



**CUTLER CAY
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
MARCH 13, 2023
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, FL 33157
REGULAR BOARD MEETING
March 13, 2023
4:00 p.m.

- A. Call to Order**
- B. Proof of Publication.....Page 1**
- C. Establish Quorum**
- D. Additions or Deletions to Agenda**
- E. Comments from the Public for Items Not on the Agenda**
- F. Approval of Minutes**
1. December 7, 2022 Special Board Meeting Minutes.....Page 2
- G. New Business**
1. Consider Approval of District Counsel Request for Adjustment to Fee Structure.....Page 12
2. Consider Approval of District Engineer Request for Adjustment to Fee Structure.....Page 14
3. Ratify and Approve CO#1 for Fountain Installation.....Page 16
4. Ratify and Approve CO#2 for Fountain Installation.....Page 17
5. Consider Approval of Storm Drainage Cleaning Proposals.....Page 18
6. Ratify and Approve Turf Management Proposal.....Page 25
7. Consider Approval of HOA Request for Security Closures.....Page 26
8. Consider Approval of HOA Signage Request.....Page 29
9. Discussion Regarding the Funding for the Shoreline Restoration Project.....Page 31
10. Consider Approval of Speed Humps Project Proposals.....Page 32
11. Discussion Regarding FY 2023/2024 Budget.....Page 57
12. Consider Approval of Resolution No. 2023-01 – Revised FY 22/23 Meeting Schedule.....Page 58
13. Consider Approval of Landscape Lighting Repairs.....Page 61
14. Dib Residence Response Letter & Communications Regarding Overgrown Vegetation at
18798 SW 79th Ave.....Page 63
- H. Old Business**
1. Update from District Engineer on SAE Street Signage and Asphalt Repairs Project
2. Update from District Engineer on FP&L Street Lighting Project & Pending Smart Nodes Installation
3. Update from District Engineer on AV Electric Removal of Abandoned Street Lighting System
4. Update from District Engineer on Phase II Storm Drainage Pipe Replacements & Repairs Project
5. Update from District Engineer on Lake Bank Restoration Project
6. Update from District Engineer on Road Marking & Restoration of Sidewalk Detectable Warning Mats

I. Administrative Matters

1. Financial Update.....Page 72

J. Board Member and/or Staff Comments/Requests

K. Adjourn

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, 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 2022/2023 REGULAR MEETING SCHEDULE

in the XXXX Court,
was published in said newspaper by print in the issues of
and/or by publication on the newspaper's website, if
authorized, on

11/02/2022

Affiant further says that the newspaper complies with all
legal requirements for publication in chapter 50, Florida
Statutes.

Sworn to and subscribed before me this
2 day of NOVEMBER, A.D. 2022



(SEAL)

MARIA MESA personally known to me



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

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

November 14, 2022

January 9, 2023

March 13, 2023

May 15, 2023

August 14, 2023

September 11, 2023

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

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

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

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

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

CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT

www.cutlercaycdd.org

11/2

22-01/0000627925M

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
DECEMBER 7, 2022**

A. CALL TO ORDER

Mrs. Perez called to order the December 7, 2022, Special Board Meeting of the Cutler Cay Community Development District (the “District”) at 4:06 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 Special Board Meeting had been published in the *Miami Daily Business Review* on November 28, 2022, 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 and Supervisor Donna Fishbein (via phone), 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 Angel Camacho of Alvarez Engineers, Inc.

Also present was Leo Corradini and Miguel Reto of Landshore Enterprises, LLC., as well as

D. SEAT BOARD MEMBERS

Mrs. Perez advised, pursuant to the Miami-Dade County, Supervisor of Elections’ website, the following incumbents: Omar Fonte holding Seat #2 and Aileen Milian holding Seat #5 appear as Active-Unopposed for the four (4) year terms.

Mrs. Perez welcomed and seated the incumbents and New Board Member:

Seat #1 Leo Corradini newly elected to a 4-year term via the November 8, 2022, General Election process, which term expires in November 2026.

Seat #2 Omar Fonte (Qualified Active and Unopposed) to a 4-year term of office, which term expires in November 2026; and

Seat #5 Aileen Milian elected to a 4-year term via the November 3, 2020, 2022 General Election process, which term expires in November 2026.

E. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER RESPONSIBILITIES & DUTIES

Mrs. Perez, as Notary Public in the State of Florida, administered the Oath of Office. Supervisors were provided their Financial Disclosure Form-1 required for this year (2021 Form-1). Mrs. Perez provided

the newly elected Supervisors with information regarding “Government in the Sunshine Law”, public records and conflicts of interest, along with information on the workings and benefits of a CDD and the responsibilities and duties of Board Members. Key elements were reviewed by District Counsel.

F. ELECTION OF OFFICERS

Mrs. Perez stated that it would now be in order to elect the Officers of the District. She noted the roles of Armando Silva, Nancy Nguyen and herself regarding appointment to office and stated that nominations would be in order for Chairperson and Vice-Chair. She indicated that the remaining three Supervisors would be designated as Assistant Secretaries.

Supervisor Milian nominated Cristopher Musser for Chairperson and Omar Fonte for Vice Chair. A brief discussion ensued, and the following slate of officers was nominated:

- Chairperson – Chris Musser
- Vice Chairperson – Omar Fonte
- Assistant Secretary – Donna Fishbein
- Assistant Secretary – Aileen Milian
- Assistant Secretary – Leo Corradini
- Secretary/Treasurer – Gloria Perez
- Assistant Secretaries - Armando Silva and Nancy Nguyen (District Managers with Special District Services, Inc., in Mrs. Perez’s absence)

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Corradini and unanimously passed electing the Slate of Officers, as nominated.

G. ADDITIONS AND DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

I. APPROVAL OF MINUTES

1. November 14, 2022, Regular Board Meeting

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Musser and passed unanimously approving the minutes of the November 14, 2022, Regular Board Meeting, as presented.

G. LAKE BANK EROSION CONTROL SHORELINE RESTORATION PROJECT

1. Review Previously Presented Landshore Enterprises Engineering and Design for Erosion Control Shoreline Restoration Project Information of August 8, 2022

As a recap referring to the minutes of the August 8 2022, Board Meeting:

“The Landshore Enterprises Memo, Topographic and Bathymetric Survey, Soil Analysis, Detailed Cross Sections, Product Recommendation and Proposed Solution (Product Specifications, Installation Methods, and Quantities) were presented in the meeting book and Mr. Reto presented same, reviewing each item and addressing questions from the Board and members of the public.

Following are some of the key points that were mentioned:

- Safety measures/methods
- 75 year warranty for the proposed application
- Recommends conducting this work during the dry season
- Machine weight will provide sufficient compaction
- As part of the proposed method the existing clay mixture is to be replaced with an underlining of lime stone.
- To achieve a 4:1 Slope throughout
- Construction for the entire project is projected to take approximately 8 months

District Counsel provided an explanation as to the bid process requirements.

Pursuant to the Landshore recommendations:

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, but should be monitored over the next 4 to 6 years.

Priority Level 1: High (Sta 8+41 to Sta 43+67) consisting of approximately 3,505 linear feet of shoreline, to be restored with ShoreFlex®. *The cost for Priority Level 1 is estimated to be approximately \$600,000. Mr. Reto noted that this project could be conducted in two (2) phases, should the Board want to break the project down over several years, and therefore both phases would take place in fiscal years 2023 and 2024. Should the Board do this work in two sections? Mr. Reto recommended that cross section 8 to 24 be addressed first.*

Priority Level 2: Medium (Sta 49+13 to Sta 58+15; and Sta 70+40 to 0+31) consisting of approximately 2,104 linear feet of shoreline, to be restored with ShoreFlex®. *The cost for Priority Level 2 is estimated to be approximately \$358,000 (at today's cost). Mr. Reto noted that this project could be conducted within three (3) years from now and therefore would take place in 2025*

Priority Level 3: Low (Sta 0+31 to 8+41; Sta 43+67 to 49+13; and Sta 58+15 to 70+40) consisting of approximately 2,541 linear feet of shoreline, to be monitored. *The cost for Priority Level 3 is estimated to be approximately \$432,000 (at today's cost). Mr. Reto noted that this project could be conducted within three (3) years from now and therefore would take place in 2026*

Mrs. Perez advised, pursuant to Landshore Enterprises' recommendations, the erosion project could be funded as follows: a onetime project by getting a loan for the total project cost, which is estimated to be approximately \$1.4 Million or by breaking the project down into four (4) phases and collecting the necessary funds in the upcoming corresponding yearly budgets. Mrs. Perez noted that she had reached out to Mr. Kessler, who assisted with the last bond process, regarding bond and loan options and stated that a special meeting could be scheduled wherein Mr. Kessler would make a presentation with options for the Board to consider.

Mr. Reto estimated, per the current rates, that he was using the amount of \$170 per linear foot. Therefore, if the Board were to address Priority Levels 1 and 2 first, it would be approximately 5,609 linear foot in the amount of \$953,530.

Alternate methods of application were discussed, such as grading and resurfacing of the lake banks and the District Engineer was directed to provide an opinion and to provide proposals for said alternate methods.”

Mr. Reto provided a handout consisting of Proposal #3981, revised 12/06/2022, in the amount of \$292,388 addressing Priority Level 1, Phase 1 and made a presentation for same, breaking up Priority Level 1 into two (2) phases and noting a 75-year warranty. This was followed by a Q&A period and discussion between Mr. Reto, Mr. Camacho, Ms. Wald and the Board Members.

2. Landshore Enterprises Engineering Presentation Regarding Alternate Application Methods

Mr. Reto provided a handout consisting of Proposal #3981, revised 12/06/2022, in the amount of \$292,388 addressing Priority Level 1, Phase 1 and made a presentation for same breaking up Priority Level 1 into two (2) phases and allowing for the District to start the work using the funds collected and allocated for same, noting a 75-year warranty. This was followed by a Q&A period and discussion between Mr. Reto, Mr. Camacho, Ms. Wald and the Board Members.

The proposal and projected project area were provide as handouts and have been attached hereto for recording purposes.

3. Discussion Regarding Funding the Shoreline Restoration Project

The Board referred to the minutes of the November 14, 2022, Regular Meeting.

Ms. Wald provided clarification as to the funding options that were available and went over bonds, loans, etc.

A lengthy discussion ensued and the Board weighed the different options.

4. How to Proceed with Erosion Control Shoreline Restoration Project

Mr. Reto stated that he believed that availability to start would likely be as soon as the end of February 2023 or early March 2023.

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Corradini and passed unanimously approving Landshore Enterprises Proposal #3981, revised on 12/06/2022, in the amount of \$292,388 addressing Lake 1, Priority Level 1, Phase 1.; further authorizing Alvarez Engineering to prepare the AIA Contract for review by District Counsel prior to finalization and that the agreement will include start and finish dates and a notice of commencement.

5. Consider Alvarez Engineers' Proposal to Oversee Lake Bank Restoration Project

The Alvarez Engineers' proposal to oversee the Lake Bank Restoration Project dated July 25, 2022, in the amount of \$6,000 was presented for consideration. Mr. Alvarez asked that Mrs. Perez clarify that this cost is to oversee one project. In other words, if the Board elects to break the project down into phases, then additional costs per project phase would need to be considered.

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously approving the Alvarez Engineers' proposal to oversee the Lake Bank Restoration Project dated July 25, 2022, in the amount of \$6,000.

K. NEW BUSINESS

1. Discussion Regarding Road Marking and Restoration of Sidewalk Detectable Warning Mats

Mr. Camacho noted that eleven (11) locations had been identified as needing to be addressed and the Board asked that he gather pricing for same.

L. OLD BUSINESS

1. Update on FP&L Project

A final walk through has been scheduled for December 15, 2022.

Mr. Fonte asked that fixtures be corrected at the main entrance center island and at the south entrance by FPL, also addressing the issues with the pavement at the south entrance as well.

2. Update on Lake Fountain Project

Mrs. Perez advised the Board that the electrical permits were in process of issuance and that the fountain panel had already been provided to the electrician.

M. BOARD MEMBER/STAFF COMMENTS/REQUESTS

Ms. Wald provided an update regarding the overgrown vegetation that had been reported on behalf of the homeowner at a previous meeting and via email to the District. Ms. Wald advised that the District only owned the wall and therefore it was not the District's responsibility to maintain the landscaping, but rather it was the responsibility of the property owner to do so. Ms. Wald indicated that communication was sent to the homeowner's legal counsel, included the HOA, who enforces the landscaping maintenance, and requested that they provide assistance regarding the homeowner's responsibilities with regard to landscaping matters.

N. ADJOURNMENT

There being no further business to come before the Board, a **MOTION** was made by Supervisor Musser, seconded by Supervisor Fonte and passed unanimously adjourning the meeting at 5:15 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairman/Vice Chair



Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental engineering, Erosion control, Construction management
d/b/a Erosion Restoration, LLC*

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

ESTIMATE #3982

Revised Date: 12/6/2022

Project: Lake Shoreline Restoration for Cutler Cay CDD - Priority 1_Phase 2

JOB SCOPE

Landshore® to perform work as described in the Erosion and Sedimentation Control Plan for Lake 1_Cutler Cay CDD, dated June 29, 2022, for Priority Level 1_Phase 2.

ITEMIZED ESTIMATE: TIME AND MATERIALS

<u>Section</u>	<u>Description</u>	<u>Units</u>	<u>Estimated Quantities</u>	<u>Total</u>
Priority	Mobilization / General preparation	EA	1	
Level 1	Maintenance of Traffic	EA	1	
Phase 2	Clearing and Grubbing	EA	1	
	Installation and maintenance of stormwater pollution prevention measures	EA	1	
	Earthwork			
	Regular Excavation	CY	189	
	Embankment (Fill)	CY	391	
	Installation of Concrete Block Erosion Control Mat			
	Concrete Block Mat with Soil Anchors	SY	1,549	
	Non-Woven Geotextile	SY	1,549	
	Turf Reinforcement Mat - C125 Coconut	SY	1,549	
	Sod (St. Augustine)	SY	1,987	
	Demobilization	EA	1	
TOTAL JOB COST				\$318,582.00

Excluding any permit fees and fees for a payment and performance bond, if any.



Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental engineering, Erosion control, Construction management
d/b/a Erosion Restoration, LLC*

PAYMENT SCHEDULE

Landshore® Enterprises' payment policy is as follows:

- 5% Booking Date
- 20% Mobilization Date
- 65% Progress billing based on LF completed
- 10% Completion of project

****Invoice is due upon receipt****

SPECIAL CONDITIONS

1. Landshore® is not responsible for damage to utilities outside of easement along shoreline if as-built drawings or locations are not provided by the Client.
2. Landshore® reserves the right to change this estimate unless an agreement is reached within 45 days of the original estimate date.
3. At this time, staging areas and site access has not been defined by Client. Therefore, any damages caused to access (curbing, sidewalk, road, etc.) are not included in this estimate.
4. Landshore® is not responsible for any damages to the work by any natural disaster.
5. Following sod installation, any sod maintenance activities, such as watering, is to be administered by Owner(s).
6. If there are 4" storm drainage pipes at shoreline edge, Landshore® will extend the pipes for no additional cost. Any other size will be determined as needed.
7. **All information provided by Landshore® is to be shared only with the Owner(s) and those with authority to make decisions on behalf of the Owner(s). This information is by no means to be shared to solicit competing entities.**
8. **The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines. Unless specifically hired to obtain all necessary permits - Landshore® will not be liable for any construction or design issues, violations, fines or claims received due to nonconformance and noncompliance to standards or absence of permits (submittal of permit application does not guarantee the approval, additional services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).**

This proposal is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

Client's Representative Signature

Date

Landshore® Enterprises Representative Signature

Date



Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental engineering, Erosion control, Construction management
d/b/a Erosion Restoration, LLC*

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

PROPOSAL #3981

Revised Date: 12/6/2022

Project: Lake Shoreline Restoration for Cutler Cay CDD - Priority 1_Phase 1

JOB SCOPE

Landshore® to perform work as described in the Erosion and Sedimentation Control Plan for Lake 1_Cutler Cay CDD, dated June 29, 2022, for Priority Level 1_Phase 1.

ITEMIZED ESTIMATE: TIME AND MATERIALS

<u>Section</u>	<u>Description</u>	<u>Units</u>	<u>Estimated Quantities</u>	<u>Total</u>
Priority	Mobilization / General preparation	EA	1	
Level 1	Maintenance of Traffic	EA	1	
Phase 1	Clearing and Grubbing	EA	1	
	Installation and maintenance of stormwater pollution prevention measures	EA	1	
	Earthwork			
	Regular Excavation	CY	191	
	Embankment (Fill)	CY	395	
	Installation of Concrete Block Erosion Control Mat			
	Concrete Block Mat with Soil Anchors	SY	1,567	
	Non-Woven Geotextile	SY	1,567	
	Turf Reinforcement Mat - C125 Coconut	SY	1,567	
	Sod (St. Augustine)	SY	2,007	
	Demobilization	EA	1	
TOTAL JOB COST				\$292,388.00

Excluding any permit fees and fees for a payment and performance bond, if any.



Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental engineering, Erosion control, Construction management
d/b/a Erosion Restoration, LLC*

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- 5% Booking Date
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****Invoice is due upon receipt****

SPECIAL CONDITIONS

1. Landshore® is not responsible for damage to utilities outside of easement along shoreline if as-built drawings or locations are not provided by the Client.
2. Landshore® reserves the right to change this estimate unless an agreement is reached within 45 days of the original estimate date.
3. At this time, staging areas and site access has not been defined by Client. Therefore, any damages caused to access (curbing, sidewalk, road, etc.) are not included in this estimate.
4. Landshore® is not responsible for any damages to the work by any natural disaster.
5. Following sod installation, any sod maintenance activities, such as watering, is to be administered by Owner(s).
6. If there are 4" storm drainage pipes at shoreline edge, Landshore® will extend the pipes for no additional cost. Any other size will be determined as needed.
7. **All information provided by Landshore® is to be shared only with the Owner(s) and those with authority to make decisions on behalf of the Owner(s). This information is by no means to be shared to solicit competing entities.**
8. **The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines. Unless specifically hired to obtain all necessary permits - Landshore® will not be liable for any construction or design issues, violations, fines or claims received due to nonconformance and noncompliance to standards or absence of permits (submittal of permit application does not guarantee the approval, additional services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).**

This proposal is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

Client's Representative Signature

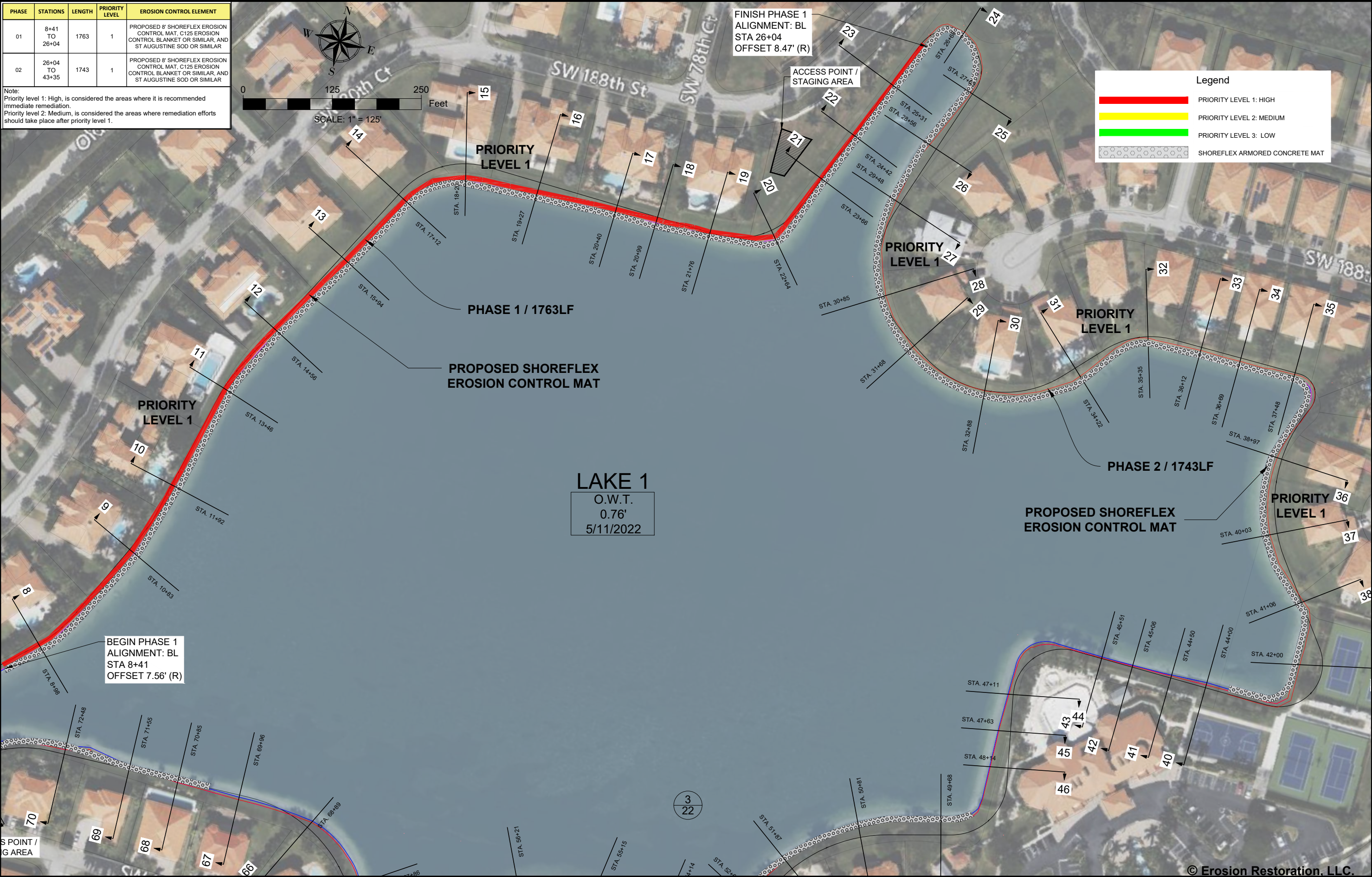
Date

Landshore® Enterprises Representative Signature

Date

PHASE	STATIONS	LENGTH	PRIORITY LEVEL	EROSION CONTROL ELEMENT
01	8+41 TO 26+04	1763	1	PROPOSED 8" SHOREFLEX EROSION CONTROL MAT, C125 EROSION CONTROL BLANKET OR SIMILAR, AND ST AUGUSTINE SOD OR SIMILAR
02	26+04 TO 43+35	1743	1	PROPOSED 8" SHOREFLEX EROSION CONTROL MAT, C125 EROSION CONTROL BLANKET OR SIMILAR, AND ST AUGUSTINE SOD OR SIMILAR

Note:
 Priority level 1: High, is considered the areas where it is recommended immediate remediation.
 Priority level 2: Medium, is considered the areas where remediation efforts should take place after priority level 1.



DATE	BY	DESCRIPTION

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

Landshore Enterprises, LLC
 Environmental Engineering, Erosion Control & Construction Management
 d/b/a Erosion Restoration, LLC
 "Your Shoreline Protection Specialists"

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

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

EROSION CONTROL ELEMENT
PLAN- PHASE 1

PROJECT NO.	SHEET	OF
2022-043	1	1
DRAWN BY:	DATE:	SCALE:
NV	12/12/2022	1" = 125'

LAW OFFICES

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

ESTABLISHED 1977

DENNIS E. LYLES
JOHN W. MAURO
KENNETH W. MORGAN, JR.
RICHARD T. WOULFE
CAROL J. HEALY GLASGOW
MICHAEL J. PAWELCZYK
ANDREW A. RIEF
MANUEL R. COMRAS
GINGER E. WALD
JEFFERY R. LAWLEY
SCOTT C. COCHRAN
SHAWN B. MCKAMEY
ALINE O. MARCANTONIO
JOHN C. WEBBER

LAS OLAS SQUARE, SUITE 600
515 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 764-7150
(954) 764-7279 FAX

PGA NATIONAL OFFICE CENTER
300 AVENUE OF THE CHAMPIONS, SUITE 270
PALM BEACH GARDENS, FLORIDA 33418
(561) 659-5970
(561) 659-6173 FAX

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

CHRISTINE A. BROWN
GREGORY F. GEORGE
BRAD J. KIMBER

OF COUNSEL

CLARK J. COCHRAN, JR.
SUSAN F. DELEGAL
SHIRLEY A. DELUNA
GERALD L. KNIGHT
BRUCE M. RAMSEY

STEVEN F. BILLING (1947-1998)
HAYWARD D. GAY (1943-2007)

February 6, 2023

VIA E-MAIL ONLY– gperez@sdsinc.org

Ms. Gloria Perez
District Manager
Special District Services, Inc.
Kendall Office Center
8785 SW 165th Avenue, #200
Miami, FL 33193

**Re: Adjustment to District Counsel Fee Structure
Cutler Cay Community Development District
Our File: 518.02478**

Dear Gloria:

This firm's current fee structure has been in place since 2003. Although we are certainly mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for us to adjust our hourly rates effective May 1, 2023, as follows:

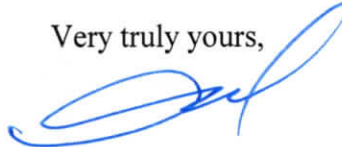
- Attorneys/Partners: \$275.00 per hour
- Attorneys/Associates: \$225.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor. The CPI has reflected a 61.9% increase since the year 2003 and we have not raised our fees during that time.

Ms. Gloria Perez
February 6, 2023
Page 2

Naturally, should you have any questions or require any further information in support of this adjustment you should feel free to contact me at your convenience. As I think you are aware, we very much appreciate the opportunity to serve as District Counsel as well as your courtesy and cooperation with regard to the necessity of what we believe to be both infrequent and reasonable adjustments to our schedule of professional fees.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Ginger E. Wald', with a large, stylized loop at the end.

Ginger E. Wald
For the Firm

GEW/jmp



8935 NW 35 Lane, Suite 101 Doral, FL 33172
Tel (305) 640-1345
Email Alvarez@AlvarezEng.com
Website www.alvarezeng.com

February 16, 2023

Board of Supervisors
Cutler Cay Community Development District
Attn: District Manager Gloria Perez
Special District Services, Inc.
2501 Burns Road
Palm Beach Gardens, FL 33410

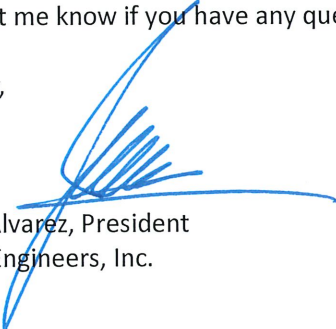
Reference: Cutler Cay Community Development District
Alvarez Engineers Personnel Billing Rates
Via: Email Only: gperez@sdsinc.org

Dear Board of Supervisors,

In accordance with the terms of the Engineering Agreement, dated August 2, 2010 between Alvarez Engineers, Inc. and the CDD, I would like to respectfully request the Board of Supervisors to consider updating our hourly personnel billing rates and staff classifications to our proposed 2023 rates as shown in the attached table. Our rates were last revised and approved by the Board via motion on July 18, 2016.

Please let me know if you have any questions or if you would like to discuss this further.

Sincerely,



Juan R. Alvarez, President
Alvarez Engineers, Inc.

Cutler Cay CDD			
Current 2016 Rates		Proposed 2023 Rates	
Principal	\$ 200.00	Principal	\$ 220.00
Chief Engineer			
Senior Engineer	\$ 170.00	Senior Engineer	\$ 185.00
Senior Project Engineer			
Project Manager	\$ 150.00	Engineer 2	\$ 160.00
Project Engineer	\$ 130.00	Engineer 1	\$ 140.00
		Electrical Engineer	\$ 135.00
Engineer	\$ 125.00	Engineer Intern	\$ 130.00
CADD	\$ 95.00	Senior Designer	\$ 110.00
		CADD/Computer Technician	\$ 100.00
		Senior Engineering Technician	\$ 95.00
Engineering Technician	\$ 85.00	Engineering Technician	\$ 90.00
Senior Administrative	\$ 80.00	Senior Administrative	\$ 95.00
Administrative	\$ 50.00	Administrative	\$ 60.00

Staff Classification

Principal
Senior Engineer
Engineer 2
Engineer 1
Electrical Engineer
Engineer Intern
Senior Designer
CADD/Computer Technician
Senior Engineering Technician
Engineering Technician
Senior Administrative
Administrative

Definition

Professional Engineer with 20+ years of post registration experience
Professional Engineer with 10+ years of post registration experience
Professional Engineer with 5+ years of post registration experience
Professional Engineer with 0+ years of post registration experience
Electrical Engineer with 2+ years of post-graduate experience
Entry level with engineering degree; Engineering Intern License
15+ years of design experience, non-registered
Design and Drafting with 1+ year of experience
5+ years of experience
Entry level, with 0-4 years of experience
Degreed executive assistant with 8+ years of experience
Secretary / Clerical



First Choice Electrical of Miami, Corp.
7401 NW 7th Street, Unit 3
Miami, FL 33126
Office: (786) 315-8688 / (786) 587-5693

Proposal No. 2023-009
January 11, 2023

Cutler Cay Community Development District.

RE: Fountain Installation. (**Change Order**)

We will supply labor and materials to install a new Buck & Boost Step-Up transformer to modify the existing 208-volt to 230-volt as per new motor specification requirements.

New device will be install & connect it between main panel to the fountain controller.

Notes:

1. Proposal expired in 30 days.
2. Work will be performed in regular hours.

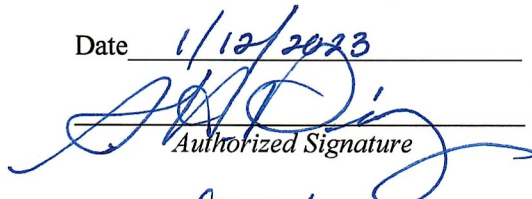
Thank you for this opportunity. Should you have any questions please feel free to call me.

We propose to furnish labor and materials complete, in accordance with the above specifications and subject to conditions stated herein, for the sum of:

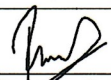
-----\$960.00-----

We sincerely hope our quote is competitive and that we will work for you on this project.

Date 1/12/2023


Authorized Signature

Date Jan 12, 2022


First Choice Electrical of Miami, Corp.
Rolando Bouza (Rolly)
EC-13009670

*CO #1 appeared
not to exceed 960.00
Pursuant to the terms of agreement
dated Nov. 22, 2022*



First Choice Electrical of Miami, Corp.
7401 NW 7th Street, Unit 3
Miami, FL 33126
Office: (786) 315-8688 / (786) 587-5693

Proposal No. 2023-011
January 19, 2023

Cutler Cay Community Development District.

RE: Fountain Installation. (2-inch PVC conduit damaged) (**Change Order #2**)

We will supply labor and materials to perform the following scope of work:

1. Open an underground access where the 2-inch PVC conduit is damaged and replace the damaged part of the conduit.
2. Repair and extend the 2-inch PVC underground conduit to the lake as per CODE required.
3. Install the new cord inside the 2-inch conduit after the repairs.
4. Splice new cord to the existing wires on the junction box.
5. Check voltage and load to the new fountain.

Notes:

1. Proposal expired in 30 days.
2. Work will be performed in regular hours.
3. Any additional work will be a Change Order.

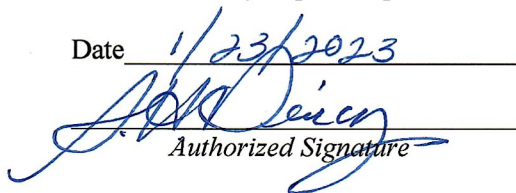
Thank you for this opportunity. Should you have any questions please feel free to call me.

We propose to furnish labor and materials complete, in accordance with the above specifications and subject to conditions stated herein, for the sum of:

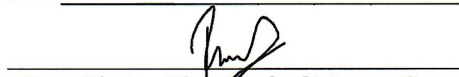
-----\$1,290.00-----

We sincerely hope our quote is competitive and that we will work for you on this project.

Date 1/23/2023


Authorized Signature

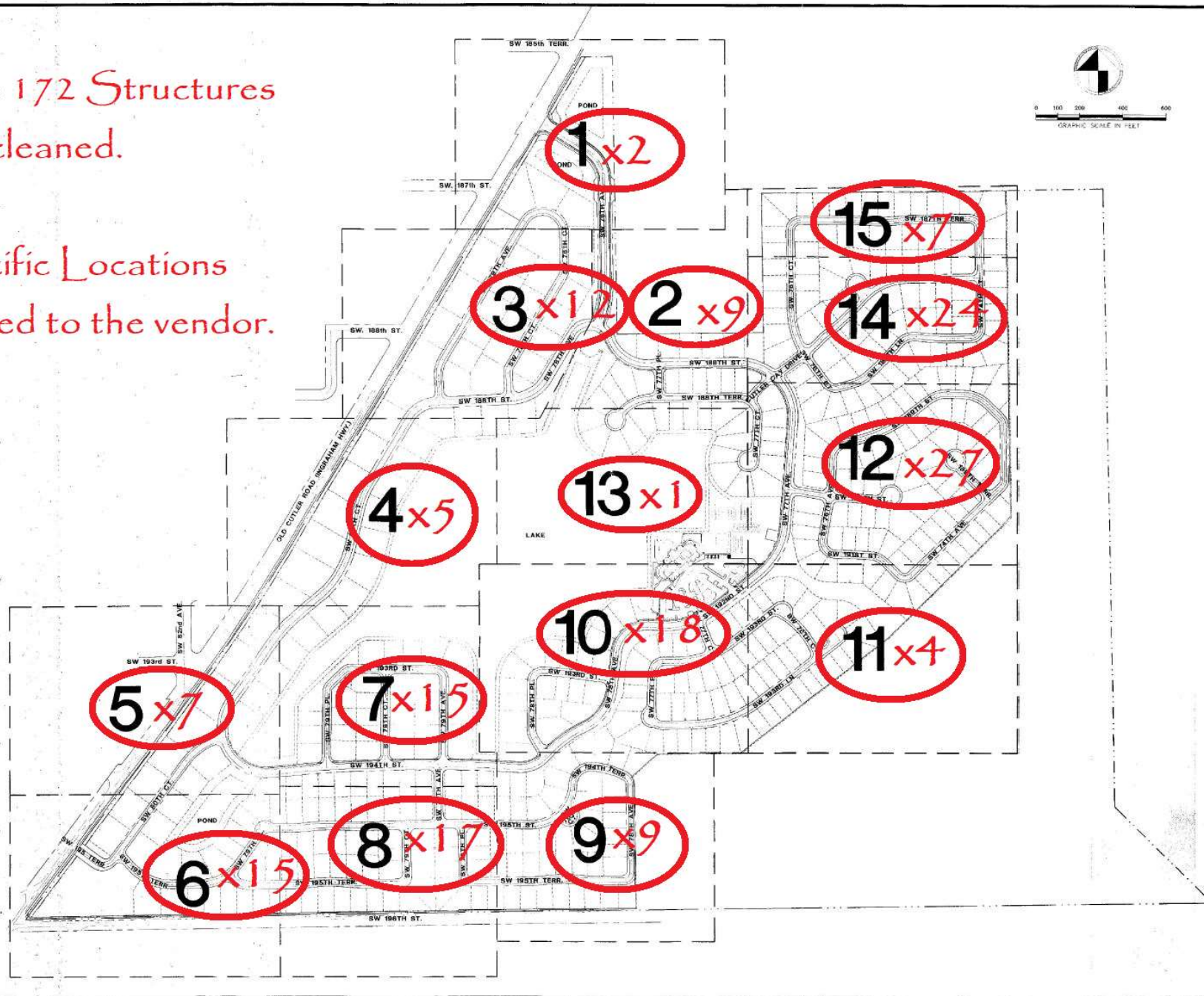
Date Jan 23, 2023


First Choice Electrical of Miami, Corp.
Rolando Bouza (Rolly)
EC-13009670

Cutler Cay CDD – Storm Drainage Cleaning		
Americlean	Express Drain and Sewer	Raptor Vac Systems
Perform the cleaning of the 172 storm drainage structures/catch basins (As per inspection performed by Field Operations in February 2023).		
Total Cost: \$18,920.00	Total Cost: \$21,800.00	Total Cost: \$17,600.00

Total: 172 Structures
to be cleaned.

*Specific Locations
provided to the vendor.





PO Box 560951 Miami, FL 33256 Phone (305) 270-3233 Fax (305) 259-4214

February 13, 2023

Cutler Cay
Old Cutler Road & SW 187 St
Cutler bay, FL 33189
ATTN: Ronald Galvis

STORM DRAIN CLEANING

172 Drainage Structures

Vacuum pump truck to remove debris from each drain and pit.
Pressure jet clean drains pit walls and bottom.
Remove debris from area.

All work is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Total Cost for Storm Drain System Cleaning: \$18,920.00

With payment to be made at: Terms: 30 Days.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Sincerely submitted,

Oscar Vines

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: _____ Date: _____

Note: Proposal may be withdrawn by us if not accepted within 90 days.



Express Drain and Sewer

2501 Burns Rd, A
Palm Beach Gardens, FL 33410

☎ (786) 503-1633
✉ rgalvis@sdsinc.org

ESTIMATE	#3454
ESTIMATE DATE	Feb 13, 2023
TOTAL	\$21,800.00

SERVICE ADDRESS

7755 SW 192nd St
Cutler Bay, FL 33157

CONTACT US

5801 Mayo St
Hollywood, FL 33023

☎ (954) 763-2520
✉ accounting@expressservicesfl.com

ESTIMATE

Services	qty	unit price	amount
----------	-----	------------	--------

Storm Drain Plans - Additional Storm Drain (30+)	172.0	\$125.00	\$21,500.00
Vacuum out storm drains located on the property.			

Express Drain will vacuum out all dirt and debris and pressure clean the basin. Express Drain will jet the lateral lines at no charge located within the basins that are accessible and do not have baffles. After completion of the job the debris will be dumped at the proper septage facility. This estimate includes the price for water for the jetting, travel time, fuel charges and dump fees.

Please note: After the system is cleaned and the lines are jetted, Express Drain cannot guarantee that the ground will percolate rain water during heavy and long down pours due to the fact that the drain field cannot handle large volumes of water. Also if there are roots in the lines and basins it will affect the ground handling large volumes of water.

Additional Flex Hose / truck (If required)	1.0	\$300.00	\$300.00
If additional hoses are required to reach basin not within 15ft of pavement an \$300/day charge will be applied for additional truck, hoses, and labor.			

Services subtotal: \$21,800.00

Subtotal	\$21,800.00
----------	-------------

Total	\$21,800.00
--------------	--------------------

Thank you for your business!



PROPOSAL

4122 NE 22nd Court, Homestead, FL 33033

Tel 786-694-0709

E-mail: operations@raptorvac.com

www.raptorvac.com

STORM DRAIN MAINTENANCE

PROPOSAL SUBMITTED TO: Cutler Cay CDD % SDS, Inc.	PROJECT NAME: Cutler Cay
BUSINESS ADDRESS: 2501A Burns Road Palm Beach Gardens, FL 33410	PROJECT LOCATION: 7755 SW 192nd St, Cutler Bay, FL 33157
CONTACT: Management - 561-630-4922	DATE: February 20, 2023

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

SCOPE OF WORK: Vac-Con sewer combination cleaner to clean one hundred and seventy six (176) storm drain structures as shown in maps provided by management. Clean grate, frame hinges and wash walls. Disposal at Miami Dade County Treatment Plant.

COST: We propose to conduct this work in accordance with the above Scope of Work for the sum of \$17,600.00

Seventeen Thousand Six Hundred Dollars and 00/100 Cents

TERMS: Net 30

COMPLETION TIME: 12 working days

See Next Page...

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

Accepted by:

Authorized Representative's Signature

Date of Acceptance



Proposal

12600 S.W. 125 Avenue, Miami, FL 33186
Phone: 305 255 7000 Fax: 305 255 1281

TO: Cutler Cay Community Development District	DATE: 2/3/23
ADDRESS: 2501 A Burns Road Palm Beach Gardens, Fl. 33410	JOB NAME: Light pole project
	JOB LOCATION: Cutler Cay
	PAGE: 1

We hereby submit specifications and estimates for:

We propose to prep all areas that were damaged during course of this project. We will removing existing weeds that have grown on damaged areas. We shall fill with soil where it is needed. Lastly we will install St. Augustine (Palmetto) sod throughout.

** As per engineer we shall leave a 5' x 5' unsodded for electrical box replacement. Sod to be filled in by others later.**

** Homeowners will be responsible to water sod in front of there properties since there is no irrigation. All common areas have irrigation that is managed by Brightview therefore Turf Management shall not be responsible for any grass that shall die due to lack of water.**

** Lastly some of the St. Augustine sod on this property has been infected with Sugarcane Mosaic Virus. This is a virus that is easily spread, therefore Turf Management shall not be responsible if any of this new sod gets infected.

Price includes removal and disposal of debris.

Our charge: \$17,120.00

Turf Management carries \$1,000,000 property liability insurance, vehicle insurance, and all workmen are covered under workers compensation.

We Propose hereby to furnish material and/or labor in accordance with above specifications, for the sum of:

Acceptance of Proposal

Signature _____

Date _____

By:

Fernando Toledo

For Turf Management

This Proposal becomes a Contract upon acceptance by both parties.

From: Laura Gavilan <lgavilan@kwpmc.com>
Sent: Friday, March 3, 2023 9:42 AM
To: Gloria Perez <gperez@sdsinc.org>
Cc: Ginger Wald <gwald@bclmr.com>; Juan Alvarez <Juan.Alvarez@AlvarezEng.com>
Subject: RE: [EXTERNAL] Re: Cutler Cay Security

Good morning Gloria;
I appreciate you looking into this, I look forward to hearing back if it is a possibility or not, so I can inform the community.

Laura Gavilan
Property Manager

Cutler Cay Homeowners Association
7755 SW 192 Street, Miami, FL 33157
Tel: 786-667-8724
Fax: 786-667-8728
Email: lgavilan@kwpmc.com
Community Website: <https://web.kw-ic.com/cutlercay/>



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2019-2021

2012-2022

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From: Gloria Perez <gperez@sdsinc.org>
Sent: Friday, March 3, 2023 9:40 AM
To: Laura Gavilan <lgavilan@kwpmc.com>

Cc: Ginger Wald <gwald@bclmr.com>; Juan Alvarez <Juan.Alvarez@AlvarezEng.com>

Subject: [EXTERNAL] Re: Cutler Cay Security

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 morning Laura,

I'm happy to bring any request you may have from the HOA to the District Board for review and consideration.

The District does run into some issues with gate systems and closing off areas to the public because it is a public entity.

Therefore, I've copied herein District Counsel to review the requests submitted in your email below and provide legal opinion on the same prior to bringing this request to the board.

I have also copied the District Engineer herein because if memory serves me correct the southern entrance is the entrance designated for emergency vehicle access to the community and therefore I think closing off that area may not be an option. Juan please advise.

Thanks and have a lovely weekend,
Gloria

Sent from my iPhone

On Mar 2, 2023, at 3:54 PM, Laura Gavilan <lgavilan@kwpmc.com> wrote:

Good afternoon Gloria;

In the last two months we have had two incidents of individuals coming into the community and checking vehicles and a few car thefts. At the Security Meeting today, residents brought up two options that they would like to see if they can be implemented, however these concern the CDD. The two recommendations were: first to allow the south gate to be closed from 11PM to 6 AM every night and the second was to see if pedestrian gates can be added to the main entrance where the two gazebos are on the sidewalk to deter anyone who is not a resident from coming into the community, they also suggested a fob system for the pedestrian gates as well if that would be a possibility. Thank you for your attention in this matter, I look forward to hearing from you.

Laura Gavilan
Property Manager

Cutler Cay Homeowners Association
7755 SW 192 Street, Miami, FL 33157
Tel: 786-667-8724
Fax: 786-667-8728
Email: lgavilan@kwpmc.com
Community Website: <https://web.kw-ic.com/cutlercay/>



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2019-2021



2012-2022

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From: [Gloria Perez](#)
To: [Esteban Morera](#); [Laura Gavilan](#); [Jake Marshall](#); [Eric Mendez](#); [Mike Widmer](#); [Francisco Alonso Mena](#); [Angel Camacho](#)
Cc: [Juan Alvarez](#); [Ronald Galvis](#); [Gabrielle Vitucci](#)
Subject: Fwd: Light-Out 19529 SW 80 CT and Signage Request
Date: Friday, January 13, 2023 5:29:12 PM
Attachments: [image001.png](#)
[Light Out.PNG](#)
[Light Out2.png](#)
[747.gif](#)

Good afternoon All,

Dear FPL team please address the light referenced in the email below.

As for the signage request, I will bring the request to the Boards attention during the upcoming meeting.

Wishing everyone a great weekend,
Gloria

Sent from my iPhone

Begin forwarded message:

From: Esteban Morera <emorera@kwpmc.com>
Date: January 13, 2023 at 4:26:49 PM EST
To: Gloria Perez <gperez@sdsinc.org>, Ronald Galvis <rGalvis@sdsinc.org>
Cc: Laura Gavilan <lgavilan@kwpmc.com>
Subject: Light-Out 19529 SW 80 CT and Signage Request

Good afternoon Gloria and Ronald

We want to bring to your attention the new lights installed at the corner of 19529 SW 80 CT, right near the exit of the community, which does not turn on at night. This need to be repaired urgently given its location at the rear entrance of this community. This week we had several trespassers enter the community over the old cutler wall, and through a resident's yard to commit thefts in the community. The suspects passed directly under this lamp – if working we might have been more able to better identify them, and the light may have deterred them from passing this way.

On a related note, the HOA has put up no trespassing signs up and down the exterior wall of 196th Street. The HOA would like to request permission from the CDD to have identical signs placed on the wall columns on Old Cutler Road. There are approximately 70 columns of which our security committee believes half, or less, can have signs added to further harden the exterior of the community from trespassers.

Look forward to hearing from you, have a great MLK weekend!

Sincerely,
Esteban Morera, **LCAM**
Assistant 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: emorera@kwpmc.com
<https://web.kw-ic.com/cutlercay/>

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Cutler Cay CDD

Proposed Loan Analysis

Loan Assumption

Proposed Loan Amount
Total Loan Payment
Estimated Interest Rate**
Term

\$1,750,000
\$140,425
5.00%
20

Assessment Allocation

<u>FF</u>	<u># of Units</u>	<u>Proposed Assessment</u> <u>Per Home</u>	<u>Current Assessment</u> <u>Per Home</u>	<u>Total Assessment</u> <u>Per Home</u>
60	180	\$268	\$1,384	\$1,652
75*	258	\$277	\$1,440	\$1,718
125	<u>67</u>	\$310	\$1,602	\$1,912
	505			

* One 75' unit prepaid the existing assessments and will only pay the new assessment.

** Estimated Rate. Interest rates are extremely volatile and until a term sheet is provided by a bank, the actual rate is unknown.

Cutler Cay CDD - Speed Humps Modification Project & Asphalt Repairs

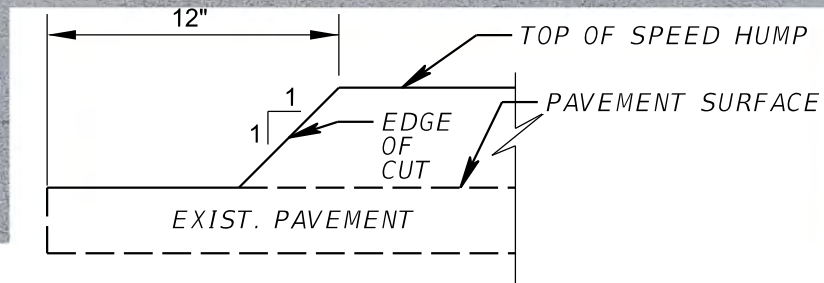
Arrow Asphalt	JD's Asphalt	Luxome Luxury Builders
<p>Sawcut and remove 12" of asphalt of each speed hump - 6 Locations, as per Alvarez Engineering Report and Detail (attached).</p> <p>Sawcut and remove damaged asphalt in 3 areas marked on Alvarez Engineering detail (attached). Pave said areas as per Engineer's provided specifications.</p>		
Total Cost: \$5,720.00	Total Cost: \$2,000.00	Total Cost: \$6,582.20
No Deposit Requested		Requires Deposit of \$3,949.50

*For detailed scope, please refer to the attached Alvarez Engineering detail.

CUTLER CAY CDD

SPEED HUMPS MODIFICATION

Prepared By: Alvarez Engineers, Inc.
8935 NW 35 Ln. Suite 101
Doral, Florida 33172
Tel.: (305) 640-1345
Fax: (305) 640-1346
Alvarez@AlvarezEng.com



SPEED HUMP REMOVAL DETAIL
(TYPICAL) (NTS)



Alvarez Engineers, Inc.

8935 N.W. 35th Lane, Suite 101
Miami, Florida 33172
Tel. (305) 640-1345 Fax (305) 640-1346

CUTLER CAY CDD SPEED HUMPS MODIFICATION

LOCATION: 02
7526 SW 188th Ln
Page 36

SHEET NO.
3
DATE:
10/10/2022





Alvarez Engineers, Inc.

8935 N.W. 35th Lane, Suite 101
Miami, Florida 33172
Tel. (305) 640-1345 Fax (305) 640-1346

**CUTLER CAY CDD
SPEED HUMPS MODIFICATION**

**LOCATION: 04
7967 SW 195 Ter**

SHEET NO.
5
DATE:
10/10/2022



Alvarez Engineers, Inc.

8935 N.W. 35th Lane, Suite 101
Miami, Florida 33172
Tel. (305) 640-1345 Fax (305) 640-1346

CUTLER CAY CDD
SPEED HUMPS MODIFICATION

LOCATION: 05
7979 SW 195 TER

SHEET NO.
6
DATE:
10/10/2022

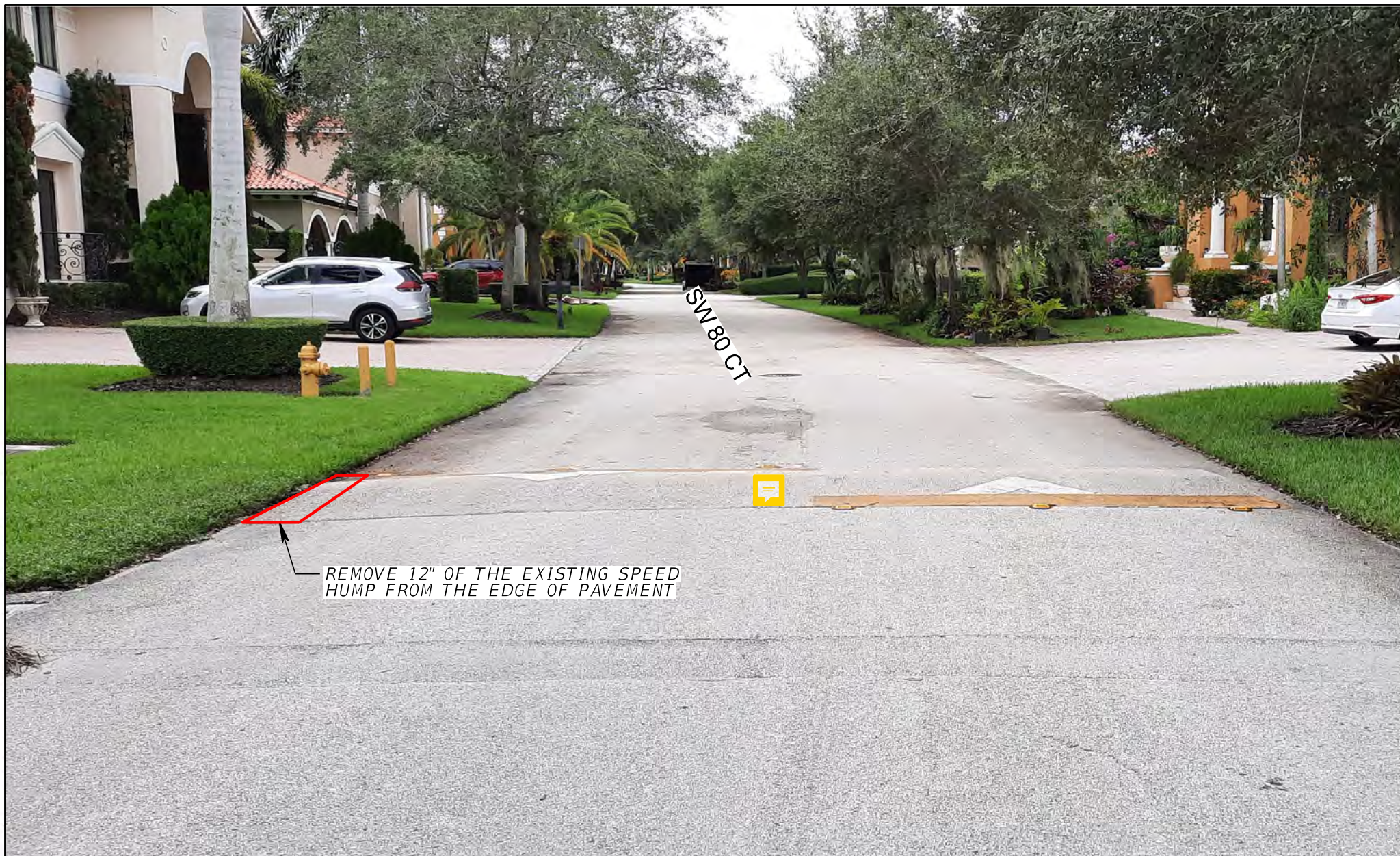
Page 39



SW 195 ST

REMOVE 12" OF THE EXISTING SPEED
HUMP FROM THE EDGE OF PAVEMENT

REMOVE 12" OF THE EXISTING SPEED
HUMP FROM THE EDGE OF PAVEMENT



Alvarez Engineers, Inc.

8935 N.W. 35th Lane, Suite 101
Miami, Florida 33172
Tel. (305) 640-1345 Fax (305) 640-1346

**CUTLER CAY CDD
SPEED HUMPS MODIFICATION**

**LOCATION: 07
19269 SW 80th Ave**

SHEET NO.
8
DATE:
10/10/2022



Alvarez Engineers, Inc.

8935 N.W. 35th Lane, Suite 101
Miami, Florida 33172
Tel. (305) 640-1345 Fax (305) 640-1346

**CUTLER CAY CDD
SPEED HUMPS MODIFICATION**

**LOCATION: 08
19528 SW 79th PL**

SHEET NO.
9
DATE:
10/10/2022



NOTE:

- SAWCUT 6" AROUND THE POT HOLE LEAVING STRAIGHT JOINT LINES.
- CLEAN THE HOLE REMOVING ANY LOOSE AGGREGATE.
- RE-INSTALL ASPHALT PAVEMENT IN MULTIPLE LIFTS, LEAVING THE SURFACE OF THE NEW ASPHALT SHOULD BE FLUSH WITH THE SURROUNDING PAVEMENT SURFACE.

Alvarez Engineers, Inc.

8935 N.W. 35th Lane, Suite 101
Miami, Florida 33172
Tel. (305) 640-1345 Fax (305) 640-1346

**CUTLER CAY CDD
SPEED HUMPS MODIFICATION**

**LOCATION: 9
7764 SW 193**

SHEET NO.

10

DATE:

10/10/2022



NOTE:

- SAWCUT 6" AROUND THE POT HOLE LEAVING STRAIGHT JOINT LINES.
- CLEAN THE HOLE REMOVING ANY LOOSE AGGREGATE.
- RE-INSTALL ASPHALT PAVEMENT IN MULTIPLE LIFTS, LEAVING THE SURFACE OF THE NEW ASPHALT SHOULD BE FLUSH WITH THE SURROUNDING PAVEMENT SURFACE.

Alvarez Engineers, Inc.

8935 N.W. 35th Lane, Suite 101
Miami, Florida 33172
Tel. (305) 640-1345 Fax (305) 640-1346

**CUTLER CAY CDD
SPEED HUMPS MODIFICATION**

**LOCATION: 10
7582 SW 191st Ave**

SHEET NO.
11
DATE:
10/10/2022



NOTE:

- SAWCUT 6" AROUND THE POT HOLE LEAVING STRAIGHT JOINT LINES.
- CLEAN THE HOLE REMOVING ANY LOOSE AGGREGATE.
- RE-INSTALL ASPHALT PAVEMENT IN MULTIPLE LIFTS, LEAVING THE SURFACE OF THE NEW ASPHALT SHOULD BE FLUSH WITH THE SURROUNDING PAVEMENT SURFACE.

Alvarez Engineers, Inc.

8935 N.W. 35th Lane, Suite 101
Miami, Florida 33172
Tel. (305) 640-1345 Fax (305) 640-1346

**CUTLER CAY CDD
SPEED HUMPS MODIFICATION**

**LOCATION: 11
7416 SW 188th Ave**

SHEET NO.
12
DATE:
10/10/2022

PROPOSAL

CTL# 13429

Arrow Asphalt & Engineering, Inc.

3050 N.W. 129th Street, Opa Locka, FL 33054
(305) 688-8686 Voice (305) 688-8484 Fax

PROPOSAL SUBMITTED TO:

Date: Friday, February 24, 2023

Client Information

Ronald Galvin
Cutler Cay CDD
2501 A Burns Rd
Palm Beach Gardens, FL 33410
(786) 503-1633 Email: rGalvis@sdsinc.org

Job Site Information

Cutler Cay CDD
Speed Hump Modification
7755 SW 192nd Street
Cutler Bay, FL 33157

We hereby submit specifications and estimates to perform work at the above job site:

1. Sawcut and remove 12" of asphalt of each speed hump. Load and dispose of debris. Per Alvarez Engineering, Inc. Report dated 12-6-2022
@\$500.00 each x 6 locations\$3,000.00

2. Sawcut and remove damaged asphalt in 3 areas marked on paper. Load and dispose of debris. Add limerock, grade and compact as necessary. Apply RC 70 tack coat. Pave damaged areas with 2" thick type S-3 hot plant mix asphalt. Compact new asphalt with 5 ton roller.
Approx. up to 350 SF.....\$2,500.00

3. 4% Fuel Charge.....\$220.00

Total: \$5,720.00

[Add cost of permit to total if required, any additional work will be an extra]

We hereby propose to furnish labor and materials to complete in accordance with the above specifications, for the sum of: Five Thousand Seven Hundred Twenty Dollars and 00/100 (\$5,700) with 50% deposit, and remaining balance payment due upon completion of job.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. We have reviewed the important Disclosures and have provided any special billing instructions on the reverse side. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

AUTHORIZED SIGNATURE:

Signature: _____

Arrow Asphalt & Engineering, Inc

Date: _____

IMPORTANT DISCLOSURES AND DESIGNATION OF SPECIAL BILLING INSTRUCTIONS

Disclosures:

- 1.) Bid does not include fees for permits, bonds, engineering stakes layouts, as-builds or densities. A fee of \$500.00 will be added if Arrow Asphalt & Engineering Inc. is to apply and be responsible for procurement of permit. No import or export, excess fill or detrious materials included unless noted (cap-rock, muck, grass, trees, ect.) Not responsible for errors and/ or omissions by engineer or surveyor. **BID PRICE VALID FOR THIRTY (30) DAYS.**
- 2.) A 50% deposit is required upon signed contract to schedule work proposed, balance will be due upon job completion. **DEPOSIT IS NON-RE FUNDABLE**
- 3.) All material guaranteed to be specified, and the above work to be preformed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.
- 4.) We guarantee our work not to flake, crack or unravel for a period of one year. We are not responsible for the wearing off of the material from the top of the asphalt aggregate due to traffic wear.
- 5.) Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change order, and will become an extra charge over and above the contract. Bid is based on today's market price for materials. Any increase in material price at start of job will be extra cost. All agreements contingent upon strikes, accidents or delays beyond our control.
- 6.) Prices given without plans and specs are subject to price change when plans are available. Final payment will be based on actual quantities installed which will be verified by field measurements.
- 7.) Arrow Asphalt and Engineering is not responsible for delays created by other trades, material suppliers, labor strikes or acts of God.
- 8.) Arrow Asphalt and Engineering is not responsible for damage to underground sprinkler's or utilities, sod , landscaping, dust removal, painting or stucco, during the normal course of construction.
- 9.) Claims for property damage must be made in writing 24 hours after the completion of the work. Job related complaints must be made within 48 hours of completion.
- 10.) Tree hedges and grass to be trimmed prior to the commencement of work.
- 11.) Seal Coating and striping to be completed in one mobilization. Additional mobilization are additional costs to the contract. Additional mobilizations are \$1,500.00 per mobilization.
- 12.) Arrow Asphalt and Engineering is not responsible for the following but not limited to the tracking of the sealer on pavers, driveways, sidewalks or any other areas besides roadway. Sealed areas will be blocked off until dry.
- 13.) A 1.5% finance charge per month shall be added to any invoice 30 days past due.
- 14.) This proposal is based on work being completed during the hours of 8am- 5pm, Monday - Friday excluding Holidays and Weekends. No warranties are honored unless payment is made in full. Arrow Asphalt & Engineering will provide a one (1) year warranty on material and workmanship. Normal wear and tear is not covered under this warranty.
- 15.) **Due to the instability in today's market, Arrow Asphalt & Engineering, Inc. cannot guarantee unit prices for any materials, All increases in material costs will be added to cost of contract.**
- 16.) **Asphalt unit price predicated on asphalt costing \$110.00 per ton, asphalt will be requoted at time of installation and client to be responsible for difference in cost plus 15% DRE mark-up for overhead and profit, change order to be executed prior to installation of asphalt.**

Initial _____

Paving Commercial/ Owner Responsibility & Conditions

1.) Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15am unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and be on call to remove cars from the scheduled work area. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of \$2,500.00

2.) Site service: The management company / property owner is responsible to notify all landscapers and garbage companies to not show up in the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.

3.) Rain: If it is raining the day of scheduled service, assume we will not be coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact our representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas any areas where sealer has not bonded.

4.) Sprinklers: Should be off 24 hours prior and 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.

5.) Drainage: Arrow Asphalt and Engineering cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.

6.) Asphalt Over-Runs: Will be billed to owner at \$150.00 per ton. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$185.00 per ton.

7.) Reflective Cracking: Arrow Asphalt and Engineering will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked conditions of the existing asphalt pavement.

8.) Driving on surface: Once you start driving on paved/ sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on freshly paved/ sealed asphalt surface, scuffing and turn marks will be evident, no worries in time they will blend with surrounding surface.

Other Terms and Conditions:

1.) 90% of contract amount and change orders must be paid prior to completing punch list items and/ or any changes for additional work required by cities or municipalities.

2.) Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at the commencement of the work will be relocated on site and billed to the Owner/Authorized Agent

3.) Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by management/ Board President/ Building Owner (whichever applies.)

4.) Arrow Asphalt and Engineering will not be responsible for paint adhesion to car stops that have not been pressure cleaned.

5.) Cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first but will disappear over time.

8.) Additional mobilization to be billed at \$1,500.00 each for sealcoating. This charge may be billed due to, but not limited to: site unavailability for commencement of work due to vehicles encroaching on the work area, change of schedule by Other/ Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.

Initial _____

9.) Additional mobilizations to be billed at \$3,500.00 each for Concrete Services. This charge may be billed due to, but not limited to site unavailability for commencement of work due to vehicles encroaching on the work area, change of schedule by Owner/ Authorized agent without prior consent of contractor or repairs to work caused by trespassing.

10.) Additional mobilizaions to be billed at \$2,500.00 for paving. This charge may be billed due to, but not limited to: site unavailability for commencement of the work to due to vehicles encroaching on the work area, change of schedule by Owner/ Authorized agent without prior consent of contractor or repairs to work caused by trespassing. Arrow Asphalt and Engineering will provide a schedule to be approved by Owner prior to any additional mobilizations.

11.) Saturday mobilizations will be an additional \$1,500.00.

12.) Arrow Asphalt and Engineering cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.

Special Billing Instructions:

Please fill out the information below:

Specify Billing Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

Purchase Order: _____

Provide email for eBilling: _____

Please note any particular forms, documents, and/or procedures required prior to release of payment:

Initial _____



JD's Asphalt Engineering Corp.

7266 NW 66 Street • Miami, FL 33166 • Phone: 305-262-2800

Cutler Cay CDD
Job Address:
7522 SW 187 Street
Miami, FL 33157

Print Date: 3-2-2023

Proposal for Cutler Cay CDD

Thank you for giving us the opportunity to submit to you our Bid Proposal for your project. We have enclosed below a detailed estimate of the proposed work to be executed.

JD's Asphalt Engineering, Corp. is a full service asphalt restoration company specializing in all types of asphalt and concrete installations, sealcoating/stripping, and all-site work. With more than two decades of experience, you can expect quality work and expert opinions from professionals who know the paving business and have your best interest in mind when evaluating, estimating, and executing your job. Serving the commercial and property management marketplace, JD's Asphalt Engineering, Corp. is large enough to get the job done both quickly and efficiently, yet small enough to provide the personal attention and commitment to quality that you expect.

From parking lots to subdivision streets and public roadways, you can count on us for a full-range of site work services, including:

ASPHALT	CONCRETE	EXCAVATION	SURFACE TREATMENTS	MISCELLANEOUS
Paving, Resurfacing, Full Depth Repairs, Asphalt, Pathways, Pavement Fabric	Curb & Gutter, Dumpster Concrete Pads, Sidewalks & Ramps, Wheel Stops, Aprons	New Construction, Milling, Stone Installation, Soil, Stabilization Fabric, Grading & Underground Utilities	Sealcoating, Crack Filling, Pavement Markings, Thermoplastic Traffic Markings	Traffic Sign, Installation, Site Work, Consulting Services

Please be at liberty to review the enclosed proposal and do not hesitate to contact us should you want to make any necessary adjustments. Thank you for your time and attention, we hope to hear and work with you soon.

Respectfully,

JD's Asphalt Engineering, Corp.

Items	Description	Price
Asphalt Patching (Approx. 90 SF)	<ul style="list-style-type: none"> - Saw cut and remove designated broken asphalt that has been previously marked. - We proceed to pour "SS-1H" cutback primer (an adhesive to the new asphalt) on the existing base of the cut areas. - Then we pour new hot mix "SP 9.5" Asphalt, laying it out evenly and compacted with a two-ton roller for a smooth finish. As per Alvarez Engineering, Inc. request. <p>This price includes:</p> <ul style="list-style-type: none"> - Modification of speed humps (6 locations): <ul style="list-style-type: none"> - Saw cut and remove 12" of asphalt of each speed hump. Load and dispose of debris. 	\$2,000.00

Total Price: \$2,000.00

ADDITIONAL TERMS & CONDITIONS:

Due to fluctuations and uncertainty of raw material costs, **the price of this quotation is subject to change. Final price is subject to change to the price in effect at the time of approval.** Any lead times quoted are estimates and may change due to volatility and demand of raw materials.

PERMIT & SURVEYS:

- Permit Running Fee is \$850.00 for Three (3) City Visits. Additional fee of \$50 per hour will be charged if permit running exceeds Three (3) City Visits.
 - This does NOT include the city permit cost/fees (Cost by owners).
- Customer MUST provide Survey and any Testing if required for City Permit.

CONTRACT:

- Once the job is accepted, a 50% Deposit will be invoiced to you.
- This job has a One (1) year guarantee excluding normal wear and tear.
- Graveling and/or loose asphalt pebbles after Asphalt Overlay and/or new Asphalt Paving is a normal curing process of the asphalt.
- JD's Asphalt Engineering, Corp. cannot guarantee that after an Asphalt Overlay/Resurfacing any pre-existing ponding or grading issues will be corrected.
- Asphalt Sealcoating is recommended after 90 days after Asphalt Overlay and/or new Asphalt Paving to seal asphalt.
- JD's Asphalt Engineering, Corp. shall not be responsible for any loss, damage or injury to persons or property caused by acts of government civil or military authorities, theft, vandalism, labor disputes, explosions, power failure, water damage, storms, lightning, natural or public catastrophe, acts of God or by any other cause which is unavoidable or beyond reasonable control and, in any event, we shall not be liable for incidental or consequential damages.
- You shall not be entitled to recover from JD's Asphalt Engineering, Corp. any consequential damages, to the property, damages for delay, loss of profit or income or any other incidental damages and to hereby waive and release JD's Asphalt Engineering, Corp. from any such claims.
- In the event of your non-compliance under the terms and conditions of this agreement or failure to pay the amounts due within the time period as set forth within the agreement, you agree that if an attorney is engaged to enforce the terms of this agreement, or to collect payment due to hereunder either with or without suit, you shall pay all costs incurred by JD's Asphalt Engineering, Corp. including, attorneys fees in the trial court, and at the appellate level.
- JD's Asphalt Engineering, Corp. is not responsible for restoration of concrete, sod, irrigation lines nor any underground utilities broken during job performance.
- JD's Asphalt Engineering, Corp. is not liable for any persons or vehicle trespassing through barricade and closed areas.

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:



GENERAL CONTRACTOR SERVICES

PROPOSAL & CONTRACT NO. 0000008

DATE: 02/27/2023

9802 NW 80th Ave #16
Hialeah Garden, FL
33016

T: (321) 344-2011
info@Luxomefl.com

CGC1532537

www.Luxomefl.com

Owner's Agent/Owner's Name: Cutler Cay CDD		Owner's Agent/Owner's Address:	
Phone 7865031633	Fax N/A	City	Zip Code

Project at: Cutler Cay Community Development District	Email: rgalvis@sdsinc.org
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I/WE, the Owner(s), of the premises described above, authorize **LUXOME "Contractor"**, to furnish all materials and labor necessary to repair and/or improve these premises in a good and workmanlike manner according to the following terms:

Scope of Work to be performed:

Activity	Description	cost
Asphalt maintenance & repair	<p>+ ASPHALT MAINTENANCE:</p> <p>Cut edges of speed humps (6 units).</p> <p>Apply black top asphalt sealcoat on previously cut areas.</p> <p>Square/Rectangle cutting on patching spots (3 units).</p> <p>Apply tack on surface.</p> <p>Pour hot asphalt SP 9.5</p> <p>Compact hot asphalt patches.</p> <p>Remove asphalt debris.</p> <p>Dumping of asphalt debris on authorized asphalt waste site.</p> <p>Labor, Equipment, Tools, Materials.</p> <p>This estimate is based on notes received by the engineer.</p>	\$6,582.50

Contract Price:

Contractor will perform the work described herein in Section A above for the sum of \$ **6,582.50**

Owner agrees to tender payments due to the Contractor as follows, and payable in U.S. Dollars:

a. Deposit due upon signing of contract:	\$	3,949.50
c. The final payment is due at the end of the project:	\$	2,633.00

Notes:

- All additions and/or changes from this contract must be in writing and agreed upon by both parties before execution.
- This service includes, but is not limited to: 1- Alterations in design, including color choice; 2- Changes or corrections to project drawings or specifications; 3- Unforeseen work made necessary due previous poor workmanship or error of other contractors; 4- Added work due to subsurface or other unknown physical conditions differing from those indicated in this proposal and/or applicable estimate; 5- Additional work requested to be performed not previously agreed.
- Luxome, LLC. shall not be responsible or in any way liable if the product cracks or heaves due to the existing sub-surface problems caused by ground movement, earthquakes, hydrostatic pressure, spilling of abrasive liquids, shocks on surfaces and/or other acts of God, or negligent acts of others even within the three-month warranty period.
- Chipping or cracking of our product which may result from such movement is not warranted by Luxome, LLC.
- Hydrostatic pressure due to moisture coming up through the slab can cause bubbles or blisters in resinous floors. A correction of this nature is not warranted due to the construction defects of others. Failure due to subsurface contamination is also not warranted.

Customer understands that any decorative concrete, staining or painting to be performed is highly custom and artistic. Customer agrees not to dispute color variations or anomalous areas of inconsistency within the final finish. Customer understands variances in surface will be consistent with variances found in natural or similar textured surfaces.

- Cancellation of project must be in writing prior to commencement and no more than three (03) business days from date of original contract signing. A cancellation during commencement shall constitute a forfeiture of all deposits, and any remaining balances for work performed shall become payable immediately.
- Accesses to electricity, water and restroom facilities are required. We need access to at least one 20 A electrical outlet as well as a water supply, we can hook a hose to.
- When exposed to dirt, grease, oil, etc. the product will usually clean up with TSP or a light laundry detergent. Do not use solvent type cleaners like Pine-Sol, etc.

Commencement and Completion of Work:

Commencement of work shall mean the physical delivery of materials to and/or the performance of any labor on the premises. Commencement and completion shall be subject to permissible delays due to potential, shortages of material and/or labor, bad weather, epidemics, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control. The dates below are an estimate of the start and completion dates and are subject to the conditions set forth herein.

Approximate Start Date: 1-2 weeks after approval.

Approximate Completion Date: 1-2 Weeks
(Time can be adjusted by changes orders, Weather conditions, HOA holidays, payments delays & delays for City Inspections.)

Acceptance of Contract and Change Orders:

This contract is approved and accepted as set forth with the signatures below. The owner understands there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this contract is the entire agreement between the parties. Changes in this agreement shall be done by written change order, including any additional charges, approved by both parties, and incorporated into this agreement.

Additional Terms and Conditions:

Additional terms and conditions to this Contract are set forth on the following page(s) and are incorporated herein, unless otherwise specified.

Cutler Cay CDD

Date

CONTRACTOR – LUXOME

Date

ADDITIONAL TERMS AND CONDITIONS

1. Plans and Specifications and Access

The work described in this contract shall be done according to the plans and plan specifications (if any), except in the case of conflict, when the provisions of this contract shall have control over both the plans and the plan specifications. The work is limited to the scope set forth herein and any additional work shall be agreed to in a written change order. The contractor shall have the right to subcontract any part of, or all of, the work herein. Owner agrees to provide reasonable access to all areas of work. Owner will provide water and electricity needed for the operation of tools, mixing materials and cleanup.

2. Permits

Permit, permit processing fees and all other charges, taxes, assessments, fees etc., of any kind whatsoever, required by any government body or utility company or the like shall be paid for by Owner.

3. Change Orders.

Should any condition arise which requires that there be a modification to the work performed hereunder including, but not limited to, modifications sought by the Owner, construction lender, and/or any government entity, any cost incurred by Contractor shall be added to the contract price and Owner agrees to pay such additional costs with a signed change order. All extra work as well as any other modifications to the original contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this contract and shall be incorporated herein.

4. Concealed Conditions

Contractor reserves the right to amend repair procedures if unforeseen or concealed conditions appear or if it is determined that there is a more appropriate repair method once repairs commence. Contractor is not responsible to repair any such discovered deterioration and any such repairs shall be agreed to in a written change order.

5. Limited Warranty

Unless stated otherwise, labor and material of this work is guaranteed for 3 month from the date of this contract. Contractor is not responsible for any manufacturer warranties and Owner is responsible for seeking any manufacturer warranty claims. Warranty shall terminate and be voided in the event that any work is done on the unit by any person, firm, or entity other than Luxome or its authorized representative. Maintenance is Owner's responsibility, and lack of maintenance may result in the termination and unenforceability of this warranty.

6. Property Damage

Contractor will not be held responsible for any cracks on driveways, sidewalks, decks, damage to lawn/landscaping and fences. Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat, broom clean condition. Any debris consisting of dust, dirt, asphalt, or small bits of material that settle into attics, garage areas, or any other area with open beam ceilings or no attic, is unavoidable and Contractor shall not be responsible. Contractor recommends that Owner lay out drop cloths to protect such areas where debris infiltration may occur.

7. Delay

Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of owner or owner's agent including failure of owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, epidemics, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

8. Advertising

Owner hereby grants to Contractor the right to display signs and advertise at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made. Owner grants Contractor the right to publish the project street address on a "references" list which may be given to prospective customers and post pictures of the work performed in its marketing materials, website, and/or social media platforms.

9. Pests & Hazardous Substances

Owner understands that Contractor is not qualified or licensed as an inspector or abatement contractor for Hazardous Materials (as defined by the government), or for Pests (including Termites). Should any such hazardous substances or Pest be suspected to be present on the premises, it is the Owners' responsibility to arrange and pay for inspection and abatement. Contractor cannot certify or warrant your building as being free of hazardous substances or pests.

10. Right to Stop Work and to Withhold Payment on Labor and Materials

If any payment is not made to Contractor as is set forth herein, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Owner from paying for any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to Contractor. If these same "suppliers" make demand upon Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner for this amount at such time that Owner becomes current with Contractor for all past due payments. Owner is responsible to verify the true amounts owed by Contractor to these same "suppliers", prior to making payment on behalf of Contractor. Owner shall not be entitled, under any circumstances, to collect as reimbursement from Contractor any amount greater than that exact amount actually and truly owed by Contractor to these same "suppliers", for work done or materials supplied on Owner's job.

11. Collection.

Owner agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Owner default in payment of this contract. Overdue accounts are subject to interest charged at the rate of 18% per annum or at the highest rate allowed by law. Contractor reserves the right to assert a Claim of Lien against the Owner's property for all unpaid amounts until paid in full plus payment for attorney's fees and costs to prepare and record the Claim of Lien.

12. Disputes.

Prior to initiating litigation, written notice of the dispute must be provided to the other party (via email or U.S. Mail to the address listed herein) outlining the basis of the dispute. The other party will then have 15 days within which to remedy the dispute. In the event litigation arises out of this contract, all actions must be filed in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. The prevailing party shall be entitled to recovery of its attorney fees and costs incurred.

13. *Legal Disclosures (for Residential Properties).*

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board
2601 Blairstone Road
Tallahassee, FL 32399-1039
850-487-1395

OWNER SIGNATURE: _____

DATE: _____

FLORIDA CONSTRUCTION LIEN DISCLOSURE

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

OWNER SIGNATURE: _____

DATE: _____

FLORIDA CONSTRUCTION DEFECT DISCLOSURE

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

OWNER SIGNATURE: _____

DATE: _____

DISCUSSION REGARDING FY 2023/2024 BUDGET

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

RESOLUTION NO. 2023-01

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

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

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

WHEREAS, on JUNE 13, 2022, the Board of Supervisors adopted Resolution No. 2022-03 and now wishes to amend said Resolution by changing the established regular meeting schedule for fiscal year 2022/2023.

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

Section 1. The regular meeting schedule for fiscal year 2022/2023 setting the time and location of said district meetings approved on JUNE 13, 2022 is hereby amended as indicated on attached "Exhibit A" and is hereby approved and adopted.

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

PASSED, ADOPTED and EFFECTIVE this 13TH day of MARCH, 2023.

ATTEST:

**CUTLER CAY
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

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

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

**April 10, 2023
May 15, 2023
June 12, 2023
August 14, 2023
September 11, 2023**

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

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

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

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

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

CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT

www.cutlercaycdd.org

PUBLISH: MIAMI DAILY BUSINESS REVIEW XX/XX/23

FW: Invoice 11066 from Worldwide Distributors Inc. dba Elighting

Angel Camacho <Angel.Camacho@AlvarezEng.com>

Thu 3/2/2023 4:52 PM

To: Gloria Perez <gperez@sdsinc.org>

Cc: Ronald Galvis <rGalvis@sdsinc.org>

 1 attachments (24 KB)

Invoice_11066_from_Worldwide_Distributors_Inc_dba_Elighting.pdf;

Good afternoon Gloria,

I wanted to give you an update on the entrance median landscape lighting. I reached out to Worldwide Distributors Inc., who previously installed the system, and they stated they would send someone out to verify the damages, but instead they went and repaired it, see invoice attached. They mentioned control panels were left opened causing damages, low voltage lighting cables cut, and landscape lights damaged. Ariel mentioned most of the damages, apart from the cut cables, seemed to come from the Landscapers. Please advise how we should proceed with this invoice, as a request was made to Worldwide Distributors to simply assess the damages and not repair.

Regards,



Angel Camacho

8935 NW 35 Lane, Suite 101

Doral, FL 33172

Office: (305) 640-1345

Mobile: (786) 617-6426

Angel.Camacho@AlvarezEng.com

www.alvarezenzeng.com

From: Worldwide Distributors Inc. dba Elighting <quickbooks@notification.intuit.com>

Sent: Thursday, February 23, 2023 12:43 PM

To: Angel Camacho <Angel.Camacho@AlvarezEng.com>

Subject: Invoice 11066 from Worldwide Distributors Inc. dba Elighting

INVOICE 11066

Worldwide Distributors Inc. dba Elighting

Worldwide Distributors Inc. dba
Elighting
10300 SW 72 Street, Ste 235
Miami, FL 33173
(305) 969-8754
info@elighting.org
<https://worldwidedistributors.co/>



Invoice 11066

BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT 7755 SW 192ND ST CUTLER BAY, FL 33157	CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT 7755 SW 192ND ST CUTLER BAY, FL 33157	02/20/2023	\$1,696.00	03/01/2023

ITEM NO.	DESCRIPTION	QTY	AMOUNT
LANDSCAPE	RE; CUTLER CAY - FIXED BOTH SIGNS - REPLACED TRANSFORMERS THAT WERE DAMAGED DUE BREAKER & WATER DAMAGE - (4) 120V JUNCTION BOXES REPLACED DUE TO VANDALISM & DAMAGE - FOUND LIGHT FIXTURE HANGING FROM JUNCTION BOX - REPLACED CUT CABLE (3) POINTS ON LANDSCAPE LIGHTS - BREAKER RESET DUE TO WATER DAMAGE LABOR AND MATERIALS ** COURTESY REPLACEMENT OF DAMAGE TRANSFORMERS **		1,696.00

TOTAL DUE	\$1,696.00
THANK YOU.	

From: Juan R. Alvarez <Juan.Alvarez@AlvarezEng.com>
Sent: Thursday, January 12, 2023 2:33 PM
To: Gloria Perez <gperez@sdsinc.org>; Jay R. Tome, Esq. <jayrtome@tomelawfirm.com>
Cc: Angel Camacho <Angel.Camacho@AlvarezEng.com>; 'Laura Gavilan ' <lgavilan@kwpmc.com>; 'Lenisha Godbee' <lenishag@bclmr.com>; 'Ginger E. Wald' <gwald@bclmr.com>; Gabrielle Vitucci <gvitucci@sdsinc.org>; Ronald Galvis <rGalvis@sdsinc.org>; chris_musser@yahoo.com; nieto.patricia@gmail.com; 'Gregory F. George' <GregoryG@bclmr.com>; Frances Ware <FWare@sdsinc.org>
Subject: RE: Cutler Cay Community Development District - Nicolasa Dib

The survey did not show the distance from the rear property line to the interior face of the wall, as requested.



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

From: Gloria Perez <gperez@sdsinc.org>
Sent: Thursday, January 12, 2023 2:30 PM
To: Jay R. Tome, Esq. <jayrtome@tomelawfirm.com>; Juan R. Alvarez <Juan.Alvarez@AlvarezEng.com>
Cc: Angel Camacho <Angel.Camacho@AlvarezEng.com>; 'Laura Gavilan ' <lgavilan@kwpmc.com>; 'Lenisha Godbee' <lenishag@bclmr.com>; 'Ginger E. Wald' <gwald@bclmr.com>; Gabrielle Vitucci <gvitucci@sdsinc.org>; Ronald Galvis <rGalvis@sdsinc.org>; chris_musser@yahoo.com; nieto.patricia@gmail.com; 'Gregory F. George' <GregoryG@bclmr.com>; Frances Ware <FWare@sdsinc.org>
Subject: RE: Cutler Cay Community Development District - Nicolasa Dib

Good afternoon Mr. Tome,

I have copied herein the District Engineer to see if the Survey that has been provided and attached hereto is acceptable.

Additionally, kindly advise if the District Staff can be granted access to see the perimeter wall and vegetation from the inside of the property. If so, please provide dates and times of convenience on a weekday during business hours.

Thank you,

Gloria Perez
District Manager
Special District Services, Inc.
gperez@sdsinc.org

From: Jay R. Tome, Esq. <jayrtome@tomelawfirm.com>
Sent: Thursday, January 12, 2023 12:54 PM
To: Gloria Perez <gperez@sdsinc.org>
Cc: 'Juan R. Alvarez ' <Juan.Alvarez@AlvarezEng.com>; 'Angel Camacho' <Angel.Camacho@AlvarezEng.com>; 'Laura Gavilan ' <lgavilan@kwpmc.com>; 'Lenisha Godbee' <lenishag@bclmr.com>; 'Ginger E. Wald' <gwald@bclmr.com>; Gabrielle Vitucci <gvitucci@sdsinc.org>; Ronald Galvis <rGalvis@sdsinc.org>; chris_musser@yahoo.com; nieto.patricia@gmail.com; 'Gregory F. George' <GregoryG@bclmr.com>; Frances Ware <FWare@sdsinc.org>
Subject: RE: Cutler Cay Community Development District - Nicolasa Dib

Ms. Perez:

Here is the signature page to the survey at issue.

Thanks,

Jay R. Tome, Esq.
The Tome Law Firm, P.A.
6840 Griffin Road
Davie, Florida 33314
TEL.: (305) 809-8099 (Office)
Email: jayrtome@tomelawfirm.com

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Please note that all incoming emails will be automatically scanned by us and by an external service provider to eliminate unsolicited promotional emails ("SPAM"). This could result in deletion of a legitimate e-mail before it is read by its intended recipient at our firm. Please tell us if you have concerns about this automatic filtering.

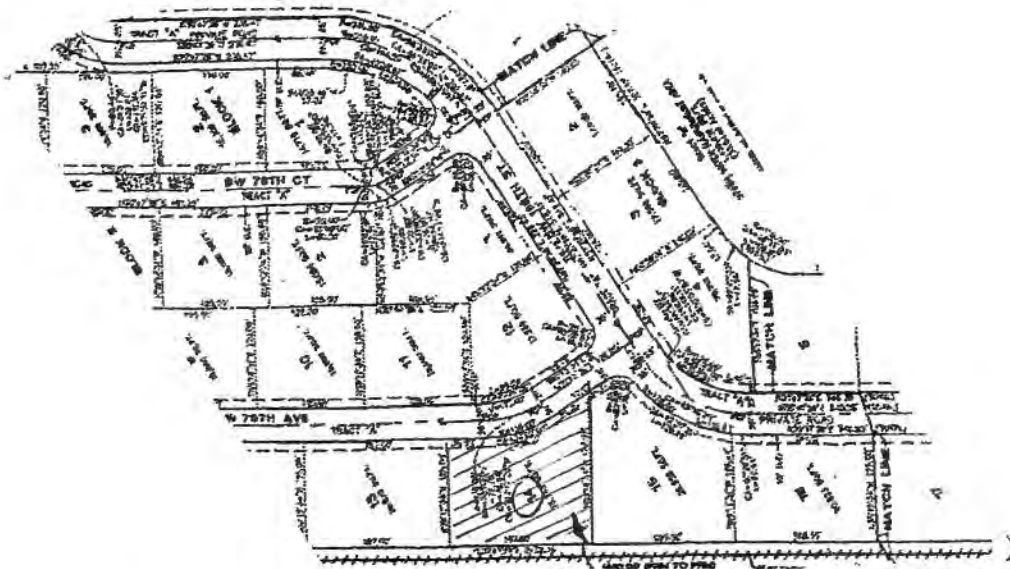
LEGAL DESCRIPTION:

LOT 14 BLOCK 1 OF CUTLER CAY
 SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162
 AT PAGE 23 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
PROPERTY ADDRESS: 18798 S.W. 79th AVENUE, MIAMI, FL 33157

CERTIFICATION TO:

Salim Dib and Nicolasa L. Junco Dib, (H&W)
 JP Morgan Chase Bank, N.A., ISAOA, ATIMA
 OLD Republic National Title Insurance Company
 Manuel Diner, P.A.

**LOCATION MAP
 N.T.S.**



SURVEYOR'S NOTES:

- 1.) EXAMINATION OF ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.
- 2.) LOCATION AND IDENTIFICATION OF UTILITIES IF ANY ARE SHOWN IN ACCORDANCE WITH RECORDED PLAT.
- 3.) OWNERSHIP IS SUBJECT TO OPINION OF TITLE.
- 4.) TYPE OF SURVEY: "BOUNDARY SURVEY".
- 5.) THIS SURVEY IS NOT VALID UNLESS SIGNED AND SEALED BY THE SURVEYOR OF RECORD.
- 6.) ALL RIGHT OF WAYS SHOWN ARE PUBLIC UNLESS OTHERWISE NOTED.
- 7.) LANDS SURVEYED AS DESCRIBED.
- 8.) NO UNDERGROUND INSTALLATIONS ON IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS NOTED.

FLOOD ZONE INFORMATION

Community Number	Panel Number	Suffix	Date of Firm Index	Firm Zone	Base Flood Elev.

SOURCE ELEVATION PROVIDED BY COUNTY SURVEY DEPARTMENT
 RELATIVE TO MEAN SEA LEVEL NATIONAL GEODETIC VERTICAL DATUM OF 1929
 LOCATOR INDEX BENCHMARK NO. ELEVATION
 COPYRIGHT ROBERTO BRIZUELA & ASSOCIATES, INC.

"LEGEND"

P.R.M.- PERMANENT REFERENCE MONUMENT	U.E.- UTILITY EASEMENT
P.C.P.- PERMANENT CONTROL POINT	W.F.- WOOD FENCE
F.I.P.- FOUND IRON PIPE	M.- MEASURE
S.I.P.- SET IRON PIPE 1/2" STAMPED	R.- RECORD
F.D.H.- FOUND DRILL HOLE	S.N.D.- SET NAIL & DISC STAMPED P.L.S.
S.D.H.- SET DRILL HOLE	F.N.D.- FOUND NAIL & DISC
C/L.- CENTER LINE	C.B.S.- CONCRETE BLOCK STRUCTURE
RES.- RESIDENCE	ENC.- ENCROACHMENT
L.F.E.- LOWEST FLOOR ELEVATION	R/W.- RIGHT OF WAY
F.F.E.- FINISH FLOOR ELEVATION	CL.- CLEAR
C.L.F.- CHAIN LINK FENCE	

NOTE: THIS SURVEY IS INTENDED FOR MORTGAGE OR REFINANCE PURPOSE ONLY, EXCLUSIVELY FOR THIS USE BY THOSE TO WHOM IT IS CERTIFIED.
 THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION, PERMITTING, DESIGN OR ANY OTHER USE WITHOUT WRITTEN CONSENT OF ROBERTO BRIZUELA.

ROBERTO R. BRIZUELA & ASSOCIATES
Land Surveyors

OFFICE:

7319 WEST FLAGLER STREET
 MIAMI, FLORIDA 33144

PHONE: (305) 551-4393

FAX: (305) 266-6110

JOB NUMBER: 10-12-276

FIELD BOOK:

FIELD WORK DATE: 01-19-2011

REVISIONS 1:

REVISIONS 2:

REVISIONS 3:

I HEREBY CERTIFY: THAT THE ATTACHED "SKETCH OF SURVEY" OF THE ABOVE DESCRIBED PROPERTY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED UNDER MY DIRECTION, AND THAT THERE ARE NO ENCROACHMENTS OTHER THAN THOSE SHOWN, AND MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 61 G 17 OF FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

ROBERTO R. BRIZUELA
 PROFESSIONAL LAND SURVEYOR
 No. 3064

From: Gloria Perez <gperez@sdsinc.org>
Sent: Friday, January 6, 2023 12:48 PM
To: Jay R. Tome, Esq. <jayrtome@tomelawfirm.com>
Cc: 'Juan R. Alvarez ' <Juan.Alvarez@AlvarezEng.com>; 'Angel Camacho' <Angel.Camacho@AlvarezEng.com>; 'Laura Gavilan ' <lgavilan@kwpmc.com>; 'Lenisha Godbee' <lenishag@bclmr.com>; 'Ginger E. Wald' <gwald@bclmr.com>; Gabrielle Vitucci <gvitucci@sdsinc.org>; Ronald Galvis <rGalvis@sdsinc.org>; chris_musser@yahoo.com; nieto.patricia@gmail.com; Gregory F. George <GregoryG@bclmr.com>; Frances Ware <FWare@sdsinc.org>
Subject: RE: Cutler Cay Community Development District - Nicolasa Dib

Good afternoon Mr. Tome,

We are in receipt of your communication shown below and attachments herein.

I will gladly present said communication and provided information for the Board's review during the Board of Supervisors of the Cutler Cay Community Development District, Regular Meeting, to be held on Monday, March 13, 2023, at 4:00pm, held in the Cutler Cay Community Clubhouse located at 7755 SW 192nd Street, Cutler Bay, Florida 33157.

Kindly provide a signed and sealed survey of the property prior to the end of Feb 2023, to allow for review by the District's Professional Staff and to be included in the meeting materials being presented to the Board, as the survey that has been provided and is attached herein is not signed and sealed.

Lastly, please advise if the District Staff can be granted access to see the permitter wall and vegetation from the inside of the property. If so, please provide dates and times of convenience on a weekday during business hours.

Thank you,

Gloria Perez
District Manager
Special District Services, Inc.
gperez@sdsinc.org

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: Jay R. Tome, Esq. <jayrtome@tomelawfirm.com>

Sent: Thursday, January 5, 2023 10:17 AM

To: Ronald Galvis <rGalvis@sdsinc.org>

Cc: Gloria Perez <gperez@sdsinc.org>; 'Juan R. Alvarez ' <Juan.Alvarez@AlvarezEng.com>; 'Angel Camacho' <Angel.Camacho@AlvarezEng.com>; 'Laura Gavilan ' <lgavilan@kwpmc.com>; 'Lenisha Godbee' <lenishag@bclmr.com>; 'Ginger E. Wald' <gwald@bclmr.com>

Subject: RE: Cutler Cay Community Development District - Nicolasa Dib

Mr. Galvis,

Please see attached response to your letter of December 15, 2022 to Ms. Nicole Junco Dib who resides at 18798 SW 79th Avenue (Cutler Cay). This pertains to the removal of vegetation located outside of the boundary lines of the residence at issue. Thank you for its consideration.

Thanks,

Jay R. Tome, Esq.

The Tome Law Firm, P.A.

6840 Griffin Road

Davie, Florida 33314

TEL.: (305) 809-8099 (Office)

Email: jayrtome@tomelawfirm.com

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THE TOMÉ LAW FIRM, P.A.

6840 Griffin Road
Davie, Florida 33314
Telephone: (305) 809-8099
E-Mail: jayrtome@tomelawfirm.com

Jay R. Tomé, Esq.

Admitted:

State of Florida

Southern District of Florida

**Via Email to: rgalvis@sdsinc.org; gwald@bclmr.com; gperez@sdsinc.org;
juan.alvarez@alvarezeng.com; Angel.Camacho@AlvarezEng.com; lgavilan@kwpmc.com;
lenishag@bclmr.com**

Mr. Ronald Galvis
Filed Operations Manager
Cutler Cay Community Development District (“CDC”)
C/O Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

January 5, 2023

Re: Response to Tree Trimming Notice of December 15, 2022
Nicole Junco-Dib Residence
18798 SW 79th Avenue
Cutler Bay, Florida 33157

Dear Mr. Galvis:

This Firm serves as counsel to Ms. Nicole L. Junco-Dib (the “Homeowner”) who resides at 18798 SW 79th Avenue, Cutler Bay, Florida 33157 (the “Property”). This letter serves both as a response to your letter to the Homeowner dated December 15, 2022 (the “Notice”) and more importantly, serves to notify the CDD that the Homeowner disputes the factual findings of the Notice.

Specifically, the Homeowner disputes and rejects the Notice conclusion that the referenced vegetation requiring removal to prevent damage to the Perimeter Wall (located at the rear of the Property), is vegetation located at or on, the Property. To be clear, the Homeowner asserts and maintains that the subject vegetation **is not** located on the Property.

The Homeowner based on the Land Survey of the Property, included with this Response Letter, asserts and maintains that the supposed vegetation is located on property of the HOA or on CDD property. In short, the Land Survey coupled with an inspection of the Property,

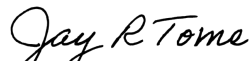
reveals that the vegetation is located outside of the property line and boundaries of the Property.

Furthermore, the Cutler Cay Declaration of Restrictions and Covenants (the "Declaration") sections cited are misplaced. The Declaration sections cited in the Notice refer to landscaping located on or at the property of a homeowner. As asserted in this Response Letter, the vegetation at issue is not located on the Property.

Be advised therefore that the Homeowner challenges and disputes the conclusions reached and hereby requests and demands an appeal (to the extent that an appeal is authorized by county or local rules and ordinances) and/or demands that a meeting or session of the CDD be convened at which time the CDD is to address the disputed conclusion. The Homeowner intends to exercise all of her legal rights in connection to this matter, including filing suit for injunctive relief prohibiting the CDD (or the HOA) from taking adverse action against the Property, such as fines or other sanctions levied against the Property. Further, it is requested and demanded that until this matter is heard and considered in an objective setting (where evidence can be presented, and testimony provided) that no adverse action be taken against the Property or the Homeowner.

We await your response and thank you in advance for your serious consideration for this dispute.

Sincerely,

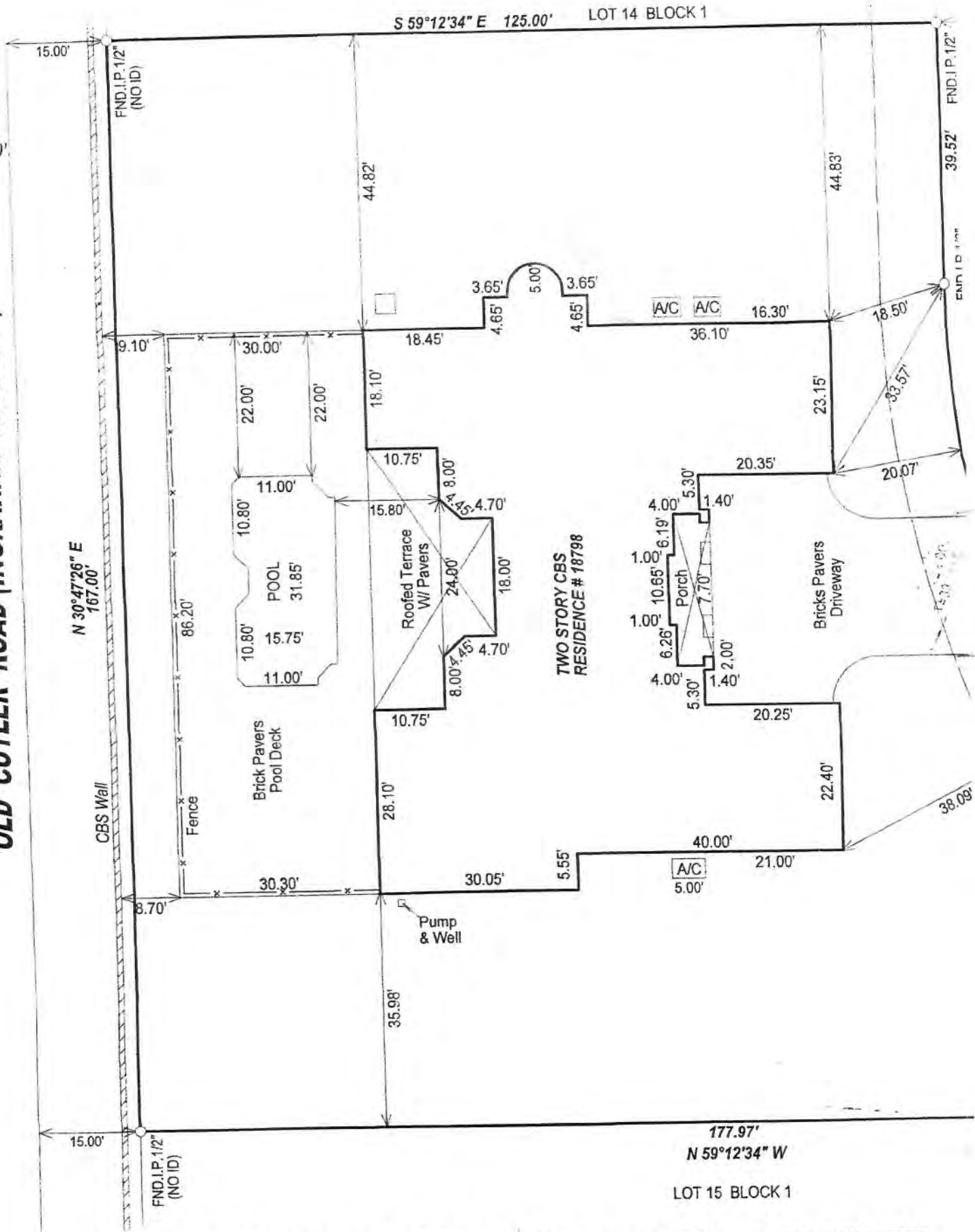

Jay R. Tome, Esq

Cc (via email): Gloria Perez
Ginger E. Wald, Esq.
Juan Alvarez
Angel Camacho
Laura Gavilan



SCALE: 1"=20'

OLD CUTLER ROAD (INGRAHAM HIGHWAY)



SKETCH OF BOUNDARY SURVEY

NOTE: THIS SURVEY HAS BEEN PREPARED FOR EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

From: Ginger E. Wald <gwald@bclmr.com>

Sent: Wednesday, December 7, 2022 10:57 AM

To: jayrtome@tomelawfirm.com

Cc: Gloria Perez <gperez@sdsinc.org>; Ronald Galvis <rGalvis@sdsinc.org>; Juan R. Alvarez <Juan.Alvarez@AlvarezEng.com>; Angel Camacho <Angel.Camacho@AlvarezEng.com>; Laura Gavilan <lgavilan@kwpmc.com>; Lenisha Godbee <lenishag@bclmr.com>

Subject: Cutler Cay Community Development District - Nicolasa Dib

Mr. Tome

This email is in response to your emails addressed to Gloria Perez and Ronald Galvis, dated November 28, 2022. Cutler Cay Community Development District ("District") staff reviewed the information provided by you and also inspected the exterior of the perimeter wall which runs parallel to Old Cutler Road. According to the review by District staff, the District owns the perimeter wall only. The perimeter wall has been inspected and it has been determined that certain vegetation on each respective homeowners' properties needs to be removed to prevent damage to the perimeter wall.

The District does not own the real property that is located inside the interior wall. According to the review by District staff, the real property in which the offending vegetation exists is located on the homeowners' property. Additionally, the Cutler Cay Declaration of Restrictions and Covenants ("Declaration"), recorded in the Official Public Records of Miami-Dade County on December 1, 2004 at Book 22866, Page 0051, provides that landscaping is the responsibility of the property owner. I direct your attention to page 75, subsections O and P. Therefore, the offending vegetation located within the interior area of the wall should be immediately removed by the property owner. The District will send out notification letters to the property owners abutting the wall to advise the property owners that the vegetation needs to be removed and cleared to avoid any damage or further damage, depending upon the extent of the offending vegetation to the wall.

The Cutler Cay Homeowners Association has the responsibility for the maintenance of the Common Properties as set forth in the aforementioned Declaration, see page 20, Subsection A, and the Property Owner is responsible for the maintenance as set forth in subsection B. If you believe that the offending vegetation is on the defined Common Properties set forth in the Declaration, then I suggest you contact the Cutler Cay Homeowners Association for further handling. I have included Laura Gavilan, Manager of the Homeowners Association, on this email chain to provide further assistance regarding responsibilities of the homeowner and the Homeowners Association regarding landscaping matters.

Ginger E. Wald, Esq.

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

515 East Las Olas Boulevard | 6th Floor | Fort Lauderdale, FL 33301

Phone: 954/764-7150 | Fax: 954/764-7279 | E-mail: GWald@bclmr.com

Website: www.billingcochran.com

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Cutler Cay
Community Development District

**Financial Report For
February 2023**

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
FEBRUARY 2023**

	Annual Budget 10/1/22 - 9/30/23	Actual Feb-23	Year To Date Actual 10/1/22 - 2/28/23
REVENUES			
Administrative Assessments	98,896	2,001	87,615
Maintenance Assessments	895,132	9,010	783,353
Debt Assessments - 2014 Refunding	773,141	7,782	676,638
Other Revenue	0	0	0
Interest Income	300	526	7,326
Total Revenues	\$ 1,767,469	\$ 19,319	\$ 1,554,932
ADMINISTRATIVE EXPENDITURES			
Supervisor Fees	6,000	0	1,800
Payroll Taxes (Employer)	480	0	138
Management	31,452	2,621	13,105
Secretarial	4,200	350	1,750
Legal	15,000	0	7,199
Assessment Roll	7,500	0	0
Audit Fees	3,500	0	0
Arbitrage Rebate Fee	650	0	0
Insurance	15,000	0	11,022
Legal Advertisements	750	0	180
Miscellaneous	1,750	153	847
Postage	350	62	365
Office Supplies	1,000	11	440
Dues & Subscriptions	175	0	175
Trustee Fee	3,600	0	0
Continuing Disclosure Fee	350	0	0
Website Management	2,000	166	834
Bank Service Charges	0	123	432
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 93,757	\$ 3,486	\$ 38,287
TOTAL MAINTENANCE EXPENDITURES (Details On Page 2)	\$ 845,900	\$ 15,382	\$ 110,773
Total Expenditures	\$ 939,657	\$ 18,868	\$ 149,060
Revenues Less Expenditures	\$ 827,812	\$ 451	\$ 1,405,872
2014 Bond Refinancing Payments	(726,753)	(7,521)	(643,813)
Balance	\$ 101,059	\$ (7,070)	\$ 762,059
County Appraiser & Tax Collector Fee	(33,686)	(174)	(14,864)
Discounts For Early Payments	(67,373)	(425)	(60,165)
Excess/ (Shortfall)	\$ -	\$ (7,669)	\$ 687,030
Carryover From Prior Year	0	0	0
Net Excess/ (Shortfall)	\$ -	\$ (7,669)	\$ 687,030

Bank Balance As Of 2/28/23	\$ 1,330,766.57
Accounts Payable As Of 2/28/23	\$ 47,019.95
Accounts Receivable As Of 2/28/23	\$ 1,200.00
Security Deposit As Of 2/28/23	\$ 100.00
Reserve For Roads Maintenance As Of 2/28/23	\$ 171,000.00
Reserve For Stormwater Drainage As Of 2/28/23	\$ 20,500.00
Reserve For Pipe Repairs Project As Of 2/28/23	\$ 70,000.00
Available Funds As Of 2/28/23	\$ 1,023,546.62

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT - MAINTENANCE
FEBRUARY 2023**

	Annual Budget	Actual	Year To Date Actual
MAINTENANCE EXPENDITURES	10/1/22 - 9/30/22	Feb-23	10/1/22 - 2/28/23
Contingency/Reserve	105,825	0	0
Lakes Maintenance	10,000	3,095	22,294
Roads Maintenance/Reserve	47,500	0	7,950
Stormwater Drainage/Reserve	17,575	0	0
Stormwater Drainage System Pipe Repairs Project-Phase 2	100,000	0	0
Field Operations	12,000	1,000	5,000
Walls & Wall Fountain Maintenance	25,000	575	8,805
Sidewalk Maintenance/Repairs	15,000	0	0
Engineering/Inspections	40,000	0	27,949
Street Signage	5,000	0	460
Lake Fountain Maintenance	15,000	4,795	4,795
Entry Features Maintenance	15,000	0	1,175
Guardhouse Exterior Maintenance	10,000	0	0
Guardhouse Insurance	0	0	0
Water & Sewage	5,000	0	39
FPL - Street Lighting Project	10,000	5,175	5,175
FPL - Electrical Utility	48,000	742	6,169
DERM Stormwater Drainage System Improvement Project	65,000	0	0
Retention Wall Maintenance	0	0	0
Lake Bank Erosion Restoration Project	300,000	0	20,467
Miscellaneous Maintenance	0	0	495
TOTAL MAINTENANCE EXPENDITURES	\$ 845,900	\$ 15,382	\$ 110,773

Cutler Cay Community Development District
Budget vs. Actual
October 2022 through February 2023

	Oct '22 - Feb 23	22/23 Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
363.100 · Administrative Assessments	87,614.60	98,896.00	-11,281.40	88.59%
363.101 · Maintenance Assessments	783,353.10	895,132.00	-111,778.90	87.51%
363.810 · Debt Assessments	676,637.80	773,141.00	-96,503.20	87.52%
363.820 · Debt Assessment - Pd To Trustee	-643,812.80	-726,753.00	82,940.20	88.59%
363.830 · Cty Appraiser & Tax Coll Fee	-14,864.36	-33,686.00	18,821.64	44.13%
363.831 · Discounts For Early Payments	-60,164.81	-67,373.00	7,208.19	89.3%
369.401 · Interest Income	7,325.63	300.00	7,025.63	2,441.88%
Total Income	836,089.16	939,657.00	-103,567.84	88.98%
Expense				
512.824 · Stormwater Pipe Project-Phase 2	0.00	100,000.00	-100,000.00	0.0%
511.822 · DERM Stormwater Drainage Prjct	0.00	65,000.00	-65,000.00	0.0%
512.823 · Lake Bank Erosion Rest Project	20,467.40	300,000.00	-279,532.60	6.82%
511.758 · FPL - Electrical	6,169.30	48,000.00	-41,830.70	12.85%
511.757 · FPL - Street Lighting Project	5,175.00	10,000.00	-4,825.00	51.75%
511.756 · Water & Sewage	38.51	5,000.00	-4,961.49	0.77%
511.754 · Guardhouse Exterior Maintenance	0.00	10,000.00	-10,000.00	0.0%
511.753 · Entry Feature Maintenance	1,175.00	15,000.00	-13,825.00	7.83%
511.752 · Fountain Maintenance	4,795.20	15,000.00	-10,204.80	31.97%
511.751 · Street Signage	460.00	5,000.00	-4,540.00	9.2%
511.307 · Sidewalk Maint/ Repairs	0.00	15,000.00	-15,000.00	0.0%
511.122 · Payroll tax expenses	137.70	480.00	-342.30	28.69%
511.131 · Supervisor Fee	1,800.00	6,000.00	-4,200.00	30.0%
511.301 · Lakes Maintenance	22,294.10	10,000.00	12,294.10	222.94%
511.302 · Roads Maintenance/Reserve	7,950.00	47,500.00	-39,550.00	16.74%
511.303 · Stormwater Drainage/Reserve	0.00	17,575.00	-17,575.00	0.0%
511.304 · Field Operations	5,000.00	12,000.00	-7,000.00	41.67%
511.305 · Contingency/Reserve	0.00	105,825.00	-105,825.00	0.0%
511.306 · Walls-Wall Fountain Maintenance	8,804.93	25,000.00	-16,195.07	35.22%
511.309 · Miscellaneous Maintenance	495.00	0.00	495.00	100.0%
511.310 · Engineering/Inspections	27,948.75	40,000.00	-12,051.25	69.87%
511.311 · Management Fees	13,105.00	31,452.00	-18,347.00	41.67%
511.312 · Secretarial Fees	1,750.00	4,200.00	-2,450.00	41.67%
511.315 · Legal Fees	7,199.00	15,000.00	-7,801.00	47.99%
511.318 · Assessment/Tax Roll	0.00	7,500.00	-7,500.00	0.0%
511.320 · Audit Fees	0.00	3,500.00	-3,500.00	0.0%
511.330 · Arbitrage Rebate Fee	0.00	650.00	-650.00	0.0%
511.450 · Insurance	11,022.00	15,000.00	-3,978.00	73.48%
511.480 · Legal Advertisements	179.88	750.00	-570.12	23.98%
511.511 · Bank Service Charges	432.07	0.00	432.07	100.0%
511.512 · Miscellaneous	846.99	1,750.00	-903.01	48.4%
511.513 · Postage and Delivery	364.81	350.00	14.81	104.23%
511.514 · Office Supplies	440.20	1,000.00	-559.80	44.02%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.733 · Trustee Fees	0.00	3,600.00	-3,600.00	0.0%
511.734 · Continuing Disclosure Fee	0.00	350.00	-350.00	0.0%
511.750 · Website Management	833.30	2,000.00	-1,166.70	41.67%
Total Expense	149,059.14	939,657.00	-790,597.86	15.86%
Net Ordinary Income	687,030.02	0.00	687,030.02	100.0%
Net Income	687,030.02	0.00	687,030.02	100.0%

**CUTLER CAY CDD
TAX COLLECTIONS
2022-2023**

#	ID#	PAYMENT FROM	DATE	PAYMENT FROM	Tax Collect Receipts	Interest Received	Commissions Paid	Discount	Net From Tax Collector	Admin Assessment Income (Before Discounts & Fees)	Maint Assessment Income (Before Discounts & Fees)	Debt Assessment Income (Before Discounts & Fees)	Admin Assessment Income (After Discounts & Fees)	Maint Assessment Income (After Discounts & Fees)	Debt Assessment Income (After Discounts & Fees)	Debt Assessment Paid to Trustee
									\$ 1,767,169	\$ 98,896	\$ 895,132	\$ 773,141	\$ 98,896	\$ 895,132	\$ 773,141	
									\$ 1,666,410	\$ 93,757	\$ 845,900	\$ 726,753	\$ 93,757	\$ 845,900	\$ 726,753	\$ 726,753
1	1	Miami-Dade Tax Collector	11/25/22	NAV Taxes	\$ 84,170.87		\$ (808.05)	\$ (3,366.82)	\$ 79,996.00	\$ 4,713.52	\$ 42,632.55	\$ 36,824.80	\$ 4,479.65	\$ 40,518.00	\$ 34,998.35	\$ 34,998.35
2	2	Miami-Dade Tax Collector	12/07/22	NAV Taxes	\$ 1,049,004.60		\$ (10,070.44)	\$ (41,959.97)	\$ 996,974.19	\$ 58,744.25	\$ 531,320.80	\$ 458,939.55	\$ 55,830.44	\$ 504,967.45	\$ 436,176.30	\$ 436,176.30
3	3	Miami-Dade Tax Collector	11/23/22	NAV Taxes	\$ 207,451.05		\$ (1,990.63)	\$ (8,387.67)	\$ 197,072.75	\$ 11,617.20	\$ 105,074.00	\$ 90,759.85	\$ 11,036.00	\$ 99,817.40	\$ 86,219.35	\$ 86,219.35
4	4	Miami-Dade Tax Collector	12/22/22	NAV Taxes	\$ 84,693.54		\$ (817.32)	\$ (2,960.21)	\$ 80,916.01	\$ 4,742.79	\$ 42,897.30	\$ 37,053.45	\$ 4,531.21	\$ 40,983.95	\$ 35,400.85	\$ 35,400.85
5	5	Miami-Dade Tax Collector	01/11/23	NAV Taxes	\$ 103,491.91		\$ (1,004.28)	\$ (3,065.54)	\$ 99,422.09	\$ 5,795.51	\$ 52,418.65	\$ 45,277.75	\$ 5,567.54	\$ 50,357.30	\$ 43,497.25	\$ 43,497.25
6	6	Miami-Dade Tax Collector	02/08/23	NAV Taxes	\$ 17,788.33		\$ (173.64)	\$ (424.60)	\$ 17,190.09	\$ 996.13	\$ 9,009.80	\$ 7,782.40	\$ 962.59	\$ 8,706.80	\$ 7,520.70	\$ 7,520.70
7	Int - 1	Miami-Dade Tax Collector	02/13/23	Interest		\$ 1,005.20			\$ 1,005.20	\$ 1,005.20			\$ 1,005.20			\$ -
8									\$ -							\$ -
9									\$ -							\$ -
10									\$ -							\$ -
11									\$ -							\$ -
12									\$ -							\$ -
13									\$ -							\$ -
14									\$ -							\$ -
15									\$ -							\$ -
16									\$ -							\$ -
17									\$ -							\$ -
18									\$ -							\$ -
					\$ 1,546,600.30	\$ 1,005.20	\$ (14,864.36)	\$ (60,164.81)	\$ 1,472,576.33	\$ 87,614.60	\$ 783,353.10	\$ 676,637.80	\$ 83,412.63	\$ 745,350.90	\$ 643,812.80	\$ 643,812.80

Total Roll = \$1,767,170.49

Note: \$1,767,169, \$98,896, \$895,132 and \$773,141 are 2022/2023 Budgeted assessments before discounts and fees.
Note: \$1,666,410, \$93,757, \$845,900 and \$726,753 are 2022/2023 Budgeted assessments after discounts and fees.

\$ 1,546,600.30	
\$ 1,005.20	\$ 1,472,576.33
\$ (87,614.60)	\$ (83,412.63)
\$ (783,353.10)	\$ (745,350.90)
<u>\$ (676,637.80)</u>	<u>\$ (643,812.80)</u>
\$ -	\$ -