



Community Development District

The Board of Supervisors of the Key Marco Community Development District
will hold a Regular Meeting **immediately following**
the Budget Hearing, August 18, 2021
Located at: 505 Whiskey Creek Drive, Marco Island, FL 34145

Anyone wishing to listen and participate in the meeting can do so by calling
1-888-468-1195, Participant Pin 636522.

Additionally, participants are encouraged to submit questions and comments to the District Manager in advance to facilitate the Board's consideration of such questions and comments during the meeting.

The agenda is as follows:

1. Call to Order/Roll Call
2. Approval of Agenda
3. Public Comments
4. Approval of Minutes
 - a. April 21, 2021
 - b. June 16, 2021
5. Old Business
6. New Business
7. Attorney Report
 - a. Marco Island Academy Indemnification and Release of Liability
 - b. Engineer Report
 1. Catch Basin Flume Improvement Progress Report
 2. Pavement Marking/RPM Report Progress Report
8. Supervisors' Requests
9. District Manager Report
 - a. Acceptance of the Financial Statement Ending June 30, 2021
 - b. Approval of Public Risk Underwriters Insurance Renewal
 - c. Resolution 2021-____ ; 2021-2022 Proposed Meeting Schedule
 - d. Solar Street Lights
10. Public Comments
11. Set Next Meeting Date:
 - a. October 20, 2021
12. Adjournment

1 **KEY MARCO COMMUNITY DEVELOPMENT DISTRICT**
2 **REGULAR MEETING**
3 **April 21, 2021**

4
5 **Present:** Mary Beth Schewitz, Chairman
6 Luanne Kerins, Co-Chair
7 Lynn Domenici, Supervisor
8 John Esposito, Supervisor
9 Terri Stanton, Supervisor

10
11 **Also Present:** Katie Maline, District Manager/Secretary
12 Greg Urbancic, District Counsel (Via speakerphone)
13 Dave Schmidt, Hole Montes

14
15 **CALL TO ORDER/ROLL CALL**

16 The meeting was called to order at 8:30 a.m. All five Board members were in attendance.

17
18 **APPROVAL OF AGENDA**

19

On a voice vote by Mrs. Kerins and a second by Mr. Esposito, to approve the agenda as presented. Motion carried 5-0.

23

24
25 **PUBLIC COMMENTS**

26 No public comment was received.

27
28 **APPROVAL OF MINUTES**

29 February 17, 2021 meeting minutes were amended as follows:

30
31 Line 115, strike the word “be” after “should”.

32 Line 149, correct “the” the “they”.

33

On a voice vote by Mrs. Stanton and a second by Mrs. Kerins, to approve the February 17, 2021 minutes as amended. Motion carried 5-0.

37

38 **OLD BUSINESS**

39 None.

41 **NEW BUSINESS**

42 None.

43
44 **ATTORNEY'S REPORT**

45 Mr. Urbancic had nothing to report at this time.

46
47 **RESEARCH COMMITTEES**

48
49 **A. Street Lights**

50 Mrs. Domenici reported that currently Mr. Kerins and Mrs. Maline are soliciting proposals to
51 replace 3 existing street lights and 3 missing street lights with Solar lights and new poles. The
52 existing 3 street lights will be kept as parts replacements for the existing streets lights
53 throughout the community. This project is in the 2021-2022 capital budget. Once the pricing
54 has been established Mr. Kerins and Mrs. Maline will bring back to the board. Mr. Kerins
55 suggested that we purchase one pole, light, and panel to test it out. Mr. Kerins will select the
56 best pole, light fixture and solar panel. There was a concern about light pollution and to
57 consider that when selecting the product.

58
59 We now have 13 street lights that are connected to LCEC meters, the bridge, the "T" and
60 marina parking area. There is an anticipated credit expected from LCEC.

61
62 **B. Roads**

63 **Catch Basin and Flume Project Bid Results**

64 Mr. Schmitt, Hole Montes, stated that on Wednesday, April 14, 2021, the bids were received.
65 presented the bid results that were received for the catch basin and flume project. A total of
66 five bids were received for this project, three of the bids (total with alternates) ranged from
67 \$63,844.63 to \$154,980.00. Three of the bids differed by \$13,120.12 between the three lowest
68 bidders. The lowest responsible bidders is Bonness, Inc. There are contingency funds included
69 in the event that we need to do any additional swale work, additional catch basins or catch
70 basin notches. There are fifty-one locations.

71
72 Mr. Schmitt recommends to the Board to award the contract to Bonness.

73
74 Mrs. Schewitz asked Mr. Schmitt for the time line. Mr. Schmitt stated that the contractor
75 estimates seventy-five days from start to substantial completion, ninety days to complete the
76 project, weather should not be an issue with this project.

77
On a voice vote by Mrs. Schewitz and a second by Mrs. Kerins, to approve the awarding the
contract to Bonness with a base amount of \$51,352.35 and an alternate figure not to exceed
\$12,492.28 for a total of \$63,844.63. Motion carried 5-0.

78 **Pavement Marking/RPM Bid Results**

79 Mr. Schmitt reported that this project consists of re-stripping of the existing roadway pavement
80 (with exception of Blue Hill Creek East), replacement of pavement markers (RPM's), and
81 additional RPM's in certain test sections for traffic calming. He center-line and two shoulder
82 markings are included. The two edge of pavement markings are not included. The project was
83 bid with two base bids. One price was received for the use of FDOT reflective paint for
84 markings and a second bid for FDOT thermoplastic striping. Additive bid alternate prices were
85 received for striping and installation of RPM's on Blue Hill Creek East if it is desire to complete
86 that segment. A total of four bids were received for the project. It should be noted that the
87 lowest responsive bidder, McShea Contracting self performs all the work. Other bidders may be
88 utilizing subcontractors to perform the work.

89
90 Mr. Schmitt recommends to the Board to award the contract to McShea Contracting, LLC and
91 the board and desires of the CDD Board, either the res-stripping with paint or thermoplastic (or a
92 combination) would be acceptable. *(Inaudible, several people talking at the same time.)*
93

94 On a voice vote by Mrs. Schewitz and a second by Mrs. Kerins, to award the Pavement
95 Marking/RPM contract to McShea, with an amount not to exceed \$14,000.00, to be
96 completed in this fiscal year and includes Blue Hill Creek East, using reflective paint.
97

98
99 Mr. Schmitt stated that he did additional research on pavement rejuvenator. The rejuvenator is
100 meant to be a pavement lifetime system. Initial use of rejuvenator is recommended within two
101 to four years of installation and re-application at a four-to-six-year frequency. Based on the
102 current age and condition of the existing pavement, the use of rejuvenator is not viable. Upon
103 future pavement rehabilitation, the rejuvenator system may be a viable pavement maintenance
104 program.

105
106 Mr. Schmitt also reported that he is currently researching what alternatives there are for
107 painting the bridge while being environmentally concerned. He will report back to the board
108 with his findings and proposals if available. Mr. Kerins would like to see remedial work done on
109 several bolts that are corroded.

110
111 Mrs. Schewitz reported that with the combination of the projects the total amount requires a
112 budget amendment.

113 On a voice vote by Mrs. Schewitz and a second by Mrs. Domenici authorizing an
amendment to the budget to accommodate the two projects, catch basin/flume and
pavement markings/rpm's, in the total amount of \$78, 000 and that staff is authorized to
memorialize the same with the Chair in the form of a resolution to the extent required
for audit purposes. Motion carried 5-0.

114 **SUPERVISORS' REQUESTS**

115 None.

116
117 **DISTRICT MANAGER'S REPORT**

118
119 A. Acceptance of Financial Statement ending March 31, 2021

120
121 There were no questions from the Board regarding the financials.

On a voice vote by Mrs. Schewitz and a second by Mr. Esposito, to accept the financials as presented. Motion carried 5-0.

122
123 B. 2021-2022 Preliminary Budget Review

124 Mrs. Schewitz asked to walk through for everyone's purpose stated that the most important
125 to remember about the preliminary budget is that the Board is setting up a budget that
126 cannot be exceeded in the final approval process at the budget hearing scheduled for
127 August 16, 2021. The budget can be scaled back but not increased. With the transfer of
128 management responsibilities for so many items to the HOA the budget is pretty slim and
129 easy to understand.

130
131 A walk through of each accounting item in the administrative section of the budget was
132 conducted by Mrs. Maline. Mrs. Schewitz requested if any supervisor had questions or
133 comments. There were no questions or comments.

134
135 Mrs. Schewitz presented the capital improvement projects. There were no questions or
136 comments.

On a voice vote by Mrs. Schewitz and a second by Mr. Esposito, the preliminary budget was approved as amended. Annual Catch Basin-Culvert Maintenance and Gatehouse Gates will be moved to a separated accounting section, "Maintenance". Motion carried 5-0

137
138 C. Resolution 2021-03 Setting Budget Hearing Date

139
140 On a voice vote by Mrs. Schewitz and a second by Mrs. Domenici, to accept Resolution
141 2021-03 setting the Key Marco CDD Budget Hearing date for August 18, 2021 at 8:30 a.m.
142 location, 505 Whiskey Creek Drive, Marco Island, FL 34145. Motion carries 5-0.
143
144
145

146 D. Review/Award Bid for Cleaning of Six Catch Basins and Culverts

147 Mrs. Maline presented two proposals of four that were requested. Shenandoah's proposal
148 was \$26,525.00 and Earthview's proposal was \$17,980.00. This work will be performed
149 prior to the catch basin/flume project.
150

On a voice vote by Mrs. Schewitz and a second by Mrs. Kerins to approve the proposal from Earthview in the amount of \$17,980.00. Motion carried 5-0.

151
152 E. Supervisors of Elections - Number of Registered Voters

153 Mrs. Maline noted that the Supervisor of Elections indicates that there are fifty-three (53)
154 active registered voters residing in the Key Marco CDD as of April 15, 2021.
155

156 F. Speed Limit Signs

157 Mrs. Maline asked if anyone had noticed the new 25 MPH sign just past the gate house.
158 The response was split. Mr. Kerins stated that he was stopped by a Collier County employee
159 and was asked what the speed limit is. The employee told Mr. Kerins that according to the
160 county's GPS in their trucks the speed limit is 20 MPH. The Board requested that Mr.
161 Schmitt ascertain how to correct the speed limit with municipalities and GPS applications.
162 Mr. Schmitt will report back to the board at the next regular meeting.
163

164 **PUBLIC COMMENT**
165

166 Mr. Kerins asked Mrs. Maline to let the those in attendance know about the sewer lines and the break
167 on Blue Hill Creek Drive. Mrs. Maline reported that a main sewer line leak had been found and
168 reported to the City of Marco Island. Mr. Schmitt commented that he also learned about the break
169 from City of Marco Island staff. Mrs. Maline further reported that there are two issues, one, the main
170 line break and two, the valve connection box for future a future sewer tap is on private property and
171 the landowner will need to make that repair. Bart Bradshaw, City of Marco Island Utilities has
172 indicated that the city will be doing additional work in Key Marco to determine the life of the main
173 sewer line and any necessary repairs. Mr. Bradshaw said that they would stay in contact with Key
174 Marco on any major repairs. The rest of the conversation was inaudible.
175

176 Mrs. Maline reported that the bike signs and 20 MPH speed limits signs have been removed. Bank fees
177 have been eliminated from the operations account. This is a savings of approximately \$2400 annually.
178 As an FYI, the HOA will be removing the mailboxes on the roadside. New mailboxes have been
179 installed in the community center parking lot.
180

181 Mrs. Schewitz applauded the board and the manager for persevering through the many projects and
182 tasks that have been accomplished this year.

183 **NEXT MEETING DATE**

184

185 The next meeting will be a Budget Hearing with the Regular meeting to follow, on August 18, 2021 at
186 8:30 a.m.

187

188 **ADJOURNMENT**

189

190 On a voice vote by Mr. Esposito and a second by Mrs. Kerins the meeting was adjourned at 9:45 a.m.
191 on a unanimous vote of the Board.

DRAFT

1 **KEY MARCO COMMUNITY DEVELOPMENT DISTRICT**
2 **REGULAR MEETING**
3 **June 16, 2021**

4
5 **Present:** Mary Beth Schewitz, Chairman
6 Luanne Kerins, Co-Chair
7 Lynn Domenici, Supervisor
8 John Esposito, Supervisor
9 Terri Stanton, Supervisor

10
11 **Also Present:** Katie Maline, District Manager/Secretary
12 Greg Urbancic, District Counsel (Via speakerphone)
13 Dave Schmidt, Hole Montes
14

15 **CALL TO ORDER/ROLL CALL**

16 The meeting was called to order at 8:30 a.m. All five Board members were in attendance.
17

18 **APPROVAL OF AGENDA**

19 No changes were made to the agenda.
20

21 **PUBLIC COMMENTS**

22 No public comment was received.
23

24 **APPROVAL OF APRIL 2021 MINUTES**

25 The minutes were not available for review at this time.
26

27 **OLD BUSINESS**

28 None.
29

30 **NEW BUSINESS**

31 Mrs. Stanton would like to have a discussion of the swale issue in front of her residence that is under
32 construction as well as the construction site next door to her. The topic was added for discussion under
33 "Supervisor's Request".
34

35 **ATTORNEY'S REPORT**

36 Mr. Urbancic had nothing to report at this time.
37
38

39 **RESEARCH COMMITTEES**

40 **A. Solar Street Lights**

41 Mrs. Domenici reported that there will be six new solar operated street lights on the east part
42 of Blue Hill Creek, however, with the backorder on supplies, it is not known when they will be
43 arriving and when the installation could be scheduled. Mrs. Maline is presently working on
44 pricing for these lights. It is anticipated the fixtures will be paid for out of the 2021 budget.

45
46 During the transition between LCEC power street lights and solar street lights, the power was
47 inadvertently disconnected at the meter by the bridge, which shut off the lights on the bridge
48 as well as the navigational lights under it for a short period of time. This was immediately
49 addressed and the subcontractor for LCEC, PIKE, returned and a reconnected the bridge lights.
50 At this time the only street lights that are on LCEC meters are located at the Bridge, the
51 intersection of Blue Hill and Whiskey Creek Drive and the marina parking lot. All other street
52 lights are now solar powered.

53
54 The one street light that was damaged has been repaired and insurance proceeds were
55 received.

56
57 **B. David Schmitt's Report**

58 Mr. Schmidt reported that the new concrete flumes between the edge of roadway pavement to
59 existing drainage catch basins, regrading, and sodding improvements has been substantially
60 completed.

61
62 Mr. Schmitt reported that there are different areas of grading and other remedial steps where
63 drainage will be required. These areas will be evaluated by Mr. Schmitt and Mrs. Maline to
64 ascertain if additional work is required.

65
66 The pavement marking project will be scheduled after the July 4th holiday, weather permitting.

67
68 It was also noted that the areas that were re-paved at three separate area is smooth and even
69 with the roadway.

70
71 **SUPERVISORS' REQUESTS**

72 Supervisor Stanton asked who is responsible for restoring the right of way in front of newly
73 constructed homes. After further discussion, the general feeling of the Board was that the
74 owner has the responsibility to restore the right of way at their residence to the state it was in
75 prior to their home construction or better. If there was, or is, an existing roadway issue, it is
76 the responsibility of the CDD.

80 **DISTRICT MANAGER'S REPORT**

81 A. **Acceptance of Financial Statement ending April 20, 2021**

82
83 There were no questions from the Board regarding the financials.

On a voice vote by Mrs. Schewitz and a second by Mr. Esposito, the April 20, 2021 Financials were unanimously accepted by the Board.

84
85 B. **Acceptance of Annual Financial Audit year end September 30, 2020**

86
87 The auditor's observation regarding the general fund, and a Resolution that was needed,
88 was done at the previous meeting, Resolution 2021-04, to amend the Budget for
89 expenditures exceeding appropriations. If another budget amendment is required, that can
90 be taken care of at the August meeting.

On a voice vote by Mrs. Schewitz and a second by Mrs. Domenici, the annual audit for the year ending September, 2020 was unanimously approved by the Board.

91
92 Mrs. Stanton asked if it necessary to have District Counsel in attendance at all meetings. The Board
93 then briefly discussed the presence of Board counsel at meetings, and Mrs. Schewitz expressed that as
94 the meetings are not monthly, and Mr. Urbancic does appear via speakerphone, that it is beneficial to
95 have him attend the meetings to address any question the supervisors may have. As projects continue
96 to wind down, this may be re-addressed in the future. Mr. Urbancic noted that he is open to whatever
97 the Board thinks is best.

98
99 **PUBLIC COMMENT**

100
101 No public comment was received at this time.

102
103 **NEXT MEETING DATE**

104
105 The next meeting will be held on August 19, 2021 at 8:30 a.m., and will begin with the Budget meeting
106 with the regular meeting to follow.

107
108 **ADJOURNMENT**

109
110 On a voice vote by Mrs. Schewitz and a second by Mrs. Kerins the meeting was adjourned at 9:10 a.m.
111 on a unanimous vote of the Board.



INDEMNIFICATION AND RELEASE OF LIABILITY

THIS INDEMNIFICATION AND RELEASE OF LIABILITY (this “Agreement”) is entered into as of the ____ day of _____, 2021 by and between MARCO ISLAND ACADEMY, A PUBLIC CHARTER HIGH SCHOOL, INC., a Florida not-for-profit corporation (“MIA”) and KEY MARCO COMMUNITY DEVELOPMENT DISTRICT, a community development district existing pursuant to Chapter 190, Florida Statutes (“District”).

WHEREAS, MIA operates a public charter high school located at 2255 San Marco Road, Marco Island, Florida 34145-6925 (“MIA Campus”); and

WHEREAS, District is an independent special district was established by ordinance of the Board of County Commissioners of Collier County, Florida. The District’s geographical boundaries about the MIA campus. The District owns certain public property within its geographical boundaries (“District Property”); and

WHEREAS, in the event of an emergency situation requiring MIA to evacuate its campus, District has agreed to allow MIA to relocate its students and staff on a temporary basis from the MIA Campus to District Property unless the emergency has subsided (“Emergency Evacuation Right”); and

WHEREAS, District has agreed to permit the aforementioned Emergency Evacuation Right to District Property based upon the agreements and commitments of MIA set forth herein.

NOW, THEREFORE, the parties hereto agree to the following:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Release. MIA’s entry upon, access or use by MIA students or staff of District Property pursuant to the Emergency Evacuation Right spaces shall be at MIA’s sole risk. MIA for itself and its, successors and assigns, hereby releases, remises, relinquishes, waives, acquits, holds harmless and forever discharges District, and its supervisors, officers, employees and agents (collectively, “Indemnified Parties”), from any and all acts, matters, dealings, rights, duties, claims, demands, actions, causes of action, suits, liability, contracts, agreements, obligations, controversies, damages (including, but not limited to, direct or indirect, consequential, incidental, exemplary and/or punitive), related to all matters, dealings, acts, omissions, promises, obligations

and liability arising from or relating in any way to, either directly or indirectly, the entry upon, access or use by MIA students or staff of District Property pursuant to the Emergency Evacuation Right (the “Released Claims”). It is the purpose of this Release to forever release District and/or the Indemnified Parties from all claims MIA may have now or in the future against District and/or the Indemnified Parties concerning the Released Claims, and MIA acknowledges and agrees that by granting this Release, it will be and is forever barred from asserting any of the Released Claims against the District and/or the Indemnified Parties.

3. Indemnification. MIA, and its successors and assigns hereby indemnify, defend (with counsel selected by District) and hold harmless District, and the Indemnified Parties, from and against any claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings) judgments, damages, punitive damages, penalties, fines, costs, taxes, assessments, liabilities (including, sums paid in settlement of claims), lawsuits, interest or any other losses, including reasonable attorneys’ fees and expenses, consultant fees, expert fees and all other costs expenses of any kind or nature at trial or on appeal (collectively, the “Costs”) incurred by District and/or the Indemnified Parties and arising, at any time, directly or indirectly in connection with the entry upon, access or use by MIA students or staff of District Property pursuant to the Emergency Evacuation Right.

4. Termination. Either party reserves the right to terminate the Emergency Evacuation Right of MIA hereunder at any time by written notice to the other party. Notwithstanding any such termination by either party, such termination shall not affect MIA’s release and indemnity obligations set forth herein for any claims or causes of action accruing prior to such termination.

5. Attorneys’ Fees. In the event of any litigation arising out of this Agreement, the prevailing parties shall be entitled to recover attorneys’ fees and costs at the trial and/or appellate levels. The terms hereof shall survive the termination of this Agreement.

6. Miscellaneous. All of the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. MIA may not assign this Agreement without the prior written consent of District, which may be withheld in District’s sole and exclusive discretion. No modification or changes in this Agreement shall be valid or binding upon the Parties unless in writing and executed by both Parties. No waiver of any provision that this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and shall only be applicable to the specific instance to which it relates and not be deemed to be a continuing future waiver. If any part of this Agreement or any other agreement entered into pursuant hereto is deemed invalid under applicable law or regulation, said provision shall be inapplicable and deemed omitted to the extent so invalid, provided that the remainder hereof shall not be invalidated thereby and shall be given full force and effect to the full extent possible. The Parties each expressly waive any right to trial by jury of any claim, demand or cause of action arising under this Agreement. This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida. The exclusive jurisdiction and venue for any disputes under this Agreement shall be in the Circuit Court of Collier County, Florida.

{Remainder of page intentionally left blank. Signatures appear on next page.}

IN WITNESS HEREOF, the parties hereto hereby agree to the foregoing as of the date first written above.

MIA:

**MARCO ISLAND ACADEMY,
A PUBLIC CHARTER HIGH SCHOOL, INC.,**
a Florida not-for-profit corporation

By: _____

Name: _____

Title: _____

DISTRICT:

**KEY MARCO COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Katie Maline, Secretary

By: _____
Mary Beth Schewitz, Chair

Key Marco Community Development District

08/04/21

Balance Sheet

Accrual Basis

As of June 30, 2021

| | Jun 30, 21 |
|---------------------------------------|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Fifth Third Money Market | 460,014.36 |
| Fifth Third Public Fund | 413,021.28 |
| Total Checking/Savings | 873,035.64 |
| Other Current Assets | |
| Prepaid Expenses | 3,705.95 |
| Total Other Current Assets | 3,705.95 |
| Total Current Assets | 876,741.59 |
| TOTAL ASSETS | 876,741.59 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Other Current Liabilities | |
| Deposits and Prepaid Items | 3,705.95 |
| Total Other Current Liabilities | 3,705.95 |
| Total Current Liabilities | 3,705.95 |
| Total Liabilities | 3,705.95 |
| Equity | |
| Opening Balance Equity | 813,660.58 |
| Retained Earnings | 3,781.44 |
| Supspense Account | -4,425.48 |
| Unassigned Fund Balance | -899.11 |
| Net Income | 60,918.21 |
| Total Equity | 873,035.64 |
| TOTAL LIABILITIES & EQUITY | 876,741.59 |

3:18 PM

08/04/21

Accrual Basis

Key Marco Community Development District

Profit & Loss

June 2021

| | Jun 21 |
|---------------------------------------|-----------|
| Income | |
| Interest Income | 109.64 |
| Maintenance Assesements (4%) | 228.00 |
| Maintenance Assessments - Levy | 7,600.00 |
| Miscellaneous Income | 228.16 |
| Road Use Fee Revenue | 509.01 |
| Total Income | 8,674.81 |
| Gross Profit | 8,674.81 |
| Expense | |
| ADMINISTRATION | |
| Attorney Fees | 1,108.50 |
| Computer- Website Support | 300.00 |
| Engineering Fees | 388.75 |
| Management Fees | 4,583.00 |
| Property Tax Collector (2%) | 156.56 |
| Rentals & Leases | 25.00 |
| Supervisor Expenses | 1,000.00 |
| Total ADMINISTRATION | 7,561.81 |
| CAPITAL EXPENDITURES & PROJECTS | |
| Roads | 428.00 |
| Street Lighting | -2,167.50 |
| Total CAPITAL EXPENDITURES & PROJECTS | -1,739.50 |
| Total Expense | 5,822.31 |
| Net Income | 2,852.50 |

11:58 AM

08/04/21

Key Marco Community Development District
Reconciliation Summary
Fifth Third Money Market, Period Ending 06/30/2021

| | <u>Jun 30, 21</u> |
|-----------------------------------|--------------------------|
| Beginning Balance | 459,938.82 |
| Cleared Transactions | |
| Deposits and Credits - 1 item | <u>75.54</u> |
| Total Cleared Transactions | <u>75.54</u> |
| Cleared Balance | <u><u>460,014.36</u></u> |
| Uncleared Transactions | |
| Deposits and Credits - 1 item | <u>0.00</u> |
| Total Uncleared Transactions | <u>0.00</u> |
| Register Balance as of 06/30/2021 | <u><u>460,014.36</u></u> |
| Ending Balance | 460,014.36 |

2:47 PM

08/04/21

Key Marco Community Development District
Reconciliation Summary
Fifth Third Public Fund, Period Ending 06/30/2021

| | Jun 30, 21 |
|-----------------------------------|------------|
| Beginning Balance | 428,765.90 |
| Cleared Transactions | |
| Checks and Payments - 9 items | -20,845.25 |
| Deposits and Credits - 4 items | 10,610.21 |
| Total Cleared Transactions | -10,235.04 |
| Cleared Balance | 418,530.86 |
| Uncleared Transactions | |
| Checks and Payments - 7 items | -5,509.58 |
| Deposits and Credits - 1 item | 0.00 |
| Total Uncleared Transactions | -5,509.58 |
| Register Balance as of 06/30/2021 | 413,021.28 |
| New Transactions | |
| Checks and Payments - 5 items | -13,922.77 |
| Total New Transactions | -13,922.77 |
| Ending Balance | 399,098.51 |

KEY MARCO

ASSESSMENTS - TAX COLLECTOR

[illegible]

Assessed on Roll:

| | GROSS AMOUNT ASSESSED | PERCENTAGE | ASSESSMENTS COLLECTED | ASSESSMENTS TRANSFERRED | ASSESSMENTS TRANSFERRED | AMOUNT TO BE TRF. |
|-------|--------------------------|------------|--------------------------|----------------------------|----------------------------|----------------------|
| O & M | \$254,600.00 | 100.0000% | \$241,784.47 | (\$241,784.47) | (\$241,784.47) | \$0.00 |
| TOTAL | \$254,600.00 | 100.00% | \$241,784.47 | (\$241,784.47) | (\$241,784.47) | \$0.00 |

(\$53,600.08)

| | |
|---------|-----------------|
| 100.00% | Gross Collected |
|---------|-----------------|

94.97%



PUBLIC RISK INSURANCE ADVISORS

PART OF THE
BROWN & BROWN TEAM

INSURANCE PROPOSAL PREPARED FOR

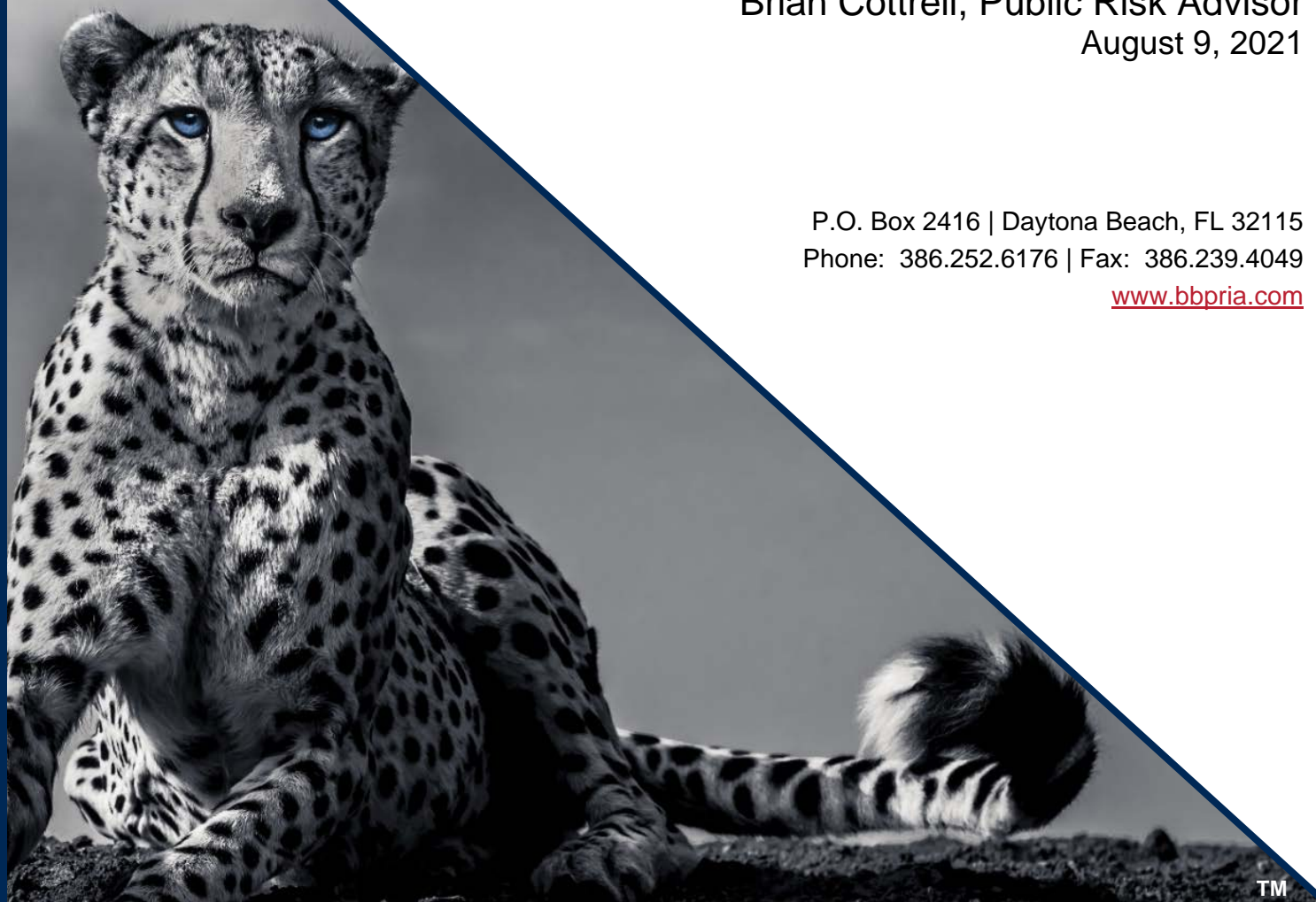
Key Marco Community Development District

October 1, 2021 – October 1, 2022

PRESENTED BY:
Brian Cottrell, Public Risk Advisor
August 9, 2021

P.O. Box 2416 | Daytona Beach, FL 32115
Phone: 386.252.6176 | Fax: 386.239.4049

www.bbpria.com



TM

Table of Contents

| | |
|--|-----------|
| Overview | 1 |
| The Agency of Public Risk Insurance Advisors | |
| An Introduction to Your Service Team | |
| Preferred Governmental Insurance Trust | |
| Claims Services & Safety and Risk Management Services | |
| Property/Inland Marine/Boiler & Machinery | 2 |
| General Liability | 3 |
| Deadly Weapon Protection | 4 |
| Public Officials & Employment Practices Liability | 5 |
| Automobile Liability | 6 |
| Workers' Compensation | 7 |
| Crime/Employee Dishonesty | 8 |
| Broker Recommendation/Premium Recapitulation | 9 |
| Notes of Importance | |
| Compensation Disclosures | |
| Carrier Financial Status | |
| Guide to Best's Ratings | |
| Items Required Prior to Binding | 10 |
| Acceptance of Proposal – Premium Recapitulation | |
| Uninsured Motorist Form | |
| <i>Preferred</i> Signature Page | |



Our Story

Public Risk Insurance Advisors (PRIA) is a proud member of the Brown & Brown family – an 80-year-old, publicly traded, Florida corporation currently ranked as the 6th largest insurance brokerage in the United States of America. Our Brown & Brown family is now more than 10,000 teammates, spanning from London to Los Angeles. Through our collaborative efforts, we design, place, and service more than \$20 Billion in annual insurance products. We passionately undertake these efforts on behalf of our clients – ranging from individuals and small businesses, to state governments and Fortune 500 companies.

The PRIA team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 250 clients.

We have proven over nearly three decades of service to local governments that we are a highly sophisticated and accountable team of insurance professionals, laser-focused on providing both world-class brokerage services and concierge-level support to our clients. We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their employee benefits programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.

An Introduction to Your Service Team

Account Executives

| | | |
|--|----------------|------------------------|
| Matt Montgomery Executive Vice President | (386) 239-7245 | mmontgomery@bbpria.com |
| Robin Russell, ARM-P, CISR, CSRM Director of Operations | (386) 239-4044 | rrussell@bbpria.com |
| Paul Dawson, ARM-P Senior Vice President / Public Risk Advisor | (386) 239-4045 | pdawson@bbpria.com |
| Michelle Martin, CIC Senior Vice President / Public Risk Advisor | (386) 239-4047 | mmartin@bbpria.com |
| Brian Cottrell, CIC, CRM Vice President / Public Risk Advisor | (386) 239-4060 | bcottrell@bbpria.com |
| Kyle Stoekel, ARM-P, CIC Public Risk Advisor | (386) 944-5805 | kstoekel@bbpria.com |
| Victoria "Tori" Reedy Executive Coordinator | (386) 239-4043 | vreedy@bbpria.com |

Service Representatives

| | | |
|---|----------------|---------------------|
| Melody Blake, ACSR Public Risk Specialist | (386) 239-4050 | mblake@bbpria.com |
| Patricia "Trish" Jenkins, CPSR Public Risk Specialist | (386) 239-4042 | pjenkins@bbpria.com |
| Danielle Coggon, CISR Public Risk Specialist | (386) 239-4048 | dcoggon@bbpria.com |
| Christina Carter, CIC, CRM Public Risk Specialist | (386) 333-6069 | ccarter@bbpria.com |
| Schylar Howard Public Risk Specialist | (386) 265-6117 | showard@bbpria.com |
| Emily Bailey Public Risk Specialist | (386) 333-6085 | ebailey@bbpria.com |
| Alexa Gray Assistant Public Risk Specialist | (386) 333-6068 | agray@bbpria.com |

Certificate Requests: certificates@bbpria.com **Claim Reporting:** claims@bbpria.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at PRIA are dedicated to achieving this goal and distinguishing ourselves from the competition.

Preferred Governmental Insurance Trust (*Preferred*) Overview

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers' compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

Preferred's history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: ***preferred*** for unmatched public entity experience, innovation, stability and personalized service.

Preferred's Member Types

| | | |
|---------------------|----------------------|-------------------------------------|
| Municipalities | Counties | Special Districts |
| Public Schools | Charter Schools | Sheriff Departments |
| Housing Authorities | Aviation Authorities | Transit, Port & Utility Authorities |

Preferred's Comprehensive Coverages

| | | |
|----------------------------|--------------------------------|----------------------------|
| Property | Workers' Compensation | General Liability |
| Automobile Liability | Automobile Physical Damage | Law Enforcement Liability |
| Public Officials Liability | Employment Practices Liability | Educators' Legal Liability |

The Power of Groups and People

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred's* sole focus on government ensures that members' unique needs are met.

Underwriting and Administration

Behind *Preferred's* underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. *Preferred's* claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.



Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- **Competitive premium discounts** based on favorable experience and sound safety practices
- **Flexibility of coverage design**, including mono-line or package basis
- **Dynamic financial analysis** conducted periodically to validate the trust's superior financial standing

Administration

- **General counsel, defense counsel and litigation services** by specialists in governmental law
- **Membership relations** for networking and professional development
- **Legislative Pulse newsletter** from Tallahassee-based law firm
- **Professional marketing** that guarantees local agent support, governmental knowledge and an ever-growing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- **State filing, accounting and independent CPA audited financials** as needed

Preferred's Expert Boards Know Your Business

Preferred is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping *Preferred* as the premier public entity insurer of its kind.

Preferred Claims Administration

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at www.pgcs-tpa.com.

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.

Preferred Safety and Risk Management Services

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

Preferred is dedicated to meeting the challenge of the complex issues facing public sector organizations. Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred's* approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a “Best Practice” measure when designing and formulating safety and risk control plans.
- **Training and Safety Management Consulting** – After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- **Additional Consulting Services Available** – *Preferred's* Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

Preferred's Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred's* dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.

Property – Inland Marine

Term: October 1, 2021 to October 1, 2022

Company: Preferred Governmental Insurance Trust (*Preferred*)

| Covered Property (Per Schedule Provided) | |
|--|---|
| \$2,249,600 | Blanket Buildings and Contents |
| Special Property Coverages | |
| \$1,000,000 | Flood |
| Inland Marine (Per Schedule Provided) | |
| \$50,000 | Blanket Unscheduled Inland Marine*** |
| Included in Blanket | Communication Equipment*** |
| Included in Blanket | Contractor's / Mobile Equipment*** |
| Included in Blanket | Electronic Data Processing Equipment*** |
| Included in Blanket | Emergency Portable Service Equipment*** |
| Included in Blanket | Fine Arts*** |
| Included in Blanket | Other Inland Marine |
| Not Included | Rented, Leased or Borrowed Equipment♦♦ |
| Included in Blanket | Valuable Papers |
| Not Included | Watercraft, Not Including Hull Coverage** |

Deductibles: \$1,000 per Occurrence – Buildings and Contents

3% of TIV per Occurrence / Per Location for “Named Storm” subject to minimum of \$15,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule. Also applies to Inland Marine

\$1,000 any one occurrence for Flood, except:
Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V

\$1,000 per Occurrence – Inland Marine

***Unscheduled items are subject to a maximum value of \$25,000 or less per item. Items valued above this amount must be scheduled.

**Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.

♦♦Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be scheduled.

Property – Inland Marine

“Named Storm” Definition: “...the direct action of wind, **including wind driven water and storm surge** when associated with or occurring in conjunction with a storm or weather disturbance which is named...” Wind driven water and storm surge loss are NOT subject to Flood Sublimit and are included to the blanket limits.

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be \$1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all the sub-classifications of VO, VH, VE, VR V1 through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

Coverage:

1. Special form (formerly “All Risk”), subject to policy exclusions.
2. Replacement Cost applies to Buildings, Contents and EDP is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. **The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.**
3. Inland Marine coverage paid at “Agreed Value” if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule. See policy for complete details.
4. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
 - a. At the location shown on the Schedule of the Declarations,
 - b. Property in the open within 1,000 feet of locations described in a. above,**
 - c. With respects to Inland Marine, at or away from your covered location.
5. No Coinsurance Clause.
6. Certain coverages subject to sub-limits stated in policy.
7. During the current coverage agreement period, there will be no charge for any new locations acquired after the inception date of the agreement. If the newly added location was owned or acquired prior to the inception date of the coverage agreement, then premium is due at the time the location is added.
8. The Preferred Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
9. ***Preferred* will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.**

Property – Inland Marine

| Sublimits of Coverage | |
|--|---|
| Sublimits apply as part of, and not in addition to, the overall Total Insured Values coverage limit. | |
| \$500,000 | Accounts Receivable, per occurrence |
| \$1,000,000 | Additional Expense |
| \$5,000 | Animals, annual aggregate |
| \$500,000 | Business Income |
| \$250,000, or 25% of loss whichever is greater | Debris Removal, per occurrence |
| \$500,000 | Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence |
| \$250,000 | Errors and Omissions, per occurrence |
| \$5,000 | Expediting Expense, per occurrence |
| \$25,000 | Fire Department Charges, per occurrence |
| \$50,000 | Fungus Cleanup Expense, annual aggregate |
| \$25,000 Per Occurrence \$1,000 Max per Tree | Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions) |
| \$2,000,000 | New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details. |
| \$50,000 | Personal Property of Employees, per occurrence |
| \$50,000 | Pollution Cleanup Expense, annual aggregate |
| \$250,000 | Preservation of Property, per occurrence |
| \$20,000 | Professional Fees, per occurrence |
| \$150,000 | Property at Miscellaneous Unnamed Locations |
| \$10,000 | Recertification, per occurrence |
| \$100,000 | Service Interruption Coverage, per occurrence |
| \$250,000 | Transit, per occurrence |

Property – Inland Marine Major Exclusions

Property **Not** Covered includes but not limited to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the “Extensions of Coverage” section of the policy.
2. Aircraft.
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
4. Caves, caverns, mines or any type, or any property contained within them.
5. Currency, money, notes or securities.
6. Dams, dikes or levees.
7. Contraband or property in the course of illegal transportation or trade.
8. Property covered under import or export ocean cargo policies.
9. Property you transport as a common carrier.
10. Property shipped by mail, unless sent registered or certified.
- 11. Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.**
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage**, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
14. Electrical or communication lines, towers, and poles you own that are not located on a “covered location” insured under this policy.
15. Personal property of volunteers.
16. Underground pipes, unless loss is from a specified peril.

Excluded Risks of Direct Physical Loss include but not limited to:

1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
2. Biological or Chemical Materials
3. Electronic Data or Electronic Data Recognition Exclusion
4. Asbestos
5. Damage caused by electronic currents artificially generated.
6. Pollution, except as provided under “Extensions of Coverage”
7. Building ordinance enforcement or Government action
8. Nuclear reaction
9. Utility failure
10. Fungus, except as provided under “Extensions of Coverage”
11. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill
12. Earth movement, whether sudden or gradual

Equipment Breakdown

Term: October 1, 2021 to October 1, 2022

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Equipment: Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

| Coverage | Limit |
|---|-------------|
| Property Damage / Loss of Business Income / Additional Expense per accident | \$2,249,600 |
| Water Damage | \$1,000,000 |
| Ammonia Contamination | \$1,000,000 |
| Hazardous Substance Coverage | \$1,000,000 |
| Utility Interruption (24 Hour Waiting Period) | \$2,000,000 |
| Spoilage Damage | \$250,000 |
| Ordinance or Law | \$1,000,000 |
| Expediting Expenses | \$1,000,000 |
| Data or Media | \$250,000 |
| Fungus, Wet Rot, Dry Rot | \$15,000 |

Deductibles: Same as Property – Building and Contents
24 Hours – Utility Interruption

General Liability

Term: October 1, 2021 to October 1, 2022

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Occurrence

| Coverage | Limit | Deductible |
|--|---|------------------------------|
| General Liability | | |
| Bodily Injury and Property Damage, per Occurrence | \$1,000,000 | \$0 Per Occurrence |
| Personal Injury and Advertising Injury, per Person/Occurrence | Included | |
| Products/Completed Operations, Aggregate | Included | |
| Fire Damage, per Occurrence | Included | |
| Employee Benefits Liability, per Occurrence | \$1,000,000 | |
| Sublimits | | |
| Vicarious Law Enforcement Liability, per Occurrence | \$1,000,000 | Same as General Liability |
| Principle of Eminent Domain Including Inverse Condemnation, “Bert J. Harris, Jr., Private Property Rights Protection Act” per Occurrence / Annual Aggregate. | \$100,000 | |
| Sewer Backup and Water Damage: Non-Negligent Claims Negligent Claims. | \$10,000/\$200,000 \$200,000/\$200,000 | |
| Herbicide and Pesticide, per Occurrence | \$1,000,000 | |

Additional Coverages Included:

1. EMT/Paramedic Professional Services
2. Premises Operations
3. "Insured" Contracts
4. Host Liquor Liability
5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit
6. Watercraft Liability (under 52 feet). See policy form for limitations
7. Limited Worldwide Coverage
8. Failure to Supply Water
9. Communicable Disease (Correctional Facilities and Health Care Facilities - \$300,000 Limit)

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.
5. Deductible does not apply to claims expense

General Liability

Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discover

Deadly Weapon Protection

Term: October 1, 2021 to October 1, 2022

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made

| Deadly Weapon Protection – Claims Made | | |
|--|-------------|------------------|
| Retroactive Date: 10/1/2019 | | |
| Coverage | Limit | Deductible |
| Deadly Weapon Event (Including Claims Expenses), per event | \$1,000,000 | \$0 Per Event |
| Deadly Weapon Protection – Sublimits | | |
| Business Interruption | Included | \$0 Per Event |
| Demolition, Clearance, and Memorialization, per event | \$250,000 | |
| Extra Expense, per event | \$250,000 | |
| Crisis Management | Included | |
| Property Damage Extension, per event | \$250,000 | |
| Counseling Services, per event | \$250,000 | |
| Funeral Expenses, per event | \$250,000 | |
| Claims Expenses | Included | |

Notes of Importance:

1. Coverage limited to scheduled locations only.
2. Premium is not audited.
3. Defense Costs are paid within the policy limits.
4. Deductible does not apply to claims expense.

Any Event that occurs at a Location which has been specifically leased or loaned by the CDD to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Deadly Weapon Protection

Exclusions include but are not limited to:

- Loss of market, income or use at the property physically lost or physically damaged.
- Confiscation, nationalization, requisition, destruction or damage to property by any authority.
- Criminal, dishonest, fraudulent or malicious conduct by the Covered Party.
- Negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers
- Euthanasia.
- Explosive devices unless used in conjunction with a Deadly Weapon Event.
- Vehicle not defined as a Road Vehicle;
- Weapon mounted (or designed to be mounted) on a vehicle;
- Weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- Injury or death to employees of the Covered Party, except for Crisis Management Services, Counselling Services, and Funeral Expenses endorsed by Extension to this Coverage Agreement.
- Claim or Claims made by, or on behalf of, any Assailant(s).
- Use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- Nuclear, Chemical, Biological, Bio-Chemical, Electromagnetic or Radioactive Weapons.
- Mental injury or mental anguish related claim where no actual Bodily Injury has occurred to the claimant.
- Covered Party's recklessness or deliberate misconduct.
- Mercy Killing(s).
- Covered Party except for employee while they are a recipient of Business Services being provided by the Covered Party.
- Pollutant or Contaminant.
- Goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Covered Party.
- Property Damage in respect of property:
 - owned, leased, rented or occupied by the Covered Party.
 - in the care, custody or control of the Covered Party or the care, custody or control of any person under contract with the Covered Party.
- Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- Strikes, labor unrest, riots or civil commotion.
- Suicide.
- War, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military power.

Deadly Weapon Protection

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Public Officials Liability/Employment Practices Liability Cyber Liability

Term: October 1, 2021 to October 1, 2022

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: **POL/EPLI:** Claims Made – Duty to Defend
Cyber Liability: Claims Made – Duty to Defend

| Coverage | Limit | Deductible |
|--|-------------|------------------|
| Public Officials Liability Retroactive Date: Full Prior Acts | | |
| Per Claim | \$1,000,000 | \$0 Per Claim |
| Employment Practices Liability Retroactive Date: Full Prior Acts | | |
| Per Claim | \$1,000,000 | \$0 Per Claim |
| Sublimits | | |
| Employee Pre-Termination Legal Consultation Services | | |
| Per Employee | \$2,500 | |
| Aggregate | \$5,000 | |
| Non-Monetary Claims Defense Costs, Aggregate | \$100,000 | |

| Cyber Liability | | |
|---|-------------|-----------------------|
| Retroactive Date: 10/1/2018 | | |
| Each Claim | \$2,000,000 | \$25,000 Per Claim |
| Aggregate for all Notification Costs | \$2,000,000 | |
| Aggregate for all Regulatory Fines & Expenses | \$2,000,000 | |
| Sublimits | | |
| Cyber Crime, Aggregate for all Sublimits below: | \$250,000 | |
| Social Engineering Financial Fraud, per claim | \$250,000 | |
| Funds Transfer Fraud, per claim | \$100,000 | |
| Invoice Manipulation, per claim | \$100,000 | |
| Utility Fraud, Aggregate for all Sublimits below: | \$100,000 | |
| Crypto-Jacking, per claim | \$100,000 | |
| Telecommunications Fraud, per claim | \$100,000 | |
| Bricking Incident, per claim | \$250,000 | |
| Voluntary Shutdown, per claim | \$250,000 | |
| PCI DSS, per claim | \$1,000,000 | |

*Coverages included in Cyber Liability include the following:

- Media Content Services
- First Party Business Interruption
- Privacy
- First Party Crisis Management
- First Party Extortion Threat
- Network Security

Public Officials Liability/Employment Practices Liability Cyber Liability

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense
3. Broadened definition of "Who is an Insured."
4. Limits of Liability are subject to Florida Statute 768.28.

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the "Bert J. Harris Jr., Private Property Rights Protection Act" or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers' Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers' Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability

Public Officials Liability/Employment Practices Liability Cyber Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Automobile Liability – Hired & Non-Owned

Term: October 1, 2021 to October 1, 2022

Company: Preferred Governmental Insurance Trust (*Preferred*)

| Coverage | Limit | Symbol | Deductible |
|--|--------------|--------|----------------------|
| Automobile Liability (Based on 00 Vehicles) | | | |
| Hired & Non Owned Automobile Liability | \$1,000,000 | 8, 9 | \$0 Each Accident |
| Personal Injury Protection | Statutory | 5 | \$0 Per Person |
| Medical Payments | Not Included | 2 | N/A |
| Uninsured Motorist | Rejected | 2 | N/A |

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
4. Limits of Liability are subject to Florida Statute 768.28.

Automobile Liability and Physical Damage

Description of Covered Auto Designation Symbols:

| SYMBOL | | DESCRIPTION |
|--------|---|--|
| 1 | = | ANY "AUTO" |
| 2 | = | ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins. |
| 3 | = | OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins. |
| 4 | = | OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins. |
| 5 | = | OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged. |
| 6 | = | OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement. |
| 7 | = | SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE). |
| 8 | = | HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households. |
| 9 | = | NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business. |

Workers' Compensation

Term: October 1, 2021 to October 1, 2022

Insurer: Preferred Governmental Insurance Trust (*Preferred*)

| Class Code | Description of Class Code | Estimated Payroll |
|--------------------------|-------------------------------|-------------------|
| 8810 | Clerical Office Employees NOC | \$6,000 |
| Total Payroll | | \$6,000 |
| Experience Modification | | 1.00 |
| Estimated Annual Premium | | \$2,000 |

Notes of Importance:

1. The "Estimated Annual Premium" does not include safety program and drug-free workplace credits as per Florida Statute 440.
2. Employer's Limit of Liability is \$1,000,000/\$1,000,000/\$1,000,000.
3. Experience modification factor is subject to verification. This final amount of credit is dependent upon compliance with program requirements.
4. Final premium subject to payroll audit.
5. The expense constant charge has been included.
6. **Payment terms are 25% down and 9 installments.**

Crime

Term: October 1, 2021 to October 1, 2024

Company: Travelers Casualty and Surety Company of America
(Rated A++ XV by A.M. Best)

Limits of Liability and Coverage:

| Coverage | Limit | Deductible |
|--|----------------------------|------------|
| A – Fidelity: Employee Theft | \$500,000 | \$5,000 |
| B - Forgery or Alteration Coverage | \$500,000 | \$5,000 |
| C - On Premises | \$500,000 | \$5,000 |
| D - In Transit | \$500,000 | \$5,000 |
| E – Money Orders and Counterfeit Money | \$500,000 | \$5,000 |
| F – Computer Crime <ul style="list-style-type: none"> 1. Computer Fraud 2. Computer Program and Electronic Data Restoration Expense | \$500,000 Not Covered | \$5,000 |
| G – Funds Transfer Fraud | \$500,000 | \$5,000 |
| H – Personal Accounts Protection <ul style="list-style-type: none"> 1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement | Not Covered Not Covered | N/A |
| I – Claim Expense | \$5,000 | \$0 |

Notes of Importance:

1. Employee dishonesty coverage is excluded for those employees required by law to be individually bonded.

Crime

Policy and Endorsement forms include but are not limited to:

| Form | Form Number |
|--|----------------|
| Removal of Short-Rate Cancellation Endorsement | ACF-7006-0511 |
| Table of Contents Florida | CRI-4031-0109 |
| Crime Policy Form | CRI-3001-0109 |
| Government Entity Crime Endorsement | CRI-7125-0109 |
| Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition | CRI-19072-0315 |
| Social Engineering Fraud Insuring Agreement Endorsement | CRI-19085-0919 |
| Amendatory Endorsement for Certain ERISA Consideration | CRI-19101-1117 |
| Telecommunication Fraud Insuring Agreement Endorsement | CRI-19115-0519 |
| Florida Changes Endorsement | CRI-4029-0210 |
| Florida Cancellation of Termination Endorsement | CRI-5010-0613 |
| Replace Exclusion BB Endorsement/Identity Fraud | CRI-19097-0517 |
| Crime Declarations Page | CRI-2001-0109 |

Premium Recapitulation

Page 1 of 2

| | <u>Annual Premium</u> | <u>Check Option</u> | |
|---|--|--------------------------|--------------------------|
| | | <u>Accept</u> | <u>Reject</u> |
| <i>Preferred Package</i> | | | |
| Property including Equipment Breakdown | \$18,919.00 | <input type="checkbox"/> | <input type="checkbox"/> |
| Inland Marine | \$100.00 | <input type="checkbox"/> | <input type="checkbox"/> |
| General Liability | \$2,500.00 | <input type="checkbox"/> | <input type="checkbox"/> |
| Deadly Weapon Protection* | Included | | |
| Public Officials / Employment Practices Liability | \$2,991.00 | <input type="checkbox"/> | <input type="checkbox"/> |
| Cyber Liability | \$1,300.00 | <input type="checkbox"/> | <input type="checkbox"/> |
| Automobile Liability | \$500.00 | <input type="checkbox"/> | <input type="checkbox"/> |
| Package Payment Plan: | CONFIRM CURRENT: Annual | <input type="checkbox"/> | <input type="checkbox"/> |

***Deadly Weapon Protection Coverage:** Any Event that occurs at a Location which has been specifically leased or loaned by the CDD to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, **MUST BE** reported to **AND APPROVED** by Preferred **PRIOR** to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

| | | | |
|-------------------------------------|--|--------------------------|--------------------------|
| Workers' Compensation | \$2,000.00 | <input type="checkbox"/> | <input type="checkbox"/> |
| Workers' Compensation Payment Plan: | CONFIRM CURRENT: 25% Down, 9 Installments | <input type="checkbox"/> | <input type="checkbox"/> |

All lines of coverage must be accepted in order to bind coverage with Preferred.

Premium Recapitulation
Page 2 of 2

Annual Premium

Check Option

Accept Reject

Crime – 3 year policy with Annual installments of \$544

\$1,632.00

☐☐

I authorize PRIA to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

SIGN HERE

(Signature)

(Name & Title)

(Date)

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/01/2021. After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
6. Not all coverages requested may be provided in this quotation.
7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
8. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
9. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
10. **With the exception of Workers' Compensation, the total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
11. Quote is not bound until written orders to bind are received from the insured and the Trust and Company subsequently accepts the risk.
12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
13. Higher limits of liability may be available. Please consult with your agent.
14. This proposal is based upon exposures to loss made known to the Public Risk Insurance Advisors. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
15. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>.

Notice of Carrier Financial Status

Risk Management Associates, Inc. dba Public Risk Insurance Advisors, and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an AM Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Coverage is being renewed through **Preferred Governmental Insurance Trust ("Preferred")**, which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such **Preferred** is not rated by the AM Best Company.
- **Preferred** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like **Preferred** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from **Preferred** and agree to abide by the conditions of membership established by **Preferred**.
- You should consider the information provided, including the **Preferred** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

Named Insured: Key Marco Community Development District
Line of Coverage(s): Property/Inland Marine/General Liability/Deadly Weapon/Public Officials & Employment Practices Liability & Cyber Liability/Workers' Compensation/Deadly Weapon Protection Liability
Policy Number(s): PK FL1 0114302 21-12/WC FL1 0114302 20-10
Policy Period(s): 10/1/21 - 22
Date of Notice: 8/4/21

* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating
Financial Size Category: XV to I - Largest to smallest rating

| Guide to Bests Ratings | | |
|------------------------|--------|---|
| Best Category | Rating | Description |
| Secure | A++ | Superior |
| Secure | A+ | Superior |
| Secure | A | Excellent |
| Secure | A- | Excellent |
| Secure | B++ | Very Good |
| Secure | B+ | Very Good |
| Vulnerable | B | Fair |
| Vulnerable | B- | Fair |
| Vulnerable | C++ | Marginal |
| Vulnerable | C+ | Marginal |
| Vulnerable | C | Weak |
| Vulnerable | C- | Weak |
| Vulnerable | D | Poor |
| Vulnerable | E | Under Regulatory Supervision |
| Vulnerable | F | In Liquidation |
| Vulnerable | S | Rating Suspended |
| Not Rated | NR-1 | Insufficient Data |
| Not Rated | NR-2 | Insufficient Size and/or operating experience |
| Not Rated | NR-3 | Rating Procedure Inapplicable |
| Not Rated | NR-4 | Company Request |
| Not Rated | NR-5 | Not Formally Followed |
| Rating Modifier | u | Under Review |
| Rating Modifier | q | Qualified |
| Affiliation Code | g | Group |
| Affiliation Code | p | Pooled |
| Affiliation Code | r | Reinsured |

| Guide to Best's Financial Size Categories | | |
|---|-------------|-----------------------------------|
| Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars. | I | Less than \$1,000,000 |
| | II | \$1,000,000 - \$2,000,000 |
| | III | \$2,000,000 - \$5,000,000 |
| | IV | \$5,000,000 - \$10,000,000 |
| | V | \$10,000,000 - \$25,000,000 |
| | VI | \$25,000,000 - \$50,000,000 |
| | VII | \$50,000,000 - \$100,000,000 |
| | VIII | \$100,000,000 - \$250,000,000 |
| | IX | \$250,000,000 - \$500,000,000 |
| | X | \$500,000,000 - \$750,000,000 |
| | XI | \$750,000,000 - \$1,000,000,000 |
| | XII | \$1,000,000,000 - \$1,250,000,000 |
| | XIII | \$1,250,000,000 - \$1,500,000,000 |
| | XIV | \$1,500,000,000 - \$2,000,000,000 |
| | XV | Greater than \$2,000,000,000 |

Public Risk Insurance Advisors always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

Named Covered Party: Key Marco CDD

Effective: 10/01/2021

Termination: 10/01/2022

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

| | |
|-----|---|
| X | Property TIV: \$2,249,600 |
| X | Inland Marine Blanket Unscheduled IM: \$50,000 Scheduled Inland Marine: Not Included Total All Inland Marine: \$50,000 |
| N/A | Property TRIA (Terrorism Risk Insurance Act) coverage |
| N/A | Crime |
| X | General Liability Ratable Payroll: \$6,000 |
| N/A | Law Enforcement Liability Officers: Not Included |
| X | Professional Liability Employees: 5 |
| X | Automobile 0 Units - Auto Liability 0 Units - Comprehensive 0 Units - Collision |
| N/A | Stop Loss Aggregate: Not Included Applies to: |
| N/A | Excess Workers' Compensation Payroll: Not Included |
| N/A | I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013). |
| N/A | I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature). |

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

Signature _____  Title _____

Name _____ Date _____

Coverage is provided by Preferred Governmental Insurance Trust

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



Named Covered Party: Key Marco CDD
Agreement Number: 10/01/2021 to 10/01/2022
Coverage Provided By: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0114302 21-12

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

- ☒ a. I hereby reject Uninsured Motorist coverage.
- ☐ b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
each person (enter limit if applicable)
each accident
- ☐ c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

☐ I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signature _____  Title _____
Name _____ Date _____

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

RESOLUTION 2021-07

**A RESOLUTION OF THE KEY MARCO COMMUNITY
DEVELOPMENT DISTRICT DESIGNATING DATES, TIME,
AND LOCATION FOR REGULAR MEETINGS OF THE
BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL
YEAR 2021/2022 AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Key Marco Community Development District (the “District”) is a local unit of special-purpose government created by and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Marco Island in Collier County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE KEY MARCO COMMUNITY
DEVELOPMENT DISTRICT**

Section 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during the Fiscal Year 2021/2022 as provided on the schedule attached hereto as **Exhibit A**.

Section 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Collier County and the Florida department of Economic Opportunity.

Section 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of August, 2021.

**KEY MARCO COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Katie Maline, Secretary

Mary Beth Schewitz, Chair

Exhibit “A”

2021-2022 Meeting Schedule

**FISCAL YEAR 2021-2022
PROPOSED
KEY MARCO COMMUNITY DEVELOPMENT DISTRICT MEETING SCHEDULE**

Meetings are conducted the 3rd Wednesday of the month.

Time: 8:30 a.m.

**Location: 505 Whiskey Creek Drive,
Marco Island, Florida 34145**

| | |
|-------------------|---|
| October 20, 2021 | Regular Meeting |
| December 15, 2021 | Regular Meeting |
| February 16, 2022 | Regular Meeting |
| April 20, 2022 | Regular Meeting & Preliminary Budget Review |
| June 15, 2022 | Regular Meeting |
| August 17, 2022 | Budget Hearing & Regular Meeting to follow. |