



**CUTLER CAY  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
REGULAR BOARD MEETING  
NOVEMBER 18, 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**  
**November 18, 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. Announce the Results of the General Elections for Cutler Cay CDD**
- G. Approval of Minutes**
  - 1. June 10, 2024 Regular Board Meeting & PH Minutes.....Page 2
- H. New Business**
  - 1. Consider Resolution No. 2024-08 – Adopting a 2023-2024 Revised Final Budget.....Page 8
  - 2. Consider Resolution No. 2024-09 – Adopting Goals and Objectives.....Page 14
  - 3. Ratify and Approve The Pressure Cleaning Man Est. 2384.....Page 18
  - 4. Ratify and Approve Archidesign Invoice for Iron Door Repairs.....Page 23
  - 5. Ratify and Approve Worldwide Dist. Est. 10595, Guardhouse Decorative Molding Repair.....Page 25
  - 6. Ratify and Approve Raptor Vac, Invoice 85, for Cleaning of Stormwater Management System Structure.....Page 27
  - 7. Ratify and Approve Felix Clean Services Proposal for Southern Water Feature Leak Repairs.....Page 28
  - 8. Consider Approval of Proposal for the Lake Signage and Pole Replacement.....Page 29
  - 9. Update Regarding Improper Placement of Fill on the District Owned Lake Bank located behind 19049 SW 80 Court.....Page 45
  - 10. Discussion Regarding Methods of Delineation of Lanes at the Main Entrance Guardhouse Area
- I. Old Business**
  - 1. Engineering Update Regarding the Phase II Storm Drainage Project
    - a. Consider Approval of CO #5 Repairs to Address Stagnant Water at 7616 SW 193 Lane.....Page 50
    - b. Consider Approval of CO #6 Pavement and Speed Hump Restoration Work.....Page 52
    - c. Consider Approval of CO #7 Striping of the Entrances/Exits.....Page 53
  - 2. Engineering Update Regarding the Landshore Priority One Phase One Project
- J. Administrative Matters**
  - 1. Financial Update.....Page 54
  - 2. Accept and Receive 2024 Engineers Report.....Page 59
  - 3. Accept and Receive the Permitting & Lake Shoreline Restoration Priority I Phase I in the Cutler Cay Community Development District Completion Certification.....Page 67

4. District Counsel Update on the 2024 Legislative Session.....Page 76
5. District Counsel Supplement to the Legislative Session.....Page 80
6. Required Ethics Training Reminder

**K. Board Member and/or Staff Comments/Requests**

**L. Adjourn**



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

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

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

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142040	606063	Print Legal Ad-IPL02012860 - IPL0201286		\$844.24	2	48 L

**Attention:** Laura J. Archer

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

### CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024/2025 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 18, 2024**  
**January 13, 2025**  
**March 10, 2025**  
**April 14, 2025**  
**May 12, 2025**  
**June 9, 2025**  
**August 11, 2025**  
**September 8, 2025**

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 ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-347-2711 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)  
IPL0201286  
Nov 1 2024

### PUBLISHED DAILY MIAMI-DADE-FLORIDA

### STATE OF FLORIDA COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, Mary Castro, who on oath says that he/she is Custodian of Records of the The Miami Herald, a newspaper published in Miami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print in the issues and dates listed below.

1 insertion(s) published on:

11/01/24

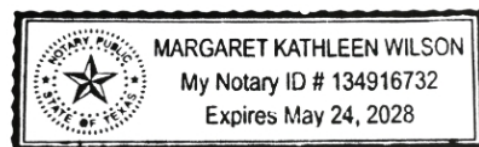
Affiant further says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

*Mary Castro*

Sworn to and subscribed before me this 1st day of  
November in the year of 2024

*Margaret K. Wilson*

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



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



**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
JUNE 10, 2024**

**A. CALL TO ORDER**

Mrs. Perez called to order the June 10, 2024, Regular Board Meeting of the Cutler Cay Community Development District (the “District”) at 4:02 p.m. in the Cutler Cay Community Clubhouse located at 7755 SW 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 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, Donna Fishbein and Aileen Milian.

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

Also present were several members of the public, members of the Association and Laura Gavilan, the Association Property Manager.

**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. April 8, 2024, Regular Board Meeting**

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Fonte and passed unanimously approving the minutes of the April 8, 2024, Regular Board Meeting, amended to reflect Mr. Corradini’s absence.

**G. NEW BUSINESS**

**1. Consider Resolution No. 2024-06 – Adopting a Fiscal Year 2024/2025 Meeting Schedule**

Resolution No. 2024-06 was presented, entitled:

## RESOLUTION NO. 2024-06

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

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

**November 18, 2024\*** *Amended Budget*  
**January 13, 2025**  
**March 10, 2025** *Proposed Budget*  
**April 14, 2025**  
**May 12, 2025** *Final Budget*  
**June 9, 2025**  
**August 11, 2025**  
**September 8, 2025**

*\* Alternate Meeting date from the typical 2<sup>nd</sup> Monday due to observance of Veterans' Day*

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Fonte and unanimously passed adopting Resolution No. 2024-06, approving the Regular Meeting Schedule for Fiscal Year 2024/2025, as presented.

### **2. Consider Ratification of Engineering Recommended Repairs to District Storm Drainage Structure Located on the Driveway at 19468 SW 80<sup>th</sup> Court Being Added to the Phase II Project**

Mr. Alavarez presented the proposed concrete modification to the storm drain located on the driveway at 19468 SW 80<sup>th</sup> Court being added to the Phase II Project and estimated that said cost would be in the range of \$4,000.

A **MOTION** was made by Mr. Corradini, seconded by Mr. Fonte and passed unanimously ratifying the engineering recommended repairs to the District storm drainage structure located on the driveway at 19468 SW 80<sup>th</sup> Court and adding them to the Phase II Project, as presented.

### **3. Consider Association Request to Use Tract G for Children's Sports Program**

Mrs. Perez advised that the District received a request from the Association inquiring about the possibility of using a tract for a children's sports program, which same inquiry was forwarded to the District Engineer and District Counsel for their opinions prior to the Board's consideration.

Ms. Smoker advised, pursuant to her review of the Tract G inquiry, she had confirmed that the District was not granted the special powers of "Parks and facilities for indoor and outdoor recreational, cultural, and educational uses" pursuant to F.S. 190.012(2)(a) and therefore without the recreational powers, the recreational sports program proposed would not be proper.

No further action was taken on this matter.

#### **4. Discussion Regarding Nicole Junco-Dib Residence Demand for Maintenance of Vegetation**

Mrs. Perez noted that the District had received a Demand for Maintenance of Vegetation from Mr. Tome, Legal Counsel for Nicole Junco-Dib. She noted that it was not provided in the meeting materials but was forwarded to District Counsel and the Board Members in advance to this meeting for discussion purposes.

Ms. Smoker provided an update and asked the Board for direction or response regarding the matter. A discussion ensued.

Supervisor Milian made it clear to Mrs. Perez that her statement was to be included for the record, stating “take care of her own s@%t.”

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Fonte and unanimously passed that no further response or action be taken regarding this matter.

#### **5. Discussion Regarding Common Area Landscaping**

Mrs. Perez advised, at the direction of the Chairman, the District acquired an analysis of the conditions of the landscaping of the common areas and the same was forwarded via e-mail to all the Board Members in advance of this meeting for discussion purposes.

#### **6. Discussion Regarding Finalization of Maintenance Service Agreement between the District and the Association**

Mrs. Perez advised that Chairman Musser had requested to have this item added to the agenda for discussion prior to finalization. Brightview representatives were in attendance at the request of Ms. Gavilan to address any questions the Board may have. Mr. Musser noted his concerns with the dead and diseased grass and dying vegetation. A lengthy discussion ensued amongst the Members of the Board and the public.

The Board was unanimous that it would be in the best interest of the community that the landscaping services remain with the Association since they are onsite and they are actively going out for bid for said services. Therefore, no changes were made to the previously approved maintenance agreement.

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

### **H. PUBLIC HEARING**

#### **1. Proof of Publication**

Proof of publication was presented that notice of the Public Hearing had been published in the *Miami Herald* on May 21, 2024, and May 28, 2024, as legally required.

#### **2. Receive Public Comment on the Fiscal Year 2024/2025 Final Budget**

##### **a. Acknowledgement of Written Homeowner Objection to Assessment Increase**

Mrs. Perez provided Acknowledgement of Written Homeowner Opposition/Objection notices received to date via e-mail in response to the assessment increase. The main issue lies with regard to the lake bank improvement project line item. All were forwarded to the District via e-mail and the same were forwarded to the Board Members in advance of this meeting:

Michael and Nadia Stewart, Deanna Hedin, Steffi Kordy, Djamalia Junco, Salim Dib, Lorraine Keogh, G. Aixa Melendez, Vanessa Teixeira, Giles Castle, Josette Perez, Albert Collazo, Michael and Ollie Goodger, Jorge Rangel, Doreen Purce, Amber & Richard Delisser, Luiz Camps, Elizabeth Arbelaez, Chiara Solloa.

Mrs. Perez added that it appeared that additional opposition e-mails were coming through during the course of the meeting.

Mrs. Perez then opened the public comment portion of the Public Hearing to receive comments on the fiscal year 2024/2025 final budget and non-ad valorem special assessments.

The members of the public were all provided the opportunity to voice their comments (some of the individuals provided multiples comments). The members of the public were unanimous in their request for the Board to remove the line item for the improvements to the lake bank, making it clear that they did not agree with said project and do not want any further improvements to be made to the lake bank. Some of the members of the public noted environmental concerns and expressed that the signage that is currently in place should suffice.

During this process, the Board addressed some of the questions from the public and the District Engineer as well as District Counsel provided information regarding the public inquiries.

Comments were also heard which were primarily not in favor of the landscaping and security line items.

Mrs. Perez asked multiple times if there were any further comments. There were none.

A **MOTION** was made by Supervisor Corradini, seconded by Supervisor Milian and unanimously passed closing the public comment portion of the Public Hearing regarding the District's Fiscal Year 2024/2025 Final Budget and Assessments.

*There being no further public comment regarding this matter, Mrs. Perez closed the public comment portion of the Public Hearing.*

### **3. Consider Resolution No. 2024-07 – Adopting Fiscal Year 2024/2025 Final Budget**

Mrs. Perez presented Resolution No. 2024-07, entitled:

#### **RESOLUTION NO. 2024-07**

#### **A RESOLUTION OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2024/2025 BUDGET.**

Mrs. Perez read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2024/2025 final budget and the non-ad valorem special assessment tax roll (Assessment Levy).

A discussion ensued amongst the Board Members followed by direction to remove the following line items from the budget: Lake Bank Restoration Project: Priority 1– Phase 2, Security, and Landscaping.

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Corradini and unanimously passed adopting Resolution No. 2024-07, approving the Fiscal Year 2024/2025 Final Budget, as amended and setting the fiscal year 2024/2025 final budget and non-ad valorem special assessment tax roll (Assessment Levy).

*Mrs. Perez then closed the Public Hearing and reconvened the Regular Board Meeting.*

**I. OLD BUSINESS**

**1. Engineering Update Regarding Feasibility of Moving the Storm Drain to the Grass Area at 19512 SW 79<sup>th</sup> Place**

Mr. Alvarez provided an update regarding the feasibility of moving the storm drain to the grass area at 19512 SW 79th Place, noting that this would not be a feasible option.

**2. Engineering Update Regarding Phase II Storm Drainage Project**

Mr. Alvarez provided an update regarding the status of the Phase II Storm Drainage Project and also presented a proposal in the meeting materials, which is inclusive of work that was being added to the project and providing cost towards replacement of the delineators at the guardhouse entrance area.

The Board requested that the line item for the signs and marking, inclusive of the Lena traffic separators, be removed; thereby omitting the related cost of \$19,865. The Board further requested that the ADA matts work start as soon as possible, as permits would not be required for said matts.

A **MOTION** was made by Supervisor Corradini, seconded by Supervisor Milian and unanimously passed approving the agreement amount for the Phase II Storm Drainage Project in an amount not to exceed \$157,710, inclusive of the proposed amount minus the line item that was removed, which now totals \$153,710, plus an additional \$4,000 for additional work being added to the project.

**3. Engineering Update Regarding Landshore Priority One Phase One Project**

Mr. Alvarez provided an update regarding the status of the Landshore Priority One, Phase One Project, noting that Landshore Enterprises was finishing restoring the staging area.

Mr. Alvarez added that a resident had made modifications to the lake bank at an area that had just recently been restored in the Priority 1 – Phase 1 project and noted that he would be meeting with the owner, Mr. Vera.

**J. ADMINISTRATIVE MATTERS**

**1. Financial Update**

Mrs. Perez presented the financials, noting that available funds through May 31, 2024, were \$927,771.41.

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

**2. 2024 General Election and Candidate Qualifying Period**

Mrs. Perez advised, pursuant to the Miami-Dade County Supervisor of Elections, the official qualifying period for the office of District Supervisor runs from noon, Monday, June 10, 2024, through noon, Friday, June 14, 2024. In line with F.S. 99.061(8), the pre-qualifying period will start on May 28, 2024, since the Supervisor of Elections’ office will be closed on Monday, May 27, 2024, in observance of Memorial Day. This means that candidates can start turning in their qualifying documents starting on Tuesday, May 28, 2024. We encourage incumbents and candidates to take advantage of the pre-qualifying period.

Mrs. Perez added that the seats up for election with term expiring this year are as follows:

CHR	Seat 3 Christopher T. Musser	Expires 2024
AS	Seat 4 Donna Fishbein	Expires 2024

**3. 2023 Form 1 – Statement of Financial Interests Reminder**

Mrs. Perez reminded the Board that this year’s filing requirement for the 2023 Form 1 must be submitted prior to July 1, 2024, using the Electronic Filing System of the Florida Commission on Ethics, which can be accessed via a link at Login - Electronic Financial Disclosure Management System [floridaethics.gov](http://floridaethics.gov)., as previously noted by District Counsel. Mrs. Perez emphasized that you will no longer be able to file your completed Form 1 through your local Supervisor of Elections’ office.

**K. BOARD MEMBER/STAFF COMMENTS/REQUESTS**

There were no further comments.

**L. ADJOURNMENT**

There being no further business to come before the Board, a <b>MOTION</b> was made by Supervisor Musser, seconded by Supervisor Corradini and passed unanimously adjourning the meeting at 6:14 p.m.
--

**ATTESTED BY:**

\_\_\_\_\_  
**Secretary/Assistant Secretary**

\_\_\_\_\_  
**Chairman/Vice Chair**

**RESOLUTION NO. 2024-08**

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

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

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

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

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

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

**PASSED, ADOPTED and EFFECTIVE** this 18<sup>th</sup> day of November, 2024.

**ATTEST:**

**CUTLER CAY  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

Cutler Cay  
Community Development District

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



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- III      AMENDED FINAL DEBT SERVICE FUND BUDGET**

**AMENDED FINAL BUDGET**  
**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT**  
**OPERATING FUND**  
**FISCAL YEAR 2023/2024**  
**OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
<b>REVENUES</b>			
<b>Operating Fund Revenues</b>			
Administrative Assessments	102,056	109,279	109,279
Maintenance Assessments	742,571	742,571	742,571
Debt Assessments - 2014 Refunding	773,141	773,141	773,141
Loan Assessments - Restoration Project	149,389	149,389	149,389
Other Revenues	0	0	0
Interest Income	600	71,510	71,510
<b>TOTAL REVENUES</b>	<b>\$ 1,767,757</b>	<b>\$ 1,845,890</b>	<b>\$ 1,845,890</b>
<b>EXPENDITURES</b>			
<b>ADMINISTRATIVE EXPENDITURES</b>			
Supervisor Fees	6,000	5,400	5,400
Payroll Taxes - Employer	480	413	413
Management	32,388	32,388	32,388
Secretarial	4,200	4,200	4,200
Legal	15,000	28,610	28,610
Legal - Extraordinary	0	19,049	19,049
Assessment Roll	7,500	7,500	7,500
Audit Fees	3,500	3,500	3,500
Arbitrage Rebate Fee	650	650	0
Insurance	15,000	13,272	13,272
Legal Advertisements	750	14,000	12,030
Miscellaneous	2,750	4,500	4,373
Postage	700	1,710	1,696
Office Supplies	1,400	1,300	1,248
Dues & Subscriptions	175	175	175
Trustee Fees	4,200	4,138	4,138
Continuing Disclosure Fee	350	350	350
Website Management	2,000	2,000	2,000
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 97,043</b>	<b>\$ 143,155</b>	<b>\$ 140,342</b>
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 842,155</b>	<b>\$ 806,300</b>	<b>\$ 562,706</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 939,198</b>	<b>\$ 949,455</b>	<b>\$ 703,048</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 828,559</b>	<b>\$ 896,435</b>	<b>\$ 1,142,842</b>
Bond Refunding Payments	(726,753)	(739,187)	(739,187)
<b>BALANCE</b>	<b>\$ 101,806</b>	<b>\$ 157,248</b>	<b>\$ 403,655</b>
County Appraiser & Tax Collector Fee	(33,935)	(16,334)	(16,334)
Discounts For Early Payments	(67,871)	(61,322)	(61,322)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 79,592</b>	<b>\$ 325,999</b>
Carryover From Prior Year	0	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 79,592</b>	<b>\$ 325,999</b>

OPERATING FUND BALANCE AS OF 09/30/23	\$1,108,978
FY 2023/2024 ACTIVITY	\$79,592
RESERVE FUNDS BALANCE AS OF 9/30/24	\$615,736
OPERATING FUND BALANCE AS OF 9/30/24	\$572,834

**Notes**

Reserve Balances Includes Drainage, Pipe, Lake Bank Erosion & Roads Reserves.  
Reserve Balances As Of 9/30/2024 total \$615,736 - Reserve Balances To Be Adjusted In October 2024.

**AMENDED FINAL BUDGET**  
**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT**  
**OPERATING FUND - MAINTENANCE EXPENDITURES**  
**FISCAL YEAR 2023/2024**  
**OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
<b>MAINTENANCE EXPENDITURES</b>			
Contingency/Reserve	279,730	100,000	1,233
Lakes Maintenance	12,000	9,000	7,878
Roads Maintenance/Reserve	50,000	50,000	3,900
Stormwater Drainage/Reserve	28,000	28,000	15,490
Stormwater Drainage System Pipe Repairs Project	100,000	100,000	61,988
Field Operations	12,000	12,000	12,000
Walls & Wall Fountain Maintenance	30,000	27,500	25,343
Sidewalk Maintenance/Repairs	15,000	20,000	17,864
Engineering/Inspections	45,000	48,000	45,886
Street Signage	5,000	1,000	0
Lake Fountain Maintenance	15,000	1,000	150
Entry Features Maintenance	15,000	7,500	5,405
Guardhouse Exterior Maintenance	10,000	2,000	850
Water & Sewage	5,000	300	120
FPL - Electrical	35,000	115,000	110,671
Retention Wall Maintenance	45,000	5,000	0
Lake Erosion Restoration Project	140,425	280,000	253,928
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 842,155</b>	<b>\$ 806,300</b>	<b>\$ 562,706</b>

**AMENDED FINAL BUDGET**  
**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND**  
**FISCAL YEAR 2023/2024**  
**OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	<b>FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24</b>	<b>AMENDED FINAL BUDGET 10/1/23 - 9/30/24</b>	<b>YEAR TO DATE ACTUAL 10/1/23 - 9/29/24</b>
<b>REVENUES</b>			
Interest Income	100	15,329	15,329
NAV Tax Collection	726,753	739,187	739,187
<b>Total Revenues</b>	<b>\$ 726,853</b>	<b>\$ 754,516</b>	<b>\$ 754,516</b>
<b>EXPENDITURES</b>			
Principal Payments	580,000	580,000	580,000
Interest Payments	143,594	149,800	149,800
Bond Redemption	3,259	0	0
<b>Total Expenditures</b>	<b>\$ 726,853</b>	<b>\$ 729,800</b>	<b>\$ 729,800</b>
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 24,716</b>	<b>\$ 24,716</b>

FUND BALANCE AS OF 09/30/23	\$146,042
FY 2023/2024 ACTIVITY	\$24,716
FUND BALANCE AS OF 09/30/24	\$170,758

Notes

Revenue Fund Balance = \$170,042\*.

Revenue Fund Balance To Be Used To Make 11/1/2024 Interest Payment Of \$68,694.

\* Approximate Amounts

**Series 2021 Bond Refunding Information**

Original Par Amount =	\$8,125,000	Annual Principal Payments Due:
Interest Rate =	2.14%	May 1st
Issue Date =	March 2021	Annual Interest Payments Due:
Maturity Date =	May 2034	May 1st & November 1st
Par Amount As Of 9/30/24 =	\$6,420,000	

## **RESOLUTION 2024-09**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

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

**SECTION 4.** Upon its passage, this resolution shall become effective nunc pro tunc on October 1, 2024, and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this \_18<sup>th</sup>\_ day of \_\_\_\_\_November\_\_\_\_\_, 2024.

**ATTEST:**

**CUTLER CAY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

**Exhibit “A”:** Performance Measures/Standards and Annual Reporting

## **EXHIBIT “A”**

**Program/Activity:**    **District Administration**

**Goal:**                      Remain compliant with Florida Law for all District meetings

**Objectives:**

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

**Performance Measures:**

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

**Program/Activity:**    **District Finance**

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

**Objectives:**

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

**Performance Measures:**

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

**Program/Activity:** District Operations

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

**Objectives:**

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

**Performance Measures:**

- District insurance policies reviewed and in place.  
**Achieved: Yes** ☐ **No** ☐
- Contracted Services obtained for all District operations.  
**Achieved: Yes** ☐ **No** ☐
- All District contracts in compliance.  
**Achieved: Yes** ☐ **No** ☐



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



*The Pressure Cleaning Man inc.*

Estimate

For: Cutler Cay CDD - C/O Special District Services, Inc.  
rGalvis@sdsinc.org  
2501A Burns Road  
Palm Beach Gardens, FL 33410

Estimate No: 2384  
Date: 07/11/2024

Description	Amount
Pressure cleaning of	\$3,965.00
<div><div></div><div>- Sidewalks, curb and gutter approximately 5711 linear feet</div><div>- Vendor will supply all labor and materials to complete the job</div><div>- Approximate time of job 1-2 days ( weather permitting)</div><div>- Chemical treatment will be applied to sidewalks to kill algae</div></div>	
Pressure cleaning of	\$525.00
<div><div>- 4494 and 4496 add up to approximately 870 LF.</div><div>- 4497 and 4499, add up to approximately 695 LF.</div><div>- Pump fil station cover</div></div>	

Description	Amount
-------------	--------

Process & Disclaimer: Groundwork

Pressure Cleaning employs water and pressure to effectively remove algae from surfaces, utilizing a circular surface cleaner for optimal results. Additionally, a light wash-down of areas may be included to eliminate any residual dirty water resulting from the cleaning process. It's important to note that pressure washing ground work does not automatically remove gum, rust stains, tire marks, or oil stains unless specifically stated otherwise in the estimate content.

Oil & Grease: The vendor cannot guarantee the full removal of oil or grease stains. Generally, our technique achieves a removal rate ranging from 50% to 80%.

Please be aware that the aforementioned stains require special chemicals or techniques for effective treatment.

The T.P.C.M system uses the main spigot from the property as a backup method to refill the water tanks. The system's average water consumption is 5 gallons per minute, totaling 300 gallons per hour. This usage results in an average increase of \$7 to \$12 on the household water bill.

Subtotal	\$4,490.00
Total	\$4,490.00

Total	\$4,490.00
-------	------------

\_\_\_\_\_  
The Pressure Cleaning Man  
inc.

\_\_\_\_\_  
Client's signature

- Approved on July 17th, 2024, by Chairperson Musser.
- Requested COIs must be provided before commencement of any job.

*Ronald Galvis*

Ronald Galvis - Field Operations Manager  
Cutler Cay CDD





..... Sidewalks, curbs,  
Valley gutters

Imagery ©2017 Google, Map data ©2017 Google 500 ft

Pump Station











# CONTRACT - INVOICE

**ARCHIDESIGN INC**  
14025 Southwest 143rd Court  
Unit#24  
Miami, Florida 33186  
United States

7864433334  
www.archidesignmetalworks.com

**BILL TO**  
**CUTLER CAY CDD**  
2501-A Burns Road  
Palm Beach Gardens, Florida 33410  
United States

786-503-1633  
RGALVIS@SDSINC.ORG

**Invoice Number:** 1148

**Invoice Date:** October 2, 2024

**Payment Due:** October 2, 2024

**Amount Due (USD):** \$550.00

Items	Box	Price	Amount
<b>GATE REPAIR</b> WELD FRAME RE-INSTALL	1	\$550.00	\$550.00
<b>Total:</b>			\$550.00
<b>Amount Due (USD):</b>			<b>\$550.00</b>

## Notes / Terms

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW SECTIONS 713.001-713.37 FLORIDA STATUTES THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS, AND ARE NOT PAID IN FULL HAVE THE RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-CONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK AT YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR ANY OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE TO FAIL TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT YOUR ATTORNEY.

Cancellations: You might cancel this agreement without penalty or obligation by delivering written notice to Archidesign Inc by midnight on the third business day after signing the state supplement contains a form to use if one is specifically prescribed by law in your state. Your payment will be returned within ten (10) business days after Archidesign Inc's receipt of your notice.



# CONTRACT - INVOICE

**ARCHIDESIGN INC**

14025 Southwest 143rd Court

Unit#24

Miami, Florida 33186

United States

7864433334

www.archidesignmetalworks.com

**Notes / Terms**

Notice to all Florida Residents: Florida Law contains important requirements you must follow before you may file a lawsuit for defective construction against a contractor, subcontractor, supplier, or design professional a written notice of any construction conditions you allege are defective and provide your contractor and any subcontractor, suppliers or design professional the opportunity to inspect the alleged construction defects and make an offer to repair or pay for the alleged construction defects. It is the customer's responsibility to remove and protect their personal belongings from the work area 24 hours before the removal and installation of the items. The professional will remove as a courtesy the old items. If there is any damage after removal Archidesign Inc or the professional are not responsible. Customer should remove their personal belongings before work commencement.

Limited Warranty: Archidesign Inc, warrants the workmanship of the installation for 90 days from its completion date. During the warranty period, Archidesign Inc will arrange to repair at no charge to the client any defects due to faulty workmanship. Archidesign Inc does not cover, damage caused by weather, abuse, misuse, neglect, or improper care of cleaning merchandise, and materials are covered exclusively by the manufacturer's warranty. High-impact glass is not included in any warranty, please inspect the glasses before installation is completed.

Liens/Security Interest: If you make all payments as required under this agreement, no security interest will be placed against your property, it creates a lien, mortgage, or other claims against your property to secure payment and it may cause a loss of your property if you fail to pay as requested. After paying on any completed phase of installation and before making any further payments you should request from the installation professional a signed unconditional release form, or waiver. Any right to place any claim against your property, applicable to the work then completed. You may ask an attorney about your rights to discharge security interests.

Please Note: Archidesign Inc nor installers are responsible for start/finish delays resulting from events beyond their control, including but not limited to: change orders and acts of nature. Governmental actions, manufacturing/delivery delays or damages caused by a third party, labor strikes/unrest, any incorrect information you provide, schedule payment, legal encumbrances on your property, your property's nonconformance with zoning requirements or building code requirements.

Acceptance and Authorization: By signing this contract you authorized Archidesign Inc, to arrange for an installation professional to perform installation and order and arrange for delivery of special order merchandise including special order merchandise that may be custom made, as specified in this agreement. You understand this agreement constitutes the entire understanding between you and Archidesign Inc. and may only be amended by a change order signed by Archidesign Inc and you.

✓  
To avoid inaccuracies please review all details of this estimate/contract.

\*Your signature constitutes your approval\*

GP COI's are required prior to work commencement.

GP I am approving the cost of \$550 for the nec. repairs to the gate. Should additional cost arise prior approval would be required.

Customer Signature Gloria Perez Date Oct. 3, 2024

Powered by  wave

Page 2 of 2 for Contract - Invoice #1148





Worldwide Distributors Inc. dba Elighting  
12130 SW 114th Pl  
Miami, FL 33176-4473  
+13059698754  
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 10595****DATE** 08/22/2024**DESCRIPTION****QTY****AMOUNT**

Project; Cutler Cay (Security Guard House)

600.00

## Scope of Work

- Cleaning of existing molded area
- Reinstallation of exterior decorative molding around guard house window
- Caulking around exterior molded area

---

- Inspection of all other decorative molding to ensure structural secur

250.00

**TOTAL****\$850.00**

Accepted By

Accepted Date





# INVOICE

Raptor Vac Systems  
4122 22nd Ct  
Homestead, FL 33033

operations@raptorvac.com  
+1 (786) 694-0709



**Bill to**  
Cutler Cay CDD C\o SDS, Inc.  
2501A Burns Road  
Palm Beach Gardens, FL 33410

**Ship to**  
Cutler Cay CDD C\o SDS, Inc.  
2501A Burns Road  
Palm Beach Gardens, FL 33410

**Invoice details**  
Invoice no.: 85  
Terms: Net 30  
Invoice date: 10/18/2024  
Due date: 11/17/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Storm Drain Maintenance	Vac-con sewer cleaner, support pick up truck with vac hose, water pump and crew of three to clean one catch basins and two pipelines located within open space area.	1	\$950.00	\$950.00

**Total** **\$950.00**

# 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:

- Repair to south side waterfall wall leaks and water filtrations in four (4) identified areas by using aqua guard epoxy finish and hydraulic cement method. Painting the work areas to restore original condition after the leaks are corrected.
- ***Disclaimer:** Work will be performed from the back of the wall to avoid esthetic alteration. Affected areas will be painted with matching color and product (Sherwin Williams) but may not look 100% identical to its original condition.*
- 1 year warranty.

Labor and Parts	-----	\$ 3,200.00
7% Tax	-----	N/A
<b>Total</b>	-----	<b>\$ 3,200.00</b>

## ACCEPTANCE OF PROPOSAL

Name (and Title): Ronald Galvis - Field Operations Manager

Signature: Ronald Galvis

Date: October 21st, 2024

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

- Approved by Chair Musser on October 21st, 2024.
- COIs and Signed Affidavit must be provided before commencement of any job.

<p style="text-align: center;"><b>Cutler Cay CDD</b>  <b>Caution Signage Project for Lake Banks</b></p>			
Arking Solutions	Headley Construction	Raptor Vac Systems	Southern Asphalt Engineering
<p>Remove and dispose of the existing eleven (11) posts/signs and install thirteen (13) new posts and caution signs at designated locations, pursuant to the provided District Engineer's specifications.</p>			
<b>\$15,655.00</b>	<b>\$9,880.00</b>	<b>\$9,500.00</b>	<b>\$4,875.00</b>



## Cutler Cay CDD Lake Signage



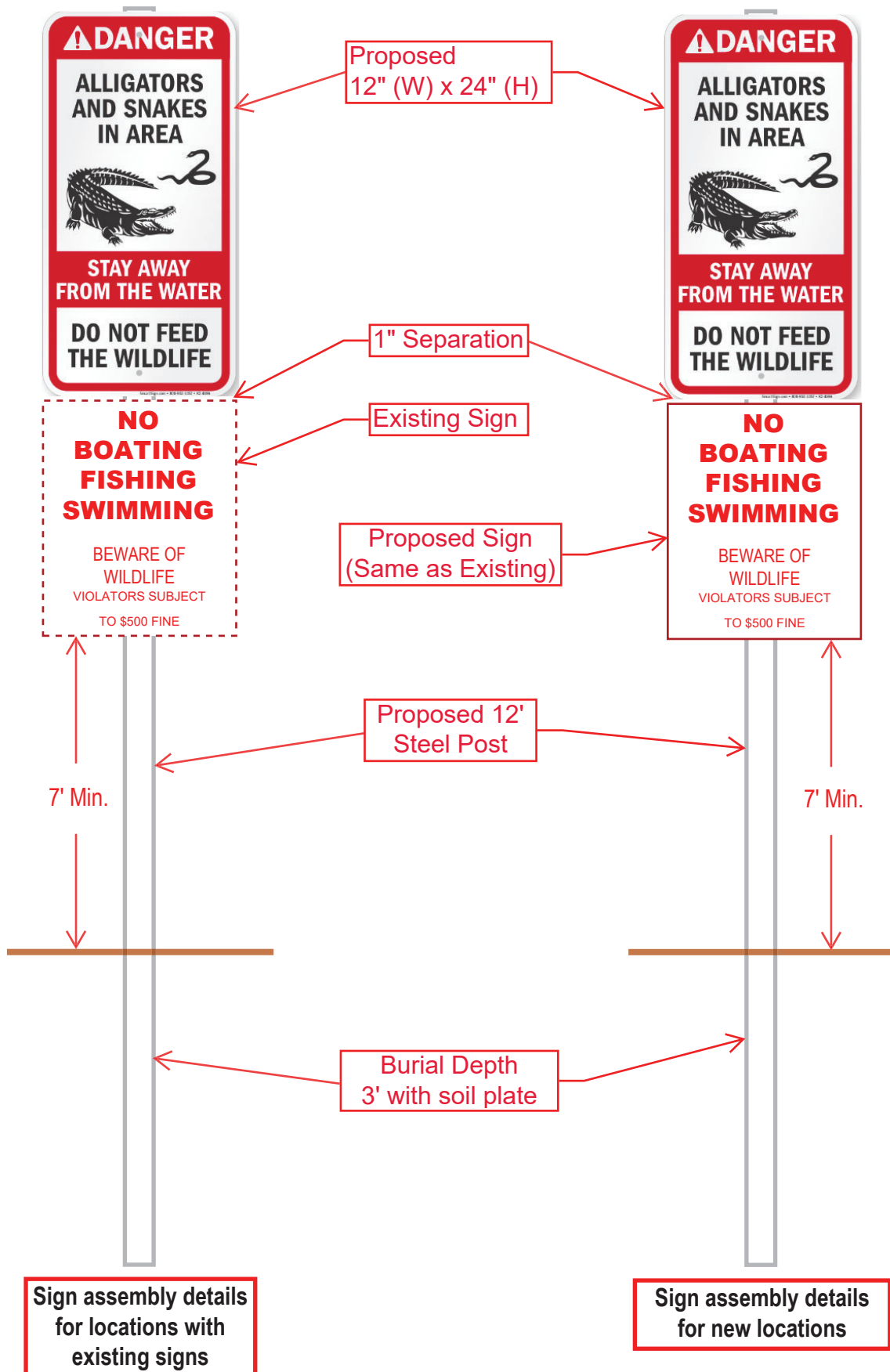
### Red Targets: Actual Installed Signs

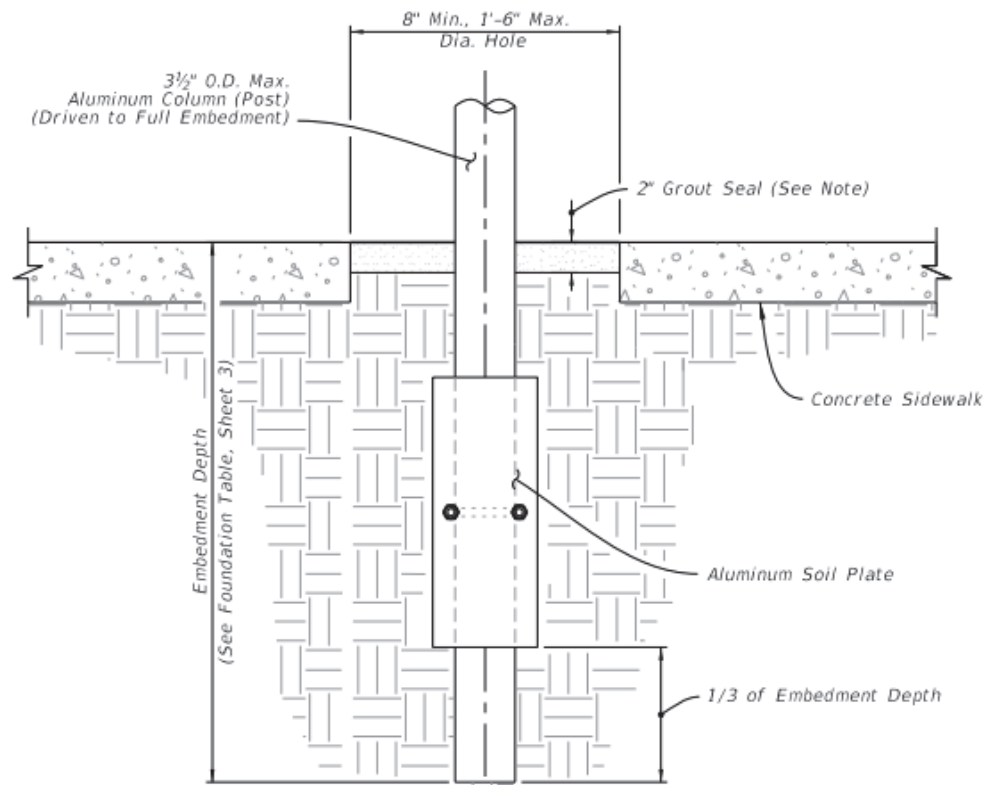
Scope - Remove existing sign posts and retrofit proposed sign assemblies with existing lake signs to accommodate the proposed signage. Posts will need to be replaced to ensure compliance with specifications. (See details below)

### Blue Lines: Lake Access with no Signage

Scope - Install proposed sign assembly at designated areas, within CDD property and out of the limits of the newly restored shoreline.

## Proposed Sign Assembly:





**NOTE:**  
Grout seal only required  
when sidewalks is present.

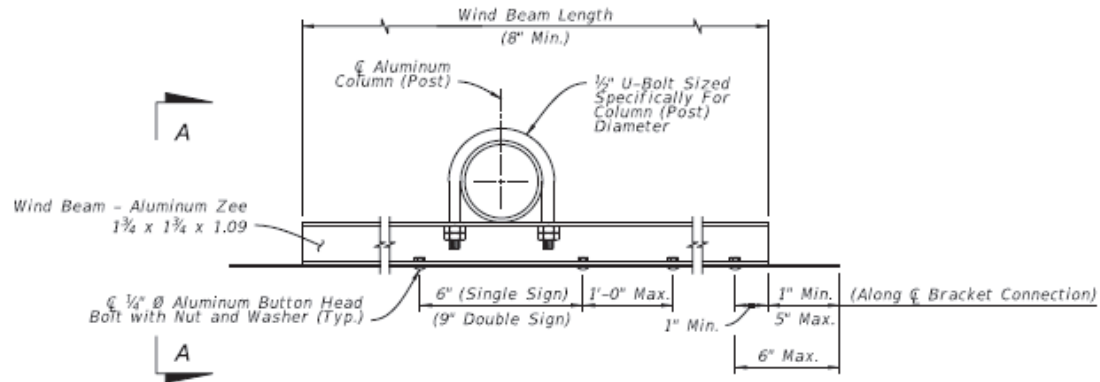
ELEVATION

### DRIVEN POST DETAIL

(Frangible Post In Through Sidewalk Shown  
Installations without Sidewalk Similar)

FOUNDATION TABLE						
Column (Post) Size		Foundation Alternatives				
		Driven Post *		Concrete (Class II)		
		Embedment Depth (ft)		Diameter (ft)	Embedment Depth (ft)	Stub Length (ft)
Outside Diameter (in)	Wall Thk. (in)	without Soil Plate	with Soil Plate			
2.0	1/8	4.5	2.5	---	---	---
2.5	1/8	5.0	3.0	---	---	---
3.0	1/8	5.0	3.5	---	---	---
3.5	3/16	6.0	4.5	---	---	---
4.0	1/4	---	---	2.0	3.5	3.0
4.5	1/4	---	---	2.0	4.0	3.0
5.0	1/4	---	---	2.0	4.5	3.0
6.0	1/4	---	---	2.0	5.0	3.0
8.0	1/4	---	---	2.0	5.5	3.0

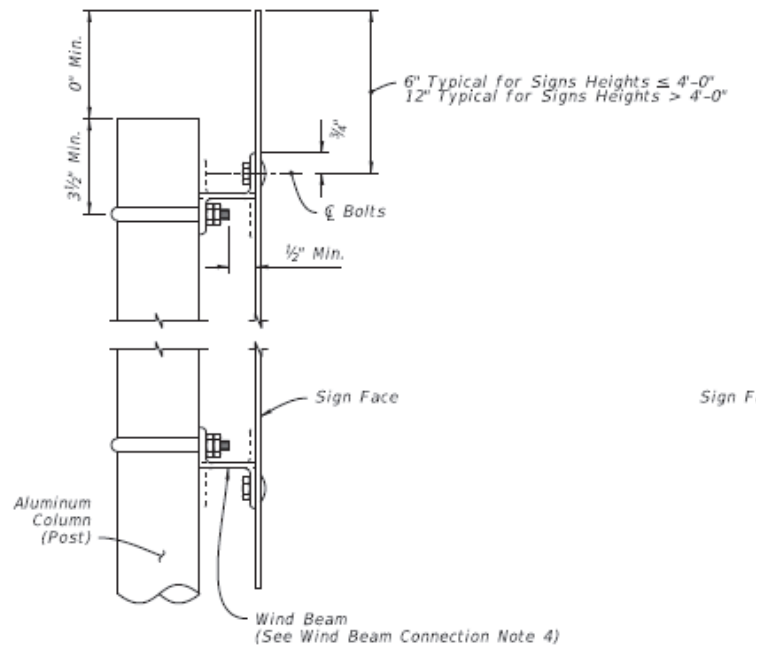




### WIND BEAM CONNECTIONS DETAILS

#### NOTES:

1. 3/16"  $\varnothing$  stainless steel hex head bolts with nylon washer under head and washer under nut may be used in lieu of 1/4"  $\varnothing$  aluminum button or flat head bolts.
2. Use nylon washers (provided by the sheeting supplier) under the bolt heads to protect sign sheeting.
3. Slots up to 2" long are allowed in wind beams to accommodate U-Bolts for varying Column (Post) diameters.
4. Wind beams may be oriented in either direction.
5. For signs greater than 66" in height, install a third wind beam evenly spaced between the top and bottom wind beams. For signs up to 12" in height, use only one wind beam at  $\varnothing$  Sign. Install two wind beams on signs with heights greater than 12" and less than or equal to 66".



### SINGLE SIGN DETAIL

### VIEW A-A





October 18, 2024

**Att. Mr. Ronald Galvis**  
**Field Operations Manager.**  
**Special District Services, Inc.**

**Ref: CUTLER CAY CDD. IMPROVEMENTS.**

ARKING SOLUTIONS INC. is pleased to submit the following proposal to provide the services required for "SIGNAGE AROUND THE LAKE", according the received Location Plan and specifications.

**SCOPE OF WORK:**

Furnish Labor, Material and Tools.

- Remove existing Signs. 11 Un.
- New 12' above ground Aluminum Poles 3 1/2" Ø , 6' buried. 13Un.
- New "Alligators and Snakes in Area" 13 Un.
- New "No Boating Fishing Swimming" 13 Un.

**TOTAL: \$ 15,655=**

**NOT INLCUED:**

Permits  
Permits Fees

**PAYMENT SCHEDULE:**

50% Deposit payment.  
50% Final payment

Best Regards,

*Martha L. Arango*

**Martha L. Arango**  
**C.G.C.**  
**Construction Manager**

Acceptance: \_\_\_\_\_

Headley Construction Group Inc

8240 SW 186th ST  
Cutler Bay, FL 33157 USA  
+13056131490  
thomas@headleycg.com



Estimate

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

ESTIMATE 1570  
DATE 10/10/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		Project; Cutler Cay Lakes Signage			
		Scope of Work			
	Signs & Markings	1. Removal and disposal of existing signs and posts (Qty. 11)	13	760.00	9,880.00
		2. Excavation / Disposal to -4" for sign installation (Qty. 13)			
		2. Installation of Aluminum Pipe 2 1/2 ( 2 7/8 x 2.469 x .203) x 13' 6" w/ Soil Plate 1/4 x 7 x 18" (Qty. 13)			
		3. Grout sealing at top to seal / secure post (Qty. 13)			
		4. Installation of all hardware and signs as proposed by the engineer (Qty. 13)			
		Notes; - 30 Day Terms - No permitting included			
-----					
		SUBTOTAL			9,880.00
		TAX			0.00
-----					
		TOTAL			<b>\$9,880.00</b>

Accepted By

Accepted Date



# PROPOSAL

4122 NE 22<sup>nd</sup> Court, Homestead, FL 33033

Tel 786-694-0709

E-mail: [operations@raptorvac.com](mailto:operations@raptorvac.com)

## STORMWATER MANAGEMENT AREA SIGNAGE

<b>PROPOSAL SUBMITTED TO:</b> Cutler Cay CDD % SDS, Inc.	<b>PROJECT NAME:</b> Cutler Cay CDD
<b>BUSINESS ADDRESS:</b> 2501A Burns Road, Palm Beach Gardens, FL	<b>PROJECT LOCATION:</b> Thirteen (13) lake locations
<b>CONTACT:</b> Mr. Ronald Galvis	<b>DATE:</b> October 14, 2024

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

**SCOPE OF WORK:** All labor, equipment and materials to install thirteen (13) new signs and posts in accordance with plans and specifications provided by management. Remove and dispose of eleven (11) existing posts.

**COST:** We propose to conduct this work in accordance with the above Scope of Work for the sum of \$9,500.00

**Nine Thousand Five Hundred Dollars and 00/100 Cents**

**TERMS:** Net 30

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

Accepted by:

---

Authorized Representative's Signature

---

Date of Acceptance

# Pedestrian Signage Proposal

---

**Special District Services, Inc.**

**Ronald Galvis**

**Project:**

**Cutler Cay**

7755 SW 192nd St  
Cutler Bay, Florida 33157



# Your Pavement Professionals

## Company Info



Southern Asphalt Engineering Inc.  
13110 NW 14 Street  
Miami, FL 33182

P: 305-667-8390  
<http://www.southernasphaltengineering.com>

## Contact Person

Jose Franco  
CEO  
[franco@southernasphaltengineering.com](mailto:franco@southernasphaltengineering.com)  
Cell: 305-970-1476  
Office 305-667-8390 Ext 225

## About Us

### Your Partners in Asphalt Restoration & Maintenance!

**Southern Asphalt Engineering, Inc.** has proudly served South Florida since 1998. We are a full service Asphalt Pavement, Restoration, and Maintenance Contractor which provide a wide range of services, including Design, Construction, and Maintenance services for Commercial, Industrial, & Professionally Managed Commercial and Residential Properties.

We submit the following proposal detailing the requested scope of work we propose to perform for your consideration. Please feel free to contact us at any time should you have any questions in relation to the provided proposal.

## Traffic Sign Installation (Engineering Grade)

---

1. **Supply and Installation of (13) Engineering grade 2.5 Diameter 1/8 gauge aluminum sign posts with aluminum soil plates (15) Standard Custom Traffic Sign(s). (2) No Boating Fishing Swimming (13) Alligator Snakes in Area**
2. Removal of 11 currently existing signs, Existing No Boating Fishing Swimming traffic signs will be removed and re-installed on newly installed posts.
3. Excavating of post hole for placement of traffic post min. 36" in depth.
4. Installation of (13 ) Engineering grade 2.5 Diameter 1/8 gauge aluminum sign posts with aluminum soil plates
5. Supply and Installation of (15) Custom engineering grade high intensity traffic signs using specified wind beams, u-bolts and specified hardware.
6. Relocation of sprinkler lines and known service lines closely adjoining areas of proposed work area are to be relocated or removed by others prior to the commencement of work.

# Price Breakdown:Cutler Cay

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

This proposal originated on November 01, 2024. **Job Number:** 2024-050786

Item	Description	Cost
1.	Traffic Sign Installation (Engineering Grade)	Included
Total:		\$4,875.00

## Authorization to Proceed & Contract

**Authorization to Proceed & Contract:**

ACCEPTED: Prices, specifications, terms, and conditions are satisfactory and hereby accepted. You are authorized to perform the work as specified. Payment will be made as per the payment terms outlined. Upon acceptance, this proposal becomes a contract.

We understand that if any additional work is required above and beyond from that which is stated in this proposal/contract, it will be added to this contract, or performed under a new contract.

## Acceptance

We agree to pay the total sum or balance in full 30 days after the completion of work.

I am authorized to approve and sign this proposal as per scope of work submitted. We agree to pay the total sum or balance in full upon completion of this project in accordance with the payment terms listed.

100% Upon Completion.

30% Upon Acceptance of Contract, 60% Upon Completion, 10% Upon Final Inspection.

25% Upon Acceptance, 65% Upon Completion, 10% Upon Final Inspection.

Scheduled Progress Payments.

Work will be scheduled upon receiving the signed proposal and payment of deposit.

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



---

Ronald Galvis  
Special District Services, Inc.  
2501 Burns Rd suite a  
Palm Beach Gardens, Florida 33410  
[rgalvis@sdsinc.org](mailto:rgalvis@sdsinc.org)  
O: 786-503-1633

---

Jose Franco | CEO  
Southern Asphalt Engineering Inc.  
13110 NW 14 Street  
Miami, FL 33182  
E: [franco@southernasphaltengineering.com](mailto:franco@southernasphaltengineering.com)  
C: 305-970-1476  
P: 305-667-8390 Ext 225  
<http://www.southernasphaltengineering.com>



## Contract Terms & Conditions

1. Weather: It is understood and agreed that all work is performed "weather permitting". 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 keep the work area closed and contact your project coordinator. We monitor the weather closely and can generally predict this very well. If an unexpected storm happens, any required touch up will be performed.

Sprinklers: Should be off 24 hours prior until 48 hours after service so as not to cause damage to any work performed. The surface must be dry upon our crew's arrival.

Informing of Work: It will be the property owner or property management company's responsibility for properly informing tenants and or residents of intended work areas and notifying any service providers such as landscapers, garbage companies, and vendors to avoid work area on the day work is to be performed. In the event of having to reschedule due to unforeseen conditions you must notify tenants, residents, and service providers of the change in schedule.

Vehicles: It is vital that all vehicles and obstructions are removed from the intended work area in a timely manner, no later than 7:30 a.m. to allow for the performance of contracted work unless agreed otherwise. If tow trucks service are required this needs to be arranged prior to the commencement of work and towing service must be on call to remove cars from the scheduled work areas. Inability of crew to perform work may result in added mobilization charge. In the event SAE is unable to complete the contract work due to vehicles and obstructions within the work area additional mobilizations charges will apply and be billed at the following rates per crew. Asphalt Repair Crew, \$1,500.00 Asphalt Paving Crew, \$4,800.00 Concrete Crew \$2,500.00, Sealcoating Crew \$1,500.00.

Asphalt Over-Run: The owner agrees to pay for asphalt over-run at a rate of \$165.00 per ton. Asphalt leveling will be billed at a rate of \$195.00 per ton in areas of excessive leveling of depressed asphalt areas as may be required to improve existing slope or grade.

Work Hours: Work to be completed during the week (Monday-Friday) during the hours of 7A.M. & 6 P.M. excluding holidays unless otherwise clearly stated in the proposal, night, weekend, holiday, work available at an additional cost if work is required to be completed during a night, weekend, holiday schedule.

Warranty: Warranty period (12) months on workmanship and materials to commence upon date of substantial completion of work subject to payment in full of contracted work. SAE will not honor the warranty unless payments are made in full. Warranty subject to scope of work warranty statements.

Job Site Barricades: cones, and or caution tape are not to be removed for the duration of the project. SAE will not be liable for the removal of barricades/cones/caution tape by others while work is in progress, areas of ongoing work, and closed off sections or segments of work. SAE will not be liable for anyone who disrespects traffic control devices and walks or drives on wet or uncured sealer, concrete, or painted surfaces causing damage to any adjoining surfaces, persons, or property damage.

Landscaping: Tree & vegetation removal to gain access to the work area and restoration of sod adjacent to performed work to be done by others.

Utilities: SAE will not be responsible for damage to underground utilities such as buried sprinkler lines, utility service lines i.e., power, water, sewer, catv, etc. that are not properly identified, or clearly marked by utility locates and set to required depth by code inclusive of areas closely adjoining to proposed work area. Any known service lines are to be re-located or removed by others prior to the commencement of work.

Permits: Construction permits costs and fees are not included unless otherwise specified. Permit procurement will be an added cost of \$785.00 per permit. Permit procurement is inclusive of application support, notary, 1 Submission, municipal review monitoring and up to (3) visits to municipal depts. to address revisions, additional required municipal visits/revisions will be charged at a rate of \$100.00 per municipal visit or submitted revision. Inspections to finalize approved permits are inclusive. The actual cost of the permit fee assessed by the governing agency will be an added charge and inclusive of the final permit procurement invoice. Any additional work required by such a permit will be an additional charge above and beyond the original contract price. In the event a customer or authorized representative instructs SAE to proceed without the required permits. Should the customer determine not to proceed with a

submitted permit due to unwillingness to comply with municipalities requirements. The customer agrees to pay the permit procurement fee and re-imburse any permit processing fee and related costs incurred by SAE.

**Site Plans/Surveys:** The owner or authorized representative will provide 2 copies of current site plans/surveys for permitting purposes. In the event a customer cannot provide the required survey or site plan for permitting purposes. SAE can provide needed professional services to include surveying and engineering services as an added charge.

**A.D.A.:** SAE makes no claim to the local, state, or federal guidelines on ADA compliance of existing surfaces or any upgrades of A.D.A. elements present within the property boundary. SAE recommends that a Civil Engineer/Architect be retained for ADA compliance.

**Payment Terms:** Payments shall be made in accordance with the agreed to and accepted payment terms.

**Contract Price:** All prices quoted are valid for 30 days from the date of this proposal. Due to price fluctuations and market volatility in material costs. SAE reserves the right to withdraw the proposal or revise contract pricing at any time prior to commencement of work or in the event permitting delays occur beyond (90) days.

Change orders approved by the property owner, the authorized representative will be invoiced as an added charge above and beyond the contract price. All change orders shall be paid upon execution thereof and not be a cause of delay in payment of original contract sum. Original contract amount & change orders must be paid prior to performing punch list items (subject to 10% customer retainage). Unpaid balances past due 30 days from date of receipt and will be subject to a monthly interest rate charge of 1.5% monthly / 18% annually.

In the event an owner/authorized representative wishes to cancel the project for any reason prior to commencement of contracted work, any deposits received will be returned to the customer and be subject to 20% deductions of contracted price and added charges related to purchased materials, fees associated with site plans, surveys, procurement, permit fees & any expenses as may have been incurred by SAE.

Should a collection agency or attorney be retained to collect any amount due under the term of this contract, purchaser agrees to pay collection costs, attorney's fees and related costs as may be applicable. In any dispute associated with this agreement between the client and Southern Asphalt Engineering, the prevailing party shall be entitled to reasonable attorney's fees and costs inclusive of collection agency fees. The venue shall be Miami Dade County, Florida.

**Exclusions:** This proposal excludes the following unless expressly stated in this proposal. as-builts, surveys, architectural drawings, engineer site plans, engineering, layout, material testing, permits, staking, (manhole, catch basin, frame and grate, and water valve adjustments or repairs), riser rings, utility meter boxes, wired detector loops, ID badges, biometrics, background checks, special pay wages, and or bond requirements unless expressly implied. The hiring party is responsible for any of the above items which may be required. Should these services be provided by this contractor any additional charges will be assessed accordingly upon prior customer approval.

No account representative, sales agent, or any other employee of SAE Inc., customer or customer representative shall have the authority to waive or modify any terms and conditions of this agreement nor deviate from the specifications and terms set forth herein. No verbal representations expressed or implied can be relied on and will not supersede the terms and conditions of the written specifications set forth. Any change, alteration, or deviation from the specifications as set forth in the proposal, which involve additional charge or cost, will only be permitted upon written confirmation via Change Order.

This proposal including all terms and conditions, shall become a legally binding attachment to any contract entered and between SAE and the financially responsible party for which the work is being performed. All provided terms will not be excluded or superseded by any other contract or riders.

# Attachments

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

## Company Attachments

[About Southern Asphalt Engineering Inc.](#)

[Liability, Workers Comp & Auto Ins.](#)

[W-9 Form](#)



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

June 19, 2024

Mr. Michael Vera  
19049 SW 80 Court  
Cutler Bay, FL 33157

**Reference:           Improper Placement of Fill on Cutler Cay Community Development District  
Lake Property (the "CDD")  
In the Back of 19049 SW 80 Court**

**Via:                   Email Only: [michaeltatiana@yahoo.com](mailto:michaeltatiana@yahoo.com)**

Dear Mr. Vera,

Thank you for meeting with us this morning.

As mentioned at the site meeting, the landscaping project conducted by your contractor in the back of your property has resulted in an unacceptable slope inclination of the CDD-owned lake bank. The slope needs to be restored as indicated in the Miami-Dade County approved set of construction drawings attached to this email (Refer to Typical Section 10-10 circled in red on Sheets C-4 and C-18).

The CDD is concerned that the improper slope created by the grading of the fill material affects the intent of the lakeshore restoration project recently completed by the CDD, and that it might also create liability situations to all parties involved.

For future communications regarding the referenced item, I am copying CDD Manager Gloria Perez, CDD Counsel Liza Smoker and HOA Manager Laura Gavilan.

Thank you,

DocuSigned by:  
  
91E21FBBCEDD4E0...

Juan R. Alvarez, PE  
CDD Engineer.

Cc. District Manager Gloria Perez	<a href="mailto:gperez@sdsinc.org">gperez@sdsinc.org</a>
District Counsel Liza Smoker	<a href="mailto:Lsmoker@bclmr.com">Lsmoker@bclmr.com</a>
HOA Manager Laura Gavilan	<a href="mailto:lgavilan@kwpmc.com">lgavilan@kwpmc.com</a>





# CUTLER CAY

UNINCORPORATED MIAMI DADE COUNTY, FLORIDA  
PAVING, GRADING, AND DRAINAGE SYSTEM

## INDEX OF SHEETS

SHEET NO.	DESCRIPTION
0-1	COVER SHEET
0-2	GENERAL NOTES AND SPECIFICATIONS & MEASUREMENTS - WATER AND SEWER NOTES
0-3	KEY MAP
0-4	PAVING, GRADING AND DRAINAGE PLANS
0-5	PAVING, GRADING AND DRAINAGE PLANS
0-6	PAVING, GRADING AND DRAINAGE PLANS
0-7	PAVING, GRADING AND DRAINAGE PLANS
0-8	PAVING, GRADING AND DRAINAGE PLANS
0-9	PAVING, GRADING AND DRAINAGE PLANS
0-10	PAVING, GRADING AND DRAINAGE PLANS
0-11	PAVING, GRADING AND DRAINAGE PLANS
0-12	PAVING, GRADING AND DRAINAGE PLANS
0-13	PAVING, GRADING AND DRAINAGE PLANS
0-14	PAVING, GRADING AND DRAINAGE PLANS
0-15	PAVING, GRADING AND DRAINAGE PLANS
0-16	TYPICAL SECTIONS
0-17	TYPICAL SECTIONS
0-18	TYPICAL SECTIONS
0-19	PAVING, GRADING AND DRAINAGE DETAILS
0-20	SCHEDULE OF DRAINAGE STRUCTURES
0-21	PAVEMENT, MARKING & SIGNAGE PLANS
0-22	PAVEMENT, MARKING & SIGNAGE PLANS
0-23	PAVEMENT, MARKING & SIGNAGE PLANS
0-24	PAVEMENT, MARKING & SIGNAGE PLANS
0-25	PAVEMENT, MARKING & SIGNAGE PLANS
0-26	PAVEMENT, MARKING & SIGNAGE PLANS
0-27	PAVEMENT, MARKING & SIGNAGE PLANS
0-28	PAVEMENT, MARKING & SIGNAGE PLANS
0-29	PAVEMENT, MARKING & SIGNAGE PLANS
0-30	PAVEMENT, MARKING & SIGNAGE PLANS



LOCATION MAP  
SCALE: 1" = 300'

PREPARED FOR:  
**SHOMA DEVELOPMENT CORP.**  
PREPARED BY:

**MSA** Milian, Swain & Associates, Inc.  
2025 S.W. 32nd AVENUE, MIAMI, FLORIDA 33145  
TEL: (305)441-0123 FAX: (305)441-0888  
CIVIL & ENVIRONMENTAL ENGINEERS • UTILITY MANAGEMENT • FINANCIAL CONSULTANTS

1-21739

APPROVED

DATE: 03/11/04

PROJECT: CUTLER CAY

FLOOD: 1.0% A.P.

ZONED:

RECEIVED SUB. DIVISION: 3-3-04

TO: 10-116 CAYT.COM

HINGED GRATES  
REQUIRED WITHIN  
PUBLIC R/W (SD 2.3)

## LEGEND

- RIGHT-OF-WAY EASEMENT
- RIGHT-OF-WAY LINE
- ROADWAY CENTERLINE
- PROPERTY LINE
- PROPOSED GUARDRAIL
- PROPOSED WOOD FENCE
- PROPOSED RETAINING WALL (BY OTHERS)
- PROPOSED CATCH BASIN
- PROPOSED MANHOLE
- CATCH BASIN AND LENGTH OF EXPLORATION TRENCH
- PROPOSED GRADE ELEVATION
- EXISTING GRADE ELEVATION
- INVERT ELEVATION
- T.O.P. TOP OF PIPE ELEVATION
- D.I. DUCTILE IRON
- P.V.C. POLYVINYL CHLORIDE
- H.D.P.E. HIGH DENSITY POLYETHYLENE

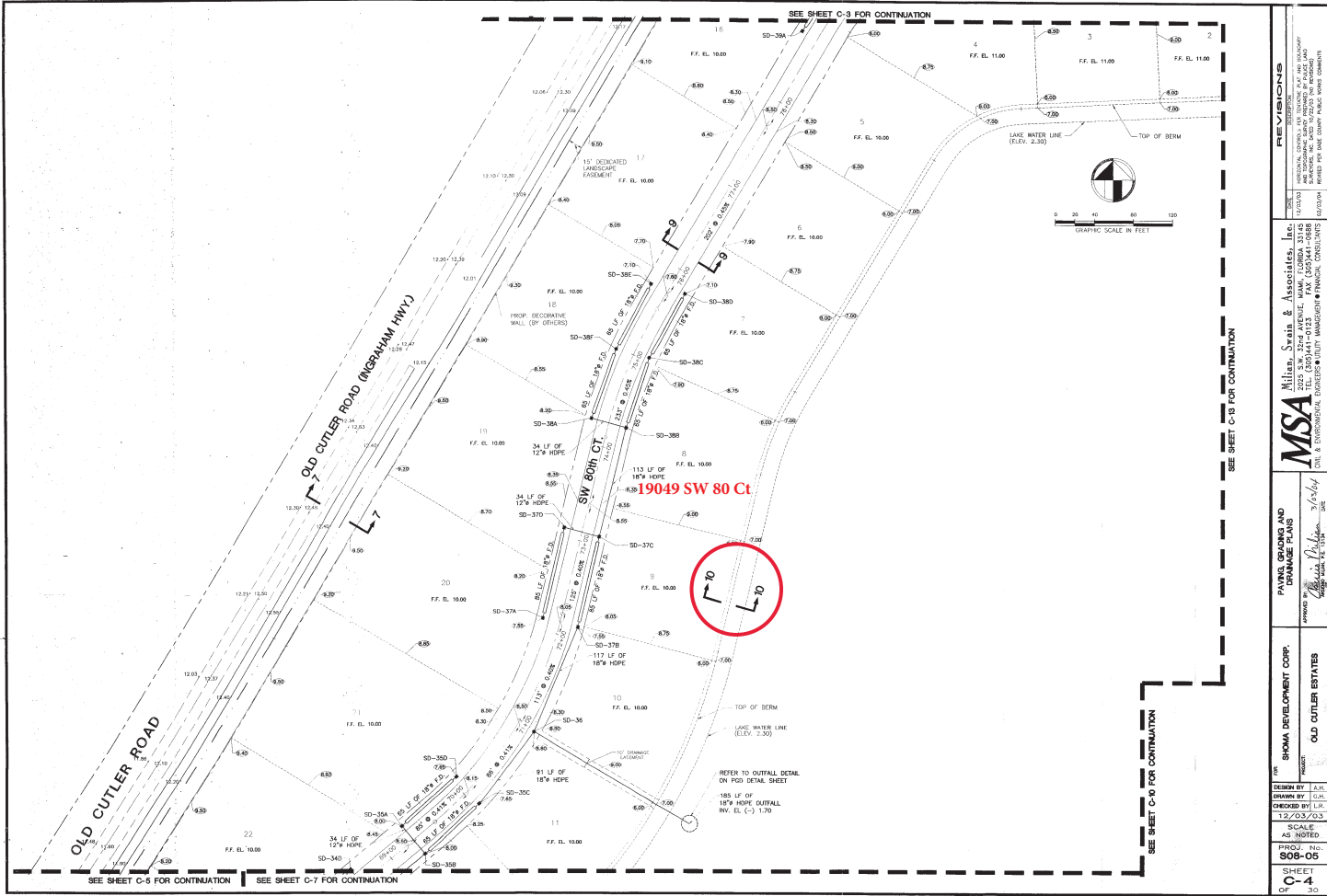
## CERTIFICATION

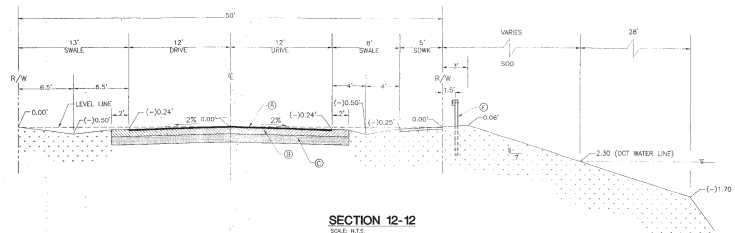
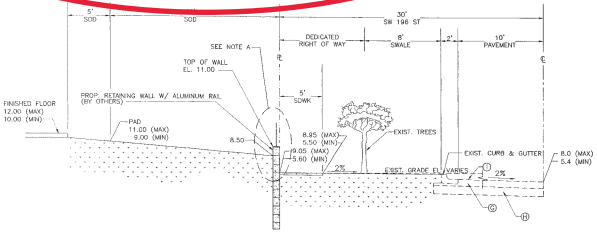
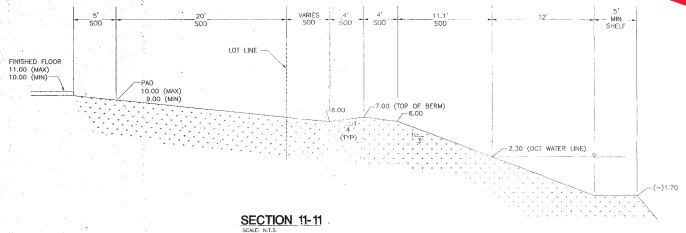
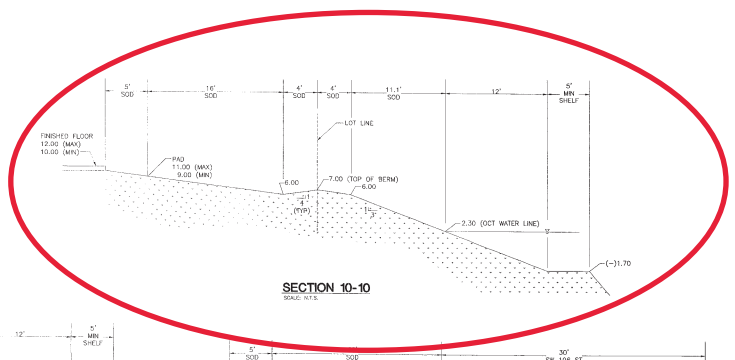
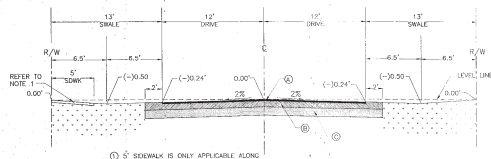
THIS IS TO CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY  
DIRECTION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF  
IT COMPLIES WITH THE INTENT OF THE "MANUAL OF UNIFORM AIDS  
FOR DESIGN, CONSTRUCTION, & MAINTENANCE FOR  
STREETS AND HIGHWAYS" AS ADOPTED BY THE STATE OF FLORIDA  
LEGISLATURE, CHAPTER 72-328 F.S., PERTAINING TO PUBLIC STREETS  
AND HIGHWAYS.

APPROVED BY: *Arden N. Milian* DATE: 3/11/04  
ARDEEN MILIAN  
REGISTERED ENGINEER NO. 13134  
STATE OF FLORIDA

CUTLER CAY  
MSA







- NOTE: A  
THE RETAINING WALL SHALL BE CONSTRUCTED SUCH THAT THE CAP IS A MINIMUM OF SIX (6) INCHES ABOVE THE GRADED UPLANDS OR ALL UPLANDS SHALL BE GRADED AWAY FROM THE CAP AT A NEGATIVE SLOPE TO PREVENT STORM WATER DISCHARGES TO ADJACENT WETLANDS.
- ① 1" ASPHALTIC CONCRETE TYPE "S-1"
  - ② 8" LIMEROCK BASE, MIN. LBR 100, COMPACTED TO 98% MAXIMUM DENSITY PER AASHTO T-180.
  - ③ 12" STABILIZED SUBGRADE, MIN. LBR 40, COMPACTED TO 95% MAXIMUM DENSITY PER AASHTO T-180.
  - ④ 6" TYPE "D" CURB
  - ⑤ TYPE "D" CURB & GUTTER
  - ⑥ GRAPHERL PER FOOT INDEX 400
  - ⑦ EXIST. LIMEROCK
  - ⑧ EXIST. SUBGRADE
  - ⑨ EXIST. ASPHALT

REVISIONS

NO.	DATE	DESCRIPTION
1	12/03/03	ISSUED FOR PERMIT
2	12/03/03	REVISED PER PERMIT
3	12/03/03	REVISED PER PERMIT

TYPICAL SECTIONS

NO.	DATE	DESCRIPTION
1	12/03/03	ISSUED FOR PERMIT
2	12/03/03	REVISED PER PERMIT
3	12/03/03	REVISED PER PERMIT

DESIGN BY	DATE
A.H.	12/03/03
DRAWN BY	DATE
C.H.	12/03/03
CHECKED BY	DATE
L.E.	12/03/03
SCALE	AS NOTED
PROJ. NO.	808-06
SHEET	C-18
OF	30

SHOMA DEVELOPMENT CORP.	OLD OUTLET ESTATES
12/03/03	12/03/03

DESIGN BY	DATE
A.H.	12/03/03
DRAWN BY	DATE
C.H.	12/03/03
CHECKED BY	DATE
L.E.	12/03/03
SCALE	AS NOTED
PROJ. NO.	808-06
SHEET	C-18
OF	30



Headley Construction Group Inc

8240 SW 186th ST  
Cutler Bay, FL 33157 USA  
+13056131490  
thomas@headleycg.com



Estimate

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

ESTIMATE 1549  
DATE 09/18/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		Project; Change Order #5 - CC Stagnant water 7616 SW 193 Lane			
		Scope of work			
	Drainage	1. PERFORM CLEARING AND GRUBBING OF THE TRENCH SECTION. 2. EXCAVATE EXISTING MATERIAL UP TO THE REQUIRED DEPTH; 15' BELOW EDGE OF PAVEMENT ELEVATION. 3. INSTALL FRENCH DRAIN (SEE DETAIL). 4. INSTALL DRAIN BASIN PER MANUFACTURER SPECIFICATIONS (SEE DETAIL). 5. CAST CONCRETE APRON PER MANUFACTURER SPECIFICATIONS (SEE DETAIL), ASSURING GRATE ELEVATION TO BE 3" BELOW EDGE OF PAVEMENT ELEVATION. 6. MAINTAIN TRAFFIC IN ACCORDANCE WITH MIAMI-DADE COUNTY PUBLIC WORKS MANUAL PART 1.	1	14,750.00	14,750.00
	Asphalt Mill & Resurface	7. PERFORM VARIABLE MILLING OF 3/4" AND PAVE AVERAGE 1" ASPHALT OVERBUILD FOR SLOPE CORRECTION  8. CLEAN THE SITE AFTER THE WORK IS OVER.	1	2,800.00	2,800.00

SUBTOTAL	17,550.00
TAX	0.00

TOTAL

**\$17,550.00**

Accepted By

Accepted Date

Headley Construction Group Inc

8240 SW 186th ST  
Cutler Bay, FL 33157 USA  
+13056131490  
thomas@headleycg.com



Estimate

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

ESTIMATE 1550  
DATE 09/18/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		Project; Change Order #6 - Pavement Restoration Cutler Cay			
	Asphalt Mill & Resurface	Scope of work - Fixing damaged asphalt pavement due to water main repair	1	3,300.00	3,300.00
		1. Asphalt Milling / Cleanup of asphalt area (20' x 20')			
		2. Asphalt Paving at 1" depth of SP-9.5 Mix (20' x 20')			
		3. Striping of area to match existing layout			
		4. Cleaning of worksite once completed			
SUBTOTAL					3,300.00
TAX					0.00
TOTAL					\$3,300.00

Accepted By

Accepted Date

Headley Construction Group Inc

8240 SW 186th ST  
Cutler Bay, FL 33157 USA  
+13056131490  
thomas@headleycg.com



Estimate

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

ESTIMATE 1551  
DATE 09/18/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		Project; Change Order #7 - Striping Restoration Cutler Cay			
		Scope of Work - Main Entrance			
	Signs & Markings	1. Thermoplastic, 6" Wide, White/Yellow Solid Lane (3720 LF)	3,720	2.25	8,370.00
	Signs & Markings	2. Thermoplastic, 6" Wide, White Skips (10' X 30')	150	2.25	337.50
	Signs & Markings	3. Thermoplastic, Directional Traffic Arrow (Qty. 15)	15	135.00	2,025.00
	Signs & Markings	4. Thermoplastic, 24" Wide, White Stop Bar (Qty. 3)	3	90.00	270.00
		Scope of Work - South Gate Entrance			
	Signs & Markings	5. Thermoplastic, 6" Wide, Double Yellow Solid Lane (200 LF)	200	3.00	600.00
	Signs & Markings	6. Provide & Install (Y/Y) Reflective Paving Market (Qty. 12)	12	9.00	108.00
SUBTOTAL					11,710.50
TAX					0.00
TOTAL					\$11,710.50

Accepted By

Accepted Date

Cutler Cay  
Community Development District

**Financial Report For  
September 2024**

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
SEPTEMBER 2024**

	<b>Annual Budget 10/1/23 - 9/30/24</b>	<b>Actual Sep-24</b>	<b>Year To Date Actual 10/1/23 - 9/30/24</b>
<b>REVENUES</b>			
Administrative Assessments	102,056	0	109,279
Maintenance Assessments	742,571	0	742,571
Debt Assessments - 2014 Refunding	773,141	0	773,141
Loan Assessments - Restoration Project	149,389	0	149,389
Other Revenue	0	0	0
Interest Income	600	4,840	71,510
<b>Total Revenues</b>	<b>\$ 1,767,757</b>	<b>\$ 4,840</b>	<b>\$ 1,845,890</b>
<b>ADMINISTRATIVE EXPENDITURES</b>			
Supervisor Fees	6,000	0	5,400
Payroll Taxes (Employer)	480	0	413
Management	32,388	2,699	32,388
Secretarial	4,200	350	4,200
Legal	15,000	798	28,610
Legal Fees - Extraordinary	0	0	19,049
Assessment Roll	7,500	7,500	7,500
Audit Fees	3,500	0	3,500
Arbitrage Rebate Fee	650	0	0
Insurance	15,000	0	13,272
Legal Advertisements	750	0	12,030
Miscellaneous	2,750	351	4,373
Postage	700	60	1,696
Office Supplies	1,400	9	1,247
Dues & Subscriptions	175	0	175
Trustee Fee	4,200	0	4,139
Continuing Disclosure Fee	350	350	350
Website Management	2,000	165	2,000
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 97,043</b>	<b>\$ 12,282</b>	<b>\$ 140,342</b>
<b>TOTAL MAINTENANCE EXPENDITURES (Details On Page 2)</b>	<b>\$ 842,155</b>	<b>\$ 19,475</b>	<b>\$ 562,706</b>
<b>Total Expenditures</b>	<b>\$ 939,198</b>	<b>\$ 31,757</b>	<b>\$ 703,048</b>
<b>Revenues Less Expenditures</b>	<b>\$ 828,559</b>	<b>\$ (26,917)</b>	<b>\$ 1,142,842</b>
2014 Bond Refinancing Payments	(726,753)	0	(739,187)
<b>Balance</b>	<b>\$ 101,806</b>	<b>\$ (26,917)</b>	<b>\$ 403,655</b>
County Appraiser & Tax Collector Fee	(33,935)	0	(16,334)
Discounts For Early Payments	(67,871)	0	(61,322)
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ (26,917)</b>	<b>\$ 325,999</b>
Carryover From Prior Year	0	0	0
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ (26,917)</b>	<b>\$ 325,999</b>

Bank Balance As Of 9/30/24	\$ 1,505,920.67
Accounts Payable As Of 9/30/24	\$ 72,143.97
Accounts Receivable As Of 9/30/24	\$ 1,200.00
Security Deposit As Of 9/30/24	\$ -
Reserve For Project Loan Payment As Of 9/30/24	\$ 140,425.00
Reserve For Roads Maintenance As Of 9/30/24	\$ 195,000.00
Reserve For Stormwater Drainage As Of 9/30/24	\$ 85,500.00
Reserve For Pipe Repairs Project As Of 9/30/24	\$ 170,000.00
Reserve For Lake Bank Erosion Project As Of 9/30/24	\$ 24,811.00
Available Funds As Of 9/30/24	\$ 819,240.70

**Notes**

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

Reserve Fund Balances To Be  
Adjusted On 10/1/24



**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT - MAINTENANCE  
SEPTEMBER 2024**

	<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>Sep-24</b>	<b>10/1/23 - 9/30/24</b>
Contingency/Reserve	279,730	0	1,233
Lakes Maintenance	12,000	619	7,878
Roads Maintenance/Reserve	50,000	0	3,900
Stormwater Drainage/Reserve	28,000	0	15,490
Stormwater Drainage System Pipe Repairs Project-Phase 2	100,000	0	61,988
Field Operations	12,000	1,000	12,000
Walls & Wall Fountain Maintenance	30,000	900	25,343
Sidewalk Maintenance/Repairs	15,000	0	17,864
Engineering/Inspections	45,000	7,738	45,886
Street Signage	5,000	0	0
Lake Fountain Maintenance	15,000	0	150
Entry Features Maintenance	15,000	0	5,405
Guardhouse Exterior Maintenance	10,000	0	850
Water & Sewage	5,000	0	120
FPL - Electrical Utility	35,000	9,218	110,671
Retention Wall Maintenance	45,000	0	0
Lake Bank Erosion Restoration Project	0	0	253,928
Lake Bank Erosion Restoration Project (Loan Payment)	140,425	0	0
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 842,155</b>	<b>\$ 19,475</b>	<b>\$ 562,706</b>

**Cutler Cay Community Development District**  
**Budget vs. Actual**  
**October 2023 through September 2024**

	<b>Oct 23 - Sept 24</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	149,389.00	149,389.00	0.00	100.0%
363.100 · Administrative Assessments	109,279.15	102,056.00	7,223.15	107.08%
363.101 · Maintenance Assessments	742,571.00	742,571.00	0.00	100.0%
363.810 · Debt Assessments	773,141.00	773,141.00	0.00	100.0%
363.820 · Debt Assessment - Pd To Trustee	-739,187.22	-726,753.00	-12,434.22	101.71%
363.830 · Cty Appraiser & Tax Coll Fee	-16,334.04	-33,935.00	17,600.96	48.13%
363.831 · Discounts For Early Payments	-61,321.80	-67,871.00	6,549.20	90.35%
369.401 · Interest Income	71,509.82	600.00	70,909.82	11,918.3%
<b>Total Income</b>	<b>1,029,046.91</b>	<b>939,198.00</b>	<b>89,848.91</b>	<b>109.57%</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	253,927.57	0.00	253,927.57	100.0%
512.826 · Lake Bank Erosion Rest Prj - Loan Payment	0.00	140,425.00	-140,425.00	0.0%
511.758 · FPL - Electrical	110,671.31	35,000.00	75,671.31	316.2%
511.756 · Water & Sewage	120.41	5,000.00	-4,879.59	2.41%
511.754 · Guardhouse Exterior Maintenance	850.00	10,000.00	-9,150.00	8.5%
511.753 · Entry Feature Maintenance	5,405.00	15,000.00	-9,595.00	36.03%
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 · Stormwter Drainage Pipe Project	61,988.00	100,000.00	-38,012.00	61.99%
511.307 · Sidewalk Maint/ Repairs	17,864.14	15,000.00	2,864.14	119.09%
511.122 · Payroll tax expenses	413.10	480.00	-66.90	86.06%
511.131 · Supervisor Fee	5,400.00	6,000.00	-600.00	90.0%
511.301 · Lakes Maintenance	7,878.00	12,000.00	-4,122.00	65.65%
511.302 · Roads Maintenance/Reserve	3,900.00	50,000.00	-46,100.00	7.8%
511.303 · Stormwater Drainage/Reserve	15,490.00	28,000.00	-12,510.00	55.32%
511.304 · Field Operations	12,000.00	12,000.00	0.00	100.0%
511.305 · Contingency/Reserve	1,232.97	279,730.00	-278,497.03	0.44%
511.306 · Walls-Wall Fountain Maintenance	25,342.50	30,000.00	-4,657.50	84.48%
511.310 · Engineering/Inspections	45,885.73	45,000.00	885.73	101.97%
511.311 · Management Fees	32,388.00	32,388.00	0.00	100.0%
511.312 · Secretarial Fees	4,200.00	4,200.00	0.00	100.0%
511.315 · Legal Fees	28,610.00	15,000.00	13,610.00	190.73%
511.316 · Legal Fees - Extraordinary	19,049.41	0.00	19,049.41	100.0%
511.318 · Assessment/Tax Roll	7,500.00	7,500.00	0.00	100.0%
511.320 · Audit Fees	3,500.00	3,500.00	0.00	100.0%
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	12,030.15	750.00	11,280.15	1,604.02%
511.512 · Miscellaneous	4,372.68	2,750.00	1,622.68	159.01%
511.513 · Postage and Delivery	1,695.93	700.00	995.93	242.28%
511.514 · Office Supplies	1,247.25	1,400.00	-152.75	89.09%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.733 · Trustee Fees	4,138.75	4,200.00	-61.25	98.54%
511.734 · Continuing Disclosure Fee	350.00	350.00	0.00	100.0%
511.750 · Website Management	1,999.92	2,000.00	-0.08	100.0%
<b>Total Expense</b>	<b>703,047.82</b>	<b>939,198.00</b>	<b>-236,150.18</b>	<b>74.86%</b>
<b>Net Ordinary Income</b>	<b>325,999.09</b>	<b>0.00</b>	<b>325,999.09</b>	<b>100.0%</b>
<b>Net Income</b>	<b>325,999.09</b>	<b>0.00</b>	<b>325,999.09</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	11/20/23	NAV Taxes	\$ 153,059.24		\$ (1,466.88)	\$ (6,370.54)	\$ 145,221.82	\$ 8,846.74	\$ 64,315.50	\$ 12,933.55	\$ 66,963.45	\$ 20,665.02	\$ 61,022.20	\$ -	\$ 63,534.60		\$ 63,534.60
2	2	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
3	3	Miami-Dade Tax Collector	12/08/23	NAV Taxes	\$ 1,093,866.46		\$ (10,501.12)	\$ (43,754.41)	\$ 1,039,610.93	\$ 63,225.47	\$ 459,642.69	\$ 92,431.72	\$ 478,566.58	\$ 147,936.62	\$ 436,844.52	\$ -	\$ 454,829.79		\$ 454,829.79
4	4	Miami-Dade Tax Collector	12/27/23	NAV Taxes	\$ 27,556.62		\$ (267.04)	\$ (853.15)	\$ 26,436.43	\$ 1,592.78	\$ 11,579.29	\$ 2,328.53	\$ 12,056.02	\$ 3,761.90	\$ 11,108.59	\$ -	\$ 11,565.94		\$ 11,565.94
5	5	Miami-Dade Tax Collector	01/09/24	NAV Taxes	\$ 63,338.52		\$ (614.37)	\$ (1,900.17)	\$ 60,823.98	\$ 3,660.97	\$ 26,614.85	\$ 5,352.10	\$ 27,710.60	\$ 8,655.21	\$ 25,558.25	\$ -	\$ 26,610.52		\$ 26,610.52
6	6	Miami-Dade Tax Collector	02/06/24	NAV Taxes	\$ 29,855.71		\$ (292.24)	\$ (632.16)	\$ 28,931.31	\$ 1,725.56	\$ 12,545.40	\$ 2,522.85	\$ 13,061.90	\$ 4,116.81	\$ 12,157.00	\$ -	\$ 12,657.50		\$ 12,657.50
7	Int - 1	Miami-Dade Tax Collector	02/27/24	Interest		\$ 1,571.87			\$ 1,571.87	\$ 1,571.87				\$ 1,571.87					\$ -
8	7	Miami-Dade Tax Collector	03/08/24	NAV Taxes	\$ 17,616.41		\$ (174.05)	\$ (210.58)	\$ 17,231.78	\$ 1,018.22	\$ 7,402.42	\$ 1,488.59	\$ 7,707.18	\$ 2,452.09	\$ 7,240.79		\$ 7,538.90		\$ 7,538.90
9	Int - 2	Miami-Dade Tax Collector	03/20/24	Interest		\$ 110.49			\$ 110.49	\$ 110.49				\$ 110.49					\$ -
10	8	Miami-Dade Tax Collector	04/10/24	NAV Taxes	\$ 80,079.80		\$ (800.11)	\$ (70.02)	\$ 79,209.67	\$ 4,628.62	\$ 33,649.53	\$ 6,766.74	\$ 35,034.91	\$ 11,271.54	\$ 33,283.90		\$ 34,654.23		\$ 34,654.23
11	9	Miami-Dade Tax Collector	05/08/24	NAV Taxes/Interest	\$ 38,198.86	\$ 1,205.55	\$ (390.52)	\$ 16.61	\$ 39,030.50	\$ 3,413.45	\$ 16,051.16	\$ 3,227.80	\$ 16,712.00	\$ 6,580.86	\$ 15,897.56		\$ 16,552.08		\$ 16,552.08
12	10	Miami-Dade Tax Collector	06/10/24	NAV Taxes/Interest	\$ 19,836.89	\$ 492.52	\$ (203.30)		\$ 20,126.11	\$ 1,639.09	\$ 8,335.46	\$ 1,676.22	\$ 8,678.64	\$ 3,282.11	\$ 8,252.10		\$ 8,591.90		\$ 8,591.90
13	11	Miami-Dade Tax Collector	06/24/24	NAV Taxes/Interest (TC)	\$ 74,553.73	\$ 3,354.94	\$ (779.08)		\$ 77,129.59	\$ 7,591.40	\$ 31,333.40	\$ 6,362.80	\$ 32,621.07	\$ 7,515.49	\$ 31,020.07	\$ 6,299.17	\$ 32,294.86		\$ 32,294.86
14	Int - 3	Miami-Dade Tax Collector	07/29/24	Interest		\$ 474.29			\$ 474.29	\$ 474.29				\$ 474.29					\$ -
15									\$ -										\$ -
16									\$ -										\$ -
17									\$ -										
18									\$ -										
					\$ 1,767,170.49	\$ 7,209.66	\$ (17,113.12)	\$ (60,542.72)	\$ 1,696,724.31	\$ 109,279.15	\$ 742,571.00	\$ 149,389.00	\$ 773,141.00	\$ 241,278.24	\$ 709,959.68	\$ 6,299.17	\$ 739,187.22	\$ -	\$ 739,187.22

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

Admin: \$102,060.50  
Maint: \$742,577.25  
Debt-Project Loan: \$149,389.10  
Debt-Bond: \$773,143.64  
**Total \$1,767,170.49**

Collections  
100.00%

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.

\$ 1,767,170.49	
\$ 7,209.66	\$ 1,696,724.31
\$ (109,279.15)	\$ (241,278.24)
\$ (891,960.00)	\$ (716,258.85)
\$ (773,141.00)	\$ (739,187.22)
\$ -	\$ 0.00

June 26, 2024

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

**Re: Year 2024 Cutler Cay CDD Report**

Dear Ms. Perez:

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

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

**1. Infrastructure Ownership and Maintenance Responsibilities.**

*a. General*

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

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

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

*b. Maintenance Responsibilities of CDD-Owned Facilities*

The CDD and the HOA entered into a maintenance agreement dated May 26, 2021, which will expire at the end of the 2024-2025 Fiscal Year on September 30, 2025. The CDD and the HOA have entered into a new 2-year, renewable maintenance agreement dated June 10, 2024 to begin on October 1, 2025 at the expiration of the 2021 agreement. The maintenance responsibilities of the CDD and HOA described in the 2021 and 2024 agreements are summarized in the table below:

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

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



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

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

- a. Roads and Road Components, Walls, Fences, Structures, Landscaping and Irrigation.  
The roads and other CDD-Owned facilities listed above in Section 1.b. are in good working order and condition.
- b. Stormwater Management System, Lakes, Ponds, Drainage and Open Areas  
Except for the drainage repairs described below, the drainage and stormwater management facilities listed above in Section 1. b. are in generally good working order and condition.

The CDD has engaged Headley Construction to undertake the Phase II Drainage repairs to the storm drainage system that drains the loop of SW 77 PL, SW 193 St, SW 76 Ct and SW 193 LN, where complaints have been received.

The CDD has completed the Priority 1 (Phase 1) shoreline restoration of the lake within Tract "B," following Landshore Enterprises' Lake Erosion Analysis.

c. Water and Sewer Systems

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

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

### 3. Estimated Maintenance Costs for District-Owned Infrastructure

a. General

The CDD 2024-2025 Fiscal Year budget has the following amounts for maintenance expenditures:

2024-2025 Proposed Budget for Maintenance	
Contingency/Reserve	\$200,000
Lakes Maintenance	\$12,000
Roads Maintenance/Reserve	\$50,000
Stormwater Drainage Maintenance/Reserve	\$40,000
Stormwater Drainage System Pipes Repairs Project - Phase 2	\$0
Field Operations	\$12,000
Walls & Wall Fountain Maintenance	\$30,000
Sidewalk Maintenance/Repairs	<b>\$15,000</b>
Engineering/Inspections	\$45,000
Street Signage	\$5,000
Lake Fountain Maintenance	\$15,000
Entry Features Maintenance	\$15,000
Guardhouse Exterior Maintenance	\$10,000
Water & Sewage	\$2,500
FPL - Street Lighting Project	\$0
FPL - Electrical Utility	\$110,000
DERM Required Stormwater Quality Improvement Project	\$120,000
Retention Wall Maintenance/Reserve	\$0
Security	\$460,000

Landscaping	\$300,000
<b>Total</b>	<b>\$1,441,500</b>

For more detailed information on the 2024-2025 budget, please visit the District's website at the following link:

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

Alvarez Engineers finds the District's maintenance budget for Fiscal Year 2024-2025 adequate, and recommends considering the following suggestions for future budgets:

*b. District Roads*

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

Pavement Service Life (30 Years Estimated)		Present Year	Remaining Service Life (Yrs)	Present Year Cost (PC) of Pavement Replacement (Mill unit cost \$2 and Resurface 3/4" Thick \$6)			Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)
From	To		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	$FCi/((1+i)^n-1)$
2004	2034	2024	10	10,800	\$8.00	\$86,400	\$118,627	0.25%	\$11,730
* Using Florida Department of Transportation Inflation Factors									

Signs & Marking Service Life (10 Years Estimated)		Present Year	Remaining Service Life (Yrs)	Present Year Cost (PC) of Signs & Marking			Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)
From	To		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	$FCi/((1+i)^n-1)$
2022	2034	2024	10	10,800	\$1.00	\$10,800	\$14,828	0.25%	\$1,466
* Using Florida Department of Transportation Inflation Factors									

*c. Stormwater Management System*

The following is a suggested 5-year cyclical program for servicing the inlets, manholes, pipes and French drains of the drainage system. The program consists of servicing 20% of the system every year so that at the end of the fifth year, 100% of the system will have

been serviced. The table below shows the estimated amount that would need to be budgeted yearly to service the 325 drainage structures and 18,680 Linear Feet of pipes in the District. The program may be financed yearly or in one lump sum when needed, or at any other period combination, at the discretion of the Board of Supervisors.

Total No. Structures in CDD	Total LF Pipes	No. Structures with Pipes Serviced per Year					Cost/EA Structure (Includes Cleaning, and Baffle Replacement)	Cost/LF Pipe (Includes Cleaning, Video, Dewatering, and Root Removal)	Total Budget Amount Per Year
		Year 1	Year 2	Year 3	Year 4	Year 5			
325	18680	65					\$225.00	\$6.70	\$39,700
			65				\$230.00	\$6.90	\$40,800
				65			\$235.00	\$7.40	\$43,000
					65		\$240.00	\$8.10	\$45,900
						65	\$245.00	\$9.20	\$50,300

d. Water and Sewer Systems

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

#### 4. Insurance

Alvarez Engineers has reviewed the District's general liability, property, hired non-owned auto, employment practices liability, public officials liability coverage and deadly weapon protection insurance policy provided by Florida Insurance Alliance under Agreement No. 100123030, for the period between October 1, 2023 and October 1, 2024. The District has budgeted enough funds to cover the \$13,272 insurance premium.

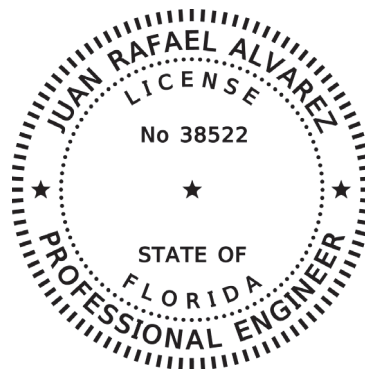
This report was prepared to the best of my knowledge and belief and is based on field observations conducted by Alvarez Engineers personnel, the District Engineer's Report, public documents available and communications with the District's field staff.

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

Sincerely,  
Alvarez Engineers, Inc.

Juan R Alvarez Digitally signed by Juan R Alvarez  
Date: 2024.06.26 14:53:33 -04'00'

Juan R. Alvarez, PE  
District Engineer  
Date: June 26, 2024



This item has been digitally signed and sealed by Juan R. Alvarez, PE on June 26, 2024.

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



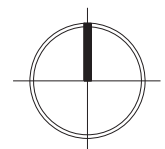
# **LEGEND:**

- TRACT "A" (PB 162, PG 23)  
FOLIO: 36-6003-034-5060  
(QCD ORB 26735, PG 1455)  
CATEGORY: ROAD
- TRACTS "B" AND "C" (PB 162, PG 23)  
FOLIO: 36-6003-034-5070  
(QCD ORB 26735, PG 1455)  
CATEGORY: STORMWATER MANAGEMENT SYSTEM
- TRACTS "G", "H", "I", "J", "K", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "AA", "BB", AND "CC" (PB 162, PG 23)  
FOLIO: 36-6003-034-5060  
(QCD ORB 26735, PG 1455)  
CATEGORY: COMMON AREAS

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

**ALVAREZ ENGINEERS, INC.**

**CUTLER CAY CDD  
CDD LAND OWNERSHIP**



0 100' 400' 650'

EXHIBIT 1

November 04, 2024

**Reference: Permitting & Lake Shoreline Restoration Priority I Phase I in the  
Cutler Cay Community Development District  
Completion Certification**

To whom it may concern:

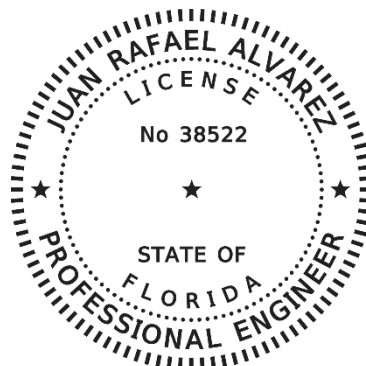
To the best of my knowledge and belief, and based on field observations and information attached to this letter, the Lake Shoreline Restoration Priority I Phase I of the referenced project was completed on August 12, 2024 in substantial compliance with the recommendations outlined in the Erosion and Sedimentation Control Plan and the permit report. Any minor deviations will not prevent the project from functioning in compliance with the intended requirements.

**Alvarez Engineers, Inc.**

Juan R  
Alvarez

Digitally signed by  
Juan R Alvarez  
Date: 2024.11.04  
13:28:32 -05'00'

Juan R. Alvarez, PE  
District Engineer



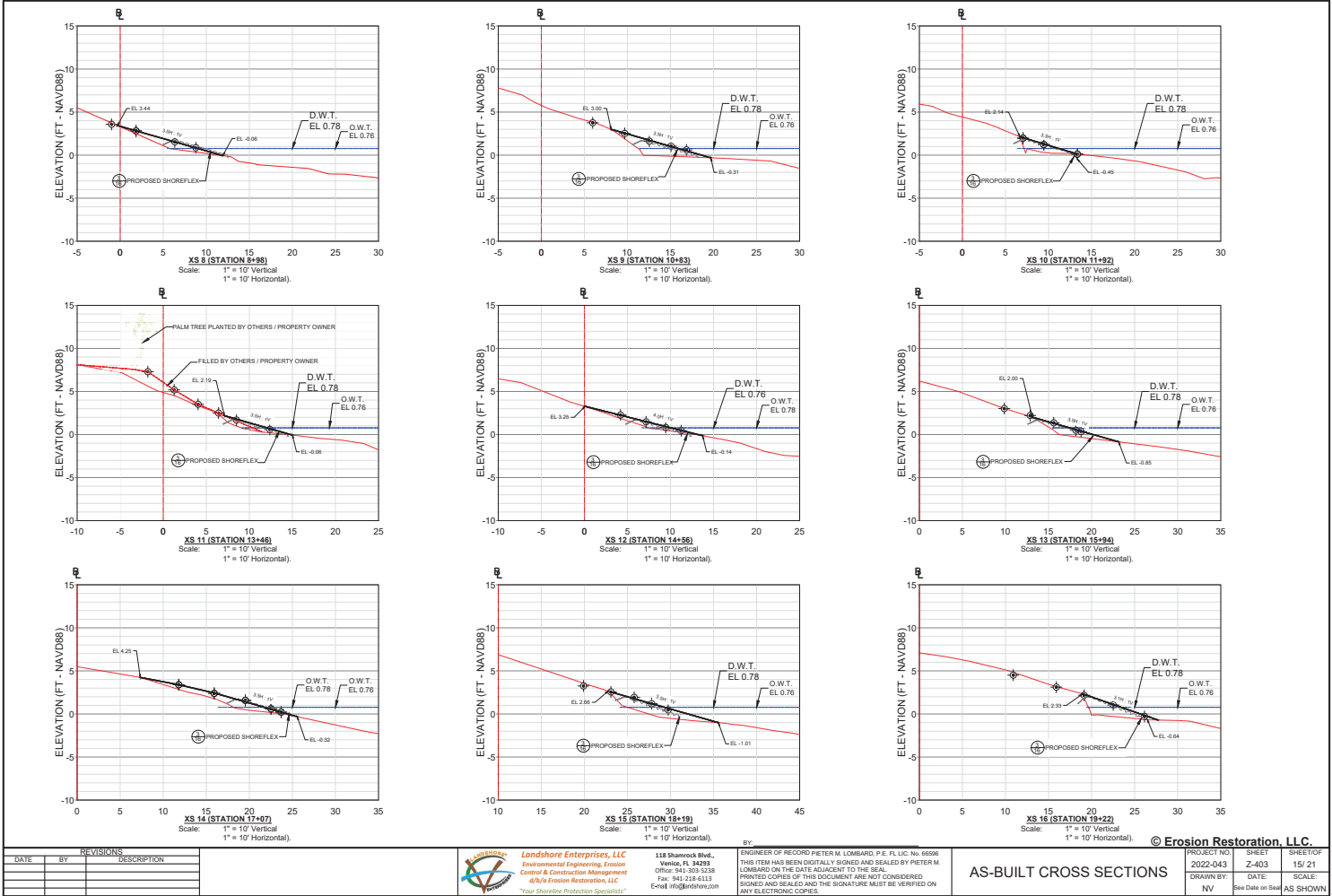
This Item has been signed and sealed by Juan R. Alvarez, PE on November 04, 2024.

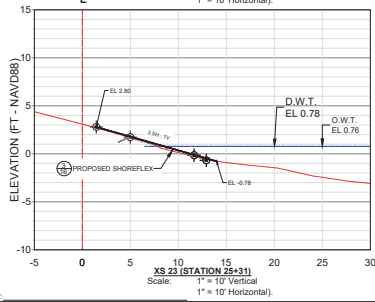
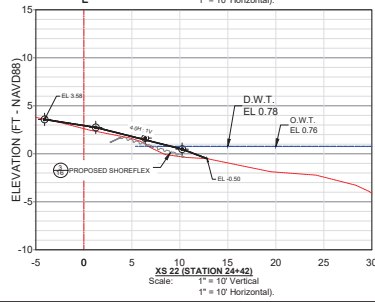
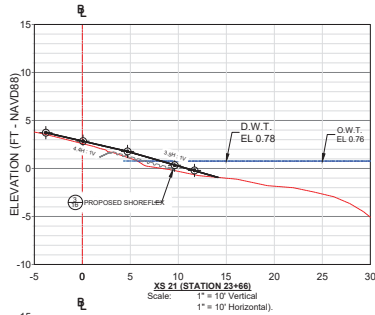
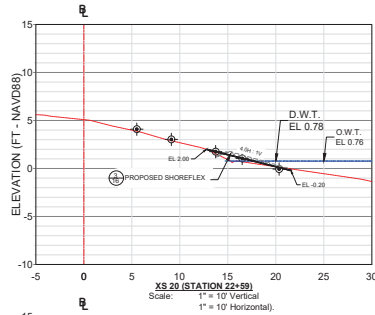
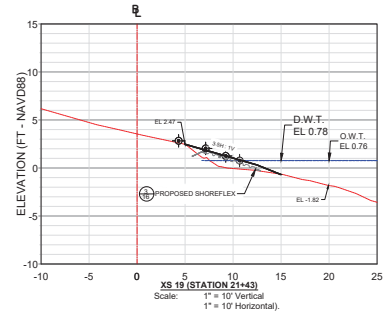
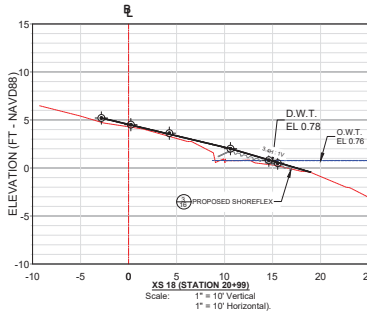
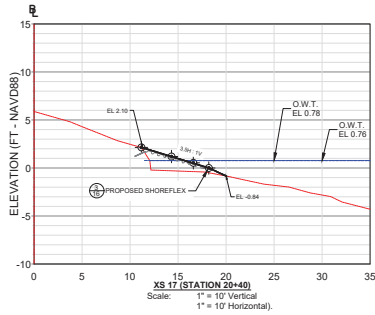
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Attachments: Erosion and Sedimentation Control Plan, Permit report, Erosion Control Element Maintenance Plan.









REVISIONS		
DATE	BY	DESCRIPTION



118 Shamrock Blvd.,  
Venice, FL 33596  
Office: 941-303-5238  
Fax: 941-238-6113  
E-mail: info@landshore.com

BY: ENGINEER OF RECORD PETER M. LOMBARDO, P.E. FL LIC. No. 46596  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY PETER M. LOMBARDO ON THE DATE ADJACENT TO THE SEAL.  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

## AS-BUILT CROSS SECTIONS

© Erosion Restoration, LLC.

PROJECT NO.	SHEET	SHEET OF
2022-043	Z-404	15/ 21
DRAWN BY:	DATE:	SCALE:
NV	See Date on Seal	AS SHOWN

Main	Contractors	Permit Info	Sub Permits	Routing Status	Actions	Fee Summary	Routing History	Fees
------	-------------	-------------	-------------	----------------	---------	-------------	-----------------	------

Permit type	zip	ZIP PERMIT	Permit #	ZIPP-05-23-00117
Address			Parcel #	36-6003-034-5070
Apt/Suite				
City		State		Zip

Permit Information				
Master permit		Routing queue	z6	Applied
Project		Status	final	Approved
Description	MAINTENANCE OF LAKE SHORLINE (filed under Old Cutler in file room)			Issued
Submitted		Clock	Stopped	Days
Submitted via			451	Expires
				05/19/2023
				06/21/2023
				06/26/2023
				08/12/2024
				01/29/2025

Owner				
Last name	CUTLER CAY COMMUNITY	First name		2501A BURNS RD
Phone	(786) 503-1633	Email		PALM BEACH GARDENS FL 11111

Applicant				
<input type="checkbox"/> Owner is applicant?		<input checked="" type="checkbox"/> Contractor is applicant?		
Last name	MCI CONTRACTORS INC	First name		1806 N FLAMINGO RD
Phone	(786) 330-2106	Cust #	00044435	PEMBROKE PINES FL 33028
Email				<input type="checkbox"/> Email inspection results

Lender				
Last name		First name		
Phone	( ) -	Email		Address

Best,  
**David Perez**  
 Permit Clerk  
 Community Development Department

**Town of Cutler Bay**  
 10720 Carribean Blvd., Suite 230  
 Cutler Bay, Florida 33189  
 Tel: (786) 573-5513  
 Fax: (305) 234-5873  
[www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov) [Facebook](#) [Instagram](#) [Twitter](#) [Youtube](#)



**Please Consider the environment before printing this e-mail**

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# Landshore Enterprises, LLC

*Soil Erosion Control & Shoreline Restoration Experts  
Shoreline stabilization/Environmental Engineering/Construction Management  
d/b/a Erosion Restoration, LLC*

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## **EROSION CONTROL ELEMENT MAINTENANCE PLAN** **CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT** **RESTORATION OF SHORELINE FOR LAKE – PHASE I**

### **Purpose**

To describe the maintenance plan for the erosion control element recently installed as part of the Restoration of Shoreline on the lake within the Cutler Cay Community Development District.

### **General-Erosion Control Element**

The erosion control element installed on the lake shorelines is Shoreflex®.

**Shoreflex®:** Shoreflex® is a permanent erosion prevention system that can be installed to shield channel side slopes and beds, pipe and culvert inlets/outlets, shoreline, and all most any place you may have hydraulic erosion protection needs. Shoreflex® is a high strength geogrid encapsulated in a matrix of 5,000 psi concrete blocks spaced 1.5" apart and attached to an erosion control blanket or high-performance turf reinforcement mat.

Source: [www.Shoreflex.com](http://www.Shoreflex.com)

### **After installation:**

1. To minimize exposure to unwanted maintenance and repair, Shoreflex® armored slopes should be free of unauthorized vehicular traffic.
2. Routine maintenance and slope inspections should be performed with rubber-tired vehicles. Tracked equipment such as skid steers, excavators, or dozers should only be allowed to traffic over the mattress in times of emergency after vegetation establishment is complete.
3. Failure to control unauthorized traffic can result in the mattress being damaged resulting in erosion below the Shoreflex® during storm events.
4. In addition, routine mowing maintenance should be used to keep the protected area free of unwanted brush, saplings, and trees.
5. Selective herbicides that target only the unwanted plants can be used as long as the vegetation established.
6. Failure to control the sapling and tree growth can result in the tree roots damaging the mattress.



# Landshore Enterprises, LLC

*Soil Erosion Control & Shoreline Restoration Experts*  
*Shoreline stabilization/Environmental Engineering/Construction Management*  
*d/b/a Erosion Restoration, LLC*

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## General-Sod

After the sod has been installed it is very important to keep it healthy. During the first few weeks, if possible, avoid heavy or concentrated use of the newly installed sod. This gives the roots an opportunity to firmly knit with the soil and ensures that the turf will remain smooth.

### Watering the sod:

1. Water the sod every day for 30-45 minutes per zone or as needed, for the first 3 to 4 weeks after installation. During the hotter or drier months, you might have to water twice a day.
2. Watering should be done as early in the morning as possible to take advantage of the daily start of the grass' normal growth cycle and to decrease the chance of fungus growth on your new lawn.
3. If temperature approaches 100F or high winds are consistent for more than half of the day, *light* sprinkling of the lawn is suggested.
4. Too much water can ruin sod just as fast as too little. If the lead blade is wilting the lawn needs more water, if the lawn is still damp at night it needs less. Footprints that still appear after a half-hour or more on the lawn are a sign that the sod is not getting enough water. On a well-watered lawn, footprints will completely disappear within minutes.
5. Make sure that water is getting to all areas of the new grass, as corners and edges are sometimes missed by the sprinkler system.

### Established Sod Shoreflex®:

1. Good sod cover will ensure maximum performance of the Mattress.
2. Sod cover should be given every opportunity to grow and establish well.
3. For the entire lifecycle of the mattress, every effort must be made to prevent unauthorized encroachments, grazing, vehicle traffic, the misuse of chemicals, or burning during inappropriate seasons.

### Implement best practices for mowing:

Note: Mowing should not be done until the sod has fully taken root. This can take anywhere from 2 to 6 weeks.

1. Minimum mowing heights will depend on the vegetation density and should be as follows:
  - a. 6" with 0 – 30% vegetation establishment
  - b. 4" with 30 – 70% vegetation establishment
  - c. 3" with 70 – 100% vegetation establishment
2. To prevent damage to the newly established vegetation, the mowing tractor should be fitted with 3-rib agriculture tires. Note that tractors with 8-foot flail mowers provide best results. Tractors with 15-foot brush hogs should avoid sharp turns up the slope to prevent damage to vegetation.
3. Mowing should not take place for a minimum of 48 hours after a rainfall event of 2 inches or more to minimize the potential for rutting and/or damage to the slope surface. Maintenance mowing of the slope should be done on a consistent basis to prevent vegetation growing unsightly. If turn-around pads are present, operate mowing equipment fully utilizing the turn-around pads.
4. Please refer to the drawing attached to this maintenance plan.



# *Landshore Enterprises, LLC*

*Soil Erosion Control & Shoreline Restoration Experts  
Shoreline stabilization/Environmental Engineering/Construction Management  
d/b/a Erosion Restoration, LLC*

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After the project is complete, it is the responsibility of the Owner to maintain and upkeep all Shoreflex® installed areas for long term performance and best results as described herein for superior slope protection.

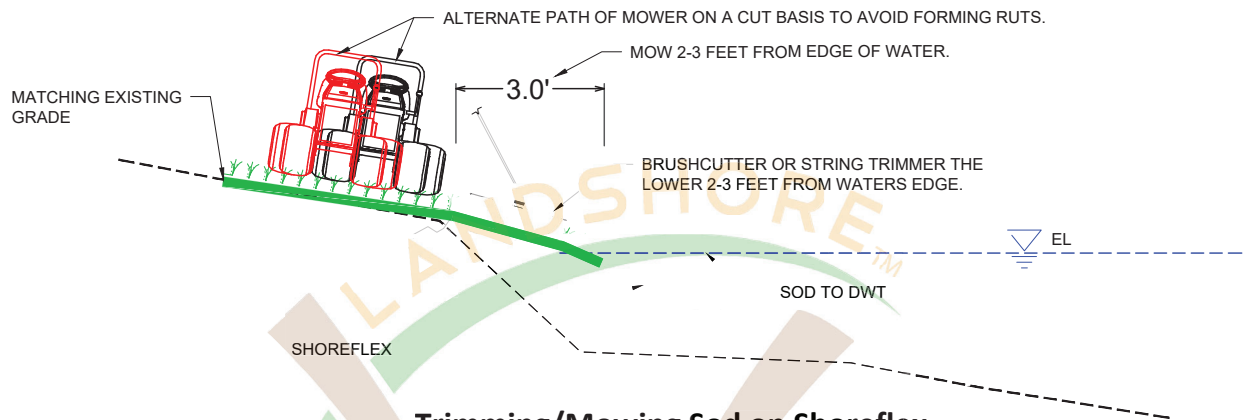
## **Overall**

### **Shoreflex®**

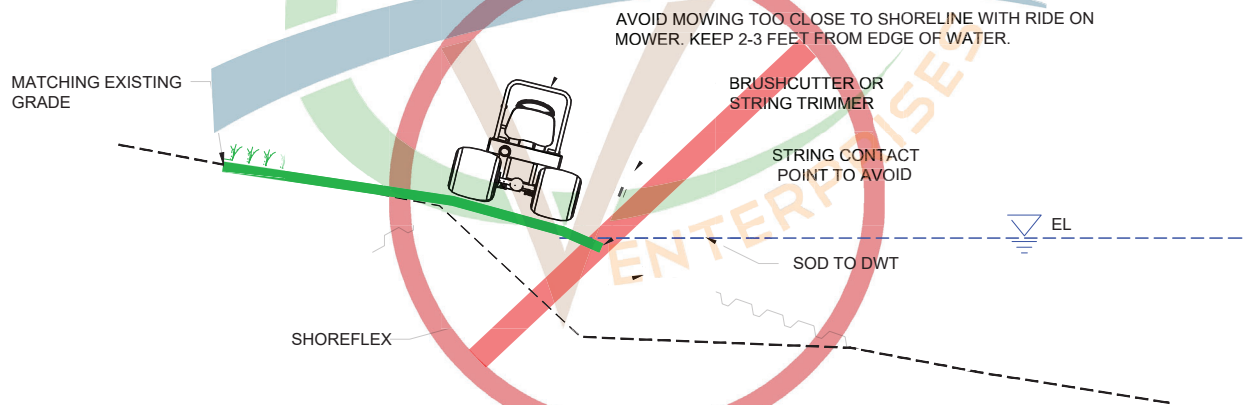
Maintaining the Shoreflex® will follow the above-mentioned guidelines in addition to the following special notes:

- 1) For Shoreflex®, where there might be any removal of the mattress or digging, it is recommended that the area be recovered with filter fabric and the concrete be properly re-secured.
  - a. This is a particular point for the lake, as this lake has several homes that have irrigation systems that pull from the lake. Those irrigation lines run through the Shoreflex® and in some cases over the top.





### Trimming/Mowing Sod on Shoreflex



© Erosion Restoration, LLC.

REVISIONS			 <p>Landshore Enterprises, LLC Environmental Engineering, Erosion Control &amp; Construction Management d/b/a Erosion Restoration, LLC "Your Shoreline Protection Specialists"</p>	PROJECT NO.		SHEET	OF
DATE	BY	DESCRIPTION		6555 N. Powerline Road, Ste. #302 Fort Lauderdale, FL 33309 Tel: 954-327-3300, Fax: 954-533-1556		1	1
				118 Shamrock Blvd. Vero Beach, FL 34923 Office: 941-563-5236 Fax: 941-218-6123 Web site: <a href="https://landshore.com">https://landshore.com</a> E-mail: <a href="mailto:info@landshore.com">info@landshore.com</a>		DRAWN BY:	DATE:
				Trimming Sod on Shoreflex		MR	10/31/2024
							SCALE:
							N.T.S

## MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
District Counsel

DATE: July 12, 2024

RE: 2024 Legislative Update

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

**1. Chapter 2024 – 136, Laws of Florida (HB 7013).** The legislation establishes a 12-year term limit for members of popularly elected bodies governing independent special districts, excluding terms starting before November 5, 2024, and excluding certain districts. Supervisors of Community Development Districts (CDDs) do not have term limits. The act provides that the boundaries of independent special districts may only be changed by general law or special act. The law revises criteria for declaring special districts inactive, to include those with no revenue, expenditures, or debt for five consecutive fiscal years, and extends the objection period for proposed inactive status declarations from 21 to 30 days. The law stipulates that a special district deemed inactive can only use funds to service outstanding debt and fulfill existing bond covenants and contractual obligations. Additionally, the law repeals section 163.3756, F.S., to align the regulations for Community Redevelopment Agencies (CRAs) with those applicable to other special districts. The bill repeals sections 165.0615 and 190.047, F.S., which allow independent special districts and CDDs, respectively, to convert to a municipality without legislative approval.

### **Performance Measures and Standards**

The legislation also mandates special districts to establish goals, objectives, performance measures, and standards for each program and activity they undertake by October 1, 2024, or the end of their first full fiscal year, and to report annually on their achievements and performance. Furthermore, by December 1 of each subsequent year, each district must produce an annual report detailing the goals and objectives it has accomplished, the performance measures and standards used for evaluation, and any goals or objectives that were not met. The annual report must be published on the District's website.

For independent special fire control districts, the bill requires reporting on volunteer firefighter training by October 1 annually.

The legislation reduces the maximum ad valorem millage rate for mosquito control districts from 10 mills to one mill, allowing an increase to two mills via referendum, and requires submission of work plans and budgets to receive state funds. Lastly, the law prohibits the creation of new Neighborhood Improvement Districts (NIDs) after July 1, 2024, and mandates a performance review of existing NIDs by September 30, 2025.

The effective date of this act is July 1, 2024.

**2. Chapter 2024 – 80, Laws of Florida (HB 433).** The legislation prohibits political subdivisions from establishing, mandating, or requiring employers, including those contracting with political subdivisions, to meet heat exposure requirements not mandated by state or federal law. The law clarifies that it does not limit the authority of political subdivisions to establish heat exposure requirements<sup>1</sup> for their direct employees. Effective September 30, 2026, the law amends Florida’s wage and employment benefits law, prohibiting political subdivisions from controlling or affecting wages or employment benefits provided by vendors, contractors, service providers, or other parties through purchasing or contracting procedures. In addition the law prohibits using wages or employment benefits as evaluation factors or awarding preferences based on them. The law removes the ability of local governments to require a minimum wage for certain employees under contract terms and states that these revisions do not impair contracts entered into before September 30, 2026. Lastly, this act prohibits local governments from adopting or enforcing regulations on employee scheduling, including predictive scheduling, by private employers except as expressly authorized or required by state or federal law, rule, regulation, or federal grant requirements. Except as otherwise provided, the effective date of this act is July 1, 2024.

**3. Chapter 2024 – 204, Laws of Florida (HB 149).** The legislation raises the maximum limit for continuing contracts under the Consultants' Competitive Negotiation Act (CCNA) from an estimated per-project construction cost of \$4 million to \$7.5 million, with an annual adjustment based on the Consumer Price Index (CPI). Starting July 1, 2025, and annually thereafter, the Department of Management Services (DMS) is mandated to adjust the maximum allowable amount for each project in a continuing contract according to the change in the June-to-June CPI for All Urban Consumers, as issued by the Bureau of Labor Statistics. DMS is required to publish the adjusted amount on its website. The effective date of this act is July 1, 2024.

**4. Chapter 2024 – 202, Laws of Florida (HB 59).** The legislation amends section 720.303, F.S., requiring Homeowner Associations (HOAs) to provide a physical or digital copy of the HOA’s rules and covenants to all members by October 1, 2024. This requirement extends to all new members upon joining and includes providing updated copies whenever amendments to the rules or covenants occur. HOAs are authorized to set standards for the distribution method and timing for these documents. The law also stipulates that HOAs maintain certain official records, such as the HOA’s declaration of covenants and any amendments, within the state for at least seven years. These records must be accessible to parcel owners for inspection or copying, either physically or electronically. The effective date of this act is July 1, 2024

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<sup>1</sup> A standard to control an employee’s exposure to heat or sun and mitigate its effects. This includes employee monitoring, water consumption, cooling measures, acclimation periods, informational notices, heat exposure programs, first-aid measures, protections for reporting heat exposure, and related reporting and recordkeeping.

**5. Chapter 2024 – 221, Laws of Florida (HB 1203).** The legislation establishes educational requirements for community association managers (CAMs) and HOA directors. By January 1, 2025, HOAs with 100 or more parcels must post certain official records on their website or application. It allows parcel owners to request a detailed accounting of any amounts owed to the HOA, and if not provided, the board forfeits any outstanding fine under specific conditions. The bill prohibits HOAs and their committees from imposing requirements on the interior of structures not visible from the frontage, adjacent property, common areas, or golf courses. The law also forbids the need for HOA or committee approval for central air-conditioning, heating, or ventilating systems if not visible from the frontage, adjacent property, common area, or golf course, and if they are similar to approved systems. Criminal penalties are introduced for HOA officers, directors, or managers accepting kickbacks. Additionally, HOAs cannot prevent homeowners from installing vegetable gardens and clotheslines in non-visible areas, and certain HOA election voting activities are classified as a first-degree misdemeanor. The effective date of this act is July 1, 2024.

**6. Chapter 2024 – 44, Laws of Florida (HB 621).** The legislation establishes section 82.036, F.S., creating a process for removing unauthorized persons (squatters) from residential property. Property owners or their authorized agents can file a verified complaint with the county sheriff, who, upon verifying the complainant's identity and ownership, must serve notice to the occupants to vacate immediately. The law grants immunity to the sheriff and property owner for any property loss or damage unless the removal is wrongful. It also establishes a civil cause of action for wrongful removal, allowing the wrongfully removed party to seek damages, court costs, and attorney fees. The effective date of this act is July 1, 2024.

**7. Chapter 2024 – 147, Laws of Florida (SB 7020).** The legislation amends section 1.01, F.S., the statute defining “registered mail,” to broaden the range of acceptable delivery services for meeting statutory registered mail requirements in the state. The new definition of “registered mail” now explicitly includes any delivery service by the U.S. Postal Service or a private delivery service that provides proof of mailing or shipping and proof of delivery, confirmed by a receipt signed by the addressee or a responsible person at the delivery address. Additionally, “return receipt requested” is defined to encompass delivery confirmation services by the U.S. Postal Service or private delivery services that offer similar proof of delivery. These amendments are remedial in nature and apply retroactively. The effective date of this act is May 6, 2024.

**8. Chapter 2024 – 263, Laws of Florida (HB 321).** This legislation specifies that any individual who intentionally releases, organizes the release of, or causes the release of balloons inflated with lighter-than-air gas commits an act of littering and is subject to corresponding penalties<sup>2</sup>. However, children aged six or younger who engage in such activities are exempt from noncriminal littering infractions and associated penalties. The bill removes the exemption for balloons deemed biodegradable or photodegradable by Florida Fish and Wildlife Conservation rules. It also eliminates the provision allowing citizens to petition a circuit court to prevent the release of ten or more balloons. Additionally, the bill revises definitions in section 403.413, F.S., the Florida Litter Law, to include:

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<sup>2</sup> The penalty for littering generally corresponds to the amount of litter discarded. ≤ 15 pounds or ≤ 27 cubic feet = Noncriminal infraction, punishable by a civil penalty of \$150. > 15 pounds but ≤ 500 pounds or > 27 cubic feet but ≤ 100 cubic feet = First-degree misdemeanor, punishable by up to one year in jail and a \$1,000 fine. > 500 pounds or > 100 cubic feet = Third-degree felony, punishable by up to five years’ imprisonment and a \$5,000 fine. It is the duty of all law enforcement officers to enforce Florida’s Litter Law.

- “Dump,” specifying that it encompasses the intentional release, organization of the release, or causation of the release of balloons.
- “Litter,” explicitly adding balloons to the definition.

The effective date of this act is July 1, 2024.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.

## MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
District Counsel

DATE: August 9, 2024

RE: 2024 Legislative Update – Supplemental Information

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As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. Below is a summary of an additional law that was not included in the 2024 Legislative Update.

**Chapter 2024 – 184, Laws of Florida (HB 7063).** The legislation, among other things, amends section 787.06, F.S., to require nongovernmental entities, when a contract is executed, renewed, or extended, with a governmental entity, to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services. Special districts, including community development districts, are defined as governmental entities under this statute. The effective date of this act is July 1, 2024.

For convenience, we have included a copy of the legislation referenced in this memorandum. In addition, attached is a form of the affidavit that nongovernmental entities will need to execute when entering, renewing, or extending a contract with a community development district or special district. We request that you include this supplemental memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel.

Enclosures (2)

## **AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with \_\_\_\_\_ Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, it will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.

3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: \_\_\_\_\_

NAME: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

SWORN TO (or affirmed) and subscribed before me by means of [\_\_\_\_] physical presence or [\_\_\_\_] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ for \_\_\_\_\_ (name of Nongovernmental Entity).

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_ Personally Known OR  
\_\_\_\_ Produced Identification

\_\_\_\_\_  
Type of Identification Produced