

# CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT

## **MIAMI-DADE COUNTY**

REGULAR BOARD MEETING MAY 12, 2025 4:00 p.m.

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

### www.cutlercaycdd.org

786.347.2711 Telephone 877.SDS.4922 Toll Free 561.630.4923 Facsimile

# AGENDA CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT

Cutler Cay Community Clubhouse 7755 SW 192<sup>nd</sup> Street Cutler Bay, FL 33157

### REGULAR BOARD MEETING

May 12, 2025 4:00 p.m.

A.	Call to Order
B.	Proof of Publication
C.	Establish Quorum
D.	Additions or Deletions to Agenda
E.	Comments from the Public
F.	Approval of Minutes
	1. April 14, 2025 Regular Board Meeting Minutes
G.	New Business
	1. Lake Bank Shoreline
	a. District Engineer Presentation
	b. Consider Approval of Landshore Proposal to address the Lake Bank Erosion at Three (3) Reported Areas Providing Application Options
	2. Consider Approval of Proposal to Survey the Retention Walls located at Tracts A, G, P & UPage 27
	3. Consider Approval of Proposal for the Aluminum Fence Installation
Н.	Old Business
	1. Engineer Report/Updates
	a. Phase II Storm Drainage Project
	<ul> <li>b. CCTV Report &amp; Recommendations for the Structures, French Drains and Connecting Pipelines Near 18854 SW 76th Court</li> </ul>
	<ul> <li>Findings Regarding Complaint made by Mr. Miller's Driveway Grate Cover at 7745 SW 193<sup>rd</sup> Lane</li> </ul>
	d. Pavement Repairs in front of 18871 SW 77 Court
	2. Management Report/Updates
	a. Stormwater Management System DERM Class V Permit Status
	b. Raptor Vac Stormwater Management System Cleaning
	c. Traffic Enforcement Services
	<ul> <li>3. Supervisor Dr. Penn William's Request to bring back Discussions Regarding:</li> <li>Revisit next year's budget</li> <li>Next year's meeting calendar – dates and times</li> </ul>
I.	Administrative Matters
	1. Financial UpdatePage 56
J.	Board Member and/or Staff Comments/Requests
K.	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 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 Mlami 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

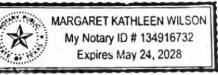
Affiant further says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

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

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

Margaret K. Wilson



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

### CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING APRIL 14, 2025

### A. CALL TO ORDER

Mrs. Perez called to order the April 14, 2025, Regular Board Meeting of the Cutler Cay Community Development District (the "District") at 4:01 p.m. in the Cutler Cay Community Clubhouse located at 7755 SW 192<sup>nd</sup> Street, Cutler Bay, Florida 33157.

### B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Herald* on November 1, 2024, as part of the District's Fiscal Year 2024/2025 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 Omar Fonte, Vice Chairman Dr. Alexandra Penn Williams and Supervisors Aileen Milian and Albert Collazo were in attendance.

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

Also present were several members of the public and Miguel Reto of Landshore Enterprises.

### 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. March 10, 2025, Regular Board Meeting & Workshop

A **MOTION** was made by Supervisor Collazo, seconded by Supervisor Milian and passed unanimously approving the minutes of the March 10, 2025, Regular Board Meeting & Workshop, as presented.

### G. NEW BUSINESS

1. Consider SAE Proposal for Lake Signage Readjustment for Lower Height

The Board tabled this item. No further action will be taken regarding this matter.

### 2. Consider Proposal for Road Striping of Entrances/Exits

Mrs. Perez advised that this action had previously been approved by the Board and the agreement was drawn up for the agreed proposer but had not been executed by an authorized signer. Therefore, the agreement was not finalized.

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Dr. Penn Williams and passed unanimously approving Southern Asphalt Engineering proposal in the amount of \$8,216.50 for the Road striping of the north and South Access Area Entrance/exits Small Project; and simultaneously directing District Counsel to prepare an electronic approval agreement and further authorizing District management to execute same on behalf of the District.

# 3. Consider Landshore Proposal Regarding Lake Bank Erosion Behind Properties Located at 7786 & 7794 SW 188<sup>th</sup> Terrace

Mr. Reto presented three proposals via handout to perform correction work in three areas, inclusive of three proposed types of methods:

- 1. Shoreflex (concrete block mat), as designed by us in the erosion and sedimentation control plan.
- 2. Rock riprap
- 3. Combination of EFT (tubes) and rock riprap.

In addition to typical sections showing the proposed type of work so that it is easier to visualize what they are proposing as well as image examples, due to the volatility of the market, they would be able to hold the prices for only a limited time (10 days from the day of the proposal).

At the Board's request, the following Estimate was presented by Landshore Enterprises; Estimate 4299 - providing the 3 Options for the methods of repairs to approximate 200 lf. of the shoreline embankment located behind properties located at 7786 & 7794 SW 188 Terrace.

Estimate 4300 - being presented at the recommendation of Landshore Enterprises as it is, in their opinion, the most critical area, providing 3 Options for the methods of repairs to approximately 385 lf. of the shoreline embankment located behind properties between lots 7746 to 18862.

Estimate 4301 - This area was added due to the recent observation made by the Field Operations Manager and being that it is in a common area that is prone to more traffic. Providing 3 Options using different methods of repairs to approximately 80 lf. of the shoreline embankment located in the common area located north of the lake fountain.

*The Landshore Estimates and provided backup are attached hereto.* 

A lengthy discussion ensued, and the Board asked Mr. Reto to bring to the next meeting the pricing to include all three areas in one proposal which will lower the mobilization cost to the District. The District Engineer was directed to provide an additional quote from a different contractor which will also be presented at the next meeting.

This agenda item was tabled until the next scheduled meeting.

### 4. Consider Proposal to Survey Retention Walls Located at Tracts A, G, P & U

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Dr. Penn Williams and passed unanimously approving the Delta Mapping and Surveying proposal dated March 11, 2025, in the amount of \$4,200 for the survey of the retention was locations at Tracts A, G, P & U, as presented.

### 5. Consider Updated Suarez & Fence Corp Proposal for Fence Installation

Mrs. Perez explained that during the meeting held on March 10, 2025, the Board approved the Suarez & Fence Corp proposal dated February 3, 2025, in the amount of \$11,160 for an aluminum fence installation on the north side of the southern entrance water feature with a finish bronze. Since then, the District has been advised by the Suarez & Fence Corp representative that the aluminum pricing had increased substantially, and they would not be able to honor the initially proposed pricing. A new proposal was presented in the meeting materials in the amount of \$13,660, an increase of \$2,500. Mrs. Perez noted that aluminum cost increases were confirmed online. A discussion ensued and District management was directed to gather additional pricing, inclusive of a proposal from Artemisa Fence that was recommended by a member of the public, to be presented at the next meeting.

# 6. Consider Resolution No. 2025-04 – Adopting a Proposed Budget for Fiscal Year 2025/2026

Mrs. Perez presented Resolution No. 2025-04, entitled:

### **RESOLUTION NO. 2025-04**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING AN EFFECTIVE DATE.

Mrs. Perez noted that changes could be made as needed. The Debt Service Assessment is at the maximum rate of Series 2021. The Administrative Budget is higher than last year, Legal & Legal Advertising has been increased. The maintenance budget has increased substantially due to various projects and new requirements. Budget amounts allocated per the recommendation of the District Engineer have been included. We have lowered certain budget line items to offset the increases to the stormwater management system, roads and retention wall, etc. No carryover balance has been applied to the presented budget.

Estimated available funds at September 30, 2025, are anticipated to be approximately \$700,000, should no unforeseen expenses occur. This is in addition to:

Roadway Reserve Funds (\$241,000)

Pipe Repair Project Reserve Funds (\$208,000)

Stormwater Drainage Reserve Funds (\$98,000)

Lake Bank Erosion Reserve Funds (\$24,811) NKA Shoreline Restoration & Improvements Project Project Loan Funds (\$140,425)

The presented Proposed Budget provides for an increase in the amount of \$474.60. Because the presented budget overall assessment for 2025/2026 is higher than the 2024/2025 assessment, letters to residents would be required.

A **MOTION** was made by Supervisor Collazo, seconded by Supervisor Dr. Penn Williams adopting Resolution No. 2025-04, amending the budget and providing for a reduction of \$100,000 as indicated from the Contingency Funds and approving a Proposed Budget for Fiscal Year 2025/2026 and Setting the Public Hearing for finalization for <u>June 16, 2025</u>, at \_\_\_\_\_: p.m. at the Cutler Cay Community

Clubhouse located at 7755 SW 192nd Street, Cutler Bay, Florida 33157; and further authorizing the required advertisements and letters to homeowners, if applicable. *This MOTION failed 2 to 2 with Supervisors Fonte and Milian dissenting*.

A **MOTION** was made by Supervisor Fonte adopting Resolution No. 2025-04, as presented, approving a Proposed Budget for Fiscal Year 2025/2026 and Setting the Public Hearing for finalization for <u>June 16, 2025</u>, at <u>p.m.</u> at the Cutler Cay Community Clubhouse located at 7755 SW 192nd Street, Cutler Bay, Florida 33157; and further authorizing the required advertisements and letters to homeowners if applicable. *This MOTION failed due to the lack of a second*.

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Fonte adopting Resolution No. 2025-04, as presented, approving a Proposed Budget for Fiscal Year 2025/2026 and Setting the Public Hearing for finalization for June 16, 2025, at 4:00 p.m. at the Cutler Cay Community Clubhouse located at 7755 SW 192nd Street, Cutler Bay, Florida 33157; and further authorizing the required advertisements and letters to homeowners if applicable. *This MOTION failed 2 to 2, with Supervisors Collazo and Dr. Penn Williams dissenting.* 

A **MOTION** was made by Supervisor Dr. Penn Williams, adopting Resolution No. 2025-04, amended to reflect a reduction of \$100,000 from the Contingency Funds and approving a Proposed Budget for Fiscal Year 2025/2026 and Setting the Public Hearing for finalization for <u>June 16, 2025</u>, at <u>5:30 p.m.</u> at the Cutler Cay Community Clubhouse located at 7755 SW 192nd Street, Cutler Bay, Florida 33157; and further authorizing the required advertisements and letters to homeowners if applicable. *This MOTION failed due to the lack of a second*.

A discussion ensued noting that the upcoming motion would be made to hold a meeting with the regular starting time of 4:00 p.m. and for the public hearing to start at 5:00 p.m.

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Collazo adopting Resolution No. 2025-04, as presented, approving a Proposed Budget for Fiscal Year 2025/2026 and Setting the Public Hearing for finalization for <u>June 16, 2025, at 5:00 p.m.</u> at the Cutler Cay Community Clubhouse located at 7755 SW 192nd Street, Cutler Bay, Florida 33157; and further authorizing the required advertisements and letters to homeowners if applicable. This **MOTION** carried 3 to 1, with Dr. Penn Williams dissenting.

Supervisor Dr. Penn Williams stepped away for a few moments and returned promptly.

### a. District Engineer Cost and Breakdown

The District Engineer's cost and breakdown was provided in the meeting materials.

### b. FY 2025/2026 Proposed Budget Summary of Expenses

The updated Fiscal Year 2025/2026 Proposed Budget Summary of Expenses was provided in the meeting materials.

### H. OLD BUSINESS

- 1. Engineer Updates
  - a. Phase II Storm Drainage Project

Mr. Camacho provided an update and noted the permit was pending approval, awaiting the completion of necessary HOA Clubhouse system repairs to proceed with the issuance of the necessary permits. Mrs. Perez noted that Ms. Gavilan had advised that the HOA had approved the necessary work to be conducted.

# b. Findings Regarding Mr. Miller's Driveway Grate Cover at $7745~\mathrm{SW}~193^{rd}$ Lane Complaint

The District's engineers were instructed to confirm the elevations.

### c. Pavement Repairs in Front of 18871 SW 77th Court

Mr. Camacho advised that the he would request that Headly Construct make further corrections.

# d. Improper Placement of Fill During Fence Installation on Lake Bank behind 19049 SW $80^{\rm th}$ Court

On April 9, 2025, Mr. Camacho emailed the HOA and the District advising, based on Ronald's recent field photos taken on April 2, 2025, it appeared that the homeowner had cleaned and sodded the area along the newly installed fence. With the exception of a few patchy sections along the slope, the overall condition of the slope looked good, and the newly installed sod was beginning to establish.

To ensure continued growth, the homeowner should maintain regular watering of the slope where the new sod has been placed.

### 2. Management Report/Updates

### a. Stormwater Management System DERM Class V Permit Status

Mr. Romero of Raptor Vac Systems advised that the DERM Class V Permit was currently in the approval process.

### b. Raptor Vac Stormwater Management System Cleaning

This work will be scheduled to commence as soon as the permit has been issued.

### c. Raptor Vac CCTV Services for Structures, French Drains and Connecting Pipelines Near 18854 SW 76<sup>th</sup> Court

This work was recently conducted and the findings were being forwarded to the District Engineer for review and recommendations.

### d. Traffic Enforcement Services

Mrs. Perez advised that between February 28th and March 31st, Off-Duty Traffic Enforcement Police Services were provided on the dates and times requested. According to the Logs (filled out by the Police Officers), One Hundred and Three (103) Traffic Stops were made, and Sixty-Nine (69) Traffic Citations were issued. Logs have been updated to the Server, and it will be done monthly, keeping these numbers updated.

Regarding the specific information on the citations issued, according to Officer Loany Aguirregaviria of the Miami-Dade County Sheriff's Office (Off-Duty Services Coordinator for Cutler Bay), the Officers

will not provide us with details of specific citations issued. All the citations issued in Miami-Dade County can be seen online, but it requires the traffic citation number and specific personal information about the drivers or vehicles involved; for this reason, we have not been able to access the specific citations issued. As a courtesy, they will keep providing us with numbers, but not with specific details. However, according to her, most of these traffic citations were for speeding and running stop signs.

### I. ADMINISTRATIVE MATTERS

### 1. Financial Update

Mrs. Perez presented the financial statement through March 31, 2025, and indicated that available funds were \$1,267,011.29.

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

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

There were no further comments.

### K. ADJOURNMENT

There being	g no further	business to c	ome before t	he Board,	a <b>MOTIO</b> I	N was mad	de by Sup	ervisor l	Fonte,
seconded by	y Superviso	r Milian and	passed unan	imously a	djourning th	ne meeting	g at 5:41 j	o.m.	

ATTESTED BY:	
Secretary/Assistant Secretary	Chairman/Vice Chair



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

**ESTIMATE:** 

Date:

#4299

4/11/2025

**Cutler Cay Community Development District** 

c/o: Special District Services, Inc.

Attn: Ms. Gloria Perez, District Manager

2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410

via email: gperez@sdsinc.org

**Project:** 

**LOT 7786 TO LOT 7794** 

Shoreline Repair of Approximately 200 Linear Feet of Embankment

PROPOSED JOB SCOPE

**OPTION NUMBER 1: SHOREFLEX:** Landshore® will install shoreflex according to the erosion and sedimentation control plan prepared for Cutler Cay CDD.

Includes: materials (including sod), equipment, labor

TOTAL JOB COST \$41,589.00

OPTION NUMBER 2: ROCK RIPRAP: Landshore® will install rock riprap.

Includes: materials (including sod), equipment, labor

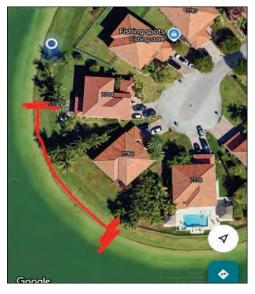
TOTAL JOB COST \$46,365.93

**OPTION NUMBER 3: ECO-FILTER TUBES AND ROCK RIPRAP:** Landshore® will install a 10' circumference base tube and a 7.5' circumference sacrificial tube. Rock riprap will be installed in front and on top of the base tube.

Includes: materials (including sod), equipment, labor

TOTAL JOB COST \$36,348.00

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





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

### **PAYMENT SCHEDULE**

Landshore® Enterprises' payment policy is as follows:

20% Mobilization Date

70% Monthy, based on percentage of completion

10% Completion of project

\*\*Terms: Net 15\*\*

\*\*Interest will be charged at 1.5% per month on past due invoices\*\*

### **SPECIAL CONDITIONS**

- 1. Landshore® is not responsible for damage to utilities outside of easement along shoreline if as-built drawings or locations are not provided by the Client.
- 2. Landshore® reserves the right to change this estimate unless an agreement is reached within 10 days of the original estimate date.
- 3. Landshore® is not responsible for removing or installing any electric work or cables.
- 4. At this time, staging areas and site access has not been defined by Client. Therefore, any damages caused to access (curbing, sidewalk, road, etc.) are not included in this estimate.
- 5. Existing Conditions-All dimensions for existing conditions are to be verified in the field by Landshore<sup>®</sup>. Landshore<sup>®</sup> will notify the Owner of deviations from the scope of work prior to the installation. Any discrepancies in dimensions or special modifications required due to field conditions shall be reported in writing to the Owner for clarification, approval, or modification prior to the commencement of work involved.
- 6. Landshore® is not responsible for any damages to the work by any natural disaster.
- 7. Following sod installation, any sod activities, such as watering, is to be administered by Owner(s).
- 8. All information provided by Landshore® is to be shared only with the Owner(s) and those with authority to make decisions on behalf of the Owner(s). This information is by no means to be shared to solicit competing entities.
- 9. The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines. Unless specifically hired to obtain all necessary permits Landshore® will not be liable for any construction or design issues, violations, fines or claims received due to nonconformance and noncompliance to standards or absence of permits (submittal of permit application does not guarantee the approval, additional services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).

1 1 1 7	described above, based on our evaluation. It labor and materials which may be required should problems arise.
Client's Representative Signature	Date
Landshore Enterprises Representative Signature	Date



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

**ESTIMATE:** 

Date:

#4300

4/11/2025

**Cutler Cay Community Development District** 

c/o: Special District Services, Inc.

Attn: Ms. Gloria Perez, District Manager

2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410

via email: gperez@sdsinc.org

**Project:** 

LOT 7746 TO LOT 18862

Shoreline Repair of Approximately 385 Linear Feet of Embankment

### PROPOSED JOB SCOPE

**OPTION NUMBER 1: SHOREFLEX:** Landshore® will install shoreflex according to the erosion and sedimentation control plan prepared for Cutler Cay CDD.

Includes: materials (including sod), equipment, labor

TOTAL JOB COST \$80,059.00

OPTION NUMBER 2: ROCK RIPRAP: Landshore® will install rock riprap.

Includes: materials (including sod), equipment, labor

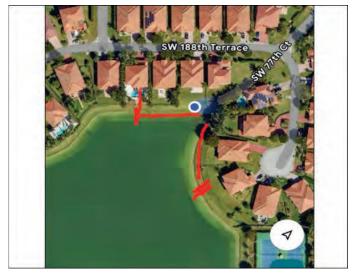
TOTAL JOB COST \$89,254.00

**OPTION NUMBER 3: ECO-FILTER TUBES AND ROCK RIPRAP:** Landshore® will install a 10' circumference base tube and a 7.5' circumference sacrificial tube. Rock riprap will be installed in front and on top of the base tube.

Includes: materials (including sod), equipment, labor

TOTAL JOB COST \$69,969.00

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





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

### **PAYMENT SCHEDULE**

Landshore® Enterprises' payment policy is as follows:

20% Mobilization Date

70% Monthy, based on percentage of completion

10% Completion of project

\*\*Terms: Net 15\*\*

\*\*Interest will be charged at 1.5% per month on past due invoices\*\*

### **SPECIAL CONDITIONS**

- 1. Landshore® is not responsible for damage to utilities outside of easement along shoreline if as-built drawings or locations are not provided by the Client.
- 2. Landshore® reserves the right to change this estimate unless an agreement is reached within 10 days of the original estimate date.
- 3. Landshore® is not responsible for removing or installing any electric work or cables.
- 4. At this time, staging areas and site access has not been defined by Client. Therefore, any damages caused to access (curbing, sidewalk, road, etc.) are not included in this estimate.
- 5. Existing Conditions-All dimensions for existing conditions are to be verified in the field by Landshore®. Landshore® will notify the Owner of deviations from the scope of work prior to the installation. Any discrepancies in dimensions or special modifications required due to field conditions shall be reported in writing to the Owner for clarification, approval, or modification prior to the commencement of work involved.
- 6. Landshore® is not responsible for any damages to the work by any natural disaster.
- 7. Following sod installation, any sod activities, such as watering, is to be administered by Owner(s).
- 8. All information provided by Landshore® is to be shared only with the Owner(s) and those with authority to make decisions on behalf of the Owner(s). This information is by no means to be shared to solicit competing entities.
- 9. The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines. Unless specifically hired to obtain all necessary permits Landshore® will not be liable for any construction or design issues, violations, fines or claims received due to nonconformance and noncompliance to standards or absence of permits (submittal of permit application does not guarantee the approval, additional services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).

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



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

**ESTIMATE:** 

Date:

#4301

4/11/2025

**Cutler Cay Community Development District** 

c/o: Special District Services, Inc.

Attn: Ms. Gloria Perez, District Manager

2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410

via email: gperez@sdsinc.org

COMMON AREA

**Project:** 

**Shoreline Repair of Approximately 80 Linear Feet of Embankment** 

### PROPOSED JOB SCOPE

**OPTION NUMBER 1: SHOREFLEX:** Landshore® will install shoreflex according to the erosion and sedimentation control plan prepared for Cutler Cay CDD.

Includes: materials (including sod), equipment, labor

TOTAL JOB COST \$16,635.00

OPTION NUMBER 2: ROCK RIPRAP: Landshore® will install rock riprap.

Includes: materials (including sod), equipment, labor

TOTAL JOB COST \$18,546.00

**OPTION NUMBER 3: ECO-FILTER TUBES AND ROCK RIPRAP:** Landshore® will install a 10' circumference base tube and a 7.5' circumference sacrificial tube. Rock riprap will be installed in front and on top of the base tube.

Includes: materials (including sod), equipment, labor

TOTAL JOB COST \$14,539.00

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





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

### **PAYMENT SCHEDULE**

Landshore® Enterprises' payment policy is as follows:

20% Mobilization Date

70% Monthy, based on percentage of completion

10% Completion of project

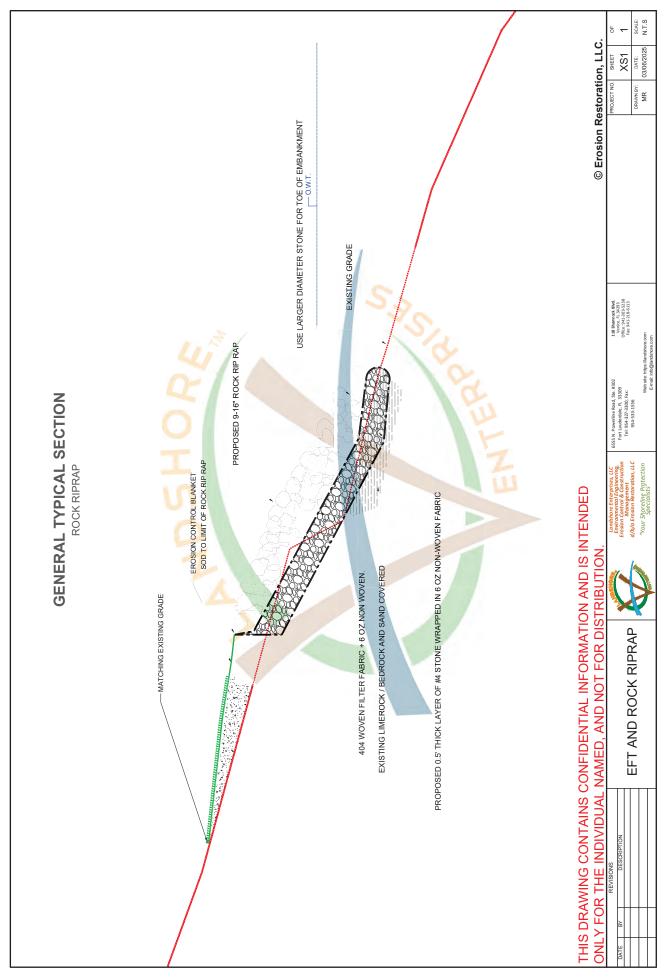
\*\*Terms: Net 15\*\*

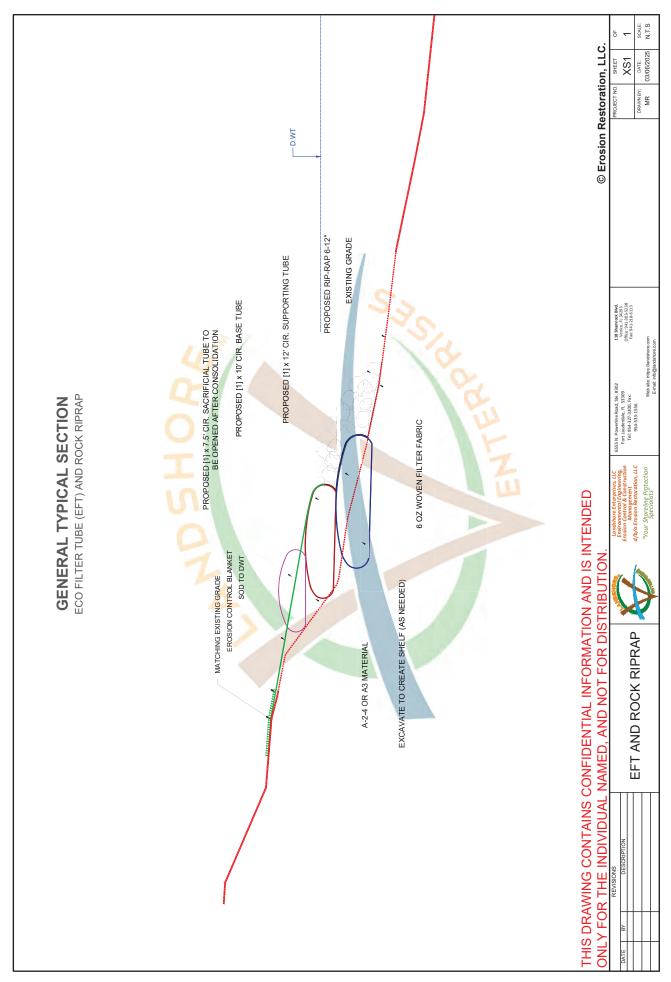
\*\*Interest will be charged at 1.5% per month on past due invoices\*\*

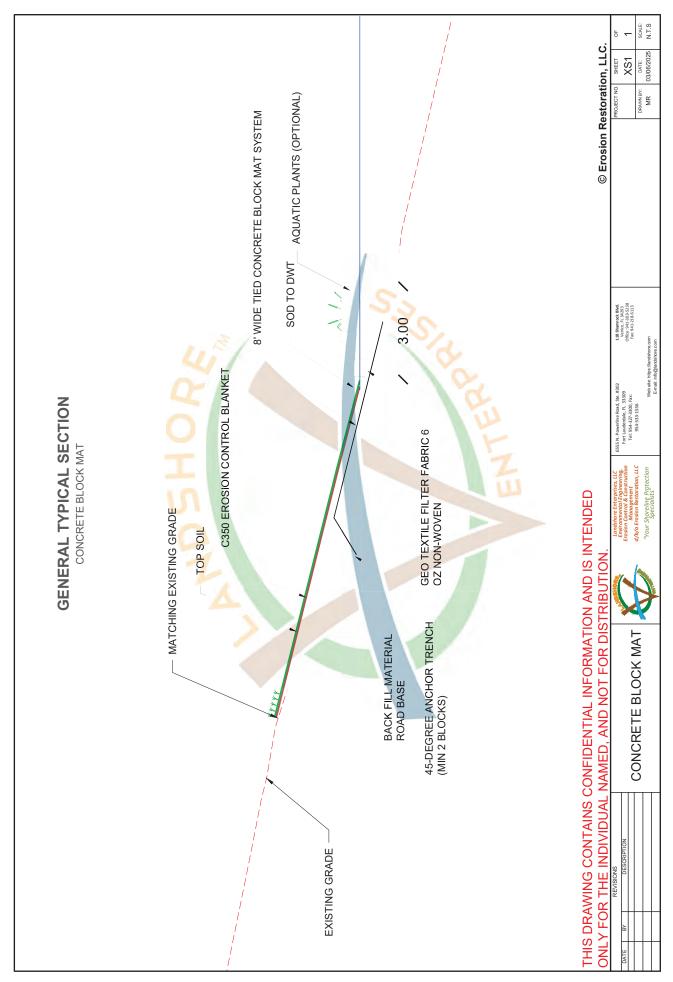
### **SPECIAL CONDITIONS**

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- 6. Landshore® is not responsible for any damages to the work by any natural disaster.
- 7. Following sod installation, any sod activities, such as watering, is to be administered by Owner(s).
- 8. All information provided by Landshore® is to be shared only with the Owner(s) and those with authority to make decisions on behalf of the Owner(s). This information is by no means to be shared to solicit competing entities.
- 9. The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines. Unless specifically hired to obtain all necessary permits Landshore® will not be liable for any construction or design issues, violations, fines or claims received due to nonconformance and noncompliance to standards or absence of permits (submittal of permit application does not guarantee the approval, additional services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).

	escribed above, based on our evaluation. It or and materials which may be required should problems arise.
Client's Representative Signature	Date
Landshore Enterprises Representative Signature	Date







From: Miguel Reto <miguel@landshore.com>

**Sent:** Tuesday, April 29, 2025 4:46 PM **To:** Gloria Perez <gperez@sdsinc.org>

Cc: Ronald Galvis <rGalvis@sdsinc.org>; Landshore Enterprises, LLC <info@landshore.com>

**Subject:** Cutler Cay - Phase 2 sections

Hello Gloria,

Please Find attached our estimates for the three sections grouped and under the consideration that there would be one mobilization.

We are willing to hold these prices for 90 days and we have availability opening in 60-90 days from today.

Thank you and please let me know if you have any questions,

Regards,
Miguel Reto
Project Engineer/Estimator
Fort Lauderdale



6555 Powerline Rd., Ste. #302 Fort Lauderdale, FL 33309

O. 954-327-3300 F. 954-533-1556

118 Shamrock Blvd. Venice, FL 34293

O. 941-303-5238F. 941-218-6113

www.landshore.com

Like us on Facebook! Connect on LinkedIn. Visit our newly redesigned website!

\*\*Please consider the environment before printing this email\*\*

CONFIDENTIALITY NOTICE: This email communication may contain private, confidential, or legally privileged information intended for the sole use of the designated and/or duly authorized recipient(s). If you are not the intended recipient or have received this email in error, please notify the sender immediately by email and permanently delete all copies of this email including all attachments without reading them. If you are the intended recipient, secure the contents in a manner that conforms to all applicable state and/or federal requirements related to privacy and confidentiality of such information.



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

**Cutler Cay Community Development District** 

c/o: Special District Services, Inc.

Attn: Ms. Gloria Perez, District Manager

2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410

via email: gperez@sdsinc.org

ESTIMATE:

#4305

Date:

4/29/2025

### **Project:**

### **ROCK RIPRAP INSTALLATION**

### Shoreline Repair of Approximately 665 Linear Feet of Embankment

### PROPOSED JOB SCOPE

SITE NUMBER 1: COMMON AREA: Landshore® will install rock riprap in approximately 80 linear feet. This includes materials (including sod), equipment, and labor.

SITE NUMBER 2: LOT 7746 TO LOT 18862: Landshore® will install rock riprap in approximately 385 linear feet. This includes materials (including sod), equipment, and labor.

SITE NUMBER 3: LOT 7786 TO LOT 7794: Landshore® will install rock riprap in approximately 200 linear feet. This includes materials (including sod), equipment, and labor.

Includes: materials (including sod), equipment, labor

TOTAL JOB COST \$141,832.66

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



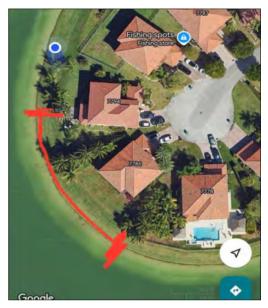
**COMMON AREA** 



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



**LOT 7746 TO LOT 18862** 



**LOT 7786 TO LOT 7794** 

### **PAYMENT SCHEDULE**

Landshore® Enterprises' payment policy is as follows:

20% Mobilization Date\$28,366.5370% Monthy, based on percentage of completion\$99,282.8610% Completion of project\$14,183.27

\*\*Terms: Net 15\*\*

\*\*Interest will be charged at 1.5% per month on past due invoices\*\*



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

### **SPECIAL CONDITIONS**

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- 6. Landshore® is not responsible for any damages to the work by any natural disaster.
- 7. Following sod installation, any sod activities, such as watering, is to be administered by Owner(s).
- 8. All information provided by Landshore® is to be shared only with the Owner(s) and those with authority to make decisions on behalf of the Owner(s). This information is by no means to be shared to solicit competing entities.
- 9. The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines. Unless specifically hired to obtain all necessary permits Landshore® will not be liable for any construction or design issues, violations, fines or claims received due to nonconformance and noncompliance to standards or absence of permits (submittal of permit application does not guarantee the approval, additional services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).

1 1 1 9 7	b described above, based on our evaluation. It labor and materials which may be required should problems arise.
Client's Representative Signature	Date
Landshore Enterprises Representative Signature	Date



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

**ESTIMATE:** 

Date:

#4304

4/29/2025

**Cutler Cay Community Development District** 

c/o: Special District Services, Inc.

Attn: Ms. Gloria Perez, District Manager

2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410

via email: gperez@sdsinc.org

**Project:** 

SHOREFLEX INSTALLATION

Shoreline Repair of Approximately 665 Linear Feet of Embankment

### PROPOSED JOB SCOPE

SITE NUMBER 1: COMMON AREA: Landshore® will install shoreflex according to the erosion and sedimentation control plan prepared for Cutler Cay CDD. Approximately 80 linear feet.

SITE NUMBER 2: LOT 7746 TO LOT 18862: Landshore® will install shoreflex according to the erosion and sedimentation control plan prepared for Cutler Cay CDD. Approximately 385 linear feet.

SITE NUMBER 3: LOT 7786 TO LOT 7794: Landshore® will install shoreflex according to the erosion and sedimentation control plan prepared for Cutler Cay CDD. Approximately 200 linear feet.

Includes: materials (including sod), equipment, labor

TOTAL JOB COST \$127,220.36

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



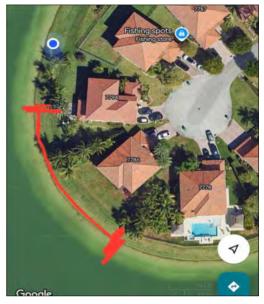
**COMMON AREA** 



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



**LOT 7746 TO LOT 18862** 



**LOT 7786 TO LOT 7794** 

### **PAYMENT SCHEDULE**

Landshore® Enterprises' payment policy is as follows:

20% Mobilization Date\$25,444.0770% Monthy, based on percentage of completion\$89,054.2510% Completion of project\$12,722.04

\*\*Terms: Net 15\*\*

\*\*Interest will be charged at 1.5% per month on past due invoices\*\*



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

### **SPECIAL CONDITIONS**

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	o described above, based on our evaluation. It labor and materials which may be required should problems arise.
Client's Representative Signature	Date
Landshore Enterprises Representative Signature	



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

**Cutler Cay Community Development District** 

c/o: Special District Services, Inc.

Attn: Ms. Gloria Perez, District Manager

2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410

via email: gperez@sdsinc.org

**ESTIMATE:** 

Date:

4/29/2025

#4306

**Project:** 

### **ECO-FILTER TUBES AND ROCK RIPRAP INSTALLATION**

Shoreline Repair of Approximately 665 Linear Feet of Embankment

### PROPOSED JOB SCOPE

SITE NUMBER 1: COMMON AREA: Landshore® will install eco-filter tubes and rock riprap in approximately 80 linear feet. This includes materials (including sod), equipment, and labor.

SITE NUMBER 2: LOT 7746 TO LOT 18862: Landshore® will install eco-filter tubes and rock riprap in approximately 385 linear feet. This includes materials (including sod), equipment, and labor.

SITE NUMBER 3: LOT 7786 TO LOT 7794: Landshore® will install eco-filter tubes and rock riprap in approximately 200 linear feet. This includes materials (including sod), equipment, and labor.

Includes: materials (including sod), equipment, labor

TOTAL JOB COST \$111,187.52

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



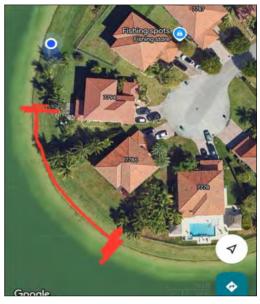
**COMMON AREA** 



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



**LOT 7746 TO LOT 18862** 



**LOT 7786 TO LOT 7794** 

### **PAYMENT SCHEDULE**

Landshore® Enterprises' payment policy is as follows:

20% Mobilization Date\$22,237.5070% Monthy, based on percentage of completion\$77,831.2610% Completion of project\$11,118.75

\*\*Terms: Net 15\*\*

\*\*Interest will be charged at 1.5% per month on past due invoices\*\*



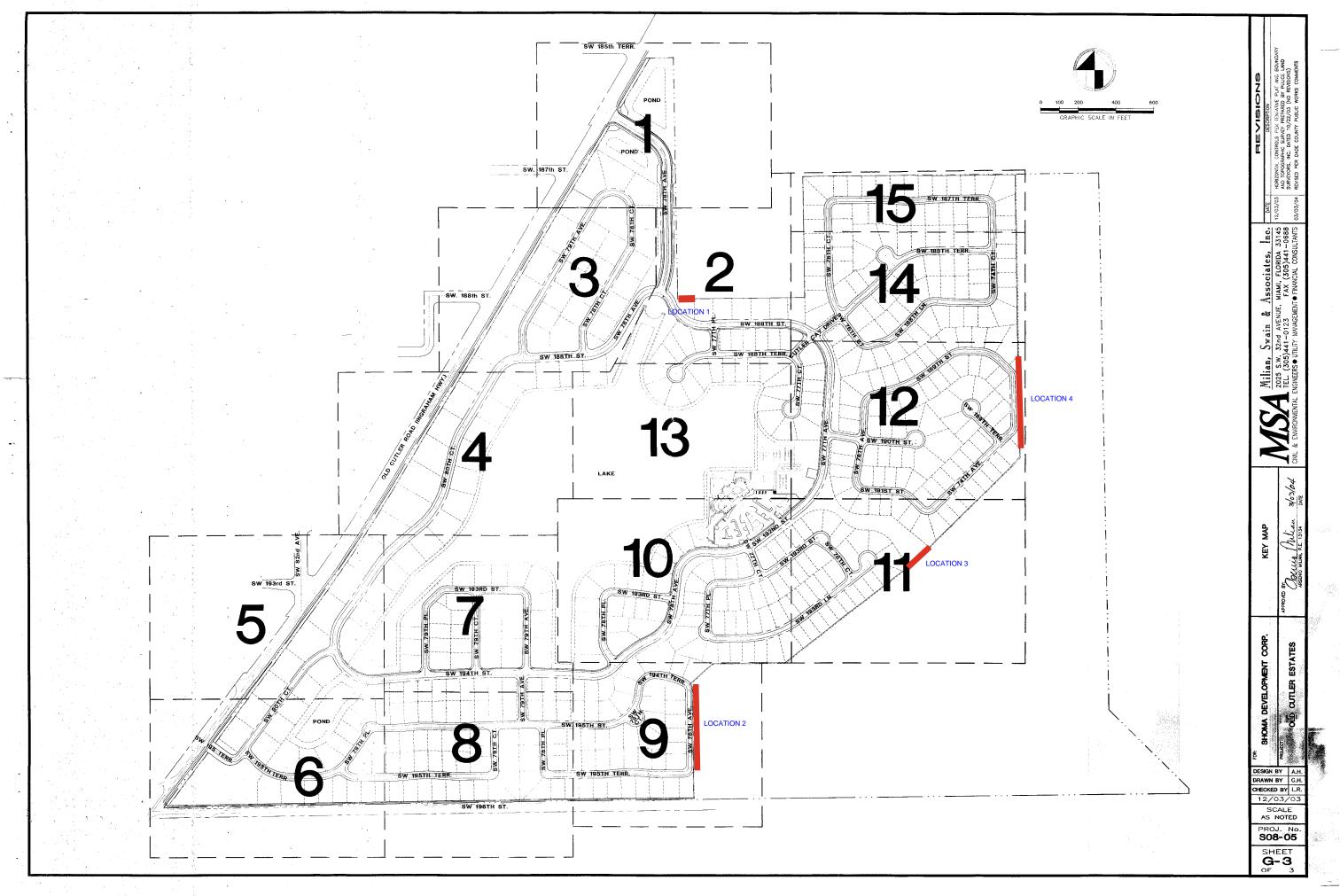
Soil Erosion Control & Shoreline Restoration Experts
Shoreline stabilization/Environmental Engineering/Construction Management
d/b/a Erosion Restoration, LLC

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1 1 1 9 7	b described above, based on our evaluation. It labor and materials which may be required should problems arise.
Client's Representative Signature	Date
Landshore Enterprises Representative Signature	Date

# Cutler Cay CDD Retention Wall Survey Haddone Land Surveyors JHA Land Surveyors LandMark Surveying Suarez Surveying & Mapping Survey the four (4) retention wall areas with coordinate points. Elevations Survey is not included in these proposals \$13,900.00 \$5,200.00 \$3,750.00 \$6,000.00





Land Surveyors and Mappers Civil Engineers Subsurface Utility Designates

### PROPOSAL / AGREEMENT

March 14, 2025 SENT VIA: rgalvis@sdsinc.org

### **SUBMITTED TO:**

Ronald Galvis

Cutler Cay Community Development District

2501 A Burns Rd.

Palm Beach Gardens FL

### ABOUT:

Surveying Services for the project known as "Old Cutler Estates" located at Old Cutler Road & SW 74<sup>th</sup> Avenue.

Dear Mr. Galvis:

Pursuant to your request regarding a fee estimate for surveying and mapping services for the above referenced project. HADONNE (HC) is pleased to submit the following proposal for your consideration: SCOPE OF SERVICES:

Prepare a single line Map of Boundary Survey of the areas **outlined on the attached Exhibit "A"**. No elevations will be taken as part of this scope of service.

### **DELIVERABLES**:

A digitally signed and sealed PDF of the resulting Map of Survey for each one of the four locations as shown on the attached Exhibit "A".

### TIME OF COMPLETION:

We have estimated three calendar weeks to submit a preliminary survey and three weeks for the final submittal.

### **SCHEDULE OF FEES:**

The professional compensation to perform this project shall be a lump sum fee of \$ 13,900 and the invoice shall be due upon completion of the project.

### PROJECT AREA, LENGTH, SIZE AND LOCATION:

See attached (Exhibit "A").

By signing below, I APPROVE AND ACCEPT this letter as a legal contract and read and agree to the payment terms as set forth above.

By:	Title:	
(Authorized Signature)		
	Date:	
(Typed or printed name)		

I thank you for this opportunity to present this proposal for your consideration and look forward to your favorable response. In the interim, if there is anything we can do to be of service in this or any other matter, please do not hesitate to call me directly at +1(305) 266-1188.

Respectfully,

Abraham Hadad, PSM

President

### TERMS AND CONDITIONS

### 2025 HOURLY RATES:

Survey Field Crew 3 Man (8 HR Day)	\$1,700.00 per Day
Survey Field Crew 2 Man (8 HR Day)	\$1,500.00 per Day
CADD Technician	\$105.00 per Hour
Survey Technician	\$125.00 per Hour
Senior Surveyor & Mapper (Principal)	\$180.00 per Hour
Surveyor & Mapper	\$150.00 per Hour
Expert Witness	\$200.00 per Hour
Utility Coordinator	\$170.00 per Hour
EM Locating Crew	\$170.00 per Hour
Two Man GPR and Locating Crew	\$220.00 per Hour

### **OUALIFICATIONS:**

County and / or Municipality Fees are not included in this Proposal and are the Client's responsibility. Rule of Law: All field and office efforts in connection with this project will be performed in strict accordance with the applicable provisions of the "Minimum Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J17-05 Florida Administrative Code. Requests for service not specifically enumerated in this Proposal will be addressed via separate response if so required and an additional charge will apply per HC's hourly rates for calendar year 2025, which are set forth in the "Estimate Fee" section of this Proposal. Our ability to perform is and will be completely influenced by the Client's ability to make the site available and to eliminate all conditions that may interfere with HC's ability to furnish services, and weather conditions. HC will require 24-hour prior written notice before fieldwork can be performed. This notice should be sent via email to HC.

### SUBSURFACE UTILITY ENGINEERING (S.U.E.):

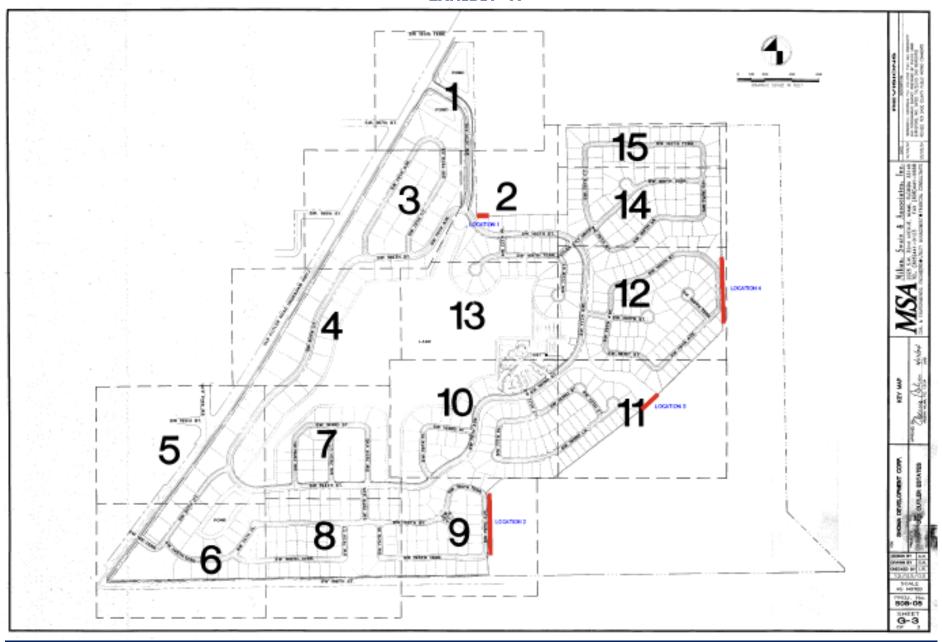
The client should be aware that GPR Technology is not 100% accurate. Depending on factors such as and not limited to soil type, soil moisture, size of underground utility, type of underground utility, depth of underground utilities; some utilities may not be detected by GPR. GPR will detect the presence of the utility but not the type. HC will do its best to identify the type of utility, but it may occur that some detected utility remains unidentified. Area to be located with GPR should be clean without mayor vegetation, debris or any structure that may prevent the use of the equipment. Cleaning, removing of debris or vegetation is not included in this proposal.

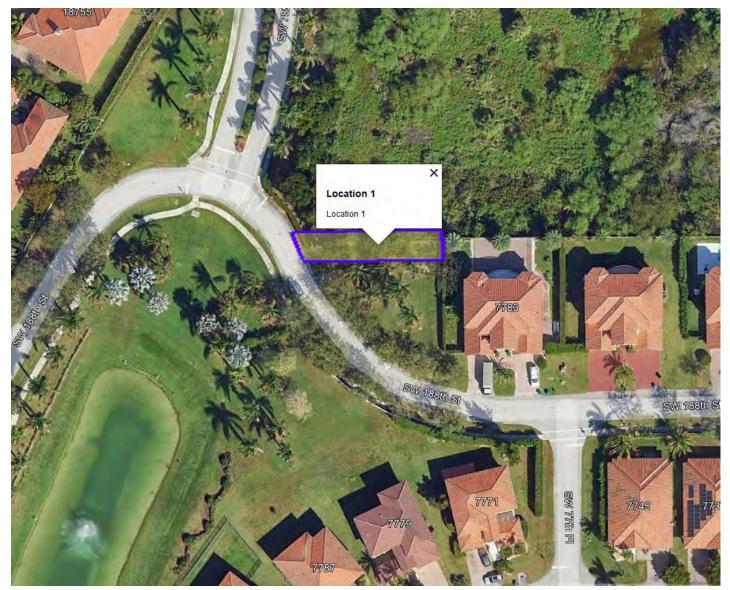
### **PAYMENTS TERMS:**

Payment is due for HC's completion of each task UPON RECEIPT of HC's Invoices. It is understood that this agreement is between HC and the Client. HC's failure to strictly enforce any provision in this Proposal shall NOT be construed as a modification or amendment of the Proposal's terms, specifically these payment terms, unless otherwise agreed to in writing by HC. HC's receipt of this Proposal, signed by Client, constitutes Client's acceptance of these terms, and HC's Standard Terms and Conditions (collectively the "Contract"), which is attached and incorporated by reference as if fully set forth here. The Client's signature shall also constitute a notice for HC to proceed with its Scope of Services. In the event HC is required to enforce any terms of the Contract, Client agrees to pay to HC all reasonable attorneys' fees and costs incurred, whether suit is filed or not, including attorneys' fees on appeal. Past due payments under this Proposal are subject to a 1.5% interest per month. For special consideration, the Client agrees that HC's liability for this Project, irrespective of the cause, shall be limited to the amount of the Professional Fees Client pays to HADONNE CORP. Both HC and the Client may terminate this Proposal after ten (10) days' written notice, and upon the Client's payment to HC of all outstanding fees and expenses incurred by HC through the date of such written notice.

217

### **EXHIBIT "A"**





**LOCATION 1:** 

To establish the location of the existing retention in reference to the Subdivision Plat Boundary, HC will locate sufficient boundary points to provide accurate ties to the face of the retention wall.



### **LOCATION 2:**

To establish the location of the existing retention in reference to the Subdivision Plat Boundary together with the Centerline of 78<sup>th</sup> Avenue, HC will locate sufficient boundary points to provide accurate ties to the face of the retention wall.



LOCATION 3:

To establish the location of the existing retention in reference to the Subdivision Plat Boundary, HC will locate sufficient boundary points to provide accurate ties to the face of the retention wall.



#### **LOCATION 4**:

To establish the location of the existing retention in reference to the Subdivision Plat Boundary together with the Centerline of 74<sup>th</sup> Avenue, HC will locate sufficient boundary points to provide accurate ties to the face of the retention wall.





Date: 03/18/2025

#### Proposal Number 2025-1089

Client: CUTLER CAY CDD

Ronald Galvis (786)503-1633 rgalvis@sdsinc.org

**Project Description:** Prepare Specific purpose survey

Project location: Cutler Cay- See Exhibit "B"

Dear Ronald,

Thank you for giving J. Hernandez and Associates Inc. the opportunity to present this survey proposal.

#### A. Scope of work:

This Specific purpose survey includes:

- a. Show existing retaining walls and property line of subject area
- b. Elevations are **not** included in the survey

#### B. Deliverables

- JHA, will provide survey electronically signed and sealed
- JHA, will provide survey drawing in CAD format.
- JHA, will provided survey in State plane coordinates
- JHA, will provide (3) signed and sealed hardcopies of the resulting survey if required.





#### C. **Time of Completion:**

JHA, the time frame to complete this survey will be 5 business days from your acceptance of this proposal.

#### D. Fee:

The fee to prepare Specific purpose survey for <b>location 1</b>	\$1,400
The fee to prepare Specific purpose survey for location 2	\$1,200
The fee to prepare Specific purpose survey for <b>location 3</b>	\$1,400
The fee to prepare Specific purpose survey for <b>location 4</b>	\$1,200

**Total Survey Cost:** \$5,200

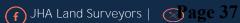
All other survey services, if necessary, will be charged to the below stipulated rates.

#### Exhibit "A"

Survey Field Crew	\$250.00/Hr
Professional Land Surveyor	\$250.00/Hr
Project Surveyor	\$175.00/Hr
Survey/CADD Technician	\$150.00/Hr

3300 NW 112TH AVENUE SUITE 10, DORAL FLORIDA 33172 | OFFICE: (305) 526-0606 | INFO@JHASURVEYS.COM |









We appreciate the opportunity to provide you this survey proposal.

If the proposal is satisfactory, please execute and email it to us at your earliest convenience.

If you have any questions, please feel free to contact us.

Respectfully submitted,

Jose G. Hernandez

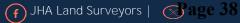
President

J. Hernandez & Associates, Inc.

P.S.M. No. 6952 State of Florida

Accepted by:	
	Name
Signed By:	
Title:	
Date:	

\*\*Signer must be a Company officer









#### **TERMS AND CONDITIONS**

- Invoices will be submitted by JHA to the CLIENT every four weeks for services performed and expenses incurred pursuant to this Agreement during the prior billing period. Payment of such an invoice will be due upon presentation. Lump sum contracts will be invoiced on a percentage completion basis. Time and Materials contracts will be invoiced in accordance with our current professional services fee schedule as seen on "Exhibit A" attached. If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, CONSULTANT shall be entitled to renegotiate an increase in its fee relative to this Agreement. In the event of any dispute concerning the accuracy of content of any invoice, the CLIENT will within ten (10) days from the date of said invoice, notify JHA in writing stating the exact nature and amount of the dispute. Any invoice that is not questioned within ten (10) days shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within ten (10) days, CLIENT shall be obligated to pay the undisputed portion of the invoice promptly. If CLIENT fails to make any payment due to JHA for services and expenses within forty-five (45) days from the date of the invoice, the amount stated in the invoice shall then accrue interest at the maximum legal rate. JHA may suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work, which will be negotiated when work is resumed. In the event any invoice or any portion thereof remains unpaid for more than sixty (60) days following the invoice date, JHA may, following ten (10) days prior written notice to CLIENT, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and costs.
- Re-use of Documents: All original documents, including, but not limited to, surveys, drawings, sketches, specifications, maps, asbuilt drawings, reports, test reports, cad files, field notes, etc., that result from JHA's services pursuant or under this Agreement become the sole property of Client.
  - CLIENT may, at their expense, obtain a set of copies of any maps and/or drawings prepared for them by JHA, in consideration of which CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of the JHA. Any re-use without written verification of adaptation by JHA mandates that CLIENT indemnify and hold JHA harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting there from.
- C. Performance: JHA shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation, subcontractors, or any other similar cause or causes beyond the reasonable control of JHA. Time of performance of JHA's obligations hereunder shall be extended by time period reasonably necessary to overcome the effects of such force majeure occurrences.
- D. Professional Standards: All work performed by JHA shall be in accordance with its professional standards and in accordance with applicable government regulations. JHA shall endeavor to obtain all governmental approvals contemplated under this Agreement. However, JHA does not warrant or represent that any government approval will be obtained. Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning and platting requirements for the Project, JHA shall proceed on the assumption that the Project as presented by CLIENT, is in accordance with applicable governmental regulations.
- E. Termination: In event of a material failure by the other party to perform in accordance with the terms of this Agreement, this Agreement may be terminated by providing the breaching party written notice which shall clearly set forth the material breach and provide five (5) business days to cure. For the purpose of this Agreement, the failure to pay any invoice submitted by JHA within sixty (60) days of the date of said invoice shall be considered a material breach on behalf of CLIENT. In the event of any termination, JHA shall be paid for all services rendered to the date of termination including all reimbursable expenses. CLIENT may terminate this Agreement for convenience upon twenty (20) business day notice to JHA, payment for all services rendered to the date of termination and ten (10) percent of JHA's remaining fee.
- F. Liability: JHA is protected by Professional Liability Insurance and by General Liability Insurance and will furnish certificates of insurance upon request. JHA agrees to hold CLIENT harmless from loss, damage, injury or liability arising solely from the negligent acts or omission of JHA, its employees, agents, subcontractors and their employees and agents, but only to the extent that the same is actually covered and paid under the foregoing policies of insurance.
- G. Litigation: In the event litigation in any way related to the services performed hereunder is initiated between JHA and CLIENT, the non-prevailing party shall reimburse the prevailing party for all of its reasonable attorney's fees and costs related to said litigation. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida. The venue for any litigation shall be Miami-Dade County. Florida.
- Deliveries & Special Handling: Federal Express handling and special orders will be invoiced to the Client as direct charges. Hand deliveries requested by the CLIENT and performed by JHA will be invoiced at a rate of \$25 per hour

3300 NW 112TH AVENUE SUITE 10, DORAL FLORIDA 33172 | OFFICE: (305) 526-0606 | INFO@JHASURVEYS.COM |



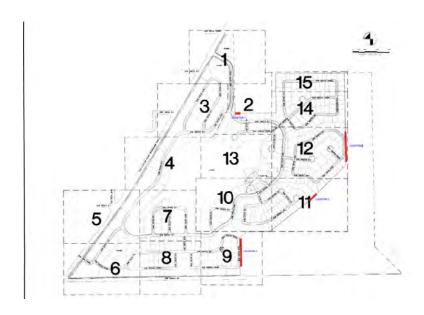








### Exhibit B Cutler Cay





3300 NW 112TH AVENUE SUITE 10, DORAL FLORIDA 33172 | OFFICE: (305) 526-0606 | INFO@JHASURVEYS.COM |













LandMark Surveying & Assoc., Inc. 8532 S.W. 8th Street Suite, 282 | Miami, Florida 33144 305-556-4002 | info@Imsurveying.com | www.Imsurveying.com

RECIPIENT:	Quote #5198015	
CUTLER CAY CDD	Sent on	04/29/2025
Old Cutler Estates Coral Gables, Florida 33156	Total	\$3,750.00

Product/Service	Description	Qty.	Unit Price	Total
Boundary Analysis / Initial Visit	Landmark will perform a Boundary Analysis to establish property lines, recover existing property monumentation and site reference points for the purpose of aligning the proposed design CAD drawings, provided by the client.	1	\$1,250.00	\$1,250.00
Location 1	Stake Out Retention Wall end points - 120 Linear Feet +/-	1	\$500.00	\$500.00
Location 2	Stake Out Retention Wall end points - 534 Linear Feet +/-	1	\$750.00	\$750.00
Location 3	Stake Out Retention Wall end points - 161 Linear Feet +/-	1	\$500.00	\$500.00
Location 4	Stake Out Retention Wall end points - 500 Linear Feet +/-	1	\$750.00	\$750.00

A deposit of \$1,750.00 will be required to begin.

Total	\$3,750.00
	Ψ - ,

This quote is valid for the next 30 days, after which values may be subject to change.

Signature:	Date:
------------	-------



### Quote

To: CUTLER CAY CDD

Quote Date: 04/30/2025 Quote Number: 250430

Property Address: Culter Cay Development Folio: 36-6003-034-5060

Job Description: Fieldwork and Preparation of Cad File

Services: Specific Purpose Surveys (no elevations) of the existing retaining walls located in the areas indicated with red lines on the attached PDF, tied into the boundary of

**Cutler Cay Development** 

Location 1	\$1,500.00
Location 2	\$1,500.00
Location 3	\$1,500.00
Location 4	\$1,500.00

Total Amount>>>>\$6,000.00

Should you have any questions regarding this quote, please call (305) 596-1799.

## **Cutler Cay CDD Aluminum Fence Installation - Behind Southern Entry Water Feature**

Archidesign Inc.

Artemisa Fence & Metal Works Corp.

**Shekinah Fence Services** 

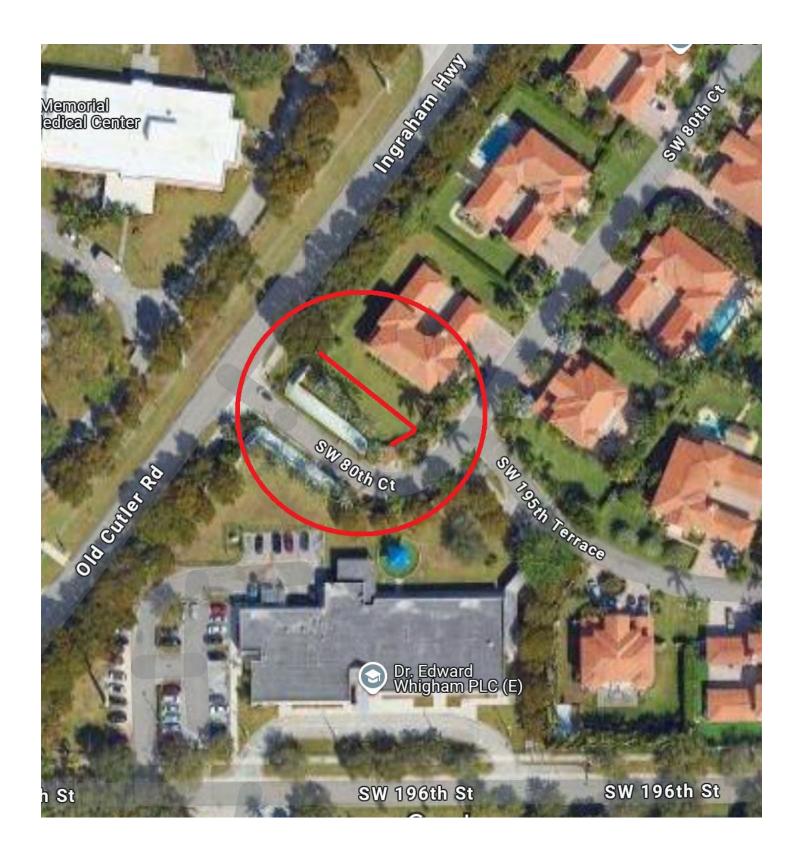
South Florida Fabrication & Fencing

Suarez & Fence Service Corp., company previously approved for this project, did not respond requests nor provided an updated proposal/quote.

Build and Install a 6' aluminum fence to divide the District owned and maintained area from the neighboring property. Said area is located on the North side of the South entrance water feature that houses the water feature equipment pit and pumps.

Bronze aluminum fence will keep uniformity with the HOA recommended finishes & design.

\$19,440.00	\$15,930.00	\$12,831.35	\$13,532.00
This price includes the necessary survey and permit processing fees, but excludes the permit fees payable to the Town of Cutler Bay, or to any other Government Agency.	This price includes the necessary survey and permit costs.	This price includes the necessary survey and permit processing fees, but excludes the permit fees payable to the Town of Cutler Bay, or to any other Government Agency.	This price includes the necessary survey and permit processing fees, as well as an allowance in the amount of \$395.00 towards permit fees payable to the Town of Cutler Bay, or to any other Government Agency.
50% Depos	it required.	Payment in full upon completion.	50% Deposit required.





### **CONTRACT - INVOICE**

#### **ARCHIDESIGN INC**

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

7864433334 www.archidesignmetalworks.com

BILL TO

**CUTLER CAY CDD** 

786.503.1633

Invoice Number: 1203

Invoice Date: April 25, 2025

Payment Due: April 25, 2025

Amount Due (USD): \$19,440.00

Items	Вох	Price	Amount
SURVEY	1	\$750.00	\$750.00
SHOP DRAWINGS AND ENGINEER CALCULATIONS	1	\$2,600.00	\$2,600.00
RUNNER PERMITS	1	\$1,600.00	\$1,600.00
FENCE  191'LF X 6'H  ALUMINUM  POSTS 3X3X1/8  PICKETS 1X1X093  HORIZONTAL TUBE 2X1  SPEARS IN EVERY PICKET	1	\$14,490.00	\$14,490.00
POWDER COATED PAINT BRONZE	1	\$0.00	\$0.00
INSTALLATION NO FEE	1	\$0.00	\$0.00
NOTE: CITY FEES ARE NOT INCLUDED	1	\$0.00	\$0.00



### **CONTRACT - INVOICE**

#### **ARCHIDESIGN INC**

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

7864433334 www.archidesignmetalworks.com

**Total:** \$19,440.00

Amount Due (USD): \$19,440.00

#### **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.

Cancelations: 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.

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.



### **CONTRACT - INVOICE**

#### **ARCHIDESIGN INC**

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

7864433334 www.archidesignmetalworks.com

#### **Notes / Terms**

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 waver. 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\*

Customer Signature	Date
0	





### Artemisa Fence & Metal Works Corp

Estimate No: 3762

 Date:
 04/21/2025

 For:
 Cutler Cay CDD

#### **Estimate**

Artemisa Fence & Metal Works

151 E 10th Ave

Hialeah, FL 33010

permits@artemisafence.com,marli1222@icloud.com

www.artemisafence.com

305-970-2199

Ship To: Tracking No Ship Via FOB

Description Quantity Rate Amount 80 Aluminum picket fence 6' ht. (bronze) \$161.00 \$12,880.00 Calculations and/or Shop drawing Fees 1 \$800.00 \$800.00 Permit fees 1 \$750.00 \$750.00 \$1,500.00 Floor plan for permit 1 \$1,500.00

#### Artemisa Fence & Metal Works Corp - Estimate 3762 - 04/21/2025

Payment Details  A <span>50%</span> deposit of <span>\$7</span> , <span>965<!-- span-->.<span>00</span> is required by <span>04/</span><span>21/<!--</th--><th>Subtotal Shipping Total</th><th>\$15,930.00 \$0.00 \$15,930.00</th></span></span>	Subtotal Shipping Total	\$15,930.00 \$0.00 \$15,930.00
span> <span>2025</span> .  Check	Total	\$15,930.00
Artemisa fence & Metal work	Deposit due 04/21/2025	\$7,965.00

#### **Terms and Conditions**

Before erection is begun, purchaser is to establish property line stakes and grade stakes and to remove all obstructions that may interfere with the erection. It is assumed that there are no underlying unusual conditions, and that the fence is to follow the ground line unless otherwise specified: if filling, trenching, post footings of greater depth or diameter, or any other unusual conditions are encountered including underground installations such as electrical conduits cables, tanks, etc.. or if labor other than our erectors is required, purchaser agrees to pay for extra expense of same.

The Undersigned purchaser warrants that he is the owner, or duty authorized agent for the owner, of the property on which the items purchased in this contract are to be installed.

The customer will furnish the company with an updated copy of the property survey. If one is not available the customer is responsible for locating all his personal boundaries. The customer will locate for the company any and all underground wires, sewers, pipes, septic tanks, sprinklers, drain fields, or any other personal underground property.

The company will be held harmless if damage is caused to any personal underground property during the installation. Artemisa Fence & Metal Works is not responsible for damages caused to any trees, shrubs, plants, grass, etc,.. situated on or near the line of the fence, damaged during construction.

A flat 20 percent of the total contract price will be made in the event the purchaser decides to cancel the contract within 3 business days. Until paid for, or incorporated in structure, the title to an ownership and right of possession of material covered by this contract shall remain in the Seller. After 3 days the contract is NON REFUNDABLE.

All agreements are contingent upon strikes, lockouts, riots, fires, accidents, act of God, floods, war, insurrection, embargo restrictions, carrier delays, delays or failure to receive raw material deliveries, or by the other causes, whether of like or different nature beyond our control.

This proposal is for immediate acceptance and becomes a contract only upon acceptance by Purchaser and approved by Seller's Home Office.

In the event the company has to make unneccesary and/ or additional expenses in order to fulfill the contract, such as: additional trips because the yard was not cleared on time, additional labor time because the customer changed his mind on the contract, etc.. the customer will be charged these additional expenses.

Artemisa Fence & Metal Works will not be responsible for knots, splits, warps, or small imperfections caused by the weather. The company will not be responsible for any damages to gates caused by abusive and/ or improper use, or damage due to weather conditions.

No changes or alterations in measurements will be allowed except at prices to be agreed upon at time changes are made, and same to be treated as an entirely new contract. If for any reason fence erector has to make more than one trip to erect fence on account of changes made by purchaser, then the percent of work completed will be invoiced and extra charge will be made for completion of balance.

NOTICE- FAILURE TO MAKE PAYMENTS IN FULL UPON COMPLETION OR WORK WILL RESULT IN A 10% CHARGE OF THE FULL CONTRACT AND ANY REASONABLE LEGAL FEE TO OBTAIN OVERDUE BALANCE UNLESS OTHERWISE SPECIFIED BY THE CONTRACTOR. CONTRACT DOE NOT INCLUDE PERMITS UNLESS SPECIFIED. NOT RESPONSIBLE FOR LOCATION OF FENCE WHEN SURVEY IS NOT PROVIDED BY CUSTOMER. NOT RESPONSIBLE FOR REPAIR OF UNDERGROUND CABLES. BUYER HERE BY AGREES TO PAY THE BALANCE IN FULL DUE IMMEDIATELY FROM COMPLETION OF THE JOB. BUYER ALSO AGREES THAT HE WILL PAY THE NOTICE TO OWNER FEE, LIENS OF ALL COST INVOLVED IN THE COLLECTION OF THIS ACCOUNT INCLUDING COURT COSTS AND ATTORNEYS FEES.

#### Artemisa Fence & Metal Works Corp - Estimate 3762 - 04/21/2025

Artemisa Fence & Metal	Client's signature
Works Corp	

#### SHEKINAH FENCE SERVICES LLC

SHEKINAH PENCE SERVICES

**Estimate** 

Estimate No: Date: 6549 01/23/2025

LIC #20BS00378 shekinahfence@gmail.com SHEKINAHFENCESERVICESLLC.COM 786-339-6754

For: CUTLER CAY CDD 2501 A Burns Rd.

Palm Beach Gardens FL

rgalvis@sdsinc.org, Gperez@sdsinc.org

cutler bay fl 33157 (786) 413-7150

Description	Quantity	Rate	Amount	
FABRICATION AND INSTALLATION OF 161' FEET OF ALUMINUM FENCE STYLE (PRESSED SPEAR) 6' TALL BRONZE COLOR	1	\$11,715.00	\$11,715.00	
- POST 3X3 - PICKET 1X1 - HORIZONTAL 2X1 - NEW LOCK ON EXISTING GATE				
NEW SURVEY	1	\$600.00	\$600.00	
DRAWING COST	1	\$276.35	\$276.35	
PROCESS THE PERMIT	1	\$240.00	\$240.00	
BUILDING DEPARTMENT FEES (TAXES) NOT INCLUDED	1	\$0.00	\$0.00	
Subtota TAX 09 Tota	%		\$12,831.35 \$0.00 \$12,831.35	
Tota	l	\$12	2,831.35	

#### Comments

PAYMENT TERMS:
PAYMENT TERMS:

ZELLE PAYMENT TO: 954-709-9761

ACH PAYMENT INFORMATION IS INCLUDED

PAYMENT IN FULL WHEN FENCE INSTALLATION IS COMPLETE

#### SHEKINAH FENCE SERVICES LLC - Estimate 6549 - 01/23/2025

#### Terms and Conditions

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATION AND CONDITION ARE SATISFACTORY AND ARE HEREBY ACCEPETED. YOU ARE AUTHORIZING TO DO THE WORK AS SPECIFIED. PAYMENTS WILL BE MADE AS UNDERLINED ABOVE.

QUOTE IS ONLY VALID FOR 15 DAYS

STAFF MEMBERS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND PIPE'S, LINE'S AND CABLE'S.

SHEKINAH FENCE
Client's signature
SERVICES LLC

2 / 2 Page 53

8260 SW 184th St Cutler Bay, FL 33157 +13052335333 tony@southfloridafencing.com www.southfloridafencing.com



#### **Estimate**

**ADDRESS** 

Cutler Cay CDD 7755 SW 192nd Street CUTLER BAY, FL 33157 **ESTIMATE #** 7886 **DATE** 04/29/2025

PAYMENT TERMS: TC	DTAL	\$1	3,532.00
PRIVACY PANEL REMOVE PRIVACY PANEL	1	-1,365.00	-1,365.00
SURVEY SURVEY FOR THE AREA WHERE THE FENCE WILL BE INSTALLED	1	850.00	850.00
NOC NOC FILING	1	50.00	50.00
PERMIT RUNNER PERMIT RUNNER	1	250.00	250.00
1X1 VERTICAL MEMBERS PERMITS Building Permits (ESTIMATE ONLY)	1	395.00	395.00
3X3 POST 1X2 TOP AND BOTTOM			
INSTALL NEW DEAD BOLT AND DOOR KNOB TO EXISTING GATE.			
Aluminum Fence FURNISH AND INSTALL 6' TALL X 161' LF OF ALUMINUM PICKET FENCE. POWDER COATED IN BLACK, BRONZE. OR WHITE.	1	13,352.00	13,352.0
ACTIVITY	QTY	RATE	AMOUN'

50% DEPOSIT AT SIGNING

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATION AND CONDITION ARE SATISFACTORY AND ARE HEREBY ACCEPETED. YOU ARE AUTHORIZING TO DO THE WORK AS SPECIFIED.

PAYMENTS WILL BE MADE AS UNDERLINED ABOVE.

QUOTE IS ONLY VALID FOR 5 DAYS

SFFF IS NOT RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND PIPE'S, LINE'S AND CABLE'S. Page 54

BALANCE DUE ON INSTALLATION DAY.

LICENSED & INSURED LIC# 13BS00086

Accepted By

**Accepted Date** 

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATION AND CONDITION ARE SATISFACTORY AND ARE HEREBY ACCEPETED. YOU ARE AUTHORIZING TO DO THE WORK AS SPECIFIED.

PAYMENTS WILL BE MADE AS UNDERLINED ABOVE.

QUOTE IS ONLY VALID FOR 5 DAYS

# Cutler Cay Community Development District

### Financial Report For April 2025

#### CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT MONTHLY FINANCIAL REPORT APRIL 2025

REVENUES	Annual Budget 10/1/24 - 9/30/25	Actual Apr-25	Year To Date Actual 10/1/24 - 4/30/25
Administrative Assessments	111,781	5,356	105,608
Maintenance Assessments	721,164	34,555	,
Debt Assessments - 2021 Refunding	773,141	37,049	
Other Revenue	0	0	,
Interest Income	1,200	0	28,129
Total Revenues	\$ 1,607,286	\$ 76,960	,
ADMINISTRATIVE EXPENDITURES			
Supervisor Fees	7,000	1,200	3,600
Payroll Taxes (Employer)	560	92	362
Management	33,348	2,779	19,453
Secretarial	4,200	350	2,450
Legal	20,000	0	i
Assessment Roll	7,500	0	0
Audit Fees	3,500	0	0
Arbitrage Rebate Fee	650	0	0
Insurance	15,000	0	13,931
Legal Advertisements	2,500	0	·
Miscellaneous	3,750	161	1,929
Postage	700	101	264
Office Supplies	1,400	158	
Dues & Subscriptions	175	0	175
Trustee Fee	4,200	0	i
Continuing Disclosure Fee	350	0	0
Website Management	2,000	166	1,167
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 106,833	\$ 5,007	\$ 59,735
TOTAL MAINTENANCE EXPENDITURES (Details On Page 2)	\$ 681,500	\$ 20,854	\$ 153,107
Total Expenditures	\$ 788,333	\$ 25,861	\$ 212,842
Revenues Less Expenditures	\$ 818,953	\$ 51,099	\$ 1,310,220
2021 Bond Refinancing Payments	(726,753)	(36,655)	(685,630)
Balance	\$ 92,200	\$ 14,444	\$ 624,590
County Appraiser & Tax Collector Fee	(30,733)	(769)	(14,386)
Discounts For Early Payments	(61,467)	(48)	(54,627)
Excess/ (Shortfall)	\$ -	\$ 13,627	\$ 555,577
Carryover From Prior Year	0	0	0
Net Excess/ (Shortfall)	\$ -	\$ 13,627	\$ 555,577

Bank Balance As Of 4/30/25	\$ 2,044,324.62
Accounts Payable As Of 4/30/25	\$ 54,970.38
Accounts Receivable As Of 4/30/25	\$ 1,200.00
Security Deposit As Of 4/30/25	\$ -
Reserve For Project Loan Payment As Of 4/30/25	\$ 140,425.00
Reserve For Roads Maintenance As Of 4/30/25	\$ 241,000.00
Reserve For Stormwater Drainage As Of 4/30/25	\$ 98,000.00
Reserve For Pipe Repairs Project As Of 4/30/25	\$ 208,000.00
Reserve For Lake Bank Erosion Project As Of 4/30/25	\$ 24,811.00
Available Funds As Of 4/30/25	\$ 1 278 318 24

#### CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT MONTHLY FINANCIAL REPORT - MAINTENANCE APRIL 2025

MAINTENANCE EXPENDITURES	Annual Budget 10/1/24 - 9/30/25	Actual Apr-25	Year To Date Actual 10/1/24 - 4/30/25
Contingency/Reserve	200,000	3,375	3,375
Lakes Maintenance	12,000	619	4,483
Roads Maintenance/Reserve	50,000	0	24,195
Stormwater Drainage/Reserve	40,000	0	950
Stormwater Drainage System Pipe Repairs Project-Phase 2	0	0	0
Field Operations	12,000	1,000	7,000
Traffic Enforcement	0	4,144	6,545
Walls & Wall Fountain Maintenance	30,000	900	9,500
Sidewalk Maintenance/Repairs	15,000	0	0
Engineering/Inspections	45,000	1,101	17,196
Street Signage	5,000	0	1,202
Lake Fountain Maintenance	15,000	0	0
Entry Features Maintenance	15,000	0	550
Guardhouse Exterior Maintenance	10,000	350	4,015
Water & Sewage	2,500	0	168
FPL - Electrical Utility	110,000	9,365	65,865
Retention Wall Maintenance	0	0	0
Lake Bank Erosion Restoration Project	0	0	0
Lake Bank Erosion Restoration Project (Loan Payment)	0	0	0
DERM Required Stormwater Quality Improvement Project	120,000	0	8,063
TOTAL MAINTENANCE EXPENDITURES	\$ 681,500		

# Cutler Cay Community Development District Budget vs. Actual October 2024 through April 2025

	Oct 24- April 25	24/25 Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
363.100 · Administrative Assessments	105,607.89	111,781.00	-6,173.11	94.48%
363.101 · Maintenance Assessments	670,471.54	721,164.00	-50,692.46	92.97%
363.810 · Debt Assessments	718,852.97	773,141.00	-54,288.03	92.98%
363.820 · Debt Assessment - Pd To Trustee	-685,630.20	-726,753.00	41,122.80	94.34%
363.830 · Cty Appraiser & Tax Coll Fee	-14,386.27	-30,733.00	16,346.73	46.81%
363.831 · Discounts For Early Payments	-54,626.84	-61,467.00	6,840.16	88.87%
369.401 · Interest Income	28,129.45	1,200.00	26,929.45	2,344.12%
Total Income	768,418.54	788,333.00	-19,914.46	97.47%
Expense				
511.823 · DERM Req SW Quality Improvement	8,062.50	120,000.00	-111,937.50	6.72%
511.827 · Traffic Enforcement	6,545.25	0.00	6,545.25	100.0%
511.758 · FPL - Electrical	65,864.68	110,000.00	-44,135.32	59.88%
511.756 · Water & Sewage	167.79	2,500.00	-2,332.21	6.71%
511.754 · Guardhouse Exterior Maintenance	4,015.00	10,000.00	-5,985.00	40.15%
511.753 · Entry Feature Maintenance	550.00	15,000.00	-14,450.00	3.67%
511.752 Fountain Maintenance	0.00	15,000.00	-15,000.00	0.0%
511.751 · Street Signage	1,201.72	5,000.00	-3,798.28	24.03%
511.307 · Sidewalk Maint/ Repairs	0.00	15,000.00	-15,000.00	0.0%
511.122 · Payroll tax expenses	362.15	560.00	-197.85	64.67%
511.131 · Supervisor Fee	3,600.00	7,000.00	-3,400.00	51.43%
511.301 · Lakes Maintenance	4,483.00	12,000.00	-7,517.00	37.36%
511.302 · Roads Maintenance/Reserve	24,195.00	50,000.00	-25,805.00	48.39%
511.303 · Stormwater Drainage/Reserve	950.00	40,000.00	-39,050.00	2.38%
511.304 · Field Operations	7,000.00	12,000.00	-5,000.00	58.33%
511.305 · Contingency/Reserve	3,375.00	200,000.00	-196,625.00	1.69%
511.306 · Walls-Wall Fountain Maintenance	9,500.00	30,000.00	-20,500.00	31.67%
511.310 · Engineering/Inspections	17,196.26	45,000.00	-27,803.74	38.21%
511.311 · Management Fees	19,453.00	33,348.00	-13,895.00	58.33%
511.312 · Secretarial Fees	2,450.00	4,200.00	-1,750.00	58.33%
511.315 · Legal Fees	10,960.00	20,000.00	-9,040.00	54.8%
511.318 · Assessment/Tax Roll	0.00	7,500.00	-7,500.00	0.0%
511.320 · Audit Fees	0.00	3,500.00	-3,500.00	0.0%
511.330 · Arbitrage Rebate Fee	0.00	650.00	-650.00	0.0%
511.450 · Insurance	13,931.00	15,000.00	-1,069.00	92.87%
511.480 · Legal Advertisements	844.24	2,500.00	-1,655.76	33.77%
511.512 · Miscellaneous	1,928.80	3,750.00	-1,821.20	51.44%
511.512 · Miscellaneous 511.513 · Postage and Delivery	263.99	700.00	-436.01	37.71%
	461.25		-938.75	
511.514 · Office Supplies		1,400.00		32.95%
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	0.00	350.00	-350.00	0.0%
511.750 · Website Management	1,166.62	2,000.00	-833.38	58.33%
Total Expense	212,841.00	788,333.00	-575,492.00	27.0%
et Ordinary Income	555,577.54	0.00	555,577.54	100.0%
ncome	555,577.54	0.00	555,577.54	100.0%

### CUTLER CAY CDD TAX COLLECTIONS 2024-2025

							Commissions		Net From Tax	Admin Assessment Income (Before Discounts &	Maint Assessment Income (Before Discounts &	Debt - Bond Assessment Income (Before Discounts &	Admin Assessment Income (After Discounts &	Maint Assessment Income (After Discounts &	Debt - Bond Assessment Income (After Discounts &	Debt - Bond Assessment Paid to	Debt - Bond Assessment Paid to
#	ID# PAYMENT FROM	FROM	DATE	PAYMENT FROM	Tax Collect Receipts	Received	Paid	Discount	Collector \$ 1,606,090	Fees)	Fees)	Fees)	Fees)	Fees)	Fees)	Trus	Trustee
									\$ 1,515,086	\$ 106,833	\$ 681,500	\$ 726,753	\$ 106,833	\$ 681,500	\$ 726,753	\$ 7	726,753
-	1 Miami-Dade Tax Collector	x Collector	12/09/24	NAV Taxes	\$ 944,617.46		\$ (9,068.33)	(37,784.30)	\$ 897,764.83	\$ 65,745.36	\$ 424,133.25	\$ 454,738.85	\$ 62,484.33	\$ 403,096.45	\$ 432,184.05	\$ 432,	432,184.05
2	2 Miami-Dade Tax Collector	x Collector	11/25/24	NAV Taxes	\$ 156,041.11		(1,497.99)	(6,241.56)	\$ 148,301.56	\$ 10,860.41 \$	70,062.50	\$ 75,118.20	\$ 10,321.66	\$ 66,587.45	\$ 71,392.45	\$ 71,	71,392.45
က	3 Miami-Dade Tax Collector	x Collector	11/26/24	NAV Taxes	\$ 96,010.14		\$ (921.70)	(3,840.37)	\$ 91,248.07	7 \$ 6,682.29 \$	43,108.55	\$ 46,219.30	\$ 6,350.82	\$ 40,970.40	\$ 43,926.85	\$ 43,	43,926.85
4	4 Miami-Dade Tax Collector	x Collector	12/31/24	NAV Taxes	\$ 28,268.10		\$ (268.37)	(1,431.36)	\$ 26,568.37	7 \$ 1,967.46 \$	12,692.38	\$ 13,608.26	\$ 1,849.16	\$ 11,929.20	\$ 12,790.01	\$ 12,	12,790.01
2	5 Miami-Dade Tax Collector	x Collector	01/10/25	NAV Taxes	\$ 71,618.92		(695.40)	(2,077.67)	\$ 68,845.85	5 \$ 4,984.67 \$	32,156.90	\$ 34,477.35	\$ 4,791.66	\$ 30,911.80	\$ 33,142.39	\$ 33,	33,142.39
9	6 Miami-Dade Tax Collector	x Collector	12/19/24	NAV Taxes	\$ 57,715.63		\$ (555.35)	(2,180.81)	\$ 54,979.47	7 \$ 4,017.01	25,914.32	\$ 27,784.30	\$ 3,826.57	\$ 24,685.79	\$ 26,467.11	\$ 26,	26,467.11
7	7 Miami-Dade Tax Collector	x Collector	02/07/25	Interest		\$ 734.97			\$ 734.97	734.97			\$ 734.97			₩	
80	8 Miami-Dade Tax Collector	x Collector	02/12/25	NAV Taxes	\$ 41,469.45		\$ (406.41)	(829.42)	\$ 40,233.62	2 \$ 2,886.28 \$	18,619.78	\$ 19,963.39	\$ 2,800.25	\$ 18,064.90	\$ 19,368.47	\$ 19,	19,368.47
6	9 Miami-Dade Tax Collector	x Collector	03/06/25	NAV Taxes	\$ 20,554.17		\$ (203.60)	(193.77)	\$ 20,156.80	1,430.57 \$	9,228.82	\$ 9,894.78	\$ 1,402.91	\$ 9,050.40	\$ 9,703.49	. 6 \$	9,703.49
10	10 Miami-Dade Tax Collector	x Collector	03/21/25	Interest		\$ 942.45			\$ 942.45	5 \$ 942.45			\$ 942.45			\$	
11	11 Miami-Dade Tax Collector	x Collector	04/07/25	NAV Taxes	\$ 76,960.00		\$ (769.12)	(47.58)	\$ 76,143.30	5,356.42	34,555.04	\$ 37,048.54	\$ 5,299.58	\$ 34,188.34	\$ 36,655.38	\$ 36,	36,655.38
12									- \$							\$	
13									- \$							\$	
14									- \$							\$	
15									- \$							\$	
16									- \$							\$	
17									- \$								
18									· \$								
					\$ 1,493,254.98 \$ 1,677.42	\$ 1,677.42	↔	\$ (54,626.84)	\$ 1,425,919.29	(14,386.27) \$ (54,626.84) \$ 1,425,919.29 \$ 105,607.89 \$		670,471.54 \$ 718,852.97 \$ 100,804.36 \$ 639,484.73 \$	\$ 100,804.36	\$ 639,484.73	\$ 685,630.20 \$ 685,630.20	\$ 685,	,630.20

	1,425,919.29	(639,484.73)	(100,804.36)	(685,630.20)	
	\$	<del>69</del>	69	₩1	\$
	1,494,932.40	(670,471.54)	(105,607.89)	(718,852.97)	•
3	€>	↔	↔	↔	€9