



**CUTLER CAY  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
REGULAR BOARD MEETING  
JANUARY 8, 2024  
4:00 P.M.**

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

[www.cutlercaycdd.org](http://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 192<sup>nd</sup> Street  
Cutler Bay, FL 33157  
**REGULAR BOARD MEETING**  
**January 8, 2024**  
**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. November 13, 2023 Regular Board Meeting Minutes.....Page 2
- G. New Business**
  - 1. Consider Approval of Slab Replacement Proposal for the Hydrant Located near the Main Entrance.....Page 10
  - 2. Ratify and Approve Nelco Fee Schedule for Board Requested Testing with Relation to the Lake Bank Improvement Project.....Page 25
  - 3. Ratify and Approve the Agreement between Felix Clean Services LLC for the Southern Entrance Water Feature Repairs.....Page 27
  - 4. Ratify and Approve the First Choice Electric Proposal for the Replacement of the Fountain Motor Control Box.....Page 44
  - 5. Consider Approval of Resolution No. 2024-01 – Electronic Signature Policy.....Page 45
  - 6. HOA Request for Consideration of the Scheduling of a Workshop
  - 7. HOA Request for the District to Consider Granting the HOA Authorization to Paint the Old Cutler Exterior Wall to Color Match Interior Walls
  - 8. HOA Request for a Discussion Regarding Tract V, the Landscaping within Privet Property(s) and the Consideration of Transfer of Property
- H. Old Business**
  - 1. Update from District Engineer on Phase I, Priority One, Lake Bank Restoration Project
  - 2. Update on the Sidewalk Repairs and Replacement Project(s)
  - 3. Update on the Root Barrier Installation, Fill, Compaction and Sodding Project
  - 4. Update on the Stormwater Management System Root Removal Project for Area Located Near 7548 SW 189<sup>th</sup> Street
- I. Administrative Matters**
  - 1. Financial Update.....Page 48
- J. Board Member and/or Staff Comments/Requests**
- K. Adjourn**

## MIAMI-DADE

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

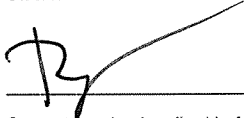
Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT -  
FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE

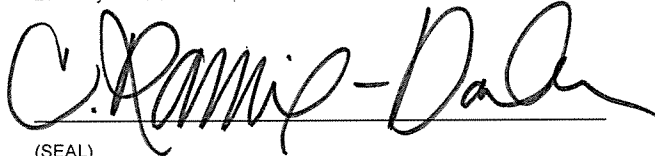
in the XXXX Court,  
was published in a newspaper by print in the issues of Miami  
Daily Business Review f/k/a Miami Review on

10/23/2023

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

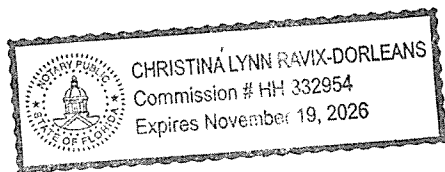


Sworn to and subscribed before me this  
23 day of OCTOBER, A.D. 2023



(SEAL)

ROSANA SALGADO personally known to me



### CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 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 13, 2023  
January 8, 2024  
March 11, 2024  
April 8, 2024  
May 13, 2024  
June 10, 2024  
August 12, 2024  
September 9, 2024

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](http://www.cutlercaycdd.org)  
10/23

23-21/0000690093M

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
NOVEMBER 13, 2023**

**A. CALL TO ORDER**

Mrs. Perez called to order the November 13, 2023, Regular Board Meeting of the Cutler Cay Community Development District (the “District”) at 4:01 p.m. in the Cutler Cay Community Clubhouse located at 7755 SW 192<sup>nd</sup> Street, Cutler Bay, Florida 33157.

**B. PROOF OF PUBLICATION**

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 23, 2023, as part of the District’s Fiscal Year 2023/2024 Regular Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

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

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

Also present via telephone were:

Jon Kessler of FMS Bonds  
Andrew Karmeris of SDS, Inc.  
Stephen D. Sanford of Greenberg Traurig, P.A.

Also present in-person were several members of the public.

**D. ADDITIONS AND/OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

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

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

**F. APPROVAL OF MINUTES**

**1. August 14, 2023, Regular Board Meeting**

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Corradini and passed unanimously approving the minutes of the August 14, 2023, Regular Board Meeting, as presented.

**G. NEW BUSINESS**

## 1. Consider Resolution No. 2023-09 Adopting a Fiscal Year 2022/2023 Amended Budget

Resolution No. 2023-09 was presented, entitled:

### RESOLUTION NO. 2023-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

A **MOTION** was made by Supervisor Corradini, seconded by Supervisor Musser and passed unanimously adopting Resolution No. 2023-09, as presented.

## 2. FMS Bonds’ Presentation – 2024 Improvement Project Bond

Mr. Kessler of FMS Bonds gave a presentation and went over information related to the bond, noting that this process would require validation.

### Cutler Cay CDD

#### Proposed Loan at Current Interest Rates

##### Loan Assumption

Assessments -- Net **	\$142,230
CAPI Term (months)	11
Interest Rate**	5.75%
Term	20
DSRF (% of MADS)	0%
Par Amount	\$1,665,000
Less:	
DSRF	\$0
CAPI	\$87,759
COI	\$187,241
<b>Net Bond Proceeds</b>	<b>\$1,390,000</b>

##### Assessment Allocation

FF	# of Units	ERU Factor	Proposed Assessment Per Home	Current Assessment Per Home	Total Assessment Per Home
60	180	1.00	\$282	\$1,384	\$1,666
75*	258	1.00	\$282	\$1,440	\$1,722
125	67	1.00	\$282	\$1,602	\$1,884
	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.

Supervisor Ailen Milian arrived at approximately 4:06 p.m.

## 3. Consider FMS Bonds’ Engagement Letter

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously approving the FMS Bonds’ engagement letter, as presented.

## 4. Consider Greenberg Traurig’s Engagement Letter

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously approving the FMS Bonds' engagement letter, as presented.

## **5. Consider Revised Supplemental Engineer's Report – 2024 Improvement Project**

The Supplemental Engineer's Report (2024 Improvement Project) was presented.

Mr. Alvarez went over the report, reviewing the proposed projects in detail and noting that the only change to the previously approved report was to the project year previously referred to as the "2023 Improvement Project" and now known as the "2024 Improvement Project." He added that this report could be amended as needed. A lengthy discussion ensued with Mr. Alvarez answering questions from the Board and members of the public.

Ms. Wald provided a brief explanation as to the validation process.

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously approving the Revised Supplemental Engineer's Report (2024 Improvement Project), as presented.

## **6. Consider Special Assessment Methodology Report for 2024 Improvement Project**

Mr. Karmeris provided an overview of the report and addressed questions from the Board.

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Musser and passed unanimously approving the Special Assessment Methodology Report for the 2024 Improvement Project, as presented.

## **7. Consider Resolution No. 2023-10 – Authorizing Resolution NTE \$2,000,000 – Series 2024 Bonds**

Mrs. Perez presented Resolution No. 2023-10, entitled:

### **RESOLUTION NO. 2023-10**

**AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,000,000 AGGREGATE PRINCIPAL AMOUNT OF CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (2024 PROJECT), TO PAY ALL OR A PORTION OF THE DESIGN, ACQUISITION AND CONSTRUCTION COSTS OF REPAIRING LAKE BANK EROSION, STORMWATER MANAGEMENT AND DRAINAGE IMPROVEMENTS AND REPAIRS, INCLUDING INCIDENTAL COSTS AND PROFESSIONAL FEES (COLLECTIVELY, THE "2024 PROJECT"), PURSUANT TO CHAPTER 190, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR THE APPOINTMENT OF A TRUSTEE; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE IN SUBSTANTIALLY THE FORM ATTACHED HERETO; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT (EXCEPT AS OTHERWISE PROVIDED HEREIN), THE TOWN OF CUTLER BAY, FLORIDA, MIAMI-DADE COUNTY, FLORIDA, THE STATE OF FLORIDA OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM**

**SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE 2024 PROJECT AND SUBJECT TO ASSESSMENT; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.**

Mr. Sanford provided an explanation for the Delegation Resolution and the attachments, noting that this action would approve the issuance of bonds with a not to exceed amount. He also provided forms required for the bond purchase contract.

A discussion ensued after which the following motion was made:

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and unanimously passed approving and adopting Resolution No. 2023-10, as presented, authorizing the issuance and sale of not to exceed \$2,000,000 Special Assessment Bonds, Series 2024 to finance certain public infrastructure within the District and further authorizing the execution of all related documents in connection with the issuance by District officials and the sale and delivery of the 2024 Bonds, as required and approved by Bond Counsel.

**8. Consider Resolution No. 2023-11 – Declaring Special Assessments**

Mrs. Perez presented Resolution No. 2023-11, entitled:

**RESOLUTION NO. 2023-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE FUNDING OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS AND DECLARING SPECIAL ASSESSMENTS (2024 PROJECT); INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO FINANCED AND SUCH FINANCING IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE FINANCING OF THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Wald gave an overview of the resolution.

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Corradini and unanimously passed approving and adopting Resolution No. 2023-11, as presented.

**9. Consider Resolution No. 2023-12 – Setting a Public Hearing on the Levy of Non-Ad Valorem Assessments**

Mrs. Perez presented Resolution No. 2023-12, entitled:

**RESOLUTION NO. 2023-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD AT 4:00 PM ON JANUARY 8, 2024, AT THE LOCATION OF THE CUTLER CAY COMMUNITY CLUBHOUSE, 7755 SW 192ND STREET, CUTLER BAY, FL 33157, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT PURSUANT TO CHAPTERS 190, 170, AND 197, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.**

Ms. Wald went over the resolution and addressed the Board's inquiries.

Members of the public requested that the time for this Public Hearing be changed to later in the evening. A discussion ensued amongst the Board regarding schedules and availability. The Association Manager present at this meeting then confirmed location availability for the Public Hearing on Monday, January 29, 2024, at 6:00 p.m.

A **MOTION** was made by Supervisor Corradini, seconded by Supervisor Milian and passed unanimously adopting Resolution No. 2023-12, as presented, and setting the Public Hearing for Monday, January 29, 2024, at 6:00 p.m. in the Cutler Cay Community Clubhouse located at 7755 SW 192<sup>nd</sup> Street, Cutler Bay, Florida 33157.

**10. Cutler Cay Homeowners' Association Notification of Termination of Maintenance Agreement**

Presented in the meeting book was the Homeowners Association Notification of Termination of the Maintenance Agreement between the District and the Association with an effective date of midnight on September 30, 2025. A lengthy discussion ensued. It was noted that the landscaping for the common areas owned by the District and the security entry points would become the District's responsibility.

Pursuant to an inquiry made by a member of the public, District management was asked to prepare a timeline, inclusive of assessment increases, for the transitions of responsibilities from the Association to the District over the years and for said information to be shared with the public at a future date.

**11. Discussion Regarding E-Mail Communication from HOA President Regarding Lake Erosion Project and Public Concerns**

This item was reviewed by the Board.

**12. Raptor Vac System CCTV Report and Consider Root Removal Proposal for Area Near 7548 SW 189<sup>th</sup> Street**

Presented in the meeting materials was the Raptor Vac System CCTV Report and Consider Root Removal Proposal for an area Near 7548 SW 189<sup>th</sup> Street.



A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Milian and passed unanimously approving the proposal dated October 24, 2023, in the amount of \$2,500.00 for the Root Removal pursuant to the findings of the report and directing District Counsel to prepare an agreement and simultaneously authorizing District management to execute same on behalf of the District.

### 13. Consider Ratification and Approval of Florida Sidewalk Solutions' Proposal for Sidewalk Repairs

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Fonte and passed unanimously ratifying and approving the Agreement dated October 25, 2023, in the amount of \$3,559.14 to address the 35 Trip Hazards which consist of 178 Lineal Feet of Corrections. Because the District moved expeditiously on the approval of the agreement, a savings of 10% was issued, otherwise the cost would have been \$3,954.60; directing District Counsel to prepare the agreement and simultaneously authorizing District management to execute same on behalf of the District.

### 14. Consider Proposal for Necessary Sidewalk Replacements

Cutler Cay CDD Sidewalk Panels Replacement		
Atlantic Southern	Headley Construction	Southern Asphalt Engineering
To remove and replace 3 damaged/broken sidewalk panels (5'x5'). Exact locations in the enclosed map.		
Total Cost: \$5,420.00	Total Cost: \$4,100.00	Total Cost: \$3,945.00

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously approving the proposal from Headley Construction in the amount of \$4,100 for the necessary sidewalk replacements.

Supervisor Corradini left the meeting at approximately 5:15 p.m.

### 15. Consider Root Barrier Installation, Fill, Compacting and Sodding

Cutler Cay CDD Fill, Compaction, Sod and Root Barrier Installation		
Brightview	Trimscape	Turf Management
Installation of approx 145 linear feet of root barrier along sidewalk, and adding 50/50 topsoil to level and sod		
\$9,523.35	\$4,500.00	\$4,465.00

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Fishbein and passed unanimously approving the proposal from Turf Management in the amount of \$4,465 for root barrier installation, fill, compacting and sodding, as presented.

**16. Consider Ratification and Approval of Southern Entrance Water Feature Proposal from Reef Tropical for Leak Detection Services**

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Fonte and passed unanimously ratifying and approving the Reef Tropical Pools' Invoice # 113489939 in the amount of \$450.00 for leak detection services at the Southern Entrance Water Feature.

**17. Consider Ratification and Approval of Southern Entrance Water Feature Proposal from Douglas Orr for Pipe Replacement**

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously ratifying and approving the Douglas Orr Quote 11722, dated September 7, 2023, in the amount of \$1,850.00 for re-piping of a line at the southern entrance water feature.

**18. Consider Ratification and Approval of Southern Entrance Water Feature CO#1 from Douglas Orr for Hydraulic Water Box Replacement**

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously ratifying and approving the Douglas Orr, CO#1, dated October 5, 2023, in the amount of \$2,895.00 for the replacement of the hydraulic water box located in the wall of the southern entrance water feature.

**19. Consider Ratification and Approval of Southern Entrance Water Feature Proposal from Waterflow Irrigation, Inc. for Install of Fiberglass Pump Enclosure**

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously ratifying and approving Waterflow Irrigation, Inc. Estimate # 0001827, dated October 6, 2023, in the amount of \$1,980.00 for the installation of a fiberglass pump enclosure.

**20. Consider Ratification and Approval of Southern Entrance Water Feature Proposal from Elite for Wall Repairs and Paint**

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Musser and passed unanimously ratifying and approving the Elite Property Services' proposal in the amount of \$650 for the necessary wall repairs and paint at the southern entrance water feature.

**21. Discussion Regarding Landscape Lighting Replacement at Main Entrance**

At the request of the Association, management presented in the meeting book proposals to make corrections to the landscape lighting at indicated areas of the main entrance. Ms. Perez advised the landscape lighting appeared to have been damaged by BrightView while conducting landscaping services and as such the recommendation was made and the Association was asked to direct BrightView to make the necessary corrections at their cost, so that the Association and the District do not have to assume said repairs resulting from BrightView's negligence.

**H. OLD BUSINESS**

**1. District Engineer Update on Phase One, Priority One – Lake Bank Restoration Project**

Mr. Alvarez provided an update and noted that the work was being conducted neatly. He added that the work on this project was approximately 80% completed.

## **2. District Engineer Update on Hydrant Located at the Entrance**

The District Engineer was directed to provide a detail to District management for the Management team to gather proposals for the necessary repairs to be conducted at the slab around the hydrant located at the main entrance.

### **I. ADMINISTRATIVE MATTERS**

#### **1. Financial Update**

Mrs. Perez presented the financials, noting that available funds as of September 30, 2023, were \$970,325.13.

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

### **J. BOARD MEMBER/STAFF COMMENTS/REQUESTS**

#### **1. District Counsel Update on 2023 Required Ethics Training**

Ms. Wald provided an update on the 2023 Required Ethics Training and noted that additional information would be forthcoming.

### **K. 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 5:50 p.m.

**ATTESTED BY:**

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**Secretary/Assistant Secretary**

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**Chairman/Vice Chair**

## Cutler Cay CDD

### Concrete Slab for Water Hydrant

305 Asphalt

Atlantic Southern

Worldwide  
Distributors

Remove and replace existing concrete slab around hydrant by the technical specifications provided by the District Engineer (enclosed).

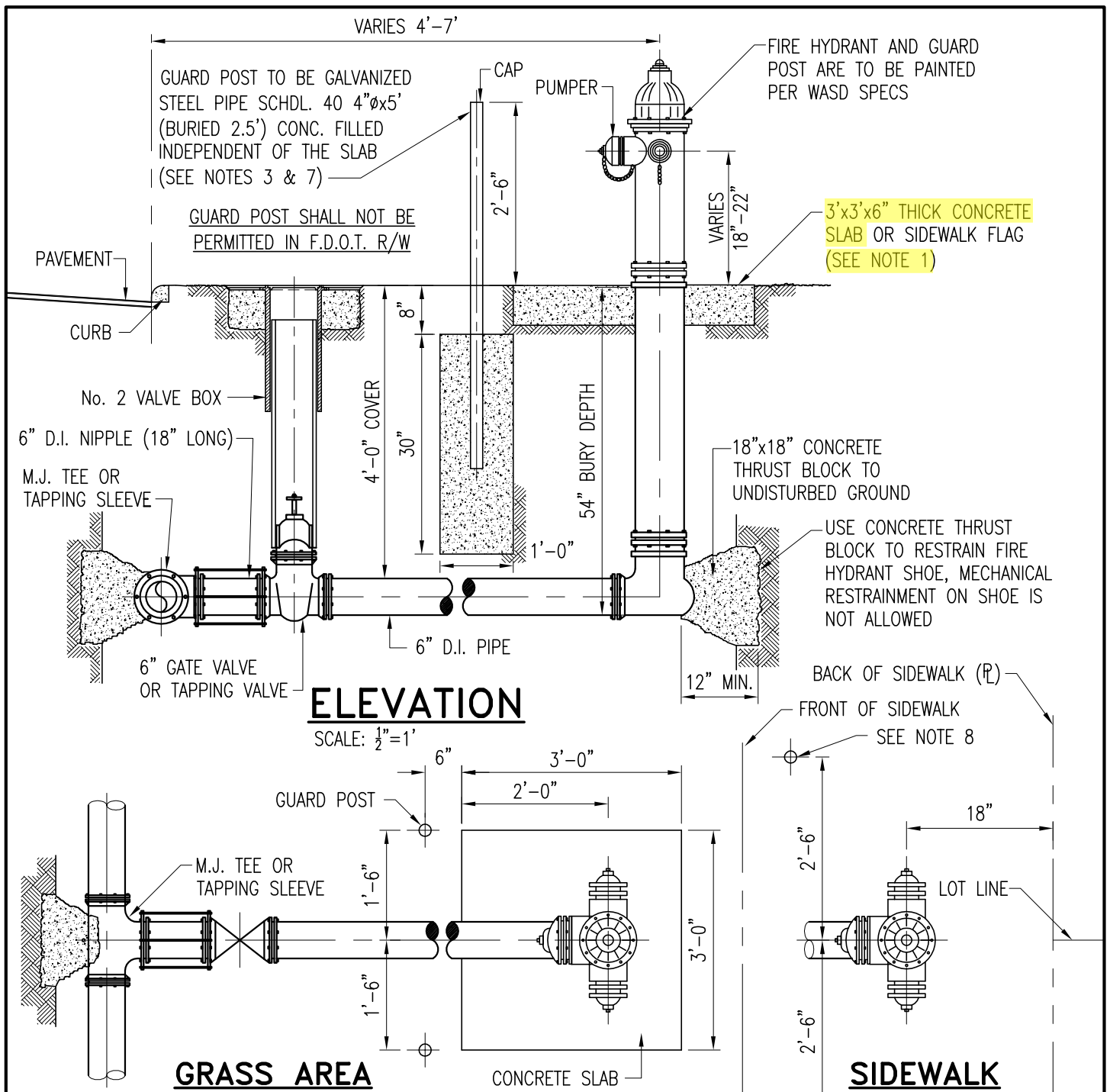
**\$3,500.00**

**\$4,852.00**

**\$1,250.00**







### NOTES:

1. WHEN THE PORTION OF THE SIDEWALK IS WITHIN THE 4'-7' OFFSET, **LOCATE FIRE HYDRANT 1' FROM FACE OF WALK, WITHIN GRASS AREA.**
2. IN ALL OTHER CASES, CONTACT FIRE DEPARTMENT FOR FIRE HYDRANT LOCATION.
3. IN SIDEWALK LOCATE GUARD POSTS AT THE FACE OF THE PUMPER AND 2'-6" LEFT/RIGHT OF  $\phi$  OF THE FIRE HYDRANT.
4. FIRE HYDRANT SLAB AND GUARD POST CONCRETE WORK SHALL BE DIFFERENT POURS.
5. EXTRA POSTS MAY BE REQUIRED IN INDUSTRIAL AND CONGESTED TRAFFIC AREAS.
6. FIRE HYDRANTS SHALL NOT BE LOCATED WITHIN A RADIUS.
7. GUARD POSTS SHALL NOT BE ALLOWED IN F.D.O.T. R/W (SEE SHEET 2 OF 2)
8. POSTS TO BE INSTALLED AT DISCRETION OF INSPECTOR.

### PLAN

SCALE:  $\frac{1}{2}''=1'$

CONC. ANCHOR	GS 1.1	
No. 2 VALVE BOX	WS 3.10	
TYP. TIE ROD DETAIL	GS 1.0	
TYP. GATE VALVE	WS 1.0	
ITEM	CROSS REF.	SPEC. REF.

ISSUE DATE

02/25/2013

APPROVED BY

F.A.

STANDARD DETAIL

TYPICAL FIRE HYDRANT  
INSTALLATION WITH GUARD POSTS

**WS**  
**4.50**  
SHEET 1 OF 2



# 305 Asphalt, LLC

1680 Michigan Avenue, Suite 700,  
Miami Beach, Fl 33139  
305-906-1982  
eileen.305asphalt@gmail.com

ESTIMATE

EST1056

DATE

Dec 6, 2023

TOTAL

USD \$3,500.00

TO  
**Cutler Cay CDD**  
7755 SW 192 Street  
Cutler Bay, FL 33157  
786-503-1633  
rGalvis@sdsinc.org

DESCRIPTION	RATE	QTY	AMOUNT
Concrete Slab - Hydrant Remove and Replace existing concrete slab around hydrant to specification supplied by the owners/management.	\$3,500.00	1	\$3,500.00
SUBTOTAL			\$3,500.00
TAX (0%)			\$0.00
TOTAL			USD \$3,500.00

# Pavement Maintenance Proposal

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**SDS Inc**  
Ronald Galvis

**Project:**  
**Cutler Cay CDD Concrete Slab**  
7755 SW 192nd St  
Cutler Bay, FL 33157



Phil Delvaille  
Account Manager

# Your Pavement Contractor

## Company Info



Atlantic Southern Paving and Sealcoating  
6301 W Sunrise Blvd  
Sunrise, FL 33313

P: 954-581-5805  
F: 954-581-0465

<http://www.atlanticsouthernpaving.com>

## Contact Person

Phil Delvaille  
Account Manager  
[phil@atlanticsouthernpaving.com](mailto:phil@atlanticsouthernpaving.com)  
Cell: 954-707-0752  
Office 954-581-5805

## About Us

### We Solve Problems and Make Complicated Simple!

We understand that as a manager, owner or investor of properties all over the United States, you need a partner to develop a strategic plan that will preserve your investment for the long term for the least amount of money.

**Atlantic Southern Paving & Sealcoating** provides pavement design, maintenance & construction services to the residential, commercial, recreational and industrial markets throughout the United States.

Please find the enclosed proposal and do not hesitate to call us with any questions.

Watch a Video About Us: [CLICK HERE](#)

**FDOT Certified Contractor**



## Concrete Surface

1. We have identified 1 area(s) comprising approx. 9 sq. ft for a new concrete surface.
2. Sawcut and remove damaged slab.
3. Excavate and remove dirt and grass up to (exc tons) tons.
4. **New Concrete Surface:** We will form, place and finish 6 inches of 3,000 psi concrete. Control & Expansion joints will be installed as necessary.
5. **Finish:** The final finish of the new concrete surface will be Brush-Finished. If you desire a different finish, please let us know prior to the acceptance of this proposal.
6. **Barricading:** All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.

Total Price: \$4,852.00

## Current Conditions



## Notes:

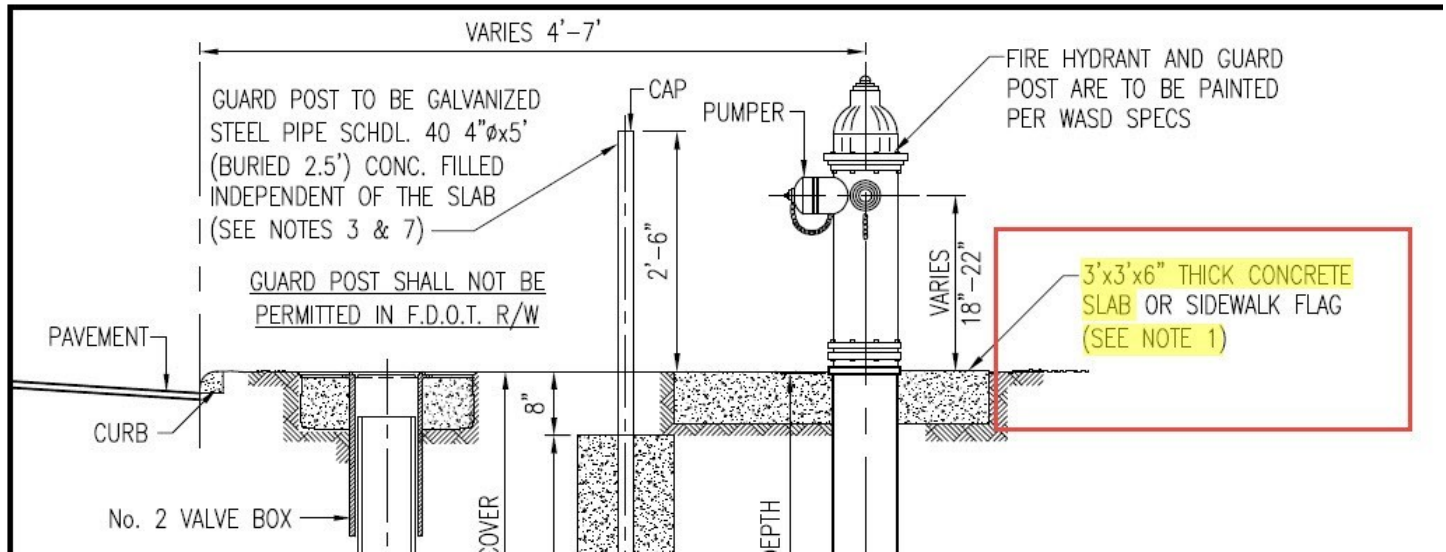
## Current Conditions



**Notes:**



## Concrete Specs



## Notes:

# Price Breakdown: Cutler Cay CDD Concrete Slab

Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on December 06, 2023.

Item	Description	Cost
1.	Concrete Surface	\$4,852.00
Total:		\$4,852.00

## Authorization to Proceed & Contract

**The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE**

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract. The parties also acknowledge that the time for performance of the work may be impacted by market conditions beyond contractor's control in which event the contract time shall be extended.

Please see all attachments for special conditions that may pertain to aspects of this project.

This price of this contract is based upon completion of the work within thirty days from the date hereof, thus the price is good for a period of up to 30 days from the date listed herein. If the work is not completed within thirty days, and the contractor experiences price increases for materials in excess of those upon which the price of this contract were based as of the date hereof, the contract price shall be increased by the amount of the documented price increase.

## Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

40% deposit upon contract.

(A signed proposal and deposit are required prior to scheduling of the work)

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



Ronald Galvis | Field Operations Manager  
SDS Inc  
7755 SW 192nd St  
Cutler Bay, FL 33157  
[rgalvis@sdsinc.org](mailto:rgalvis@sdsinc.org)  
C: 786-503-1633

Phil Delvaille | Account Manager  
Atlantic Southern Paving and Sealcoating  
6301 W Sunrise Blvd  
Sunrise, FL 33313  
E: [phil@atlanticsouthernpaving.com](mailto:phil@atlanticsouthernpaving.com)  
C: 954-707-0752  
P: 954-581-5805  
F: 954-581-0465  
<http://www.atlanticsouthernpaving.com>

## Contract Terms & Conditions

1. The owner is responsible to notify all landscapers and garbage companies to not show on 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.
2. 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.
3. It is understood and agreed that all work is performed "weather permitting".
4. Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
5. Permit fees billed as actual. Processing fees billed in addition to the cost of permit: **\$800.00**

This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.

6. 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.)
7. Atlantic Southern Paving & Sealcoating, LLC will not be responsible for paint adhesion to car stops that have not been pressured cleaned.
8. 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.
9. **Line Striping:** If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the owner's responsibility to inform ASP if this is desired prior to commencement of the project.
10. **Asphalt Repairs/Paving:** If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, ASP will provide photo documentation showing the additional depth and a change order will be sent to ownership for the additional material.
11. Additional mobilization(s) to be billed at \$2,500 each for **Asphalt Repairs**. This charge may be billed due to, but not limited to: site unavailability for commencement of the 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.
12. Additional mobilization(s) to be billed at \$2,500 each for **Sealcoating**. This charge may be billed due to, but not limited to: site unavailability for commencement of the 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.
13. Additional mobilization(s) to be billed at \$2,500 each for **Concrete Services**. This charge may be billed due to, but not limited to: site unavailability for commencement of the 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.
14. Additional mobilization(s) to be billed at \$5,000 each for **Paving**. This charge may be billed due to, but not limited to: site unavailability for commencement of the 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. Atlantic Southern Paving will provide a schedule to be approved by Owner prior to any additional mobilizations
15. **If ASP is performing milling and/or paving, the customer acknowledges that this work will not result in new elevations/grades. This means that any existing ponding water will not be rectified by performing this scope of work. It is the owner's responsibility to notify the account manager if there is ponding water. The only method to improve standing water is to perform additional rock and grading work which will be an additional cost.**
16. Atlantic Southern Paving & Sealcoating, LLC cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
17. **ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC will not accept responsibility for reflective cracking of**

**new asphalt overlay due to the cracked condition of the existing asphalt pavement.**

18. Owner agrees to pay asphalt over-runs at \$175.00 per ton.
19. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$205.00 per ton
20. **Crack Sealing:** Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.
21. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the owner and not Atlantic Southern paving. If Atlantic Southern Paving needs to repair damages, the costs will be billed to the owner as a change order.
22. Atlantic Southern Paving and Sealcoating, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
23. Plans, engineering, layout, testing, bonds and as-builts by others.
24. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
25. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Atlantic Southern Paving & Sealcoating, LLC and the financially responsible company for which the work will be performed.
26. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
27. Atlantic Southern Paving & Sealcoating, LLC will add a 1½% finance charge to any unpaid proper invoice past due at least (30) thirty days.
28. This proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Thursday, excluding Friday, holidays and weekends.
29. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
30. No warranties are honored unless payment is made in full. Atlantic Southern Paving and Sealcoating will provide a one year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.

## Sealcoating Commercial | Owners Resp & Conditions

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, 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 must be on call to remove cars from the scheduled work zone. If any cars are left on 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 (\$1500 for Sealcoating)***
2. **Cleaning:** Customer is responsible for any "heavy cleaning"; otherwise Atlantic Southern Paving & Sealcoating, LLC will bill for this additional cleaning.
3. **Cracking:** cracks in pavement will still be noticeable after Sealcoating
4. **Lawn Fertilization:** should not be installed seven days before or after service.
5. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your 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 where sealer has not bonded.
6. **Sprinklers:** should be off 24 hours prior until 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.
7. **Pavement Sealer:** will take a minimum of 30 days to fully cure and is sensitive to ***animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings*** during this time. This is normal and no reason to be concerned, it will fade over time. Areas of shade will take longer to dry and cure than areas in the direct sunlight.
8. **Driving on Surface:** Once you start driving on sealed surface, avoid turning your wheels unless your car is moving.

# Proposal: Cutler Cay CDD Concrete Slab

We understand this may be difficult to do, but understand that when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, no worries in time they will blend in with surrounding surface.

9. **Overspray on Grass:** where grass meets your pavement, you may expect a small "drift spray" of pavement sealer. This is normal and will disappear generally after the next mowing.
10. **Weeds:** It is important to note that we have proposed all work at the time of the assessment. If you decide to do work 3 months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.

## 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 7:15 am, 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 must be on call to remove cars from the scheduled work zone. If any cars are left on 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 (\$5,000 for Paving)***
2. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on 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's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your 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 where sealer has not bonded.
4. **Sprinklers:** should be off 24 hours prior until 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:** Atlantic Southern Paving and Sealcoating 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 \$175.00 per ton.
7. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$205.00 per ton.
8. **Reflective Cracking:** Atlantic Southern Paving and Sealcoating will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement
9. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
10. De-mucking and removal of unsuitable materials not included.
11. **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 a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, ***no worries in time they will blend in with surrounding surface.***



Please click any of the links below to view and print all documents.

## Company Attachments

[COI 2024](#)

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



**ADDRESS**

RONALD GALVIS  
CUTLER CAY COMMUNITY  
DEVELOPMENT DISTRICT  
7755 SW 192ND ST  
CUTLER BAY, FL 33157

**SHIP TO**

RONALD GALVIS  
CUTLER CAY COMMUNITY  
DEVELOPMENT DISTRICT  
7755 SW 192ND ST  
CUTLER BAY, FL 33157

**Estimate 10095**

**DATE 12/13/2023**

**DESCRIPTION**

**QTY**

**AMOUNT**

Cutler Cay- Fire Hydrant concrete repair

1,250.00

6" Concrete slab

- Remove existing cracked concrete around water hydrant.
- Form and pour a 3' x 3' x 6" concrete slab around fire hydrant.

**TOTAL**

**\$1,250.00**

Accepted By

Accepted Date



November 17, 2023

**Landshore Enterprises**  
6555 N. Powerline Road, Ste. #302  
Fort Lauderdale, FL 33309

**Attention:** Michal Jerabek [Mike@landshore.com](mailto:Mike@landshore.com)

## **Fee schedule of Unit Prices**

Dear Sirs,

Thank you for requesting a Fee Schedule of our services. This is a list of services available; including but not limited to Laboratory Testing, Inspections, and Materials Testing. This list is intended to give you a general scope of our prices. We offer many other testing services not mentioned, and if something is needed that is not on this list, please notify us and we will adjust this list to your specific needs. If you have any questions or concerns, Please do not hesitate in contacting us.

### **Testing Services**

**In-Place field Density Tests** - ASTM D-2922 (Nuclear Gauge Method, minimum 3 tests per trip) -----\$30.00/per test/per lift

**Modified Proctor Tests** - ASTM D-1557 (Modified Proctor) -----\$ 120.00/per test

**Concrete testing** -ATSM C39- C31- to be done approximately every 50 cu. yards or fraction thereof @ a cost of \$100.00 per set,

- Includes sample pick-up

Consisting of (but not limited to):

- Sampling
- Slump test
- Minimum set of 5 cylinders for compression testing, and reporting.
- Concrete technician stand-by time to be charged @ \$45.00 per hour, first ½-hour waived

**Travel Time** - @ \$50.00 per hour portal to portal (Outside Miami Dade & South Broward)

### **Inspections**

**Structural/Special Inspections** - @ \$95.00 / hour (Min. 3 hours)  
Including Travel (Portal to Portal)

**Field/Site Inspections** - @ \$ 75.00 / hour (Min. 3 hours)  
Including Travel (Portal to Portal)

**Visual Inspection** - @ \$200.00

**Soil Statement** - @ \$200.00

**Geotechnical Testing, Percolation Tests, Environmental Site Assessments, and other specialty services: Please contact us for pricing; these services require additional information in order to provide price specific proposals.**

Continue to Page 2

**Some additional testing that may be required or requested:**

# Nelco

## Testing and Engineering Services, Inc.

- Limerock Bearing Ratio test (LBR) FDOT- FM 5-515----- \$ 350.00/test
- Organic Content by Incineration AASHTO T-267----- \$ 85.00/test
- Sieve Analysis ASTM D-1140 / ASTM C-136----- \$ 100.00/test

For pricing of special letters and certifications that may be required or additional tests and inspections not mentioned, please call our office.

### NOTES:

- Please note site is to be accessible for entry & performance of work.

### PROJECT FEES

We will perform the Scope of Services outlined above on a unit fee and hourly fee basis in accordance with the Fee Schedule presented above. The final cost of our services will depend upon the actual amount of time that is required to complete our services and will be a function of the duration of the project. This estimate will be heavily influenced by constraints outside the control of Nelco Testing & Engineering Services, Inc., including, but not limited to the Contractor's schedule, project sequencing, retests and re-inspections, and inclement weather.

All field times are portal-to-portal. Overtime rates will apply for services in excess of eight hours per day. In addition services performed at night (before 7:00 a.m. or after 5:00 p.m.), overtime or work on Sundays and holidays will be billed at 1.5 times the normal rate.

### SCHEDULING

Please contact our office 24 hours ahead of time for scheduling of testing and inspection services.

### RIGHT TO PRIVACY


The information contained in this document is intended to be used as a proposal of project specific fees as requested, based on information given and intended for the explicit use of the client. It shall remain confidential – disclosure of any kind to third parties for any purpose is strictly forbidden.

### AUTHORIZATION

To authorize Nelco Testing & Engineering Services, Inc. to proceed with the Proposed Scope of Services please execute this Agreement by signing and returning one copy to us. Any exceptions to this proposal or special requirements not covered in this proposal should be brought to our attention and addressed prior to acceptance.

**Nelco Testing and Engineering Services, Inc. is pleased to assist you with this project. If you have any questions or need further assistance, please call us at (305) 259-9779.**

Respectfully Submitted,  
Nelco Testing and Engineering Services, Inc.

  
Ulysses Batista  
President

CLIENT: \_\_\_\_\_

BY: \_\_\_\_\_

(Person authorized to execute contracts)

\_\_\_\_\_  
PRINTED NAME

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SMALL PROJECT AGREEMENT  
(Waterfall repairs)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

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

and

**FELIX CLEAN SERVICES LLC**, a Florida limited liability company, having as its principal business address and mailing address at 11461 SW 196 Terrance, Miami, Florida 33157 (the “Contractor”).

**RECITALS**

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

**WHEREAS**, the District has determined that it is necessary to have certain repairs to the waterfall, all within the boundaries of the District (the “Project”), which Project is more particularly described in the Contractor’s Proposal, together with photographs dated November 17, 2023, depicting the necessary repairs, attached hereto and made a part hereof as Composite Exhibit A (collectively the “Proposal”);

**WHEREAS**, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Project as assigned by the District Manager of the District.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

**SECTION 2. DUTIES.**

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the exhibits attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or her designee.

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

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

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

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

H. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

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

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

**SECTION 3. COMPENSATION.** District agrees to compensate the Contractor in an amount not to exceed **TEN THOUSAND SEVEN HUNDRED AND 00/100 (\$10,700.00) DOLLARS** ("Contract Amount") in accordance with the following payment schedule:

Execution of Agreement	\$5,350.00
Final completion of the Project	\$5,350.00

Payment of the Final Payment will be made upon completion of the work necessary to complete the Project and after the Project has passed final inspection by the District, the City/County, and

any other applicable permitting agencies, and after the District has been reimbursed by the Contractor for any damages incurred by the District caused by the Contractor, its subcontractors, agents, and employees. If the District has not been reimbursed by the Contractor for such damages after fifteen (15) days notice of such damages, the District is authorized to withhold the damage amount from the Final Payment to Contractor. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule. This provision supersedes any payment schedule or plan set forth in the Proposal.

**SECTION 4. INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

**SECTION 5. E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

**SECTION 6. TERM.** This Agreement shall commence upon signature and shall continue until the scope of work described herein is completed. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities, and no later than December 31, 2023, weather permitting.

**SECTION 7. INDEMNIFICATION.**

A. Contractor shall indemnify, defend, and save harmless District, its officers, agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property to the extent caused in whole or in part by any negligence, act, omission, or default of the Contractor, its agents, servants or employees arising from this Agreement or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

C. The Contractor acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statutes, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

D. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

**SECTION 8. ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**SECTION 9. RECOVERY OF COSTS AND FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.



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

**SECTION 11. INSURANCE.**

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

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

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

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

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Cutler Cay Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the

operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

## **SECTION 12. CHANGES IN WORK.**

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

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

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

### **SECTION 13. REMEDY FOR DELAY.**

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

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

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

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

**SECTION 14. NOTICES.** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

**DISTRICT:**                   **Cutler Cay Community Development District**  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attention: District Manager

**With copy to:**           **District Counsel**  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
515 East Las Olas Boulevard, Suite 600  
Fort Lauderdale, Florida 33301  
Attention: Michael J. Pawelczyk, Esq.

**CONTRACTOR:**       **Felix Clean Services LLC**  
11461 SW 196 Terrace  
Miami, Florida 33157  
Attention: President

**SECTION 15. INTERPRETATION OF AGREEMENT; AMBIGUITIES.** It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

**SECTION 16. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**SECTION 17. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

**SECTION 18. ASSIGNMENT.** Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 19. APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**SECTION 20. CONFLICTS.** In the event of a conflict between any provision(s) of this main Agreement instrument and the terms and conditions of Composite Exhibit A then this main Agreement instrument shall control.

**SECTION 21. ACCEPTANCE OF PROPOSAL.** District's acceptance of the Contractor's Proposal set forth in Composite Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the services set forth therein.

**SECTION 22. VENUE.** In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Miami-Dade County, Florida.

**SECTION 23. PUBLIC RECORDS.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any

duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**SPECIAL DISTRICT SERVICES, INC.  
2501A BURNS ROAD  
PALM BEACH GARDENS, FLORIDA 33410  
TELEPHONE: (786) 347-2711  
EMAIL: GPerez@SDSINC.ORG**

**SECTION 24. SCRUTINIZED COMPANY CERTIFICATION.** Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:

1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
  - b. Have a material business relationship involving the supply of military equipment, or
  - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - d. Have been complicit in the genocidal campaign in Darfur.
2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
  - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

**SECTION 25. RESPONSIBLE VENDOR DETERMINATION.** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

**SECTION 26. CONVICTED VENDOR LIST.** Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime

may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

**SECTION 27. EXAMINATION OF SITE.** Contractor agrees that it shall be held responsible for having examined the site(s) and the location of all proposed work associated with the Project and has satisfied itself from personal knowledge and experience or professional advice as to the character, condition, location of the site, roads, sidewalks and paved paths, ground surface, pipes, drainage system, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the compensation set forth herein.

**SECTION 28. PROTECTION OF PROPERTY AND PUBLIC.**

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the work provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the work is being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's

activities and work within twenty-four (24) hours.

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

**CUTLER CAY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_ day of \_\_\_\_\_, 2023

**CONTRACTOR:**

**FELIX CLEAN SERVICES, LLC**, a  
Florida limited liability company

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2023



**COMPOSITE EXHIBIT A**

**PROPOSAL**

FELIX CLEAN SERVICES, LLC.

Office Phone: (786) 389-6522

Proposal/Contract

Customer & Address:      Cutler Cay Community Development District  
Old Cutler Rd. & SW 195<sup>th</sup> Ter  
Cutler Bay, FL

We hereby submit specifications and estimates for:

Pool wall rebuild and waterproofing.  
General repair of the waterfall/fountain structure, including dripping (for the cracked areas identified during a previous visit) hydraulic cement and Aquaguard epoxy finish.  
One Year Warranty on waterproofing – only applies for the areas treated.

General Repairs of waterfall	-----	\$ 10,700.00
7% Tax	-----	N/A
Total	-----	\$ 10,700.00

\*50% Deposit is required.

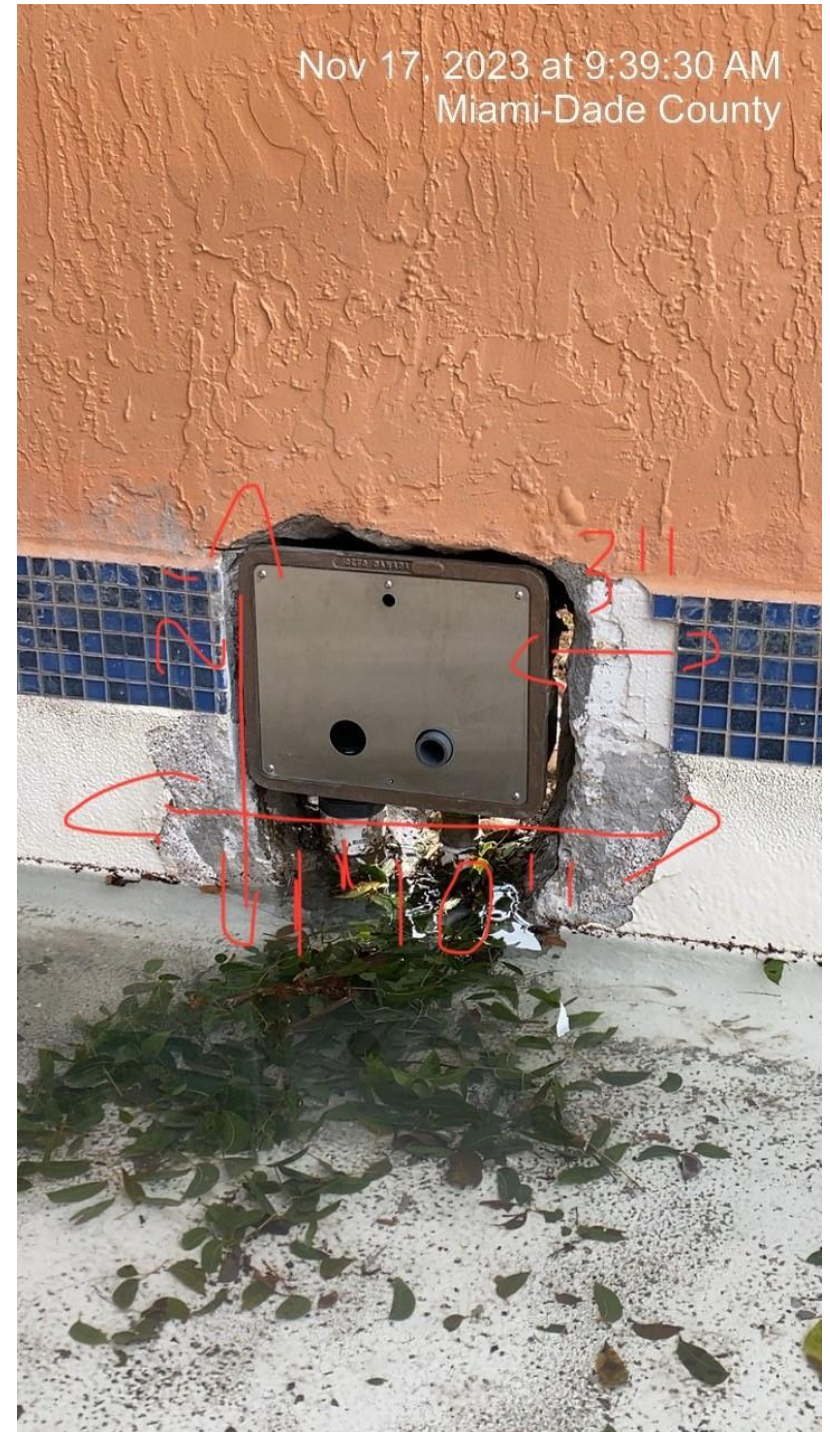
ACCEPTANCE OF PROPOSAL

Name (and Title): \_\_\_\_\_

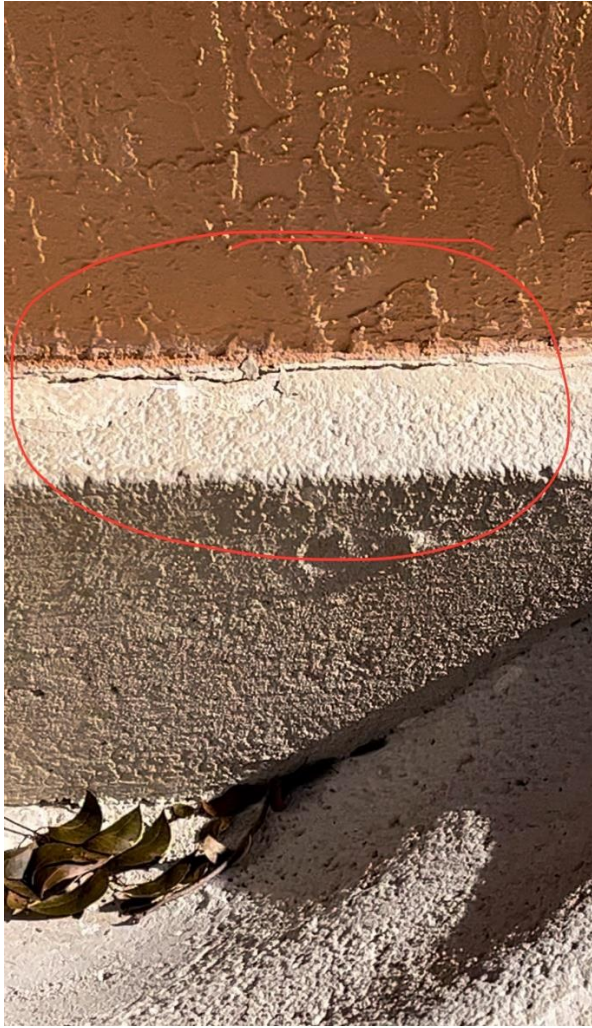
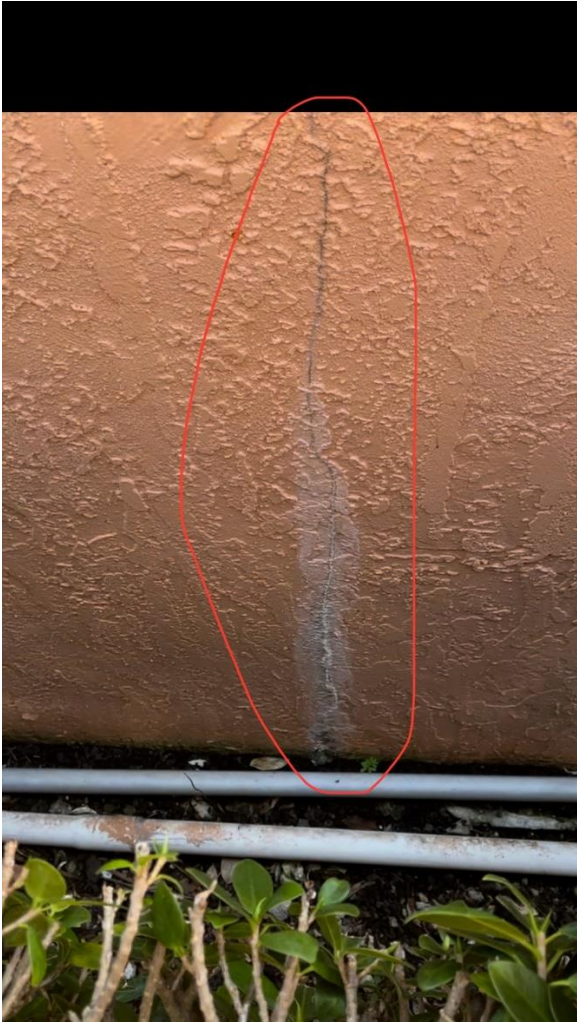
Signature: \_\_\_\_\_

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

FELIX CLEAN SERVICES, LLC.: \_\_\_\_\_













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

**Proposal No. 2023-209**  
**December 8, 2023**

Cutler Cay Community Development District

RE: Replace Fountain Motor Control Box.

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

1. Remove and dispose the existing damaged fountain control box.
2. Install a new Motor Control Box, 5 HP, 230 Volts. (Same specs as the original)
3. Connect existing motor feeder to the new control box.
4. Check voltage and running load.

Not Included:

1. Electrical Permit.
2. Fountain motor replace if needed.
3. Any additional work will be a Change Order.

Notes:

1. Lead Time 3 to 5 business days.
2. Work will be performed in regular hours.
3. Proposal will expire in 30 Days.

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:***

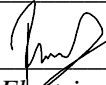
***-----\$1,950.00-----***

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

Date 12-08-2023

Date Dec 08, 2023

*Ronald Galvis*  
Authorized Signature

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

- Approved on December 8th, 2023 By Chairperson Mr. Musser.  
- Required COIs must be provided before commencement of any job.

*Ronald Galvis*  
Ronald Galvis - Field Operations Manager  
Cutler Cay CDD

## **RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING AN ELECTRONIC SIGNATURE POLICY, PROVIDING DISTRICT MANAGER WITH AUTHORITY AND RESPONSIBILITY FOR APPROVAL OF ELECTRONIC SIGNATURES AND IMPLEMENTATION OF CONTROL PROCESSES AND PROCEDURES TO ENSURE COMPLIANCE, INTEGRITY, AND SECURITY, IN ACCORDANCE WITH CHAPTER 688, FLORIDA STATUTES; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, the Cutler Cay Community Development District (the “District”), is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Ordinance No. 2000-11 of the City Commission of the City of Pembroke Pines, Florida enacted on June 7, 2000; and

**WHEREAS**, the Board of Supervisors of the District regularly directs the District Manager of the District to execute and accept certain documents on behalf of the District and it is customary for certain documents to be transmitted via electronic means endorsed with electronic signatures; and

**WHEREAS**, consistent with Chapter 688, Florida Statutes, the District is responsible for adopting and implementing control processes and procedures to ensure adequate integrity, security, confidentiality, and auditability of business transactions conducted using electronic commerce; and

**WHEREAS**, the District Board of Supervisors finds that it is in the best interest of the District to enact a policy pertaining to the use and receipt of electronic signatures.

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

**Section 1.** The foregoing recitals are hereby incorporated as findings of fact of the District Board of Supervisors.

**Section 2.** The Board of Supervisors of the Cutler Cay Community Development District hereby establishes and adopts the “Electronic Signature Policy,” as follows:

## **ELECTRONIC SIGNATURE POLICY**

**PURPOSE:** The purpose of this policy is to establish and identify the criteria and requirements for the use and validation of electronic signatures on documents on behalf of and for District business in accordance with Chapter 688, Florida Statutes, “Electronic Signature Act”.

### **DEFINITIONS:**

*Electronic* means technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.

*Electronic record* means a record created, generated, sent, communicated, received, or stored by electronic means.

*Electronic signature* means any letters, characters, or symbols, manifested by electronic or similar means, or logically associated with a record and that is executed or adopted with the intent to sign the record.

*Electronic transaction* means a transaction that is conducted or performed, in whole or in part, by electronic means or electronic records.

*Record* means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and that is retrievable in perceivable form.

**POLICY:** This policy applies to any Electronic transaction that is a replacement for or complement to handwritten signatures on any record of or for the District, including, but not limited to, contracts, agreements, official minutes, bids, proposals and resolutions. Any Electronic record or Electronic signature may not be denied legal effect or enforceability solely because the record or signature is in electronic form. This policy does not limit the District’s right or option to require original signatures or Records in a non-electronic format as the District deems necessary or as required by applicable policies, laws or regulations.

**PROCEDURE:** When a document containing an Electronic signature is signed, transmitted and received the following requirements must be met:

1. The Electronic signature must establish sender/user authenticity. The electronic signing of a document by an individual must be accompanied by documentation that shows that the signer is the individual signing the document and the individual that has the authority to bind the entity entering into an agreement or contract with the District.



2. If a document has been modified or changed, the prior Electronic signature is invalid and said document requires another Electronic signature or shall be signed by hand. This is to prevent any issue that a document has been changed after it is signed.

3. The District Manager, or his or her designee, has the authority and responsibility for approval of any Electronic signature method utilized and shall be responsible for the implementation of control processes and procedures to ensure adequate integrity, security, confidentiality, and auditability of District business transactions conducted using electronic methods.

4. The Electronic signature shall include the entire name of the individual and shall be located on or near the signature block on the document being electronically signed.

5. The date of the Electronic signature must be captured, stored, and available for retrieval for the required retention period of the document executed.

6. The Electronic record must be transmitted to all parties in a format acceptable to the District Manager, or his or her designee.

**Section 3.** The District Manager is hereby directed to take all actions necessary and consistent with the intent of this Resolution.

**Section 4.** All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

**Section 5.** If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 6.** The Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 8<sup>th</sup> DAY OF JANUARY, 2024.**

**CUTLER CAY COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chairman/Vice Chairman

Cutler Cay  
Community Development District

**Financial Report For  
November 2023**

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

	<b>Annual Budget 10/1/23 - 9/30/24</b>	<b>Actual Nov-23</b>	<b>Year To Date Actual 10/1/23 - 11/30/23</b>
<b>REVENUES</b>			
Administrative Assessments	102,056	9,780	9,780
Maintenance Assessments	742,571	71,101	71,101
Debt Assessments - 2014 Refunding	773,141	14,298	14,298
Loan Assessments - Restoration Project	149,389	74,029	74,029
Other Revenue	0	0	0
Interest Income	600	692	5,107
<b>Total Revenues</b>	<b>\$ 1,767,757</b>	<b>\$ 169,900</b>	<b>\$ 174,315</b>
<b>ADMINISTRATIVE EXPENDITURES</b>			
Supervisor Fees	6,000	1,000	1,000
Payroll Taxes (Employer)	480	77	77
Management	32,388	2,699	5,398
Secretarial	4,200	350	700
Legal	15,000	3,273	4,098
Assessment Roll	7,500	0	0
Audit Fees	3,500	0	0
Arbitrage Rebate Fee	650	0	0
Insurance	15,000	0	13,272
Legal Advertisements	750	0	108
Miscellaneous	2,750	284	558
Postage	700	72	89
Office Supplies	1,400	5	9
Dues & Subscriptions	175	0	175
Trustee Fee	4,200	0	0
Continuing Disclosure Fee	350	0	0
Website Management	2,000	167	333
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 97,043</b>	<b>\$ 7,927</b>	<b>\$ 25,817</b>
<b>TOTAL MAINTENANCE EXPENDITURES (Details On Page 2)</b>	<b>\$ 842,155</b>	<b>\$ 13,752</b>	<b>\$ 58,778</b>
<b>Total Expenditures</b>	<b>\$ 939,198</b>	<b>\$ 21,679</b>	<b>\$ 84,595</b>
<b>Revenues Less Expenditures</b>	<b>\$ 828,559</b>	<b>\$ 148,221</b>	<b>\$ 89,720</b>
2014 Bond Refinancing Payments	(726,753)	(70,357)	(70,357)
<b>Balance</b>	<b>\$ 101,806</b>	<b>\$ 77,864</b>	<b>\$ 19,363</b>
County Appraiser & Tax Collector Fee	(33,935)	(1,624)	(1,624)
Discounts For Early Payments	(67,871)	(6,768)	(6,768)
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 69,472</b>	<b>\$ 10,971</b>
Carryover From Prior Year	0	0	0
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 69,472</b>	<b>\$ 10,971</b>

Bank Balance As Of 11/30/23	\$ 1,375,327.58
Accounts Payable As Of 11/30/23	\$ 223,261.56
Accounts Receivable As Of 11/30/23	\$ 1,200.00
Security Deposit As Of 11/30/23	\$ 100.00
Reserve For Roads Maintenance As Of 11/30/23	\$ 195,000.00
Reserve For Stormwater Drainage As Of 11/30/23	\$ 85,500.00
Reserve For Pipe Repairs Project As Of 11/30/23	\$ 170,000.00
Reserve For Lake Bank Erosion Project As Of 11/30/23	\$ 248,584.00
Available Funds As Of 11/30/23	\$ 454,282.02

Note:  
Reserve For Lake Bank Erosion  
Project As Of 10-1-23 Was \$278,738.

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

	<b>Annual Budget</b>	<b>Actual</b>	<b>Year To Date Actual</b>
<b>MAINTENANCE EXPENDITURES</b>	<b>10/1/23 - 9/30/24</b>	<b>Nov-23</b>	<b>10/1/23 - 11/30/23</b>
Contingency/Reserve	279,730	0	0
Lakes Maintenance	12,000	619	1,238
Roads Maintenance/Reserve	50,000	150	3,900
Stormwater Drainage/Reserve	28,000	0	0
Stormwater Drainage System Pipe Repairs Project-Phase 2	100,000	0	0
Field Operations	12,000	1,000	2,000
Walls & Wall Fountain Maintenance	30,000	2,063	2,063
Sidewalk Maintenance/Repairs	15,000	0	0
Engineering/Inspections	45,000	0	0
Street Signage	5,000	0	0
Lake Fountain Maintenance	15,000	150	150
Entry Features Maintenance	15,000	0	0
Guardhouse Exterior Maintenance	10,000	0	0
Water & Sewage	5,000	0	0
FPL - Street Lighting Project	0	0	0
FPL - Electrical Utility	35,000	9,770	19,273
DERM Stormwater Drainage System Improvement Project	0	0	0
Retention Wall Maintenance	45,000	0	0
Lake Bank Erosion Restoration Project	0	0	30,154
Lake Bank Erosion Restoration Project (Loan Payment)	140,425	0	0
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 842,155</b>	<b>\$ 13,752</b>	<b>\$ 58,778</b>

**Cutler Cay Community Development District**  
**Budget vs. Actual**  
**October through November 2023**

	<b>Oct - Nov 23</b>	<b>23/24 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
363.811 · Loan Assessments	14,298.10	149,389.00	-135,090.90	9.57%
363.100 · Administrative Assessments	9,780.20	102,056.00	-92,275.80	9.58%
363.101 · Maintenance Assessments	71,101.30	742,571.00	-671,469.70	9.58%
363.810 · Debt Assessments	74,028.65	773,141.00	-699,112.35	9.58%
363.820 · Debt Assessment - Pd To Trustee	-70,356.90	-726,753.00	656,396.10	9.68%
363.830 · Cty Appraiser & Tax Coll Fee	-1,624.41	-33,935.00	32,310.59	4.79%
363.831 · Discounts For Early Payments	-6,768.30	-67,871.00	61,102.70	9.97%
369.401 · Interest Income	5,106.69	600.00	4,506.69	851.12%
<b>Total Income</b>	<b>95,565.33</b>	<b>939,198.00</b>	<b>-843,632.67</b>	<b>10.18%</b>
<b>Expense</b>				
512.825 · Retention Wall Repairs	0.00	45,000.00	-45,000.00	0.0%
512.823 · Lake Bank Erosion Rest Project	30,153.96	140,425.00	-110,271.04	21.47%
511.758 · FPL - Electrical	19,272.94	35,000.00	-15,727.06	55.07%
511.756 · Water & Sewage	0.00	5,000.00	-5,000.00	0.0%
511.754 · Guardhouse Exterior Maintenance	0.00	10,000.00	-10,000.00	0.0%
511.753 · Entry Feature Maintenance	0.00	15,000.00	-15,000.00	0.0%
511.752 · Fountain Maintenance	150.00	15,000.00	-14,850.00	1.0%
511.751 · Street Signage	0.00	5,000.00	-5,000.00	0.0%
511.308 · Stormwater Drainage Pipe Project	0.00	100,000.00	-100,000.00	0.0%
511.307 · Sidewalk Maint/ Repairs	0.00	15,000.00	-15,000.00	0.0%
511.122 · Payroll tax expenses	76.50	480.00	-403.50	15.94%
511.131 · Supervisor Fee	1,000.00	6,000.00	-5,000.00	16.67%
511.301 · Lakes Maintenance	1,238.00	12,000.00	-10,762.00	10.32%
511.302 · Roads Maintenance/Reserve	3,900.00	50,000.00	-46,100.00	7.8%
511.303 · Stormwater Drainage/Reserve	0.00	28,000.00	-28,000.00	0.0%
511.304 · Field Operations	2,000.00	12,000.00	-10,000.00	16.67%
511.305 · Contingency/Reserve	0.00	279,730.00	-279,730.00	0.0%
511.306 · Walls-Wall Fountain Maintenance	2,062.50	30,000.00	-27,937.50	6.88%
511.310 · Engineering/Inspections	0.00	45,000.00	-45,000.00	0.0%
511.311 · Management Fees	5,398.00	32,388.00	-26,990.00	16.67%
511.312 · Secretarial Fees	700.00	4,200.00	-3,500.00	16.67%
511.315 · Legal Fees	4,097.50	15,000.00	-10,902.50	27.32%
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	13,272.00	15,000.00	-1,728.00	88.48%
511.480 · Legal Advertisements	107.88	750.00	-642.12	14.38%
511.512 · Miscellaneous	658.38	2,750.00	-2,091.62	23.94%
511.513 · Postage and Delivery	89.43	700.00	-610.57	12.78%
511.514 · Office Supplies	9.30	1,400.00	-1,390.70	0.66%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.733 · Trustee Fees	0.00	4,200.00	-4,200.00	0.0%
511.734 · Continuing Disclosure Fee	0.00	350.00	-350.00	0.0%
511.750 · Website Management	333.32	2,000.00	-1,666.68	16.67%
<b>Total Expense</b>	<b>84,694.71</b>	<b>939,198.00</b>	<b>-854,503.29</b>	<b>9.02%</b>
<b>Net Ordinary Income</b>	<b>10,870.62</b>	<b>0.00</b>	<b>10,870.62</b>	<b>100.0%</b>
<b>Net Income</b>	<b>10,870.62</b>	<b>0.00</b>	<b>10,870.62</b>	<b>100.0%</b>

**CUTLER CAY CDD  
TAX COLLECTIONS  
2023-2024**

#	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 - Loan Assessment Income (Before Discounts & Fees)	Debt - Bond Assessment Income (Before Discounts & Fees)	Admin Assessment Income (After Discounts & Fees)	Maint Assessment Income (After Discounts & Fees)	Debt - Loan Assessment Income (After Discounts & Fees)	Debt - Bond Assessment Income (After Discounts & Fees)	Debt - Loan Assessment Paid to Trustee	Debt - Bond Assessment Paid to Trustee
									\$ 1,767,157	\$ 102,056	\$ 742,571	\$ 149,389	\$ 773,141	\$ 102,056	\$ 742,571	\$ 149,389	\$ 773,141		
									\$ 1,662,238	\$ 97,043	\$ 698,017	\$ 140,425	\$ 726,753	\$ 97,043	\$ 698,017	\$ 140,425	\$ 726,753	\$ 140,425	\$ 726,753
1	1	Miami-Dade Tax Collector	11/24/23	NAV Taxes	\$ 169,208.25		\$ (1,624.41)	\$ (6,768.30)	\$ 160,815.54	\$ 9,780.20	\$ 71,101.30	\$ 14,298.10	\$ 74,028.65	\$ 22,883.94	\$ 67,574.70	\$ -	\$ 70,356.90		\$ 70,356.90
2									\$ -										\$ -
3									\$ -										\$ -
4									\$ -										\$ -
5									\$ -										\$ -
6									\$ -										\$ -
7									\$ -										\$ -
8									\$ -										\$ -
9									\$ -										\$ -
10									\$ -										\$ -
11									\$ -										\$ -
12									\$ -										\$ -
13									\$ -										\$ -
14									\$ -										\$ -
15									\$ -										\$ -
16									\$ -										\$ -
17									\$ -										\$ -
18									\$ -										
					\$ 169,208.25	\$ -	\$ (1,624.41)	\$ (6,768.30)	\$ 160,815.54	\$ 9,780.20	\$ 71,101.30	\$ 14,298.10	\$ 74,028.65	\$ 22,883.94	\$ 67,574.70	\$ -	\$ 70,356.90	\$ -	\$ 70,356.90

**Total Roll = \$1,767,170.49**

Note: \$1,767,157, \$102,056, \$742,571, \$149,389 and \$773,141 are 2023/2024 Budgeted assessments before discounts and fees.  
Note: \$1,662,238, \$97,043, \$698,017, \$140,425 and \$726,753 are 2023/2024 Budgeted assessments after discounts and fees.

\$ 169,208.25	
\$ -	\$ 160,815.54
\$ (9,780.20)	\$ (22,883.94)
\$ (85,399.40)	\$ (67,574.70)
\$ (74,028.65)	\$ (70,356.90)
\$ -	\$ -