



**CUTLER CAY
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
AUGUST 11, 2025
4:00 P.M.**

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

www.cutlercaycdd.org

786.347.2711 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
Cutler Cay Community Clubhouse
7755 SW 192nd Street
Cutler Bay, FL 33157
REGULAR BOARD MEETING
August 11, 2025
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**
- F. Approval of Minutes**
 - 1. June 16, 2025 Special Board Meeting & PH Minutes.....Page 2
- G. New Business**
 - 1. Consider Approval of Miami-Dade County Advertisement Interlocal Agreement.....Page 16
 - 2. Consider Approval of Florida Sidewalk Solutions Proposal for Sidewalk Repairs.....Page 24
 - 3. Consider Approval of Proposal for Sidewalk Slab Replacements.....Page 38
 - 4. Consider Approval of Guardhouse Decorative Trim/Molding (GFRC) Replacement.....Page 41
- H. Ratification & Approvals (*Actions to be taken collectively via one [1] Motion*)**
 - 1. Felix Clean Service – Supplied & Installed New Power Defender Variable Speed 2.7hp Pump....Page 47
 - 2. First Choice Electric – Relocation of Electric Panel for Water Feature.....Page 48
 - 3. Headly Construction Group – Cold Patch Installation to fill Pothole.....Page 49
 - 4. Raptor Vac – Stormwater Management System for Two (2) Baffle Installations.....Page 51
- I. Old Business**
 - 1. ENGINEER REPORT/UPDATES
 - a. Phase II Storm Drainage Project
 - b. Landshore Shoreline Repairs in Three Areas
 - 2. MANAGEMENT REPORT/UPDATES
 - a. Traffic Enforcement Services
 - b. District Request for Homeowner Association Collaboration to have Engineer Review of Homeowner Modifications
- J. Administrative Matters**
 - 1. Financial Update.....Page 52
 - 2. Accept and Receive 2025 Engineers Report.....Page 57
 - 3. District Counsel Legislative Update.....Page 66
- 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
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The Modesto Bee
The Sun News - Myrtle Beach
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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 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

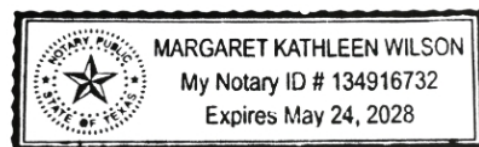
Affiant further says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

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



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**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING & PUBLIC HEARING
JUNE 16, 2025**

A. CALL TO ORDER

Mrs. Perez called to order the June 16, 2025, Special Board Meeting of the Cutler Cay Community Development District (the “District”) at 4:00 p.m. in the Cutler Cay Community Clubhouse located at 7755 SW 192nd Street, Cutler Bay, Florida 33157.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Special Board Meeting had been published in the *Miami Herald* on May 28, 2025, and June 4, 2025, 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, Albert Collazo and Leo Corradini 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 Engineer Juan Alvarez of Alvarez Engineers, Inc.

Also present were several members of the public.

D. ADDITIONS AND/OR DELETIONS TO THE AGENDA

Mrs. Perez advised that an item had been added to the agenda under G. New Business for the Board to Consider Approval of Proposal for replacement of Two Pumps and a Blower at the Southern Water Feature.

E. COMMENTS FROM THE PUBLIC

David Hernandez, a resident of the community, asked if the Board would consider approving fishing in the lake. He noted the abundant amount of fish species and the beautiful recreation areas, as well as not affecting the ecosystem by only permitting catch and release, which would allow for additional enjoyment of the community. In addition, he suggested a fishing club. The Board discussed the fishing request, the existing posted signage and responded to the matters of erosion that are of concern and agreed that this item should be considered in the future once the lake banks have been addressed.

F. APPROVAL OF MINUTES

1. May 12, 2025, Regular Board Meeting

A **MOTION** was made by Supervisor Collazo, seconded by Supervisor Milian and passed unanimously approving the minutes of the May 12, 2025, Regular Board Meeting, as amended to reflect the correction of the word “Brind” with “Bring” within the heading of H.3.

G. NEW BUSINESS

1. Consider Resolution No. 2025-05 – Adopting a Fiscal Year 2025/2026 Meeting Schedule

Mrs. Perez presented Resolution No. 2025-05, entitled:

RESOLUTION NO. 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

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

November 10, 2025 *Amended Budget*
January 12, 2026
February 9, 2026 *Budget Workshop*
March 9, 2026 *Proposed Budget*
April 13, 2026
May 11, 2026 *Final Budget*
July 13, 2026
August 10, 2026
September 14, 2026

Supervisor Penn Williams recommended adding a June 8, 2026, meeting date and for the meetings to start at 6:00 p.m. A discussion ensued followed by.

A **MOTION** was made by Supervisor Collazo, seconded by Supervisor Penn Williams adopting Resolution No. 2025-05, approving the Regular Meeting Schedule for Fiscal Year 2025/2026 by holding meetings in the Cutler Cay Community Clubhouse located at 7755 SW 192nd Street, Cutler Bay, Florida 33157, with a start time of 6:00 p.m. and by adding a June 8, 2026 , meeting date to the schedule, and further authorizing the advertisement of same, as required by law. The **MOTION** carried 3 to 2 with Supervisors Fonte and Milian dissenting.

2. Consider Proposal for Surveying Services to Produce Lake Shoreline Overlay Comparison

The District Engineer presented in the meeting book proposals for surveying services to produce the lake shoreline overlay comparison for Board consideration.

- JHA Land Surveyors, Proposal No. 2025-1157, dated May 28, 2025, in the amount of \$8,400;
- Longitude Surveyors, proposal dated May 28, 2025, \$14,500; and
- Suarez Surveying & Mapping, Quote No. 250605, dated June 6, 2025, in the amount of \$10,950

Supervisor Penn Williams noted that she would prefer to have the overlay conducted by a third party.

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Fonte approving Proposal No. 2025-1157 from JHA Land Surveyors, dated May 28, 2025, in the amount of \$8,400 for surveying services to produce the lake shoreline overly comparison, as presented. Upon being put to a vote, the **MOTION** carried 4 to 1 with Supervisor Penn Williams dissenting.

3. Consider Felix Clean Proposal for Water Feature Repairs and Equipment Replacement

Mrs. Perez provided two proposals from Felix Clean Services, LLC, previously circulated to the Board via email in anticipation of today's meeting. The proposals are for the southern entrance water features and were provided via handout. One of the proposals is for a complete replacement of equipment in the amount of \$15,700 and the other includes a refurbished 7.5hp fountain pump with the replacement of the remaining equipment in the amount of \$9,900. The equipment referred to is as follows:

Supply and install a Pentair EQ series 7.5hp pump;
Supply and install a Power Defender variable speed 2.7hp pump;
Supply and install a 115v blower (exhaust fan) for equipment pit.

All items include a one-year warranty for parts and labor.

No action was taken by the Board. This item was TABLED.

A discussion ensued and the Board would like to further evaluate and revisit this item at a future meeting to consider the possibility of turning the southern entrance water feature into a planter. District management is to gather anticipated future costs and equipment life expectancy.

Supervisor Penn excused herself from the meeting room at approximately 4:45 p.m. and returned at 4:47 p.m.

H. OLD BUSINESS

1. Engineer Updates

a. Phase II Storm Drainage Project

Mrs. Perez announced that Ms. Gavilan had advised that the cleaning and repairs had started and at this time, the contractor is waiting for the completion of one basin and the arrival of the baffles that are to be replaced. The baffles are expected to arrive toward the end of this week.

b. Landshore Shoreline Repairs in 3 Areas

Mrs. Perez advised that Landshore Enterprises had provided a tentative start date of August 18, 2025.

2. Management Report/Updates

a. Traffic Enforcement Services

Mrs. Perez advised the Board that the off-duty police service was not provided during the month of May 2025, but services are being provided this month.

b. District and Association Collaboration for Engineer Review of Homeowner Modifications

Mrs. Perez advised that at the direction of the Board at the last meeting, the District requested the Association's consideration of collaborating in addition to their approval process that the District's Engineer review modifications requested by and for homeowner properties in the identifying of modifications that may impact the stormwater management system negatively. This will be presented to the Association Board at their June 2025 meeting.

In the meantime, Mrs. Perez advised that should it be approved, it will be the requesting homeowner's responsibility to pay for the engineering services through the District and they will also be responsible to provide a survey by the District Engineer appointed surveyor. She noted that the District understands that this will make the Association's approval process a little lengthier.

At 5:00 p.m. Mrs. Perez recessed the Special Board Meeting and simultaneously called to order the Public Hearing.

I. 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 28, 2025, and June 4, 2025, as legally required.

2. Receive Public Comment on Fiscal Year 2025/2026 Final Budget

Mrs. Perez previously provided acknowledgement of written homeowner opposition/objection notices to the assessment increase received by the District on May 20, 2025, from Steffi Kordy and presented the same.

Mrs. Perez then opened the public comment portion of the Public Hearing to receive comments on the fiscal year 2025/2026 final budget and non-ad valorem special assessments.

In attendance were the following residents, but not limited to: Deanna Hedin, David Hernandez, Josette Perez, Gilford, Michael and Nadia Stewart, McAllen, Kathy Crump, Allison, Kathern Kristen, Carlos Villanueva.

The unanimous consensus of the Board was that all of the individuals present were not in favor of any increases to the budget. Several individuals expressed their opposition to any lake bank erosion projects. Comments were also made in opposition to the Off-Duty police services. Comparisons were made that Association fees were going down and District fees continued to increase. Comments were also heard as to the redundancy of multiple line items being related to the stormwater management system.

Ms. Wald asked multiple times if there were any further comments. A few more comments were heard regarding the opposition to the Off-Duty police services. Mrs. Perez followed by asking if there were any further comments. There were none.

A **MOTION** was made by Supervisor Milian, seconded by Supervisor Collazo and unanimously passed closing the public comment portion of the Public Hearing on the District's Fiscal Year 2025/2026 Final Budget and Assessments.

3. Consider Resolution No. 2025-06 – Adopting a Fiscal Year 2025/2026 Final Budget

Mrs. Perez presented Resolution No. 2025-06, entitled:

RESOLUTION NO. 2025-06

A RESOLUTION OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2025/2026 BUDGET.

Mrs. Perez read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2026/2026 final budget and the non-ad valorem special assessment tax roll (assessment levy).

Supervisor Penn Williams presented a handout for Board and those in attendance review (attached hereto). Supervisors Collazo and Corradini agreed with the reductions recommended by Supervisor Penn Williams.

Supervisor Milian elaborated on the reason for the need to raise assessments, indicating that the District had inherited a lot of responsibilities from the Association over the years and that reserves were not collected during that time and added that each time infrastructure was turned over it required substantial repair and/or replacement. Supervisor Fonte noted as an example the street lighting that was turned over to the District needed replacement and stated that there was a substantial amount of money that had to be added to the District Budget. Supervisor Fonte also noted that the lake bank project that was considered to be completed in phases as well as other projects that are being considered and will be necessary.

Supervisor Fonte asked that the District Engineer go over the presented costs, noting that the amounts provided on the budget are based on projected planned projects costs with the District Engineer's recommendations considering the age of the District's infrastructure and remaining life expectancy.

Mr. Alvarez went over the explanation for the storm drainage line items and the anticipated cost for repairs and maintenance, noting that removing the contingency from the budget was a significant risk for the District to take.

Supervisor Fonte reiterated that he recently found out that the Association would no longer maintain the trees that are located in the right-of-way, and he expressed concern about how the root systems of those trees could affect the pavement, the storm drainage system and other utilities negatively.

A discussion ensued regarding the redundancy of the stormwater management system line items. Mrs. Perez noted that a summary breakdown was provided to detail the amount of funds allocated in the budget and amounts being used per line item and added that it was at the Board's discretion whether they prefer to consolidate the line items into one.

Mr. Alvarez noted that the District was responsible for the maintenance clearance of up to 4 feet from the retention wall into the preserve area and provided an explanation as to why the clearance was necessary, noting the importance of the retention wall and addressing the Boards questions.

Supervisor Penn Williams recommended the following changes:

Reducing the "Contingency/Reserve" line-item by \$40,000 to \$60,000.

Zeroing out the "Contingency Item for DERM's Drainage Requests"

Zeroing out the "Retention Wall" line items and deferring it to the next budget.

Mr. Alvarez recommended that the "Stormwater Drainage Maintenance/Reserve" line item drop the word (Reserve); and that the Comment(s) section for this line item add "for Cleaning." He furthered that this line addresses the necessary repairs resulting from the exploration of the pipes that are now required to be cleaned and repairs.

Discussions ensued followed by:

A **MOTION** was made by Supervisor Penn Williams, seconded by Supervisor Collazo and passed unanimously adopting Resolution No. 2025-06, amended to reflect the following changes: reducing the “Contingency/Reserve” line-item to \$60,000; zeroing out the “Contingency Item for DERM’s Drainage Requests;” and zeroing out the “Retention Wall” line items.

The Public Hearing was then closed and the Special Board Meeting was reconvened.

J. ADMINISTRATIVE MATTERS

1. Financial Update

Mrs. Perez presented the financial statement through May 31, 2025, and indicated that available funds were \$1,253,990.23.

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

2. 2024 Form 1 – Statement of Financial Interests

Mrs. Perez reminded the Board that a completed 2024 Form 1 must be submitted prior to July 1, 2025, 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. She further noted that the Commission on Ethics had already sent emails providing each individual a link to complete this requirement, noting that the email was entitled “Official Notification to File Form 1, Statement of Financial Interests” from Ethics FDMS Info and advising that if anyone had any issues to call the Florida Commission on Ethics at 850-488-7864 or 1-800-262-8824.

K. BOARD MEMBER/STAFF COMMENTS/REQUESTS

Ms. Wald reminded the Board of the ethics training requirement and that it was the responsibility of the individual Board Member to complete said training prior to December 31, 2025.

Supervisor Alex Penn Williams stepped away from the meeting at approximately 4:53 p.m. and returned at approximately 4:56 p.m.

Supervisor Penn Williams recommended that the Board not meet on days when FASD meets or provides presentations. Ms. Wald clarified that attending the FASD meetings were voluntary, not a requirement, and that it was up to the Board to decide when to meet.

L. ADJOURNMENT

There being no further business to come before the Board, a **MOTION** was made by Supervisor Fonte, seconded by Supervisor Milian and passed unanimously adjourning the meeting at 6:21 p.m.

ATTESTED BY:

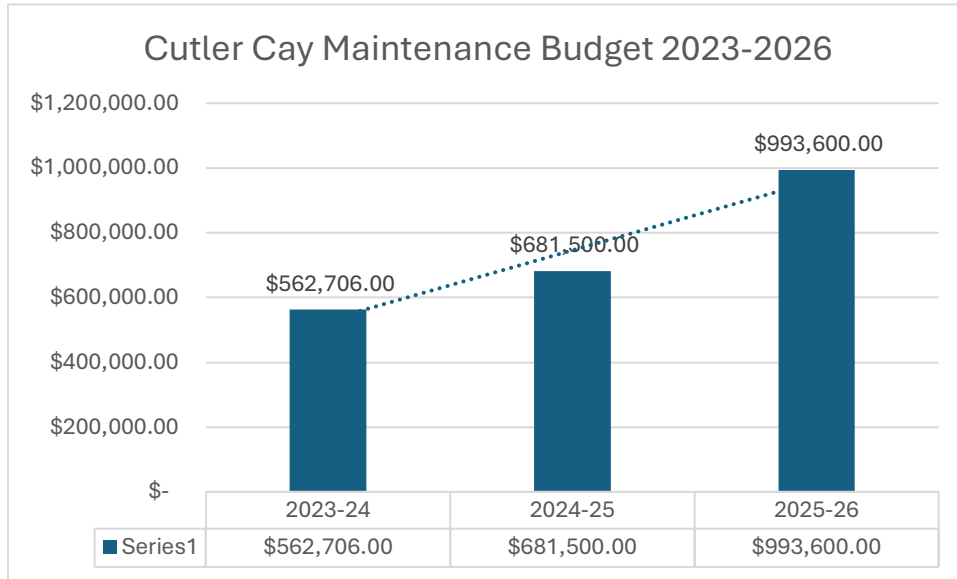
Secretary/Assistant Secretary

Chairman/Vice Chair

Cutler Cay CDD 2025/2026 Recommended Reductions to Maintenance Budget

Public Hearing for Proposed Cutler Cay CDD 2025-26 Proposed Budget

Presentation for the reduction of Maintenance Budget by Supervisor, Dr. Alexandra Penn Williams



Maintenance Budget Increases

- From 2023/24 to 2024/25: The maintenance budget increased by **21.1%**.
- From 2024/25 to 2025/26: The budget is proposed to increase by **45.8%**.
- Cumulative increase over three years: **76.6%**.

Comparison to Similar Special Districts in Miami-Dade

- Most Miami-Dade Community Development Districts (CDDs) and special assessment districts have experienced annual maintenance budget increases in the **5–10%** range in recent years, reflecting inflation, insurance, and infrastructure needs.

- For example, the Midtown Miami CDD’s maintenance and repairs budget increased by about **8%** from 2023 to 2024, and by approximately **6%** from 2024 to 2025.
- Countywide, Miami-Dade’s special districts typically keep annual increases for maintenance budgets below **15%** per year.

Key Takeaways

- **Cutler Cay’s maintenance budget increase of 76.6% over three years is significantly higher than the norm** for comparable special districts in Miami-Dade, where annual increases are usually in the single digits or low double digits.
- The largest jump is projected for 2025/2026, with a 45.8% increase, which is several times higher than the average for similar districts in the county.
- Such rapid escalation may reflect deferred projects, new regulatory requirements, or unique local needs, but it is well above the regional trend for CDDs and warrants careful review for sustainability and necessity.
- Below is a proposed plan for a **30% reduction** of the maintenance budget.

The 2025/2026 Cutler Cay CDD maintenance budget contains clear redundancies in contingency funding, particularly between the general Contingency/Reserve, the DERM-specific contingency, and the overlapping stormwater reserves and projects. Consolidating these lines would align with regional best practices and eliminate unnecessary budget padding, reducing resident assessments without compromising regulatory compliance or infrastructure upkeep.

Line Items from Proposed Maintenance Budget Cutler Cay CDD Fiscal Year 2025/2026

Maintenance Expense Line item	Contingency				Expense			
	2023/2024	2024/2025	2025/2026	% Increase	2023/2024	2024/2025	2025/2026	% Increase
Contingency Reserve	\$ 1,233.00	\$ 200,000.00	\$ 100,000.00	8012.10%				
Roads Maintenance Reserve	\$ 3,900.00	\$ 50,000.00	\$ 90,000.00	274.40%				
Stormwater Drainage Maintenance/ Reserve	\$ 15,490.00	\$ 40,000.00	\$ 58,000.00	274.40%				
Storm Water Drainage Repairs Project (Phase II)					\$ 61,988.00	\$ -	\$ 175,000.00	182.30%
Contingency Item for DERM's Drainage Request		\$ 120,000.00	\$ 100,000.00					

Maintenance Expense Line item	Contingency				Expense			
	2023/2024	2024/2025	2025/2026	% Increase	2023/2024	2024/2025	2025/2026	% Increase
Totals	\$ 98,101.00		\$ 681,000.00	1587.50%				
Total Storm Water Repairs, Maintenance and Contingency	\$ 77,478.00	\$ 160,000.00	\$ 333,000.00	329.80%				

The table provided and the official 2025/2026 Cutler Cay CDD budget show several line items related to contingency and reserves, particularly for stormwater and general maintenance. These include:

- **Contingency/Reserve**
- **Contingency Item for DERM's Drainage Request**
- **Stormwater Drainage Maintenance/Reserve**
- **Stormwater Drainage Repairs Project (Phase II)**

Identified Redundancies

1. General vs. Specific Contingencies

- The **Contingency/Reserve** line is a general-purpose reserve meant to cover unexpected expenses across all maintenance categories.

- The **Contingency Item for DERM's Drainage Request** is a separate, specific contingency set aside for regulatory compliance projects required by Miami-Dade's Department of Environmental Resource Management (DERM)¹.
- **Redundancy:** Both lines serve as reserves for unplanned or regulatory-required work, particularly for stormwater. In practice, most Miami-Dade CDDs fund DERM compliance from a single stormwater or general contingency line, not two separate allocations¹.

2. Stormwater Reserves vs. DERM Contingency

- The **Stormwater Drainage Maintenance/Reserve** and **Stormwater Drainage Repairs Project (Phase II)** are both dedicated to stormwater system upkeep and planned repairs.
- The **Contingency Item for DERM's Drainage Request** is also for stormwater, specifically for regulatory-driven improvements, but these are a subset of overall stormwater needs.
- **Redundancy:** Funding a large DERM-specific contingency in addition to both a stormwater reserve and a major repairs project results in overlapping allocations for the same infrastructure. This is not typical in comparable districts, where a single stormwater reserve covers both routine and regulatory needs¹.

3. Magnitude of Redundancy

- In 2025/2026, the combined contingency and stormwater-related lines total \$333,000, up from \$77,478 in 2023/2024—a 329.8% increase.
- The **Contingency/Reserve** line alone jumps from \$1,233 in 2023/2024 to \$100,000 in 2025/2026 (an 8,010% increase), while the DERM contingency remains at \$100,000.
- **Best Practice:** Most Miami-Dade CDDs consolidate such reserves, allocating a single contingency or stormwater reserve line, rarely exceeding 5–10% of the total maintenance budget for all contingencies combined.

Summary Table: Contingency Redundancies

<i>Line Item</i>	2025/2026 Budget	Redundant With	Notes
<i>Contingency/Reserve</i>	\$100,000	DERM Contingency, Stormwater Reserve/Repairs	General and stormwater overlap
<i>Contingency Item for DERM's Drainage Request</i>	\$100,000	Contingency/Reserve, Stormwater Reserve/Repairs	DERM is a subset of stormwater
<i>Stormwater Drainage Maintenance/Reserve</i>	\$58,000	DERM Contingency, Stormwater Repairs	All fund stormwater infrastructure
<i>Stormwater Drainage Repairs Project (Phase II)</i>	\$175,000	DERM Contingency, Stormwater Reserve	Major project for same system

Recommended Reduction of Redundancies

<i>Category</i>	2024– 2025 Budget	2024– 2025 Actual	2025– 2026 Proposed	Recommended Budget	Change	Reason for Change
<i>Contingency/Reserve</i>	\$200,000	\$3,375	\$100,000	\$60,000	-\$40,000	Consolidate with DERM contingency; align with Miami-Dade CDD norms (1–3% of budget).
<i>DERM's Drainage Contingency</i>	\$0	\$0	\$100,000	\$0	-\$100,000	Redundant with stormwater reserves and projects.
<i>Retention Wall</i>	\$0	\$0	\$80,000	\$0	-\$80,000	Defer to the next budget cycle.
<i>Total Reductions</i>					-\$220,000	

Key Takeaways

1. **Contingency/Reserve:** Reduced to \$60,000 (from \$100,000) to eliminate redundancy and align with regional norms.
2. **DERM's Drainage Contingency:** Fully removed; compliance needs covered by stormwater reserves and projects.
3. **Retention Walls:** Deferred for next budget cycle.

Impact on Maintenance Assessments per Owner - Total Savings: \$220,000

Lot Size	2024/2025 Assessment	2025/2026 Proposed	Increase per Owner as Proposed	2025/2026 Assessment w/ 220K Reduction	Increase w/ 220K Reduction	DELTA Savings w/ Reductions
60'	\$1,259	\$1,887	\$628	\$1,532	\$273	\$355
75'	\$1,259	\$1,887	\$628	\$1,532	\$273	\$355
125'	\$1,259	\$1,887	\$628	\$1,532	\$273	\$355

Key Takeaways

1. **Without Cuts:** Maintenance assessments will increase by **49.88%**, adding **\$628** annually per homeowner.
2. **With \$220,000 in Recommended Cuts:** Increases are reduced to **\$273**, resulting in an increase of **21.28%** annually per homeowner – a reduction of nearly **30%**.

Summary

With these budget reductions—including targeted contingency cuts and the deferral of non-urgent wall projects—the annual maintenance assessment increase for 2025/2026 is minimized by nearly 30%. This approach delivers significant financial relief, removes redundant and excessive allocations, and preserves funding for essential services and regulatory compliance, all while aligning the CDD's fiscal practices with Miami-Dade County standards.

**Interlocal Access Agreement for Local Government Publication of Legal
Advertisements and Public Notices on County Designated Website**

This Interlocal Agreement ("Agreement") is made and entered into by and between Miami-Dade County, Florida ("County"), a political subdivision of the State of Florida, and Cutler Cay Community Development District, a municipality, other unit of local government or other political subdivision in the State of Florida ("Local Government"). The parties to this agreement are solely the County and the Local Government (each a "Party," and collectively the "Parties").

RECITALS

A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and

B. Section 50.011 also provides that such advertisements and notices may instead be placed on a publicly accessible website, as provided in section 50.0311; and

C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

D. Pursuant to section 50.0311, the County has decided to designate a publicly accessible website – **legalads.miamidade.gov** - for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

TERMS

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are approved and incorporated herein.

2. Designation of Website. The County has designated **legalads.miamidade.gov** (“Website”) as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County’s notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the “Website” for purposes of this Agreement.

3. Utilization of Website. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County’s choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.

4. Term. The term of this Agreement shall commence upon the date it is fully executed by the Parties (“Effective Date”) and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.

5. Extensions. The County may extend this Agreement for two additional five-year terms (each an “Extension Term”) on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government’s use of the Website.

6. Compliance with Legal Requirements. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time (“Legal

Requirements”). The County shall have no responsibility for ensuring that the Local Government, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

7. County Actions are Ministerial. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.

8. Services Description. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.

9. Training. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.

10. Support. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.

11. Financial Responsibility. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government’s use of the Website, and any County administrative staff time required to facilitate Local Government’s use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local

Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Local Government shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation. If the Local Government fails to pay such fees and costs in a timely manner, the County may terminate the Local Government's access to the Website, and the County shall have no liability to the Local Government for such termination or lack of access due to non-payment.

12. Costs. The annual necessary software, maintenance, and support costs for each Local Government are estimated to be \$707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.

13. Reimbursable Expenses. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.

15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

16. Termination. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

18. Notices. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:

Miami-Dade County Communications and Customer Experience Department
ATTN: Inson Kim
111 NW 1st Street
Suite 2510
Miami, FL 33128

FOR LOCAL GOVERNMENT:

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

19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

20. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.

21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

22. Severability. If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

23. Third-Party Beneficiaries. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.

24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the

Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

25. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.

26. Representation of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.

27. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

28. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

COUNTY

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MIAMI-DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor or County Mayor's Designee, authorized to execute same by Board action on _____, and the Local Government, signing by and through its Clerk's Office, duly authorized to execute same.

MIAMI-DADE COUNTY, by and through
its County Mayor or County Mayor's Designee

By: _____

____ day of _____, 20____

LOCAL GOVERNMENT

LOCAL GOVERNMENT NAME: Cutler Cay Community Development District

ATTEST:

By: _____
Chairman or Vice Chairman

Gloria Perez, Secretary/Treasurer and
District Manager for the Cutler Cay
Community Development District

Print Name
11 day of August, 2025

Approved as to form
and legal sufficiency:



July 18, 2025
Revised 07/29/2025

Cutler Cay Community Development District
7755 SW 192nd St
Cutler Bay, FL 33157
C/O Ronald Galvis

SIDEWALK SAFETY EVALUATION



Florida Sidewalk Solutions
Catalina Cusano

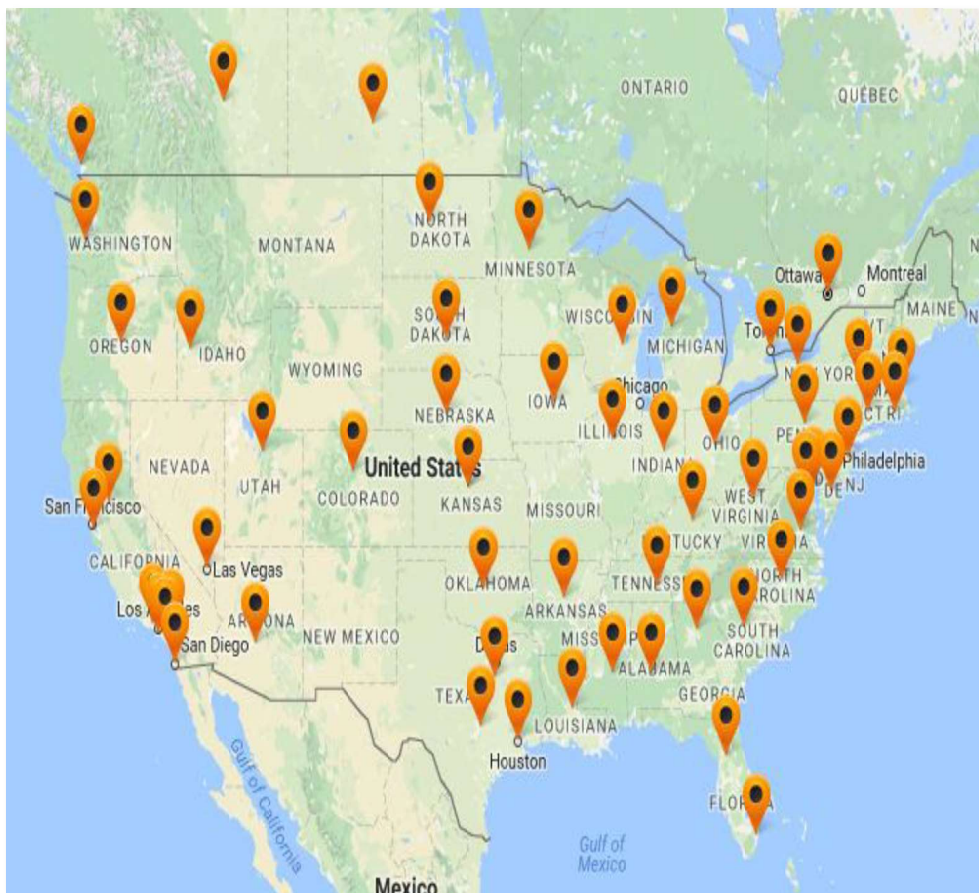
Catalina@FloridaSidewalkSolutions.com
Office: 954-514-7218

www.FloridaSidewalkSolutions.com



Cutler Cay Community Development District
7755 SW 192nd St
Cutler Bay, FL 33157
C/O Ronald Galvis

WHO WE ARE



Florida Sidewalk Solutions (FSS) is an affiliate of Precision Concrete Cutting, the global leader in Sidewalk Asset Management. FSS has been servicing South Florida since 2005, utilizing six U.S. patents awarded for trip hazard removal, equipment and technique.

U.S. Pat. No. 6,827,074
U.S. Pat. No. 7,000,606
U.S. Pat. No. 7,201,644

U.S. Pat. No. 6,896,604
U.S. Pat. No. 7,143,760
U.S. Pat. No. 7,402,095

Florida Sidewalk Solutions assesses thousands of miles of sidewalk infrastructure each year for both cities and communities using our proprietary Geographical Information Systems Surveying Technology. This technology provides the insight and knowledge our clients need to make data driven, well-informed decisions about repairing their uneven sidewalk trip hazards.



Cutler Cay Community Development District
7755 SW 192nd St
Cutler Bay, FL 33157
C/O Ronald Galvis

OUR PROMISE TO YOU...

Florida Sidewalk Solutions

Proprietary and
Patented Cutting
Technology to
repair trip hazards.



Our work is guaranteed to offer the following benefits:

- **Cost Savings** - Remove trip hazards at a fraction of the cost of other methods
- **ADA Compliance** - Approved and Compliant with ADA standards
- **Mapping Services** - GPS mapping integrated with Google Earth Map
- **Clean** - No mess left behind = Reduced resident complaints
- **Safety** - Decrease liability on your pedestrian SIDEWALKS by increasing safety
- **Low Impact** - Average removal time is less than 20 minutes per repair
- **Minimum Disruption** - No sidewalk closures or incidental costs
- **Full-Service Contractor** - Sidewalk Maintenance Program and Consultation Services

Before & After – Liability Removed



GRINDING VS. SAW CUT TECHNOLOGY

The biggest contrast between grinding and the Florida Sidewalk Solutions repair method is the quality, aesthetics, and ADA Compliance our patented saw-cutting offers.

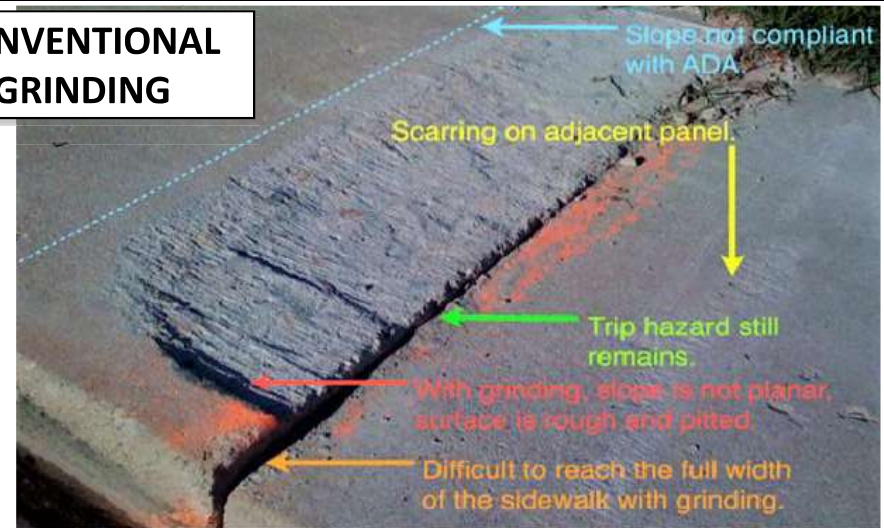
Grinding Limitations:

- Damages the concrete, breaks edges, knocks out aggregate
- Looks rough, unfinished, and highlights the uneven scarring
- Does not meet ADA slope requirements

FSS Advantage:

- Our finish is the **finest**
- Our slope meets **ADA specifications**
- Our sidewalks are the **safest**
- Our technique is the **fastest**
- Our service is the **best**

CONVENTIONAL GRINDING



FSS SAW CUTTING



Within scope of repair



Out of scope (replacement recommended)

TRIP HAZARD REPAIR MAP



SIDEWALK SURVEY RESULTS

Complete Survey Results :

- Trip Hazards Listed: **64** (selected by costumer)
- Repair Location: Cutler Cay Community Development District
- Trip Hazard Repair Quote: **\$4,238.51**

The above quote reflects a 10% discount detailed on the following page

We want to make sure you are aware that any lifted sidewalks above ¼ of an inch are considered a trip hazard according to guidelines of the ADA (American with Disabilities Act) specifications used by FSS when surveying. Please be advised that any remaining trip hazards on your property leaves you open to the liability of a trip and fall lawsuit and is unsafe for pedestrian traffic





July 18, 2025
Revised 07/29/2025

Cutler Cay Community Development District
7755 SW 192nd St
Cutler Bay, FL 33157
C/O Ronald Galvis

DISCOUNT OPTION

Proposed Sidewalk Trip Hazards Corrections - 64

Repair Quote

\$4,709.46

Pricing valid 90-days

***Quick Approval Incentive Offer**

\$4,238.51

10% Discount = \$470.95 Off

To approve by August 31, 2025

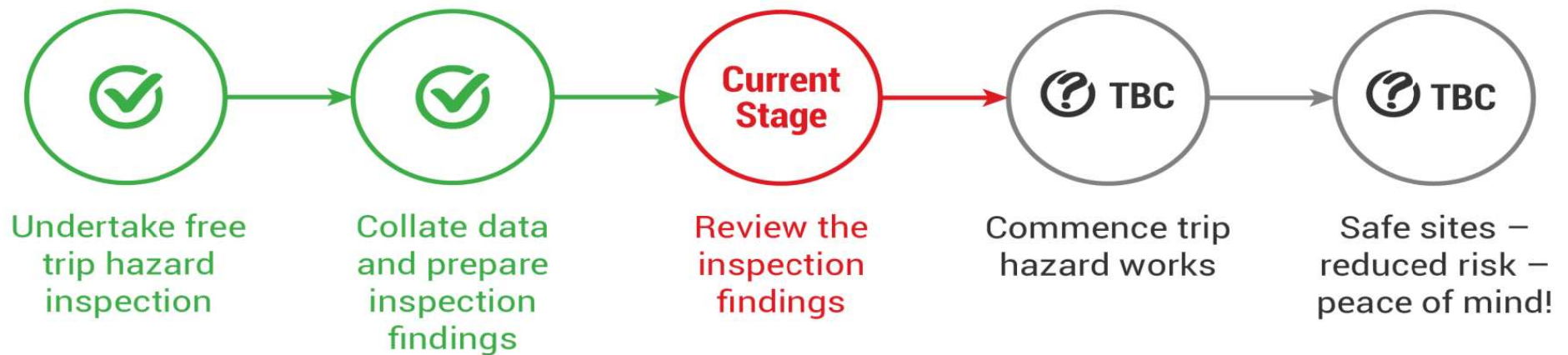
***QUICK APPROVAL DISCOUNT:**

- To take advantage of the **\$470.95 SAVINGS** approval must be received before **August 31 , 2025**. This prompt permission to move forward will ensure the numbers on the ground on each trip hazard do not fade away.

WHAT'S NEXT

Where are we at?

Inspection delivered - Recommendations Made – Awaiting Approval





Cutler Cay Community Development District
7755 SW 192nd St
Cutler Bay, FL 33157
C/O Ronald Galvis

Florida Sidewalk Solutions

ABOUT OUR WORK:

- Please note this survey in no way constitutes or guarantees the identification of every trip hazard on site. Therefore, the final determination of the work to be performed shall be the sole responsibility of the customer. Florida Sidewalk Solutions (FSS) removes only those trip hazards specifically requested by customers and therefore makes no guarantee or representation that the property is free of trip hazards after the project is completed.
- ALL jobs require a Florida Sidewalk Solutions signed Notice to Proceed / Contract for Patented – Saw Cutting Trip Hazard Removal in order to be scheduled. Any changes or additions are subject to contract document legal fees.
- Our work requires the use of generators; therefore, we cannot work in rainy conditions or with wet concrete.
- Florida Sidewalk Solutions does not remove or replace sidewalks. This property has nine locations that are beyond our scope of work and in need of replacement – see red pinpoints on map. Areas noted for replacement are recommendations only and are not included in this proposal. A list of replacement addresses / locations will be provided upon project approval. Replacements are the sole responsibility of the customer.
- Town of Davie Occupational license: #41998 /Broward County Occupational license: #329-30464
- Miami-Dade County Occupational license: #607999-0 /Certificate of Competency: E0600786 / Federal Tax ID: #56-2520955
- Certificate of Liability includes: General Liability=\$2,000,000/General Aggregate=\$2,000,000 / Automobile=\$1,000,000/ Worker's Comp=\$1,000,000 / Please let us know in advance if you need to be listed as a *Certificate Holder* on our policy.



FSS

Ronald Galvis
 Cutler Cay Community Development District
 7755 SW 192nd St
 Cutler Bay, FL 33157
 rgalvis@sdsinc.org
 7865031633
 Gated: Yes

Date: Jul 17, 2025
Survey #: 214375
User: MG
iPad: Mortisha

Detailed Sidewalk Repair List

Florida Sidewalk Solutions
 7051 SW 22nd CT
 Davie, FL 33317
 (954) 514-7218

Golf Cart or Gator Needed

Total Ln. Ft.
315

Revised 07/29/2025

No.	H1	H2	Lineal Feet	Location	Notes	Buttons
2	0.25	0.25	4	7841 SW 186th St	Common area golfcart or gator	
3	0.25	0.00	5	7841 SW 186th St	Common area golfcart or gator	
4	0.00	0.00	0	7837 SW 187th Ter	Damaged1 slab	Replace
5	0.25	0.00	5	7837 SW 187th Ter	Common area, golf cart or gator	Crack
6	0.25	0.25	5	7837 SW 187th Ter	Common area, golf cart or gator	
7	0.25	0.50	5	7837 SW 187th Ter	Common area, golf cart or gator	
8	0.00	0.00	0	18745 SW CT-78	Deep chips	Replace
9	0.25	0.25	5	18745 SW CT-78	Common area, golf cart or gator	
10	0.00	0.00	0	7841 SW 186th St	Too hollow at arch on entrance side 1 slab	Replace
11	0.25	0.25	5	7841 SW 186th St	Common areantranceside at arch golf cart or gator	
12	0.25	0.25	5	7841 SW 186th St	Common areantranceside at arch golf cart or gator	
13	0.25	0.25	5	7837 SW 187th Ter	Common area across from guard house golf cart or gator	
14	0.25	0.25	5	7837 SW 187th Ter	Common area across from guard house golf cart or gator	
15	0.00	0.00	0	7837 SW 187th Ter	Deep chip	Replace
16	0.00	0.25	5	18735 SW CT-78	Common area entrance side, light pole ahead on right golf cart or gator needed	
17	0.25	0.50	5	18735 SW CT-78	Common area entrance side, light pole ahead on right golf cart or gator needed	Recut
18	0.00	0.00	0	18745 SW CT-78	Slab missing piece on right	Replace
19	0.25	0.50	6	18745 SW CT-78	Common area entrance side, golf cart or gator needed	
20	0.50	0.25	5	18745 SW CT-78	Common area entrance side, golf cart or gator needed	
21	0.25	0.75	5	18755 SW CT-78	Common area entrance side, golf cart or gator needed	Recut
22	0.50	0.25	5	18755 SW CT-78	Common area entrance side, golf cart or gator needed	
23	0.25	0.25	5	18775 SW CT-78		
24	0.25	0.25	5	18775 SW CT-78		
25	0.25	0.50	5	18765 SW CT-78	Golf cart or gator	Recut
26	1.00	0.25	5	18765 SW CT-78	Golf cart or gator	
27	0.00	0.00	0	7783 SW 188th St	Damaged 2slabs	Replace
28	0.50	0.50	5	7779 SW 188th Ter	Golf cart or gator	Recut
29	0.50	0.50	5	7779 SW 188th Ter	Golf cart or gator	
30	0.25	0.25	5	7779 SW 188th Ter	Golf cart or gator	
31	0.25	0.25	5	7779 SW 188th Ter	Golf cart or gator	
32	1.00	0.25	5	7771 SW 188th Ter	Golf cart or gator	Recut
33	0.75	0.25	5	7771 SW 188th Ter	Golf cart or gator	
34	0.25	0.25	5	7745 SW 188th Ter	Golf cart or gator	
35	1.00	0.50	5	7745 SW 188th Ter	Golf cart or gator	
36	0.00	0.00	0	7745 SW 188th Ter	2slabs damaged	Replace
37	0.25	0.25	5	7751 SW 188th St	Golf cart gator	
38	0.25	0.00	5	7751 SW 188th St	Golf cart gator	
39	0.25	0.00	5	7719 SW 188th St	Golf cart gator	
40	0.50	0.25	5	7703 SW 188th St	Golf cart or gator	
41	0.25	0.25	5	7703 SW 188th St	Golf cart or gator	
42	0.25	0.50	5	18831 SW CT-77	Golf cart or gator just past meter in sidewalk	
43	0.25	0.00	5	18831 SW CT-77	Golf cart or gator	
44	0.25	0.25	5	18851 SW CT-77	Golf cart or gator	
45	0.25	0.25	5	18851 SW CT-77	Golf cart or gator	
46	0.75	0.75	5	18861 SW CT-77	Golf cart or gator	
47	0.00	0.00	0	18871 SW CT-77	Damaged	Replace
48	0.25	0.25	5	18871 SW CT-77	Golf cart or gator	
49	0.00	0.00	0	19046 SW 76th Ave	Too dqmaged	Replace
50	0.25	0.00	5	19046 SW 76th Ave	Too dqmaged	
51	1.00	0.75	5	19066 SW 76th Ave	Golf cart for gator	Recut
52	0.75	0.50	5	7633 SW 193rd St		Recut
53	0.25	0.25	5	7643 SW 193rd St		
54	0.00	0.25	5	7653 SW 193rd St	Gator or golf cart needed clubhouse to the right	
55	0.50	0.75	5	7653 SW 193rd St	Gator or golf cart needed clubhouse to the right	Recut
57	0.25	0.25	5	7713 SW 193rd St	Gator or golf cart needed clubhouse to the right	
58	0.75	0.50	5	7723 SW 193rd St	Gator or golf cart needed clubhouse to the right	
59	0.75	0.50	5	7743 SW 193rd St	Gator or golf cart needed clubhouse to the right	Recut
60	0.25	0.25	5	7767 SW 192nd St	Gator or golf cart needed playground to the right	Recut
61	0.25	0.50	5	7767 SW 192nd St		
62	0.00	0.25	5	7767 SW 192nd St		
63	0.50	0.25	5	7767 SW 192nd St		Next to Pavers
64	0.75	0.50	5	7783 SW 192nd St		Next to Pavers

65	0.25	0.25	5	19306 SW 78th Ave		Recut
66	0.25	0.25	5	7803 SW 193rd St	Common area	
67	0.25	0.25	5	7804 SW 193rd St	Common area	
68	0.25	0.00	5	7804 SW 193rd St		
69	1.00	0.25	5	19336 SW 78th Ave		Recut
70	0.50	0.25	5	19336 SW 78th Ave		Recut
71	0.25	0.25	5	19336 SW 78th Ave	Common re	
72	0.25	0.75	5	19365 SW 78th Pl	May be too hollow one of areas marked	
73	0.25	0.00	5	19365 SW 78th Pl	Common area drain on left	
74	0.25	0.00	5	19365 SW 78th Pl		
			315			



Notice to Proceed / Contract for Patented-Saw Cutting Trip Hazard Removal

THIS CONTRACT is made and entered into this 29th day of July 2025 by and between **Florida Sidewalk Solutions, LLC**, whose principal address is 7051 S.W. 22nd Court, Davie, Florida 33317, and Cutler Cay Community Development District, whose principal address is 7755 SW 192nd Street Cutler Bay, FL 33157 (herein referred to as "**Property Owner**"). Property Owner has retained Florida Sidewalk Solutions to perform services at the property located at 7755 SW 192nd Street Cutler Bay, FL 33157 (herein referred to as "**Project Location**").

1. DEFINITIONS

The following are the definitions of material terms used in this Contract:

(a) "Trip Hazard" is an uneven condition at the juncture between concrete slabs of a sidewalk which is characterized by a vertical change of over 1/4 inch or more.

(b) "Subterranean Conditions" are conditions below the ground's visible surface which can change the slope and levels of a sidewalk's concrete slabs. These conditions include but are not limited to tree roots and ground settling.

2. SCOPE OF WORK

Florida Sidewalk Solutions will remove 64 trip hazards at the Project Location. This task will be completed using a patented, ADA-compliant saw-cutting method. Please note this contract only reflects the removal of specific locations requested by the Board and/or Property Mgmt. Company. The customer acknowledges that said estimate was reviewed and approved and as such, does not constitute the removal of every trip hazard on site.

Florida Sidewalk Solutions will cut trip hazards at a slope of 1 to 12 ratio. Florida Sidewalk Solutions will reduce these trip hazards to a "0" vertical height. The patented saw will cut completely across the sidewalk's edges leaving a uniform finish. Florida Sidewalk Solutions cannot cut next to any pavers. Our patented saw cutting method is a horizontal saw cutting method and cutting next to any type of pavers would be considered "out of the scope" of our work. Florida Sidewalk Solutions does not replace sidewalks. Any areas noted in our estimate for replacement are only recommendations and are the sole responsibility of the customer. **Florida Sidewalk Solutions warrants our workmanship for a period of 90 days from the completion date.**

3. PRICING

64 Cuts at the Total Cost of \$4,238.51

Initial Deposit due prior to commencement is WAIVED

Balance Due at Completion of project is \$4,238.51

4. PAYMENT TERMS

Property Owner should make all checks payable to Florida Sidewalk Solutions, LLC.

Property Owner must pay the initial deposit prior to the start date. The Property Owner's remaining balance becomes due and owing thirty (30) days from the completion date. If the Property Owner fails to pay the remaining balance in full within thirty (30) days from the completion date, an additional 10% of the total contract price is added to the remaining balance.

If the Property Owner fails to pay the remaining balance in full within sixty (60) days from the completion date, an additional 20% of the total contract price is added to the remaining balance.

5. LIABILITY

5.1 LIMITATION OF LIABILITY

FLORIDA SIDEWALK SOLUTIONS SHALL NOT BE LIABLE FOR PROPERTY DAMAGES OR PERSONAL INJURY CAUSED BY (1) SUBTERRANEAN CONDITIONS OF THE PROJECT LOCATION WHICH ARISE NINETY DAYS OR MORE FROM FLORIDA SIDEWALK SOLUTIONS' COMPLETION OF ITS WORK, OR (2) ANY WILLFUL DAMAGES, NEGLIGENCE, ALTERATIONS OR REPAIRS OF THE PROJECT LOCATION BY THE PROPERTY OWNER, ITS EMPLOYEES, AGENTS, OR THIRD-PARTIES AFTER FLORIDA SIDEWALK SOLUTIONS COMPLETES ITS WORK.

5.2 INDEMNIFICATION

PROPERTY OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS FLORIDA SIDEWALK SOLUTIONS, ITS PARENT AND AFFILIATED COMPANIES, SUBSIDIARIES, AND ITS RESPECTIVE OWNERS, MEMBERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, ACTIONS, OR OTHER PROCEEDINGS, INCLUDING BUT NOT LIMITED TO ALL DAMAGES, LOSSES, LIABILITIES, JUDGEMENTS, COSTS, AND EXPENSES ARISING FROM ANY TRIP HAZARDS NOT LISTED ON ESTIMATE AND/OR INVOICE CUT SHEET.

5.3 INDEMNIFICATION

PROPERTY OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS FLORIDA SIDEWALK SOLUTIONS, ITS PARENT AND AFFILIATED COMPANIES, SUBSIDIARIES, AND ITS RESPECTIVE OWNERS, MEMBERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, ACTIONS, OR OTHER PROCEEDINGS, INCLUDING BUT NOT LIMITED TO ALL DAMAGES, LOSSES, LIABILITIES, JUDGEMENTS, COSTS, AND EXPENSES ARISING FROM ANY CONDITION(S) OF THE PROJECT LOCATION'S SIDEWALKS WHICH IS/ARE ARISING OUT OF (1) SUBTERRANEAN CONDITIONS AT THE PROJECT LOCATION WHICH ARISE NINETY DAYS OR MORE FROM FLORIDA SIDEWALK SOLUTIONS' COMPLETION OF ITS WORK, OR (2) ANY WILLFUL DAMAGES, NEGLIGENCE, ALTERATIONS OR REPAIRS OF THE PROJECT LOCATION BY THE PROPERTY OWNER, ITS EMPLOYEES, AGENTS, OR THIRD-PARTIES AFTER FLORIDA SIDEWALK SOLUTIONS COMPLETES ITS WORK.

5.4 EFFECT OF TERMINATION; SURVIVAL

FLORIDA SIDEWALK SOLUTIONS AND PROPERTY OWNER EXPRESSLY AGREE THAT THE RESPECTIVE OBLIGATIONS AND DUTIES SET FOR IN SECTIONS 5.1 AND 5.2 SHALL SURVIVE FLORIDA'S SIDEWALK SOLUTIONS' COMPLETION OF WORK AND THE TERMINATION OR EARLY TERMINATION OF THIS CONTRACT.

6. WEATHER CONDITIONS

FLORIDA SIDEWALK SOLUTIONS IS UNABLE TO WORK IN RAINY CONDITIONS OR WHEN THERE IS WET CONCRETE BECAUSE ITS WORK REQUIRES GENERATORS. FLORIDA SIDEWALK SOLUTIONS SHALL NOT BE RESPONSIBLE FOR OR LIABLE IN ANY WAY FOR DELAYS RESULTING FROM AN ACT OF GOD OR WEATHER CONDITION OUTSIDE OF ITS CONTROL.

7. BINDING EFFECT

This Contract shall be binding upon, and inures to the benefit of, the parties to this Contract and their respective successors and assigns.

8. ATTORNEY'S FEES

If any action in law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which the prevailing party may be entitled.

Florida Sidewalk Solutions

By: _____
Print Name: _____
Title: _____
Date: _____

Property Owner

By: _____
Print Name: _____
Title: _____
Date: _____

Cutler Cay CDD Sidewalk Slab Replacements

Felix Clean Services

Headley Construction

Southern Asphalt Eng.

Replace nine (9) 5x5 sidewalk concrete slabs/panels.

For specific locations please refer to the map (red flags) on Florida Sidewalks Solutions Proposal.

\$3,200.00

\$4,750.00

Price not provided on time.

If proposal is received, it will be brought to the meeting as a Hand-Out.

FELIX CLEAN SERVICES, LLC.

Office Phone: (786) 389-6522

Proposal/Contract

Customer & Address: Cutler Cay Community Development District
Old Cutler RD & SW 195st TER
Cutler Bay, FL

We hereby submit specifications and estimates for:

Replace nine (9) 5x5 Sidewalk Panels (Locations to be provided)	-----	\$ 3,200.00
Parts and labor	-----	\$ 3,200.00
7% Tax	-----	N/A
Grand total	-----	\$ 3,200.00

ACCEPTANCE OF PROPOSAL

Name (and Title): _____

Signature: _____

Date: _____

FELIX CLEAN SERVICES, LLC.: _____

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 1681
DATE 07/29/2025

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Project	Project; Cutler Cay Community	1	0.00	0.00T
	Demolition of 4" Concrete Sidewalk	Scope of work	1	2,000.00	2,000.00
		1. Demolition / disposal of 4" concrete sidewalk (9 Flags)			
	4" Concrete Sidewalk	2. Installation of new 4" concrete sidewalk (9 Flags)	1	2,750.00	2,750.00
		- Sidewalk closures included			

		SUBTOTAL			4,750.00
		TAX			0.00

		TOTAL			\$4,750.00

Accepted By

Accepted Date

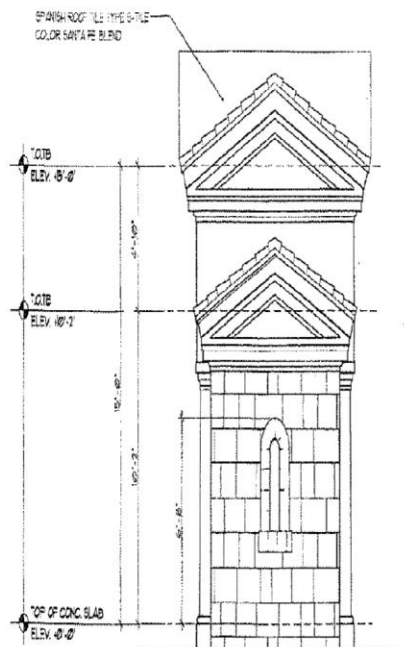
Cutler Cay CDD

Guardhouse Decorative Trim/Molding Replacement

Accents Fence & Construction	Keystone Precast & Columns	Royal Plastering
<p style="text-align: center;">Complete replacement of all exterior decorative trims on the guardhouse.</p> <p>Contractors were unanimous in concluding that repair is neither cost-effective nor reliable. Due to the fragility of the materials, the trims/moldings are likely to break during removal, making repairs impractical. Therefore, full replacement of all decorative trims/moldings was recommended.</p>		
<p>All vendors have indicated that repainting the exterior of the guardhouse may be necessary after the installation of the new decorative trims/moldings. These two (2) contractors do not include pain in their proposals.</p>		<p>This vendor already includes with its price the post project necessary painting and pressure cleaning to the guardhouse.</p>
\$11,848.00	\$17,888.00	\$22,800.00
<p><i>Upon submission of their proposal, this vendor disclosed that they do not carry Workers' Compensation Insurance, but are covered under an exemption based on the company's limited number of employees. Given the restricted pool of contractors who have submitted pricing for this project, their proposal is included for consideration despite this limitation.</i></p>		

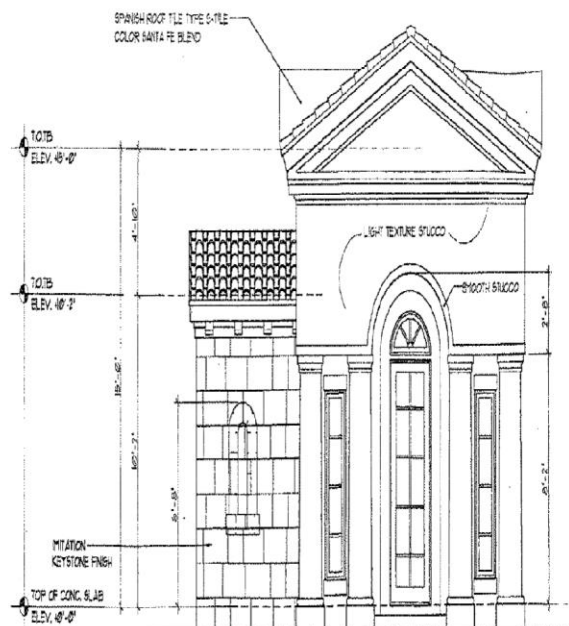
Jul 15, 2025 at 10:23:06 AM
Miami-Dade County





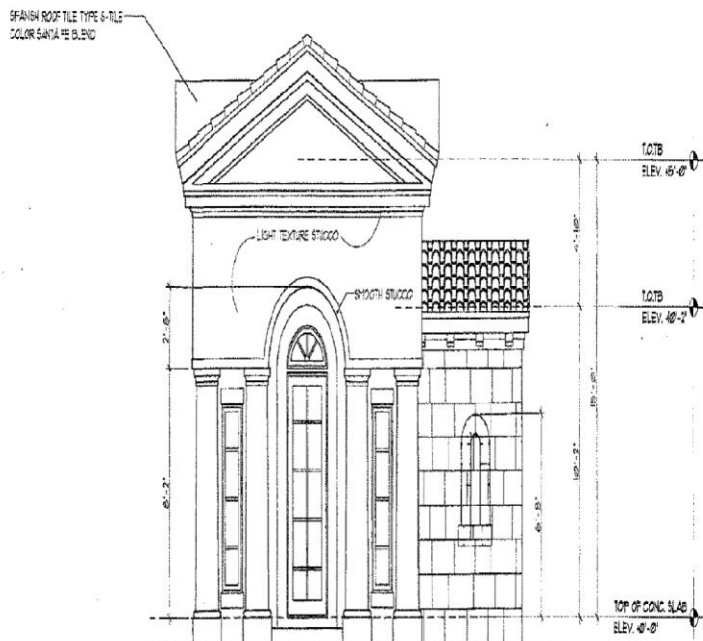
REAR ELEVATION

SCALE: 1/4" = 1'-0"



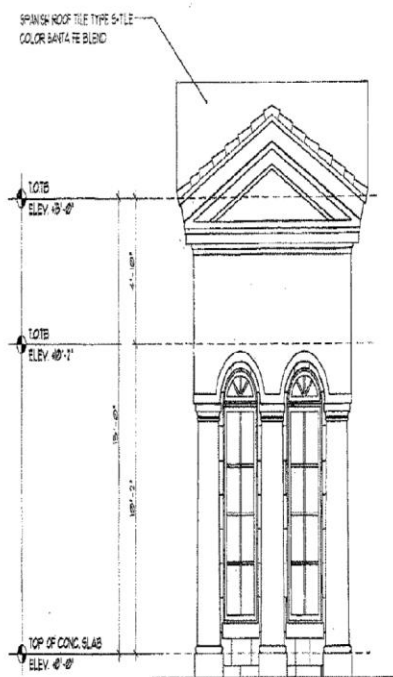
LEFT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

ESTIMATE

Accents Fence & Construction
1085 E 28th St
Hialeah, FL 33013

accentsfence@gmail.com
+1 (786) 452-2129



Bill to
Cutler Cay CDD

Ship to
18671 sw 78 av cutler bay fl 33157

Estimate details
Estimate no.: 1307
Estimate date: 07/28/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Molding con Radio		24	\$28.00	\$672.00
2.		Molding decorativa		162	\$23.00	\$3,726.00
3.		window sealds		70	\$25.00	\$1,750.00
4.		Column		30	\$140.00	\$4,200.00
5.		Remove	Removal and disposal of all trash	1	\$1,500.00	\$1,500.00
Total						\$11,848.00

Accepted date

Accepted by



"Fabricators and Installers
of Architectural Cast Stone"

Invoice

Keystone Precast & Columns Corp.
29630 SW 183rd Ct., Homestead, Florida 33030
Sales: 305-216-5375 Shop: 305-796-3392
e-mail: keystoneprecast122@hotmail.com

CUSTOMER
CUTLER CAY CDD
ADDRESS

ESTIMATE NO.
2025726

SHIPPING TERMS

DATE
7/25/2025

QTY	ELEVATION	DESCRIPTION	UNIT PRICE	TOTAL
65		7" WINDOW SILLS- REMOVE AND REPLACE	\$45.00	\$2,925.00
1		MOLD TO MATCH EXISTING	\$165.00	\$165.00
				\$0.00
194		5" MOLDING- REMOVE AND REPLACE	\$37.00	\$7,178.00
2		MOLD TO MATCH EXISTING	\$165.00	\$330.00
				\$0.00
22		5" ARCHED MOLDING- REMOVE AND REPLACE	\$40.00	\$880.00
1		MOLD TO MATCH EXISTING	\$165.00	\$165.00
				\$0.00
30		8"x 32" BALUSTERS	\$150.00	\$4,500.00
3		MOLD TO MATCH EXISTING	\$165.00	\$495.00
				\$0.00
1		DISPOSAL	\$1,250.00	\$1,250.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

SUBTOTAL	\$17,888.00
DEPOSIT	
TOTAL DUE	\$17,888.00
PAYMENT	

1. All Cast Stone uses 3 1/8 " Thick Steel Rebar.
2. Thank You For Your Business!
3. Make all checks payable to:
Keystone Precast & Columns, Corp.

Authorized by

Date



August 1, 2025

Office 305 256 1300
Fax 305 503 6849
16225 Sw 117th Ave • Bay 3
Miami, FL 33177
www.royalplastering.com



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

JOB NAME: Cutler Cay 78th Ave Guardhouse Repairs

Proposal

We hereby propose to furnish labor and materials necessary for the completion of:

- Removing existing precast moldings
- Hauling away demolition debris
- Installing glass fiber reinforced moldings (as per existing)
- Patching stucco around new moldings
- Pressure washing painted walls
- Applying two-coats Sherwin Williams SuperPaint (color scheme to remain the same)

Total: \$22,800.00

***NOTES*:**

- This price includes all labor and materials
- Scope of work to be completed between 7:00 A.M. - 5:00 P.M.

Eddy Michael Gil
Vice President
Royal Plastering Corp.

FELIX CLEAN SERVICES, LLC.

Office Phone: (786) 389-6522

Proposal/Contract

Customer & Address: Cutler Cay Community Development District
Old Cutler RD & SW 195st TER
Cutler Bay, FL

We hereby submit specifications and estimates for:

Supply and install new *Power Defender* variable speed 2.7hp pump. ----- \$ 2,800.00

This price includes all labor, old equipment and debris removal.

Warranty of one (1) year in parts and labor.

Parts and labor	-----	\$ 2,800.00
7% Tax	-----	N/A
Grand total	-----	\$ 2,800.00

ACCEPTANCE OF PROPOSAL

Name (and Title): _____

Signature: _____

Date: _____

FELIX CLEAN SERVICES, LLC.: _____

- Approved by Chairperson Mr. Fonte, on July 1st, 2025.
- Requested COIs must be provided before the commencement of any job.

Ronald Galvis
Ronald Galvis - Field Ops. Manager
Cutler Cay CDD



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

Proposal No. 2025-157
July 10, 2025

Cutler Cay Community Development District

Re: Relocate Electrical Panel (150amp 240volt)

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

1. Remove the existing electrical panel that controls the south gate and fountain.
2. Install a junction box to extend the main feeder wires to the new panel location. The junction box will be mounted on the wall with limited access due to property line restrictions.
3. Install a new breaker panel in the designated location. Reroute all underground branch circuits to the new location, including the 125A 240V feeder to the fountain panel.
4. Terminate all branch circuits in the new panel and connect them to the appropriate breakers.
5. Check voltage and load in each branch circuit after completion.

Included:

1. Preparation of electrical drawings.
2. Submit electrical permit with the city of Cutler Bay.
3. Meet the inspector at the job site for Rough and Final inspection.

Not Included:

1. Electrical permit cost – this will be invoiced separately at direct cost.
2. Relocate the Rain Bird sprinkler control box will be Paid by Others.

Notes:

1. Proposal expires in 30 days.
2. Power to the gate and fountain will be shut off during the work for approximately two days.
3. Work will be performed in regular hours.
4. Any additional work requests it by the inspector will be addressed through a Change Order.

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

-----\$6,000.00-----

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

Date _____

Date July 16, 2025

Authorized Signature

First Choice Electrical of Miami, Corp.
Rolando Bouza XEC-13009670

-Approved by Chairperson Mr. Fonte on July 17th, 2025.

-Requested COIs must be provided before the commencement of any job.

Ronald Galvis

Ronald Galvis - Field Operations Manager

Cutler Cay CDD

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 1680
DATE 07/29/2025

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Project	Project; Cutler Cay Community	1	0.00	0.00T
	Asphalt Pavement Installation	Scope of Work - installation of cold patch asphalt at entrance of community where a pothole has opened up	1	250.00	250.00
SUBTOTAL					250.00
TAX					0.00
TOTAL					\$250.00

Accepted By

Accepted Date

- APPROVED on July 29th, 2025.
- Requested COIs must be provided before the commencement of any job.

Ronald Galvis
Ronald Galvis - Field Operations Manager
Cutler Cay CDD





PROPOSAL

Tel 786-694-0709

E-mail: operations@raptorvac.com

STORMWATER DRAIN MAINTENANCE

PROPOSAL SUBMITTED TO: Cutler Cay CDD % SDS, Inc.	PROJECT NAME: Cutler Cay CDD
BUSINESS ADDRESS: 2501A Burns Road, Palm Beach Gardens, FL	PROJECT LOCATION: 7755 SW 192nd St, Cutler Bay, FL 33157
CONTACT: Management	DATE: July 30, 2025

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 complete installation of baffles at structures SD-16C and SD-16B. Supply and install.

COST: We propose to conduct this work in accordance with the above Scope of Work for the sum of \$726.00.

Seven Hundred Twenty Six Dollars and 00/100 Cents

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:

Gloria Perez

Authorized Representative's Signature

July 30, 2025

Date of Acceptance

Approved pursuant to the Terms of the existing Storm
Drain Maintenance - Class V Requirements Agreement
Dated February 7, 2025.

Cutler Cay
Community Development District

**Financial Report For
July 2025**

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
JULY 2025**

	Annual Budget 10/1/24 - 9/30/25	Actual Jul-25	Year To Date Actual 10/1/24 - 7/31/25
REVENUES			
Administrative Assessments	111,781	0	117,623
Maintenance Assessments	721,164	0	719,706
Debt Assessments - 2021 Refunding	773,141	0	771,640
Other Revenue	0	0	0
Interest Income	1,200	0	39,408
Total Revenues	\$ 1,607,286	\$ -	\$ 1,648,377
ADMINISTRATIVE EXPENDITURES			
Supervisor Fees	7,000	0	5,600
Payroll Taxes (Employer)	560	0	515
Management	33,348	2,779	27,790
Secretarial	4,200	350	3,500
Legal	20,000	0	18,585
Assessment Roll	7,500	0	0
Audit Fees	3,500	3,600	3,600
Arbitrage Rebate Fee	650	0	0
Insurance	15,000	0	13,931
Legal Advertisements	2,500	563	1,918
Miscellaneous	3,750	144	1,679
Postage	700	55	737
Office Supplies	1,400	39	906
Dues & Subscriptions	175	0	175
Trustee Fee	4,200	0	4,139
Continuing Disclosure Fee	350	0	0
Website Management	2,000	165	1,667
Bank Service Charges	0	0	1,138
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 106,833	\$ 7,695	\$ 85,880
TOTAL MAINTENANCE EXPENDITURES (Details On Page 2)	\$ 681,500	\$ 43,777	\$ 287,560
Total Expenditures	\$ 788,333	\$ 51,472	\$ 373,440
Revenues Less Expenditures	\$ 818,953	\$ (51,472)	\$ 1,274,937
2021 Bond Refinancing Payments	(726,753)	0	(737,890)
Balance	\$ 92,200	\$ (51,472)	\$ 537,047
County Appraiser & Tax Collector Fee	(30,733)	0	(15,523)
Discounts For Early Payments	(61,467)	0	(54,627)
Excess/ (Shortfall)	\$ -	\$ (51,472)	\$ 466,897
Carryover From Prior Year	0	0	0
Net Excess/ (Shortfall)	\$ -	\$ (51,472)	\$ 466,897
Bank Balance As Of 7/31/25	\$ 2,002,858.98		
Accounts Payable As Of 7/31/25	\$ 102,185.32		
Accounts Receivable As Of 7/31/25	\$ 1,200.00		
Security Deposit As Of 7/31/25	\$ -		
Reserve For Project Loan Payment As Of 7/31/25	\$ 140,425.00		
Reserve For Roads Maintenance As Of 7/31/25	\$ 241,000.00		
Reserve For Stormwater Drainage As Of 7/31/25	\$ 98,000.00		
Reserve For Pipe Repairs Project As Of 7/31/25	\$ 208,000.00		
Reserve For Lake Bank Erosion Project As Of 7/31/25	\$ 24,811.00		
Available Funds As Of 7/31/25	\$ 1,189,637.66		

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT - MAINTENANCE
JULY 2025**

	Annual Budget	Actual	Year To Date Actual
MAINTENANCE EXPENDITURES	10/1/24 - 9/30/25	Jul-25	10/1/24 - 7/31/25
Contingency/Reserve	200,000	0	6,750
Lakes Maintenance	12,000	619	6,490
Roads Maintenance/Reserve	50,000	0	32,812
Stormwater Drainage/Reserve	40,000	0	14,476
Stormwater Drainage System Pipe Repairs Project-Phase 2	0	0	0
Field Operations	12,000	1,000	10,000
Traffic Enforcement	0	1,382	7,927
Walls & Wall Fountain Maintenance	30,000	3,700	15,300
Sidewalk Maintenance/Repairs	15,000	0	0
Engineering/Inspections	45,000	6,004	36,036
Street Signage	5,000	0	1,202
Lake Fountain Maintenance	15,000	0	0
Entry Features Maintenance	15,000	13,175	13,725
Guardhouse Exterior Maintenance	10,000	0	4,015
Water & Sewage	2,500	0	215
FPL - Electrical Utility	110,000	9,497	94,955
Retention Wall Maintenance	0	0	1,750
Lake Bank Erosion Restoration Project	0	8,400	33,844
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	\$ 43,777	\$ 287,560

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

	<u>Oct 24 - July 25</u>	<u>24/25 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
363.100 · Administrative Assessments	117,622.69	111,781.00	5,841.69	105.23%
363.101 · Maintenance Assessments	719,706.10	721,164.00	-1,457.90	99.8%
363.810 · Debt Assessments	771,640.31	773,141.00	-1,500.69	99.81%
363.820 · Debt Assessment - Pd To Trustee	-737,889.67	-726,753.00	-11,136.67	101.53%
363.830 · Cty Appraiser & Tax Coll Fee	-15,523.53	-30,733.00	15,209.47	50.51%
363.831 · Discounts For Early Payments	-54,626.85	-61,467.00	6,840.15	88.87%
369.401 · Interest Income	39,407.66	1,200.00	38,207.66	3,283.97%
Total Income	840,336.71	788,333.00	52,003.71	106.6%
Expense				
511.822 · DERM Req SW Quality Improvement	8,062.50	120,000.00	-111,937.50	6.72%
511.823 · Lake Bank Erosion Rest Project	33,844.07	0.00	33,844.07	100.0%
511.827 · Traffic Enforcement	7,926.75	0.00	7,926.75	100.0%
511.758 · FPL - Electrical	94,955.34	110,000.00	-15,044.66	86.32%
511.756 · Water & Sewage	214.76	2,500.00	-2,285.24	8.59%
511.754 · Guardhouse Exterior Maintenance	4,015.00	10,000.00	-5,985.00	40.15%
511.753 · Entry Feature Maintenance	13,724.76	15,000.00	-1,275.24	91.5%
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	515.15	560.00	-44.85	91.99%
511.131 · Supervisor Fee	5,600.00	7,000.00	-1,400.00	80.0%
511.301 · Lakes Maintenance	6,490.00	12,000.00	-5,510.00	54.08%
511.302 · Roads Maintenance/Reserve	32,811.50	50,000.00	-17,188.50	65.62%
511.303 · Stormwater Drainage/Reserve	14,476.25	40,000.00	-25,523.75	36.19%
511.304 · Field Operations	10,000.00	12,000.00	-2,000.00	83.33%
511.305 · Contingency/Reserve	8,500.00	200,000.00	-191,500.00	4.25%
511.306 · Walls-Wall Fountain Maintenance	15,300.00	30,000.00	-14,700.00	51.0%
511.310 · Engineering/Inspections	36,035.80	45,000.00	-8,964.20	80.08%
511.311 · Management Fees	27,790.00	33,348.00	-5,558.00	83.33%
511.312 · Secretarial Fees	3,500.00	4,200.00	-700.00	83.33%
511.315 · Legal Fees	18,585.00	20,000.00	-1,415.00	92.93%
511.318 · Assessment/Tax Roll	0.00	7,500.00	-7,500.00	0.0%
511.320 · Audit Fees	3,600.00	3,500.00	100.00	102.86%
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	1,918.43	2,500.00	-581.57	76.74%
511.512 · Miscellaneous	2,818.59	3,750.00	-931.41	75.16%
511.513 · Postage and Delivery	736.68	700.00	36.68	105.24%
511.514 · Office Supplies	906.10	1,400.00	-493.90	64.72%
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	1,666.60	2,000.00	-333.40	83.33%
Total Expense	373,439.75	788,333.00	-414,893.25	47.37%
Net Ordinary Income	466,896.96	0.00	466,896.96	100.0%
Net Income	466,896.96	0.00	466,896.96	100.0%

**CUTLER CAY CDD
TAX COLLECTIONS
2024-2025**

#	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 - Bond Assessment Income (Before Discounts & Fees)	Admin Assessment Income (After Discounts & Fees)	Maint Assessment Income (After Discounts & Fees)	Debt - Bond Assessment Income (After Discounts & Fees)	Debt - Bond Assessment Paid to Trustee
									\$ 1,606,090	\$ 111,781	\$ 721,165	\$ 773,144	\$ 111,781	\$ 721,165	\$ 773,144	
									\$ 1,515,086	\$ 106,833	\$ 681,500	\$ 726,753	\$ 106,833	\$ 681,500	\$ 726,753	\$ 726,753
1	1	Miami-Dade Tax 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	\$ 432,184.05
2	2	Miami-Dade Tax 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	\$ 71,392.45
3	3	Miami-Dade Tax Collector	11/26/24	NAV Taxes	\$ 96,010.14		\$ (921.70)	\$ (3,840.37)	\$ 91,248.07	\$ 6,682.29	\$ 43,108.55	\$ 46,219.30	\$ 6,350.82	\$ 40,970.40	\$ 43,926.85	\$ 43,926.85
4	4	Miami-Dade Tax Collector	12/31/24	NAV Taxes	\$ 28,268.10		\$ (268.37)	\$ (1,431.36)	\$ 26,568.37	\$ 1,967.46	\$ 12,692.38	\$ 13,608.26	\$ 1,849.16	\$ 11,929.20	\$ 12,790.01	\$ 12,790.01
5	5	Miami-Dade Tax Collector	01/10/25	NAV Taxes	\$ 71,618.92		\$ (695.40)	\$ (2,077.67)	\$ 68,845.85	\$ 4,984.67	\$ 32,156.90	\$ 34,477.35	\$ 4,791.66	\$ 30,911.80	\$ 33,142.39	\$ 33,142.39
6	6	Miami-Dade Tax Collector	12/19/24	NAV Taxes	\$ 57,715.63		\$ (555.35)	\$ (2,180.81)	\$ 54,979.47	\$ 4,017.01	\$ 25,914.32	\$ 27,784.30	\$ 3,826.57	\$ 24,685.79	\$ 26,467.11	\$ 26,467.11
7	7	Miami-Dade Tax Collector	02/07/25	Interest		\$ 734.97			\$ 734.97	\$ 734.97			\$ 734.97			\$ -
8	8	Miami-Dade Tax Collector	02/12/25	NAV Taxes	\$ 41,469.45		\$ (406.41)	\$ (829.42)	\$ 40,233.62	\$ 2,886.28	\$ 18,619.78	\$ 19,963.39	\$ 2,800.25	\$ 18,064.90	\$ 19,368.47	\$ 19,368.47
9	9	Miami-Dade Tax 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	\$ 9,703.49
10	Int -1	Miami-Dade Tax Collector	03/21/25	Interest		\$ 942.45			\$ 942.45	\$ 942.45			\$ 942.45			\$ -
11	10	Miami-Dade Tax 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	\$ 36,655.38
12	11	Miami-Dade Tax Collector	05/13/25	NAV Taxes	\$ 29,572.06		\$ (295.73)	\$ (0.01)	\$ 29,276.32	\$ 2,774.99	\$ 12,931.95	\$ 13,865.12	\$ 2,747.22	\$ 12,802.63	\$ 13,726.47	\$ 13,726.47
13	12	Miami-Dade Tax Collector	05/21/25	Interest		\$ 311.40			\$ 311.40	\$ 311.40			\$ 311.40			\$ -
14	13	Miami-Dade Tax Collector	06/11/25	NAV Taxes	\$ 19,805.09		\$ (198.05)	\$ -	\$ 19,607.04	\$ 1,871.70	\$ 8,654.44	\$ 9,278.95	\$ 1,852.98	\$ 8,567.90	\$ 9,186.16	\$ 9,186.16
15	14	Miami-Dade Tax Collector	06/25/25	NAV/Interest (TC)	\$ 61,577.22	\$ 2,770.93	\$ (643.48)	\$ -	\$ 63,704.67	\$ 7,056.71	\$ 27,648.17	\$ 29,643.27	\$ 6,986.14	\$ 27,371.69	\$ 29,346.84	\$ 29,346.84
16									\$ -							\$ -
17									\$ -							
18									\$ -							
					\$ 1,604,209.35	\$ 4,759.75	\$ (15,523.53)	\$ (54,626.85)	\$ 1,538,818.72	\$ 117,622.69	\$ 719,706.10	\$ 771,640.31	\$ 112,702.10	\$ 688,226.95	\$ 737,889.67	\$ 737,889.67

Total Roll = \$1,606,090.64

Admin: \$111,781.75
Maint: \$721,165.25
Debt-Bond: \$773,143.64
Total \$1,606,090.64

Collections

99.88%

Note: \$1,606,090, \$111,781, \$721,165 and \$773,144 are 2024/2025 Budgeted assessments before discounts and fees.

Note: \$1,515,086, \$106,833, \$681,500 and \$726,753 are 2024/2025 Budgeted assessments after discounts and fees.

\$ 1,608,969.10	\$ 1,538,818.72
\$ (719,706.10)	\$ (688,226.95)
\$ (117,622.69)	\$ (112,702.10)
\$ (771,640.31)	\$ (737,889.67)
\$ -	\$ -

June 25, 2025

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 2025 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 2. 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 on September 30, 2025 (the "2021 Agreement"). On June 10, 2024, the CDD and the HOA entered into a new 2-year, renewable maintenance agreement with a commencement date of October 1, 2025, when the 2021 agreement expires (the "2024

Agreement”). The maintenance responsibilities of the CDD and HOA described in the 2024 agreement are summarized in the table below:

Maintenance Responsibilities of CDD-Owned Facilities.				
(Refer to Exhibit 2 for Location)				
Tract ID	Acreage	CDD Ownership	Improvements Maintenance Responsibility	
			CDD	HOA
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,	Drainage, Retaining Perimeter Wall and Fence on the East Side of the Tract.	Landscaping, Irrigation.

Maintenance Responsibilities of CDD-Owned Facilities.				
(Refer to Exhibit 2 for Location)				
Tract ID	Acreage	CDD Ownership	Improvements Maintenance Responsibility	
			CDD	HOA
		Landscaping, Irrigation.		
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,	-	Landscaping, Irrigation.

Maintenance Responsibilities of CDD-Owned Facilities.				
(Refer to Exhibit 2 for Location)				
Tract ID	Acreage	CDD Ownership	Improvements Maintenance Responsibility	
			CDD	HOA
		Irrigation.		
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, Lighting, Landscaping and Irrigation.

The roads and related 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.

The CDD has entered into an agreement with Landshore Enterprises to restore three segments of the lake shore totaling approximately 665 Linear Feet.

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

We think that for Fiscal Year 2025-2026, the District proposed amounts for field maintenance expenditures are adequate to properly maintain, repair and operate the public infrastructure for which the District is currently responsible in 2025-2026. (Refer to [Financials – Cutler Cay Community Development District](#) for the FY 2025-2026 Proposed Budget).

b. District Roads

The FY 2025-2026 budget takes into consideration the recommendation of creating a sinking fund to finance the future capital expense of milling and resurfacing the pavement and pavement markings of the District roads at the end of their service life, which is estimated to be in 11 years for the pavement and 5 for the pavement markings.

The table below provides an estimate of the future replacement costs and the estimated minimum annual contributions over the remaining service life to fund the future expenses, taking into consideration that as of this year, the District has accumulated about \$241,000 in reserves for such purpose, as reported by the District Manager to the District Engineer.

ESTIMATE OF COSTS FOR RESURFACING ROADS IN "n" YEARS									
Analysis and Annuity Recommendation									
Pavement Service Life (30 Years Estimated)		Present Year	Remaining Service Life (Yrs)	Present Year Cost (PC) of Pavement Replacement (Mill and Resurface 3/4" Thick)			Future Replacement Cost @ End of Service Life* For 2.5% Inflation Rate (r)	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)
From	To		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)- \$241K in Reserve	$FC = (PC)(1+r/100)^n$	(i)	$FCi/((1+i)^n - 1)$
PAVEMENTS									
2006	2036	2025	11	76,450	\$10.00	\$523,500	\$686,877	0.25%	\$61,667
PAVEMENT MARKINGS AND SIGNING									
2020	2030	2025	5	76,450	\$2.50	\$191,125	\$216,240	0.25%	\$43,032

c. Stormwater Management System

The FY 2025-2026 budget takes into consideration the suggested creation of a 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 be serviced. The tables below show the estimated amount that would need to be budgeted yearly to service the 325 drainage structures, the 18,680 Linear Feet of pipes and replacement of damaged baffles in the District.

5-YEAR CYCLE ESTIMATE OF YEARLY COSTS FOR SERVICING THE STORMWATER DRAINAGE									
Total No. Structures in CDD	Total LF Pipes	No. Structures with Pipes Serviced per Year					Avg. Cost/EA Structure. Assume 2.5% Annual Inflation Rate ⁽¹⁾	Avg. Cost/LF Pipe. Assume 2.5% Inflation Rate ⁽²⁾	Total Budget Amount Per Year
		Year 1 (2025)	Year 2 (2026)	Year 3 (2027)	Year 4 (2028)	Year 5 (2029)			
325	18680	65					\$230.00	\$6.75	\$40,200
			65				\$236.00	\$6.92	\$41,200
				65			\$242.00	\$7.09	\$42,300
					65		\$248.00	\$7.27	\$43,300
						65	\$254.00	\$7.45	\$44,400

⁽¹⁾ Includes the cost of vacuuming the sump of the drainage structure and the cost of removing and reinstalling the baffle if there are baffle, and the if the baffle is in good condition.

⁽²⁾ Includes the cost of pressure spraying and videoing the pipes and of dewatering with plugs at the end of the pipes when the pipes are submerged.

5-YEAR CYCLE ESTIMATE OF YEARLY COSTS FOR BAFFLE REPLACEMENTS							
Estimated Number of Baffles to be Replaced ⁽¹⁾	No. Structures with Pipes Serviced per Year					Estimated Cost Per Baffle For 2.5% Inflation Rate	Total Budget Amount Per Year
	Year 1 (FY 25-26)	Year 2 (FY 26-27)	Year 3 (FY 27-28)	Year 3 (FY 28-29)	Year 2 (FY 29-30)		
69	14					\$600	\$8,400
		14				\$615	\$8,700
			14			\$630	\$8,900
				14		\$646	\$9,100
					13	\$662	\$8,700

⁽¹⁾ The estimate assumes that 25% of the 176 baffles in the District will need replacement in the next five years.

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. 100124030, for the period between October 1, 2024, and October 1, 2025. The District has budgeted enough funds to cover the \$13,931 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.

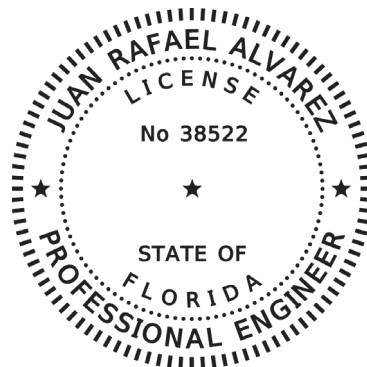
If you have any questions, please do not hesitate to contact us at 305-640-1345 or at Alvarez@Alvarezeng.com.

Sincerely,
Alvarez Engineers, Inc.

Juan R
Alvarez

Digitally signed by
Juan R Alvarez
Date: 2025.06.25
13:58:10 -04'00'

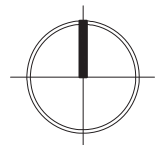
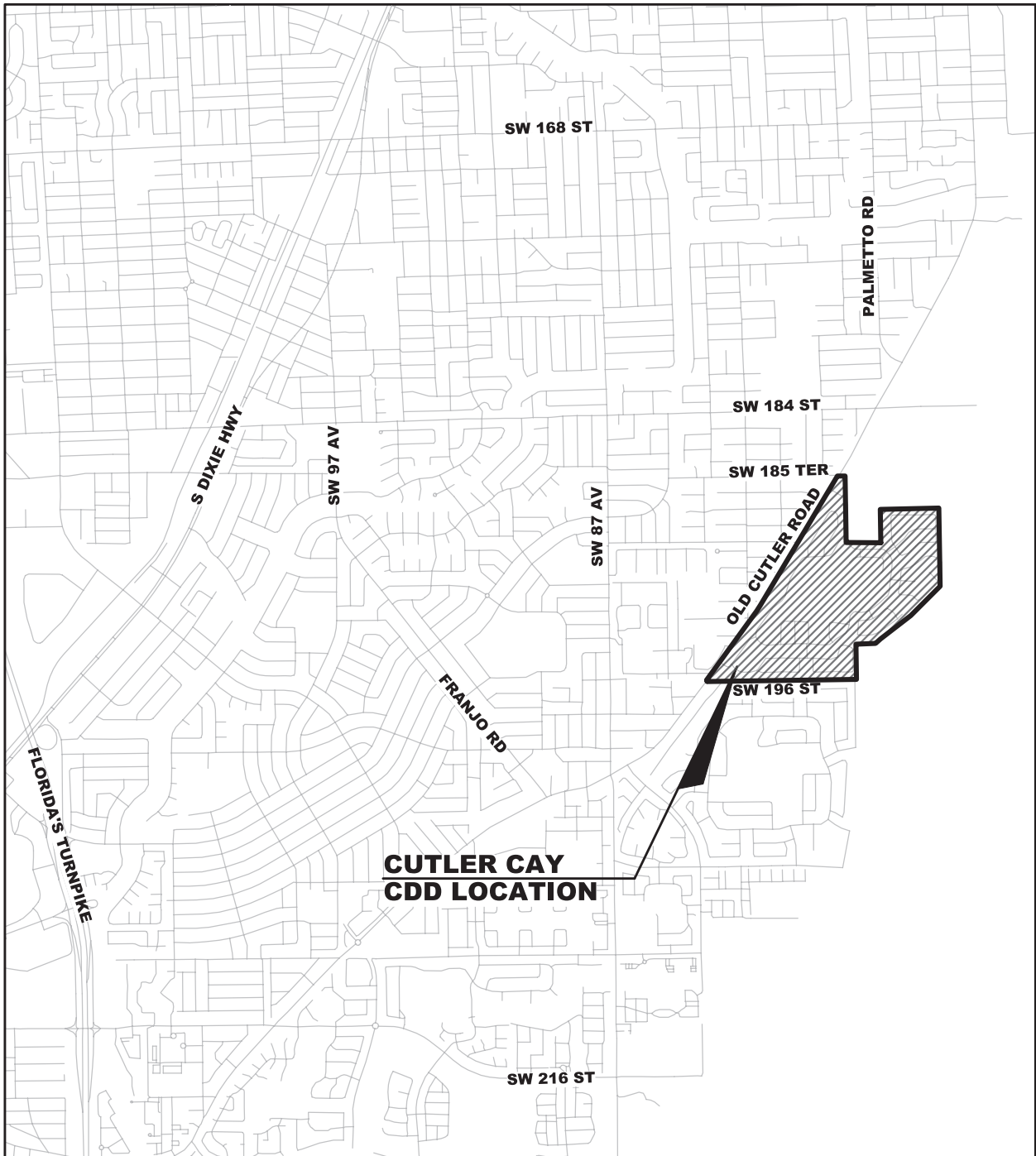
Juan R. Alvarez, PE
District Engineer
Date: June 25, 2025



This item has been digitally signed and sealed by Juan R. Alvarez, PE on June 25, 2025.

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

cc. Michael Pawelczyk, District Counsel, mjp@bclmr.com



0 500' 1500' 3000'

ALVAREZ ENGINEERS, INC.

**CUTLER CAY CDD
LOCATION MAP**

EXHIBIT 1



LEGEND:



TRACT "A" (PB 162, PG 23)
FOLIO: 36-6003-034-5060
(QCD ORB 26735, PG 1455)
CATEGORY: ROAD



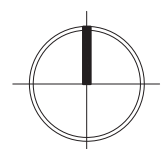
TRACTS "B" AND "C" (PB 162, PG 23)
FOLIO: 36-6003-034-5070
(QCD ORB 26735, PG 1455)
CATEGORY: STORMWATER MANAGEMENT SYSTEM



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



0 100' 400' 650'

ALVAREZ ENGINEERS, INC.

CUTLER CAY CDD

CDD LAND OWNERSHIP AND EASEMENTS

EXHIBIT 2

Page 9

Page 65

MEMORANDUM

TO: District Manager

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

DATE: June 30, 2025

RE: 2025 Legislative Update

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

1. Chapter 2025 – 195, Laws of Florida (SB 268). The legislation creates a new public records exemption under section 119.071(4)(d)6., F.S., for certain personal identifying and locating information of specified state and local officials, members of Congress, and their family members. Specifically, the exemption applies to the partial home addresses and telephone numbers of current congressional members, public officers, their adult children and spouses. To assert the exemption, the public officer or congressional member, their family members, or employing agencies must submit a written, notarized request to each agency holding the information, along with documentation verifying the individual's eligibility. Custodians of records must maintain the exemption until the qualifying condition no longer exists.

The legislation narrows the definition of "public officer" to include only the Governor, Lieutenant Governor, Chief Financial Officer, Attorney General, or Commissioner of Agriculture; as well as a state senator or representative, property appraiser, supervisor of elections, school superintendent, city or county commissioner, school board member, or mayor. This exemption applies to information held before, on, or after July 1, 2025. It is subject to the Open Government Sunset Review Act and will automatically repeal on October 2, 2030, unless reenacted by the Legislature. The effective date of this act is July 1, 2025.

While the new exception is not specifically applicable to a member of a Community Development District ("CDD") board of supervisors, if any board members or related officials fall within this definition of a "public officer" who has asserted the exception, the CDD must protect the partial home addresses and telephone numbers of these individuals, as well as similar information about their spouses and adult children. CDDs will need to update their public records procedures to verify and process these requests to ensure exempt information is withheld.

2. Chapter 2025 – 174, Laws of Florida (HB 669). The legislation prohibits a local government’s¹ investment policy from requiring a minimum bond rating for any category of bond that is explicitly authorized in statute to include unrated bonds. Current law permits local governments to invest in unrated bonds issued by the government of Israel. The bill ensures that investment policies do not impose additional rating requirements that conflict with this statutory authorization. The effective date of this act is July 1, 2025.

This law prevents a CDD from imposing stricter bond rating requirements in their investment policies than those allowed by state law. Specifically, if state law authorizes investment in certain unrated bonds, such as those issued by the government of Israel, a CDD cannot require a minimum bond rating for these bonds in its investment guidelines. CDDs must align their investment policies with statutory permissions, allowing investment in authorized unrated bonds without additional rating restrictions.

3. Chapter 2025 – 189, Laws of Florida (SB 108). The legislation makes significant amendments to the Administrative Procedure Act (APA), revising rulemaking procedures, establishing a structured rule review process, and changing public notice requirements.

New Timelines and Notice Requirements:

- Agencies must publish a notice of intended agency action within 90 days of the effective date of legislation delegating rulemaking authority.
- Notices of proposed rulemaking must now include the proposed rule number, and at least seven days must separate the notice of rule development from proposed rule publication.
- Agencies must electronically publish the full text of any incorporated material in a text-searchable format and use strikethrough/underline formatting to show changes.

This legislation applies to CDDs that exercise rulemaking authority under Chapter 120, Florida Statutes. Under the new requirements, CDDs must publish a notice of intended agency action within 90 days after the effective date of any legislation granting them rulemaking authority. When proposing new rules, CDDs must now include the proposed rule number in the notice, allow at least seven (7) days between publishing the notice of rule development and the proposed rule itself, and electronically publish the full text of any incorporated materials in a searchable format. All changes must be shown using strikethrough and underline formatting. CDDs subject to the APA should review their procedures to ensure timely and compliant publication moving forward.

Section 120.5435, F.S., governing the rule review process sunsets on July 1, 2032, unless reenacted. The effective date of this act is July 1, 2025.

4. Chapter 2025 – 85, Laws of Florida (SB 348). The legislation amends the Code of Ethics to establish a new “stolen valor” provision and expands enforcement mechanisms for collecting unpaid ethics penalties. The bill creates section 112.3131, F.S., which prohibits candidates, elected or appointed public officers, and public employees from knowingly making

¹ A “unit of local government” is defined any county, municipality, special district, school district, county constitutional officer, authority, board, public corporation, or any other political subdivision of the state. Section 218.403(11), F.S.

fraudulent representations relating to military service for the purpose of material gain. Prohibited conduct includes falsely claiming military service, honors, medals, or qualifications, or unauthorized wearing of military uniforms or insignia. An exception is provided for individuals in the theatrical profession during a performance. Violations are subject to administrative penalties under section 112.317, F.S., and may also be prosecuted under other applicable laws.

In addition, the legislation amends section 112.317(2), F.S., to authorize the Attorney General to pursue wage garnishment for unpaid civil or restitution penalties arising from ethics violations. A penalty becomes delinquent if unpaid 90 days after imposition. If the violator is a current public officer or employee, the Attorney General must notify the Chief Financial Officer or applicable governing body to initiate withholding from salary-related payments, subject to a 25 percent cap or the maximum allowed by federal law. Agencies may retain a portion of withheld funds to cover administrative costs. The act also authorizes the referral of delinquent penalties to collection agencies and establishes a 20-year statute of limitations for enforcement. The effective date of this act is July 1, 2025.

This law applies directly to CDDs because CDD board members and employees are classified as public officers and public employees under Florida law. As such, CDD officials are prohibited from knowingly making fraudulent claims regarding military service or honors for material gain under the new “stolen valor” provision. Additionally, the law enhances enforcement tools for unpaid ethics penalties, allowing for wage garnishment, salary withholding, and referrals to collection agencies. CDDs must ensure that their officials and staff comply with these ethics requirements and be prepared to cooperate with enforcement actions beginning July 1, 2025.

5. Chapter 2025 – 164, Laws of Florida (SB 784). The legislation amends section 177.071, F.S., to require that local governments review and approve plat and replat submittals through an administrative process, without action by the governing body. Local governments must designate by ordinance an administrative authority to carry out this function. The administrative authority must (1) acknowledge receipt of a submittal in writing within seven days, identify any missing documentation and provide details on the applicable requirements and review timeframe. Unless the applicant requests an extension, the authority must approve, approve with conditions, or deny the submittal within the timeframe provided in the initial notice. Any denial must include a written explanation citing specific unmet requirements. The authority or local government may not request or require an extension of time. The effective date of this act is July 1, 2025.

While this law does not apply directly to CDDs, as they do not have plat approval authority, it is relevant to developer-controlled CDD boards involved in the land entitlement process. Plat and replat approvals will now be handled through an administrative process by the city or county, rather than by governing body action. Local governments must designate an administrative authority by ordinance and follow strict requirements for written acknowledgment, completeness review, and decision-making timelines. Any denial must include a written explanation citing specific deficiencies, and extensions cannot be requested by the reviewing authority.

6. Chapter 2025 – 140, Laws of Florida (HB 683). The legislation includes several revisions related to local government contracting, public construction bidding, building permitting, and professional certification. It also requires the Department of Environmental Protection to adopt

minimum standards for the installation of synthetic turf on residential properties. Upon adoption, the law prohibits local governments from enforcing ordinances or policies that are inconsistent with those standards.

The act requires local governments to approve or deny a contractor's change order price quote within 35 days of receipt. If denied, the local government must identify the specific deficiencies in the quote and the corrective actions needed. These provisions may not be waived or modified by contract. The law prohibits the state and its political subdivisions from penalizing or rewarding a bidder for the volume of construction work previously performed for the same governmental entity. With respect to building permits, the act prohibits local building departments from requiring a copy of the contract between a builder and a property owner or any related documentation, such as cost breakdowns or profit statements, as a condition for applying for or receiving a permit. The act also allows private providers to use software to review certain building plans and reduces the timeframe within which building departments must complete the review of certain permit applications.

CDDs must follow the new requirements for contractor's change order timelines, restrictions on permit-related documentation, and procurement practices.

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/>.