Managen	nent District (SJRWMD)							
Southwest Florida Water Mana	gement District (SWFWMD)							
South Florida Water Manageme	ent District (SFWMD)							
	n ur contact and location informativernment: ater utility, if applicable: Title: dress: umber: er Management District(s) in whi Northwest Florida Water Manage Suwannee River Water Manager St. Johns River Water Manager Southwest Florida Water Manager							

#### Indicate the type of local government:

Municipality
County
Independent Special District

#### Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

#### Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

The strategy consists of a 5-year cyclical program for cleaning the storm sewers, exfiltration trenches, and control structures by servicing 20% of the drainage system each year for 100% completion on the fifth year. Water quality of the receiving lakes is checked periodically and lake banks are mowed. The stormwater program is funded by non-ad-valorem assessments levied on the properties within the CDD. Yearly collection of the assessments is through the County tax bill.

On a sca	le of 1 to	o 5, with	5 being t	the highe	est, plea	se indicate the importance of each of the following goals for your program:
0	1	2	3	4	5	
						Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
					$\checkmark$	Water quality improvement (TMDL Process/BMAPs/other)
	$\checkmark$					Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:

#### Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.								
<ul> <li>Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?</li> </ul>	No							
If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:								
Does your jurisdiction have a dedicated stormwater utility?								
If no, do you have another funding mechanism?	No							
If yes, please describe your funding mechanism.								
The stormwater program is funded by non-ad-valorem assessments levied on the prop CDD. Yearly collection of the assessments is through the County tax bill.	erties within the							
<ul> <li>Does your jurisdiction have a Stormwater Master Plan or Plans?</li> </ul>	Yes							
If Yes:								
How many years does the plan(s) cover?	5							
Are there any unique features or limitations that are necessary to understand what the not address?	e plan does or does							
Νο								
Please provide a link to the most recently adopted version of the document (if it is pub	lished online):							
N/A								
Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?     Yes								
If Yes, does it include 100% of your facilities?								
If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?	If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?							

pur stormwater management program implement the following (answer Yes/No):	
A construction sediment and erosion control program for new construction (plans review	
and/or inspection)?	Yes
An illicit discharge inspection and elimination program?	No
A public education program?	No
A program to involve the public regarding stormwater issues?	No
A "housekeeping" program for managing stormwater associated with vehicle maintenance	
yards, chemical storage, fertilizer management, etc. ?	No
A stormwater ordinance compliance program ( <i>i.e.</i> , for low phosphorus fertilizer)?	No
Water quality or stream gage monitoring?	Yes
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc. )?	No
A system for managing stormwater complaints?	Yes
Other specific activities?	

Notes or Comments on any of the above:

CDD Manager responsibilities include documenting stormwater complaints from residents or issues observed by field personnel and referring them to the CDD Engineer for assessment and solution.

#### Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers	to the following questions regarding the operation and maintenance activities undertak	en by your
stormwater manageme	nt program.	
Does your juris	diction typically assume maintenance responsibility for stormwater systems associated	
<ul> <li>with new privation</li> </ul>	te development ( <i>i.e.</i> , systems that are dedicated to public ownership and/or operation	
upon completion	on)?	Yes
Notes or Comm	ients on the above:	
	The CDD operates and maintains systems located within parcels that are either owned	by the CDD, or that
	the CDD has an easement over them. The CDD does not maintain systems within the C	DD boundaries that
	have been conveyed to the County or to a municipality.	

	Yes
ebris and trash removal from pond skimmers, inlet grates, ditches, etc.?	Yes
nvasive plant management associated with stormwater infrastructure?	Yes
itch cleaning?	Yes
Sediment removal from the stormwater system (vactor trucks, other)?	Yes
Muck removal (dredging legacy pollutants from water bodies, canal, etc. )?	No
Street sweeping?	No
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc.	, No
Non-structural programs like public outreach and education?	No
Other specific routine activities?	

#### Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of
	Number	Measurement
Estimated feet or miles of buried culvert:	18,680.00	Feet
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the		
stormwater program:	0.00	
Estimated number of storage or treatment basins ( <i>i.e.</i> , wet or dry ponds):	4	
Estimated number of gross pollutant separators including engineered sediment traps such as baffle		
boxes, hydrodynamic separators, etc. :	10	
Number of chemical treatment systems (e.g., alum or polymer injection):	0	
Number of stormwater pump stations:	0	
Number of dynamic water level control structures (e.g., operable gates and weirs that control canal		
water levels):	0	
Number of stormwater treatment wetland systems:	0	
Other:		
		]
		]
Notes or Comments on any of the above:		-

N/A			

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

	Best Management Practice	Current	Planned
	Tree boxes	No	No
	Rain gardens	No	No
	Green roofs	No	No
	Pervious pavement/pavers	No	No
	Littoral zone plantings	No	No
	Living shorelines	No	No
Other Be	est Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

Asset management system
GIS program
MS4 permit application
Aerial photos
Past or ongoing budget investments
Water quality projects
Other(s):
Paving, Grading and Drainage Plans and CDD Records

#### Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government's population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district's boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Town of Cutler Bay

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

The current service area for the stormwater management program is the area of the CDD, 215.34 acres, and does not extend beyond the boundaries of the CDD.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.*, the expiration of an interlocal agreement, introduction of an independent special district, *etc.*).

The service area is not expected to change.

**Proceed to Part 5** 

#### Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template's service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, "services" means:

- 1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
- 2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects.

- 1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
- 2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
- 3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
- 4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project's capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

#### Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR's website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance	Expenditures (in \$thousands)					
	152 2024 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to	
	LFT 2021-2022	2026-27	2031-32	2036-37	2041-42	
Operation and Maintenance Costs	92	490	549	618	696	
Brief description of growth greater than 15% over any 5-year period:						

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#### Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, *etc*. Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, *etc.*, that have a direct stormwater component. The projected expenditures should reflect only those costs.

#### **Expansion Projects with a Committed Funding Source**

5.2.1 Flood Protection Expenditures (in \$thousands)					
Broject Name	157 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
	LFT 2021-2022	2026-27	2031-32	2036-37	2041-42
N/A					

5.2.2 Water Quality	Expenditures (in Sthousands)				
Project Name (or, if applicable, BMAP Project	157 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Number or ProjID)	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
N/A					

[•] If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

#### Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, *etc.* 

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

#### **Expansion Projects with No Identified Funding Source**

5.3.1 Flood Protection	Expenditures (in \$thousands)					
Project Name	LEV 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to	
Floject Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42	
N/A						

5.3.2 Water Quality	Expenditures (in \$thousands)					
Project Name (or, if applicable, BMAP Project	157 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to	
Number or ProjID)	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42	
N/A						

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).									
	itormwater Master Plan								
	Basin Studies or Engineering Reports       Adopted BMAP								
	Adopted Total Maximum Daily Load								
	Regional or Basin-specific Water Quality In	nprovement Plan or Restoration Plan							
	Specify:								
	Other(s):								

#### Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

<b>Resiliency Projects with a Com</b>	Expenditures (in \$thousands)						
Project Name	LEX 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to		
		2026-27	2031-32	2036-37	2041-42		
N/A							
Resiliency Projects with No Ide	entified Funding Source	Expe	enditures (in \$thou	isands)			
Draiget Name	157 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to		
Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42		
N/A							
	I		1		1		
Has a vulnerability assessment	been completed for your jurisdictio	n's storm water s	vstem?				
nas a ramerasinty assessment			,				

•	Has a vulnerability assessment been completed for your jurisdiction's storm water system?					
		If no, how many facilities have been assessed?		N/A		
•	Does your	jurisdiction have a long-range resiliency plan of 20 years	s or more?	No		
		If yes, please provide a link if available:				
		If no, is a planning effort currently underway?		No		

#### Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, *etc*. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

#### End of Useful Life Replacement Projects with a Committed Funding Source

	Expenditures (in \$thousands)								
Broject Name	157 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to				
	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42				
Lake Erosion Repair Project		300							

End of Useful Life Replacement Projects with No Identified Funding Source

	Expenditures (in \$thousands)							
Project Name	157 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to			
	LI I 2021-2022	2026-27	2031-32	2036-37	2041-42			
N/A								

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as "actual" expenditures.

Consistent with expenditure projections, the jurisdiction's actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR's interpretation of subparagraph 403.9302(3)(f), F.S., is that "capital account" refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

#### Routine O&M

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17	5,950	5,950					
2017-18	7,140	7,140					
2018-19	7,390	7,390					
2019-20	63,112	63,112					
2020-21	19,015	19,015					

#### Expansion

	Total	F	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		Contributions to Reserve Account	Balance of Reserve Account
2016-17	0							
2017-18	0							
2018-19	0							
2019-20	0							
2020-21	0							

Resiliency

	Total	F	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		Contributions to Reserve Account	Balance of Reserve Account
2016-17	0							
2017-18	0							
2018-19	0							
2019-20	0							
2020-21	0							

#### **Replacement of Aging Infrastructure**

	Total	F	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		Contributions to Reserve Account	Balance of Reserve Account
2016-17	0							
2017-18	0							
2018-19	0							
2019-20	0							
2020-21	0							

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to	2027-28 to	2032-33 to	2037-38 to
committee Funding Source	2026-27	2031-32	2036-37	2041-42
Maintenance	490	549	618	696
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	300	0	0	0
Total Committed Revenues (=Total Committed Projects)	790	549	618	696

No Identified Funding Source	2022-23 to	2027-28 to	2032-33 to	2037-38 to
No identified Funding Source	2026-27	2031-32	2036-37	2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Strategies for New Funding Sources	2026-27	2031-32	2036-37	2041-42
Total	0	0	0	0
		•		
Remaining Unfunded Needs	0	0	0	0

#### Additional Table Rows

Choose from the drop-down lists for Project Type and Funding Source Type, then fill in the project name and expenditure estimates. Rows that are highlighted RED are either missing information in a "Project & Type Information" column or have zero expenditures. Link to aggregated table to crosscheck category totals and uncategorized projects.

Project & Type Information		Expenditures (in \$thousands)					
Project Type	Funding Source Type	Droject Name	157 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFT 2021-2022	2026-27	2031-32	2036-37	2041-42

Project & Type Information			Expenditures (in \$thousands)				
Project Type	Funding Source Type	Project Name	157 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)		LFY 2021-2022	2026-27	2031-32	2036-37	2041-42

Project & Type Information		Expenditures (in \$thousands)					
Project Type	Funding Source Type	Project Name	157 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)		LFY 2021-2022	2026-27	2031-32	2036-37	2041-42

Project & Type Information			Expenditures (in \$thousands)				
Project Type	Funding Source Type	Project Name	157 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)		LFY 2021-2022	2026-27	2031-32	2036-37	2041-42

Project & Type Information		Expenditures (in \$thousands)					
Project Type	Funding Source Type	Project Name	157 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)		LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
Project & Type Information			Expenditures (in \$thousands)				
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Project Type	Funding Source Type	Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)			2026-27	2031-32	2036-37	2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
				2026-27	2031-32	2036-37	2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Total of Projects without Project Type and/or Funding Source Type			0	0	0	0	0



## **MEMORANDUM**

TO:	District Manager
FROM:	Billing, Cochran, Lyles, Mauro & Ramsey, P.A. District Counsel
DATE:	July 7, 2022
RE:	2022 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter 2022 – 220, Laws of Florida (HB 7055). The legislation prohibits state agencies and local governments from paying or otherwise complying with a ransomware incident and establishes penalties and fines for certain ransomware offenses against a government entity¹. The law provides that a ransomware offense is punishable as a first degree felony. The legislation further provides that an employee or contractor of a government entity, with access to the government entity's network, who willfully and knowingly aids or abets another in the commission of a ransomware offense against the government entity commits a felony of the first degree. The law defines the severity level of a cybersecurity incident in accordance with the National Cyber Incident Response Plan. State agencies and local governments must report all ransomware incidents and high severity level cybersecurity incidents to the Cybersecurity Operations Center and the Cybercrime Office within the Florida Department of Law Enforcement as soon as possible, but no later than 12 hours after the discovery of the incident. Local Governments must also report the incident to the local sheriff's office. The legislation requires state agency and local government employees to undergo certain cybersecurity training within 30 days of employment and annually thereafter. The law requires local governments to adopt cybersecurity standards that safeguard the local government's data, information technology (IT), and IT resources. Counties with a population less than 75,000 and municipalities with a population less than 25,000 must adopt the standards by January 1, 2025. The legislation expands the purpose of the Cybersecurity Advisory Council (CAC) to include advising local governments on cybersecurity and requires the CAC to examine reported cybersecurity and ransomware incidents to develop best practice recommendations. The effective date of this act is July 1, 2022.

**2.** Chapter 2022 – 221, Laws of Florida (HB 7057). The legislation provides a general public record exemption in ch. 119, F.S., for the following information held by an agency:

¹ The bill defines the term "government entity" to mean any official, officer, commission, board, authority, council, committee, or department of the executive, judicial, or legislative branch of state government; state universities; and any county or municipality, special district, water management district, and any other district in this state.

- Coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of IT systems, operational technology systems, or data of an agency.
- Information relating to critical infrastructure.
- Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents.
- Cybersecurity incident information reported pursuant to Sections 282.318 or 282.3185, F.S.

The law also creates a public meeting exemption for any portion of a meeting that would reveal confidential and exempt information; however, any portion of an exempt meeting must be recorded and transcribed. The recording and transcript are confidential and exempt from public record requirements. The legislation provides for release of the confidential and exempt information in certain instances and authorizes agencies to report information about cybersecurity incidents in an aggregate format. The law provides for repeal of the exemptions on October 2, 2027, unless reviewed and saved from repeal by the Legislature, and provides a public necessity statement as required by the Florida Constitution. The effective date of this act is July 1, 2022.

**3.** Chapter 2022 – 140, Laws of Florida (HB 7001). In 2018, the electorate of Florida amended the state constitution to prohibit lobbying by certain public officers both during public service and for a six-year period after leaving public office. This legislation implements the new constitutional public officer lobbying prohibitions. The prohibitions address lobbying on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision. It provides that the prohibitions apply to persons in public office on or after December 31, 2022. It authorizes the Commission on Ethics (Commission) to investigate and determine violations of the new prohibitions. The bill provides a range of penalties for violations and directs the Commission to report post-service lobbying violations and recommended punishment to the Governor for imposition of penalties. The prohibitions affect the following officers:

- Statewide elected officers;
- Members of the Legislature;
- County commissioners;
- Constitutional county officers and county charter officers;
- School board members;
- School superintendents;
- Elected municipal officers,
- Elected special district officers in special districts with ad valorem taxing authority; and
- Secretaries, executive directors, and other administrative heads of executive branch departments.

The effective date of this act is December 31, 2022.

4. Chapter 2022 – 97, Laws of Florida (HB 7071). The legislation provides for a number of tax reductions and other tax-related modifications designed to directly impact both families and businesses. Of interest to Special Districts is the provision that provides tax relief to parcel owners affected by a sudden and unforeseen collapse of a residential building. The law requires the tax collector to abate all taxes and non-ad valorem assessments for the year in which the destruction occurred, and the property appraiser must notify the owners of the abatement. The condition of the residential improvement on January 1 of the year the property was destroyed must have been in such a state that the residential improvement had no value due to a latent defect of the property not readily discernable by inspection. Parcel owners whose property tax is abated are not required to make a payment and property appraisers and tax collectors are prohibited from issuing tax notices. The legislation requires tax collectors to refund tax payments made for taxes levied in the year of collapse. The law requires value adjustment boards to dismiss petitions from parcel owners challenging the value of the parcel for the year of the collapse. The legislation also provides for the following sales tax holidays:

- Back to School July 25 to August 7
- Disaster Preparedness May 28 to June 10
- Energy Star Appliances September 1 to February 28
- Freedom Week² July 1 to July 7
- Tools used by Skilled Trade Workers September 3 to September 9
- Diapers July 1, 2022 to June 30, 2023
- Baby and Toddler Clothing July 1, 2022 to June 30, 2023
- Children's Books May 14 to August 14
- Impact resistant Windows and Doors July 1, 2022 to June 30, 2024

Section 197.3195, Florida Statutes, as created by this act, applies retroactively to January 1, 2021. The effective date of this legislation is July 1, 2022.

5. Chapter 2022 – 83, Laws of Florida (HB 1411). The legislation promotes the use of floating solar facilities by requiring local governments to allow these facilities as a permitted use under certain conditions and to amend its land development regulations to promote the use of floating solar. Floating solar is a concept that refers to any type of solar array that floats atop a body of water. The legislation defines "floating solar facility" as a solar facility, as defined in s. 163.3205(2), F.S., which is located on wastewater treatment ponds, abandoned limerock mine areas, stormwater treatment ponds, reclaimed water ponds, or other water storage reservoirs. Under the law, counties and municipalities may adopt ordinances specifying buffer and landscaping requirements for floating solar facilities, however, such requirements may not exceed the requirements for similar uses involving the construction of other solar facilities that are permitted uses in agricultural land use categories and zoning districts. The effective date of this legislation is July 1, 2022.

6. Chapter 2022 – 202, Laws of Florida (HB 967). The legislation requires the turfgrass science program at the University of Florida Institute of Food and Agricultural Sciences

 $^{^{2}}$  Specified admissions (live music events, live sporting events, movie theater tickets, gym access, entry to fairs and festivals, etc.) and items related to recreational activities.

(UF/IFAS), in coordination with the Department of Environmental Protection (DEP), to administer certification for golf course best management practices (BMPs) in order to provide a means of documenting and ensuring compliance with BMPs for fertilizer application to golf courses. The law requires UF/IFAS to provide training and testing certification programs and to issue certificates demonstrating completion of such programs. The certification expires four years after the date of issuance, and recertification is available if an applicant completes continuing education. Persons certified in golf course BMPs are exempt from additional local training and from local ordinances relating to water and fertilizer use, blackout periods, or restrictions unless a state of emergency is declared. The legislation encourages UF/IFAS to create a registry of persons certified on its website. The effective date of this legislation is July 1, 2022.

2022 – 103, Laws of Florida (HB 7049). The legislation gives a 7. Chapter governmental agency the option to publish its legal notices on the publicly accessible website of the county in which it lies instead of in a printed newspaper or on a newspaper's website if doing so would cost less than publishing legal notices in a newspaper. The law requires a special district spanning the geographic boundaries of more than one county and opting to publish legal notices on a publicly accessible website to publish its legal notices on the publicly accessible website of each county within its boundaries. A link to legal notices published on a publicly accessible website must be conspicuously placed on or accessible through a direct link from the (1) publicly accessible website's homepage; and (2) the homepage of the website of each governmental agency publishing legal notices online. A governmental agency publishing legal notices on a publicly accessible website must (1) give notice in a newspaper or in a mailed or delivered publication, at least annually, that property owners and residents may receive legal notices from the governmental agency by first-class mail or e-mail upon registering with the agency; and (2) maintain a registry of property owners and residents who request in writing to receive legal notices from the governmental agency by mail or e-mail. The effective date of this act is January 1, 2023.

**8.** Chapter 2022 – 216, Laws of Florida (HB 1057). The legislation provides that when an agency is determining whether a vendor is a responsible vendor, an agency may establish financial stability criteria and require a vendor to demonstrate its financial stability. If an agency requires a vendor to demonstrate its financial stability during the competitive solicitation process, the agency must accept any of the following documents as evidence of the vendor's financial stability:

- Audited financial statements that demonstrate the vendor's satisfaction of financial stability criteria.
- Documentation of an investment grade rating from a credit rating agency designated as a nationally recognized statistical rating organization by the Securities and Exchange Commission.
- For a vendor with annual revenues exceeding \$1 billion, a letter containing a written declaration issued by the chief financial officer or controller attesting that the vendor is financially stable and meets the definition of financial stability.
- For a vendor with annual revenues of \$1 billion or less, documentation, based on criteria established by the agency, evidencing that the vendor is financially stable and meets the definition of financial stability. The criteria established by the agency must be reasonably related to the value of the contract and may not include audited financial statements.

The law does not prohibit agencies from accepting additional documentation as evidence of financial stability and it does not preclude an agency from requiring a performance bond for the duration of the contract, when appropriate. The legislation defines the term "financial stability" to mean, at a minimum, having adequate income and capital and the capacity to efficiently allocate resources, assess and manage financial risks, and maintain financial soundness through the term of the contract. The legislation is effective upon becoming law.

9. Chapter 2022 - 190, Laws of Florida (SB 1062). The relevant portion of this legislation provides that service of process against any municipal corporation, agency, board, commission, department, subdivision of the state or any county that has a governing board, council, or commission or which is a body corporate must be served on the registered agent. However, if the entity does not have a registered agent, or if the registered agent cannot be served after one good faith attempt, the entity must be served:

- On the president, mayor, chair, or other head thereof, and in the absence of the aforementioned;
- On the vice president, vice mayor, or vice chair, and in the absence of the aforementioned;
- On any member of the governing board, council, or commission, the manager of the governmental entity, or an in-house attorney for the governmental entity, and in the absence of the aforementioned;
- On any employee of the governmental entity at the main office of the governmental entity.

The effective date of this legislation is January 2, 2023.

10. Chapter 2022 - 76, Laws of Florida (SB 882). The legislation requires each of the state's five regional water management districts (WMD), as part of its district water management plan and in cooperation with local governments, to develop a list of critical wetlands to be acquired using funds from the Land Acquisition Trust Fund. The WMD must consider the following criteria in designating a wetland for inclusion on the list:

- The ecological value of the wetland as determined by the physical and biological components of the environmental system;
- The effect of the wetland on water quality and flood mitigation;
- The ecosystem restoration value of the wetland; and
- The inherent susceptibility of the wetland to development due to its geographical location or natural aesthetics.

The law requires that before adopting or amending its list of critical wetlands, each WMD must notify property owners whose property the WMD is contemplating including on the list. A property owner who wishes to remove their property from the list must submit a letter to the WMD requesting such removal and sufficiently identifying the property. The WMD must approve the removal if those requirements are met. The effective date of this act is July 1, 2022.

**11. Chapter 2022 – 121, Laws of Florida (SB 518).** The legislation amends s. 163.045, F.S., to clarify that a local government may not burden a property owner's rights to prune, trim, or remove trees on his or her own residential property if the tree "poses an unacceptable risk" to

persons or property and the property owner possesses "documentation" from a landscape architect or certified arborist. A tree poses an "unacceptable risk" if removal is the only means of practically mitigating the risk below "moderate." The law also adds definitions for the terms "documentation" and "residential property." The definition for "documentation" requires that an onsite assessment be made in a certain manner by a specified type of certified arborist or architect. The bill defines "residential property" as a single-family detached building located on a lot that is actively used for single-family residential purposes. The effective date of this act is July 1, 2022.

12. Chapter 2022 – 89, Laws of Florida (HB 7053). To assist local governments in resilience planning, this legislation creates the Resilient Florida Grant Program (grant program), which authorizes the Department of Environmental Protection (DEP) to provide grants to a city or county to fund the costs of community resilience planning. In addition, the law directs DEP to develop an annual Statewide Flooding and Sea Level Rise Resilience Plan (plan), which consists of a list of ranked projects submitted by cities and counties that address risks posed by flooding and sea-level rise. With respect to the plan, the legislation requires DEP to rank and include in the plan all eligible projects that were submitted for the plan and to include a detailed narrative overview describing how the plan was developed. The bill authorizes special districts that are responsible for the management and maintenance of inlets and intracoastal waterways or for the operation and maintenance of a potable water facility, a wastewater facility, an airport, or a seaport facility to submit projects for inclusion in the plan. This act is effective July 1, 2022.

13. Chapter 2022 – 266, Laws of Florida (SB 4-C). This legislation dissolves all independent special districts established by a special act prior to the ratification of the Florida Constitution on November 5, 1968, if those districts have not been reestablished, re-ratified, or otherwise reconstituted by special act or general law after such date. Such special districts will be dissolved effective June 1, 2023. The following six districts appear to operate pursuant to a charter, which predates the 1968 Florida Constitution and was not reestablished, re-ratified, or otherwise reconstituted by a special act or general law after November 5, 1968:

- Bradford County Development Authority (Bradford County)
- Sunshine Water Control District (Broward County)
- Eastpoint Water and Sewer District (Franklin County)
- Hamilton County Development Authority (Hamilton County)
- Reedy Creek Improvement District (Orange and Osceola Counties)
- Marion County Law Library (Marion County)

The law allows an independent special district affected by the bill to be re-established on or after June 1, 2023, pursuant to the requirements and limitations of ch. 189 F.S. When there is a dissolution of a special district government, the special district transfers the title to all property owned by the preexisting special district to the local general-purpose government, either a county or municipality, which shall also assume all indebtedness of the preexisting special district. This act is effective July 1, 2022.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the

District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: http://laws.flrules.org/.