



## Community Development District

Board of Supervisors

Regular Meeting

February 15, 2023

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. November 16, 2022 Landowners' Meeting
  - b. November 16, 2022 Regular Meeting
5. Old Business
6. New Business
  - a. Security Services Contractor Selection
  - b. FY2022 Audit Proposal
  - c. Request for Consideration, Mike McNees, Manager, City of Marco Island
    - i. Bike/Pedestrian Access for Marco Residents through a Blanket Fee Arrangement
  - d. Request for Consideration, Pamela Libby, Water Distribution Manager, Collier County
    - i. Proposed Water Quality Panel to be Installed at Marina Parking Lot
7. Attorney Report
8. Engineer Report

- a. Post Hurricane Road Inspection Report
  - b. Update on Catch Basin Inspection/Cleaning
- 9. Supervisors' Requests
- 10. District Manager Report
  - a. Acceptance of the Financial Statement – Year Ending September 30, 2022
  - b. Acceptance of Financials Ending January 31, 2023
  - c. Update on Tour De Marco Event
  - d. Road Usage Fee Study Report Proposal
  - e. Update on FEMA & Hurricane Recovery
    - i. FEMA Status Update
    - ii. Street Light Repair Update
- 11. Public Comments
- 12. Set Next Meeting Date:
  - a. April 19, 2023
- 13. Adjournment

**KEY MARCO COMMUNITY DEVELOPMENT DISTRICT  
LANDOWNERS' MEETING  
NOVEMBER 16, 2022**

**APPEARANCES:** Mary Beth Schewitz, Chairman  
Luanne Kerins, Vice Chairman  
Terri Stanton, Supervisor  
Lynn Domenici, Supervisor (Via Speakerphone)  
John Esposito, Supervisor (Via Speakerphone)

**ALSO PRESENT:** Joshua Carter, District Manager/Secretary  
Greg Urbancic, District Counsel

**CALL TO ORDER**

The meeting was called to order at 8:45 AM

**DETERMINATION OF NUMBER OF VOTING UNITS REPRESENTED**

Mr. Carter reported that there were 20 voting units present.

**ELECTION OF CHAIRMAN TO CONDUCT LANDOWNERS' MEETING**

Mrs. Schewitz volunteered to chair the meeting, with Mr. Carter acting as the secretary.

**NOMINATION FOR POSITION OF SUPERVISOR/LANDOWNERS QUESTIONS OR  
COMMENTS**

Three seats were open to be filled, including seat 4, Mrs. Schewitz, Seat 5, Mrs. Stanton, and Seat 1, Mrs. Domenici.

All three of these individuals have agreed to continue to serve, Mr. Herbert Krutisch nominated Mrs. Mary Beth Schewitz, Mr. Kevin Kerins nominated Mrs. Lynn Domenici and Mr. Herbert Krutisch nominated Mrs. Terri Stanton.

There were no questions or comments from the landowners.

**BALLOT TABULATION**

The ballots were then collected and counted.

The results were as follows: Mrs. Schewitz, 20 votes, Mrs. Domenici, 18 votes, and Mrs. Stanton, 15 votes. The three Supervisors were then thanked for their continuing service.

**LANDOWNERS QUESTIONS OR COMMENT**

No questions were received from the landowners.

**ADJOURNMENT**

The Landowners Meeting was then adjourned at 9:30 a.m. on a voice vote by Mr. Kerins and a second by Mrs. Schewitz.

**Key Marco Community Development District  
Regular Meeting  
November 16, 2022**

**Appearances**

Mary Beth Schewitz, Chairman  
Luanne Kerins, Co-Chair  
Terri Stanton  
Lynn Domenici (Via Speakerphone)  
John Esposito (Via Speakerphone)

**Also Present**

Joshua Carter, District Manager  
Dave Schmitt, Hole Montes (Via Speakerphone)  
Greg Urbancic, District Attorney

**CALL TO ORDER/ROLL CALL**

The meeting was called to order by the Chairman at 9:45 AM, and it was noted that all members were in attendance.

**APPROVAL OF AGENDA**

A question around the process for procuring a new security services contractor was added to the Manager's Report section of the agenda.

On a voice vote by Mrs. Schewitz and a second by Mrs. Domenici, the amended agenda was unanimously approved.

**APPROVAL OF MINUTES**

A typo in line 9 of the October 19, 2022 Minutes was noted and would require revision.

On a voice vote by Mrs. Schewitz and a second by Mrs. Kerins, the revised October 19, 2022 Regular Meeting Minutes were unanimously approved.

**OLD BUSINESS**

Update on Annual Financial Report Submission

Mr. Carter noted that the Annual Financial Report had been sent by certified mail to the Auditor General and all requirements of the Annual Financial Report submission had been completed.

**NEW BUSINESS**

44  
45 2023-04 Canvassing Resolution

46 Mr. Carter presented Resolution 2023-04 to certify the results of the November 16, 2022  
47 Landowners Election. Mrs. Mary Beth Schewitz received 20 votes and was elected for a term of  
48 four years. Mrs. Lynn Domenici received 18 votes and was elected for a term of two years. Mrs.  
49 Terri Stanton received 15 votes and was elected for a term of two years.

50  
51 On a voice vote by Mrs. Schewitz, seconded by Mrs. Kerins, the resolution was approved  
52 unanimously.

53  
54 2023-05 Resolution Appointing Officers

55 Mr. Carter presented Resolution 2023-05 for supervisor role designation. Mrs. Mary Beth  
56 Schewitz would remain the Chair of Key Marco Community Development District.  
57 Mrs. Luanne Kerins would remain the Vice Chair of Key Marco Community Development  
58 District.  
59 Mrs. Dayna Muhlbach would remain the Treasurer of Key Marco Community Development  
60 District.  
61 Mr. Joshua Carter would remain the Secretary of Key Marco Community Development District.  
62 Mrs. Terri Stanton would remain the Assistant Secretary of Key Marco Community  
63 Development District.  
64 Mr. John Esposito would remain the Assistant Secretary of Key Marco Community Development  
65 District.  
66 Mrs. Lynn Domenici would remain the Assistant Secretary of Key Marco Community  
67 Development District.

68  
69 On a voice vote by Mrs. Schewitz, seconded by Mrs. Kerins, the resolution was approved  
70 unanimously.

71  
72 **ATTORNEY'S REPORT**

73  
74 Mr. Urbancic provided the Board of Supervisors with a reminder of Florida Sunshine Laws and  
75 best practices for communication in light of the statutes.

76  
77 **ENGINEER'S REPORT**

78  
79 Bridge Inspection Report

80 Mr. Schmitt noted that following the completion of the diving inspection of Key Marco Bridge,  
81 no structural or safety issues were found as a result of Hurricane Ian. Mr. Schmitt noted that  
82 the pilings of Key Marco Bridge did not show signs of damage caused by debris and confirmed  
83 the safety of the bridge structure.

84 Bridge Painting Quote Update

85 Mr. Schmitt noted that he was continuing to work on gathering bids for the painting of Key  
86 Marco Bridge. He asked if the District had possession of digital plans of Key Marco Bridge that

could be shared with contractors seeking to bid on the project. in its repository. Mr. Carter noted that the District had the original hard copy of the plans but did not have a digital copy. Mr. Schmitt noted that he would be happy to have a digital copy of the Key Marco Bridge plans made for the district.

#### Quotes for Drainage System Inspection

Mr. Schmitt noted that he was working on obtaining pricing for a damage inspection of the catch basins and drainage systems throughout the district. He noted that many of the catch basins were located off the roadway in the mangroves and would require camera equipment to inspect. He noted that he was working alongside Quality Engineering for a quote and gathering interest from other vendors.

#### Evaluation of Hurricane Damage to Roads

Mr. Schmitt noted that following a preliminary road inspection, Key Marco Community Development District did not appear to suffer any road damage due to Hurricane Ian. The only damage to Key Marco Roadways had been previously identified in past inspections. Mr. Schmitt noted that he would provide a follow up inspection to Key Marco roadways to evaluate any damage caused by storm water settling on the roadways.

### **SUPERVISORS' REQUESTS**

Mrs. Stanton asked what the process would be for rip-rap cleaning along the rights of way. Mr. Carter noted that he would be happy to gather a price for a pressure cleaning. Mr. Carter noted that following the hurricane, the pressure washing contractor used previously had been difficult to reach but he would follow up to gather a quote.

### **DISTRICT MANAGER'S REPORT**

#### Update on Hurricane Recovery

##### a. Expedited Debris Cleanup

- a. Mr. Carter noted that the District's landscape provider would be completing their final cleanup of debris on the CDD property on November 21 to satisfy the requirements for FEMA Expedited Debris Removal. Completion of debris removal by the deadline allows recipients to claim 100 percent of the debris removal for reimbursement.

##### b. Bridge Streetlights and Navigation Lights

- a. Mr. Carter noted that the District's electrical contractor had restored power to the bridge navigation lights, but 7 lights remain inoperable following the hurricane. Mr. Carter and Mrs. Schewitz identified the lights without function and Mr. Carter noted he has contacted the electrical contractor to have the lights restored to working order.

##### c. Gatehouse Electrical Repairs

- a. Mr. Carter noted that the Key Marco Gates were still without function due to the damage caused by flooding from the hurricane. The District's gate contractor

had been on the site multiple times to restore the gates but new operators were required due to corrosion. The gate contractor was awaiting delivery of the parts to come back to the site to restore the gate functionality.

d. Irrigation System Repairs

- a. Mr. Carter noted that the irrigation recapture system had sustained flood damage due to hurricane Ian. The motor within the irrigation recapture system had seized up due to corrosion and was replaced by the irrigation services company restoring functionality.

e. FEMA Mitigation funding for Key Marco Bridge and Gatehouse

- a. Mr. Carter noted that the District's FEMA representative had noted that there may be possible mitigation funding opportunities for damaged components of the bridge lights and gate operators. Mr. Carter noted that he would continue scoping with FEMA the viability of FEMA mitigation funding for modernizing these components for storm resiliency and follow up.

f. Securitas Contract

Mr. Carter noted that the District's gate security provider submitted their updated pricing for 2023 at a significant cost increase. A discussion was held to determine if the CDD had any suggestions for altering the hours worked at the gate house by their staff to reduce staff. The guards were currently on staff from 6:30 AM to 6:30 PM Monday – Friday and 6:30 AM – 4:30 PM Saturday and Sunday. After discussion, it was determined that given the high volume of construction traffic and public visitors, it would be best to keep the schedule in place. Mr. Carter noted that he was working on gathering competing bids for security services.

g. City of Marco Island Bike Access Meeting Postponed to February

- a. Mr. Carter noted that a discussion with the City of Marco Island Manager around bike access for the public and possible blanket payments for Marco Resident access would be postponed to the February meeting of Key Marco Community Development District.

**PUBLIC COMMENT**

A public comment was made regarding the current protocol for public access for bikers. Mr. Carter provided insight into the process set out by the road use fee and collection by credit card facilitated by guard gate staff.

**NEXT MEETING**

The next meeting will be held in February on the 15<sup>th</sup> at 8:30 AM ET

**ADJOURNMENT**

The meeting was then adjourned at 11:05 AM on a Motion by Mrs. Schewitz and a second by Mrs. Kerins. The motion was passed unanimously.



**ADDENDUM**

**To Security Services Agreement (the "Agreement") Between**

**Key Marco ("Client")**

**And Securitas Security Services USA, Inc. ("Company")**

**Effective Date: 1/1/2023**

As of the Effective Date of this Addendum, the agreement is modified as follows; except as specifically modified by this Addendum, all terms of the Agreement remain in full force.

Positions	HPW	Wage Rates	Bill Rates	Estimated Monthly Cost	Estimated Annual Cost
Site Supervisor	40	\$21.00	\$34.10	<b>\$11,261.47</b>	<b>\$135,137.60</b>
Legacy Officer	40	\$19.00	\$30.87		
<b>Consolidated Hours &amp; Rates:</b>	80		\$32.49		
<b>Totals</b>				<b>\$11,261.47</b>	<b><u>\$135,137.60</u></b>

Client: \_\_\_\_\_

Securitas Security Services USA, Inc.

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

# Allied Universal

## Key Marco Security Budget:

Key Marco				Proposed Budget (est)	
	Wage	Bill Rate	Weekly Hours	Weekly Cost	Annual Cost
<i>Security Professional</i>	\$ 20.00	\$ 28.40	82.00	\$ 2,328.80	\$ 121,097.60
	Subtotal:		82.00	\$ 2,328.80	\$ 121,097.60
Holidays / OT - Security Officer	\$ 30.00	\$ 42.60	7 Holidays		\$ 1,164.40
Equipment & Other Items					
Medical & Benefits Package			included in above		
				Subtotal:	\$ 122,262.00
				Sales Tax Exempt	
				Annual TOTAL	\$ 122,262.00
				Bi Weekly Avg	\$ 4,702.38
				Monthly Avg	\$ 10,188.50

## Pricing

### Wage and Invoice Schedule

for

Key Marco

Based on 80 weekly hours of service

Position	Hours Per Week	Pay Rate	Invoice Rate
Shift Lead	40	\$19.00	\$28.37
Unarmed Security Officer	40	\$18.00	\$27.06
<b>Total/Average</b>	<b>80</b>	<b>\$18.50</b>	<b>\$27.71</b>

Estimated Monthly Total    \$    9,364.00

Estimated Annual Total     \$ 115,605.00

**\*NOTE: invoice rates and budgetary estimates are not inclusive of FL state sales tax which will be direct billed as incurred.**

#### Pricing Assumptions:

Sunstates' pricing model is transparent - there are no hidden or surprise fees for services, and any direct billed items are clearly defined.

#### Included in Invoice Rate:

The following elements are **included** in our proposed pricing:

- Recruitment, background screening and hiring costs
- Employee wages, direct deposit or Visa pay card, payroll taxes and insurance
- Employee benefits and incentives, including health insurance, life insurance, paid vacations, service awards and advancement opportunities
- Holiday pay for time worked on six (6) holidays
- Multiple sets of top-quality uniforms for all seasons, with replacements furnished as needed
- Basic introductory training, site-specific training, continuing education
- Mobile phone
- Real Time reporting software
- Sunstates Officers Learning Online (SOLO Program)
- Site-specific Standard Operating Procedures (SOP) Manual



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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October 28, 2022

To Board of Supervisors  
Key Marco Community Development District  
505 Whiskey Creek Dr.  
Marco Island, FL 34145

We are pleased to confirm our understanding of the services we are to provide Key Marco Community Development District, Collier County, Florida ("the District") for the fiscal year ended September 30, 2022. We will audit the financial statements of the governmental activities and the major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Key Marco Community Development District as of and for the fiscal year ended September 30, 2022. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2022 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

**Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

**Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$5,700 for the September 30, 2022 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination.

even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Key Marco Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



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Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Key Marco Community Development District.

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

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

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

## Pelican Bay Water Quality Panel

5319 Crayton Road



**Royal Hammock Water Quality Panel  
1849 Royal Hammock Blvd.**





## MEMORANDUM

**To:** Joshua Carter, Key Marco CDD  
**From:** Davide Schmitt, P.E., FL 41671 *DWS*  
**Date:** January 30, 2023  
**Subject:** Post Hurricane Ian Roadway/Drainage Assessment

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On January 13, 2023, a post Hurricane Ian assessment was conducted in the Key Marco community in regard to roadway pavement condition and its drainage. This assessment was conducted with District Manager Joshua Carter and Board Chair Mary Beth Schewitz. To assist in the assessment the roadway condition mapping completed in 2020 and updated in 2022 was utilized.

Utilizing a low-speed vehicle, all of the CDD roadways were driven. During the drive, areas of distressed pavements were examined and compared with the base mapping. This drive through did not identify any new or expanded deteriorated pavement areas.

Similarly, a review of the drainage was conducted with visual observations. No CCTV was conducted of pipelines. It should also be noted that several outfalls were not accessible. These outfalls were not accessible prior to the storm event. The assessment did not identify any damages from Hurricane Ian.

It is recommended that the Key Marco CDD continue its ongoing programming of roadway repairs and drainage reviews.



## MEMORANDUM

**To:** Joshua Carter, Key Marco CDD  
**From:** David W. Schmitt, P.E.  
**Date:** February 14, 2023  
**Subject:** Storm Sewer Investigation

---

Following is a listing of priority storm structures and piping to be inspected by Sewer View under their attached proposal. Those we discussed in the field are listed with the Priority 1 group. Priority 1 includes those near the south end of Whiskey Creek Drive prior to the intersection with Blue Hill Creek. I also included a group at the west end of Blue Hill Creek as Priority 2, if time permits. The contractor should be able to complete the Priority 1 group with one day mobilization. The cost for one day is \$2,800.00.

Priority	Structures	Addresses
1	STR 26,27, MES 14	839/845 Whiskey Creek
1	STR 28,29, MES 15	857/863 Whiskey Creek
1	STR 30,31, MES 16	911/917 Whiskey Creek
1	STR 32,33,34, MES 17	929/935 Whiskey Creek (Near Tee)
2	STR 52, MH 1, MH 2, STR 53	At West End Blue Hill Creek



## SEWER VIEWER, INC.

---

MORGAN LEIGHTON BROWN  
ENGINEER\ESTIMATOR  
2190 ANDREA LANE  
FORT MYERS, FL 33912

Telephone 239-267-3344  
Fax 239-267-2906  
SEWERTWO@aol.com

HOLE MONTES  
ATTN: DAVID SCHMITT  
VIA: [DavidSchmitt@hmeng.com](mailto:DavidSchmitt@hmeng.com)

12-5-22

RE: KEY MARCO

DEAR DAVE,

THANK YOU FOR GIVING ME THE OPPORTUNITY TO QUOTE YOU PRICES TO INSPECT STORM SEWERS.

I LOOKED AT ABOUT 20 BASINS LAST WEEK. MOST OF THEM WERE DRY WHILE OTHERS HAD VARYING DEGREES OF WATER IN THEM.

PER OUR DISCUSSION WE WOULD MEASURE THE DEPTH OF SAND/DEBRIS IN THE BASIN SUMP. WE WOULD THEN USE THE POLE CAMERA TO LOOK INTO THE PIPE ENDS. BASINS WITH SUBMERGED PIPES, OR ARE NOT ACCESSIBLE, WE WILL NOT BE ABLE TO DO.

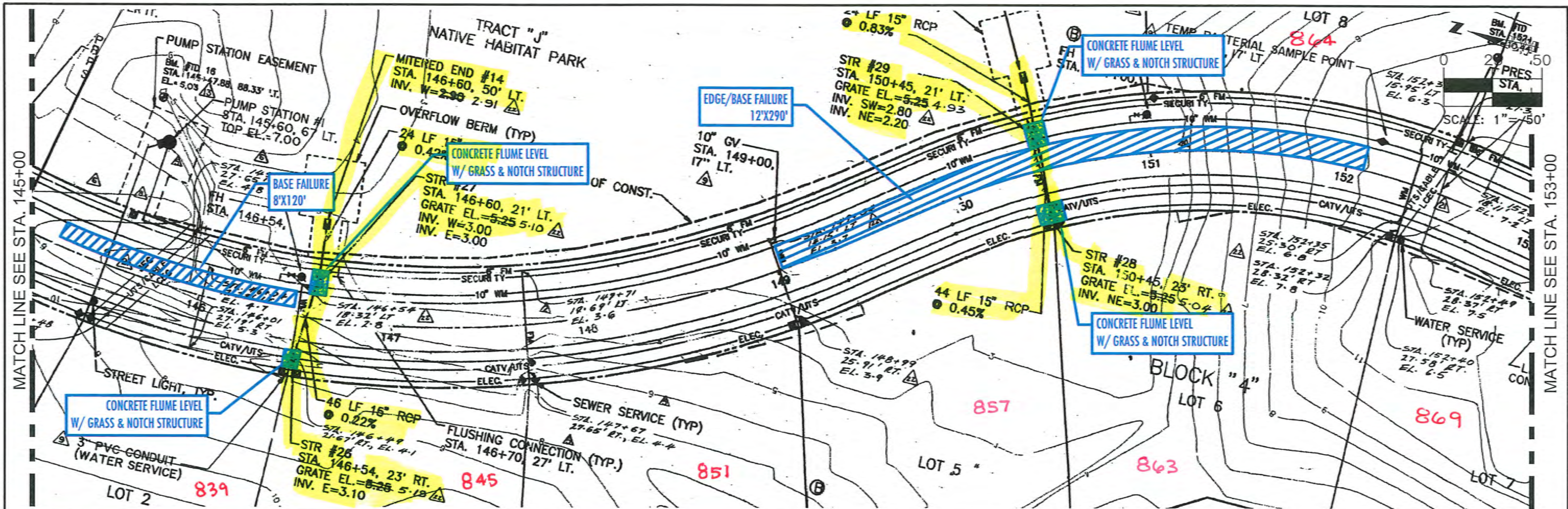
THE POLE CAMERA AIS AN HD CAMERA WITH EXTRA LIGHTING THAT IS LOWERED INTO THE CATCH BASIN. IT HAS AN ADVANCED ZOOM ALLOWING IT TO LOOK DOWN THE PIPE. YOU CAN USUALLY SEE 30' FEET.

OUR DAY RTE IS \$2,800.00. WE ESTIMATE 3 DAYS. IF YOU HAVE ANY QUESTIONS PLEASE GIVE ME A CALL.

SINCERELY,

*Morgan Brown*

PRESIDENT  
SEWER VIEWER, INC.



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LETTER	REVISIONS	DATE

# KEY MARCO COMMUNITY DEVELOPMENT ROADWAY PLANS



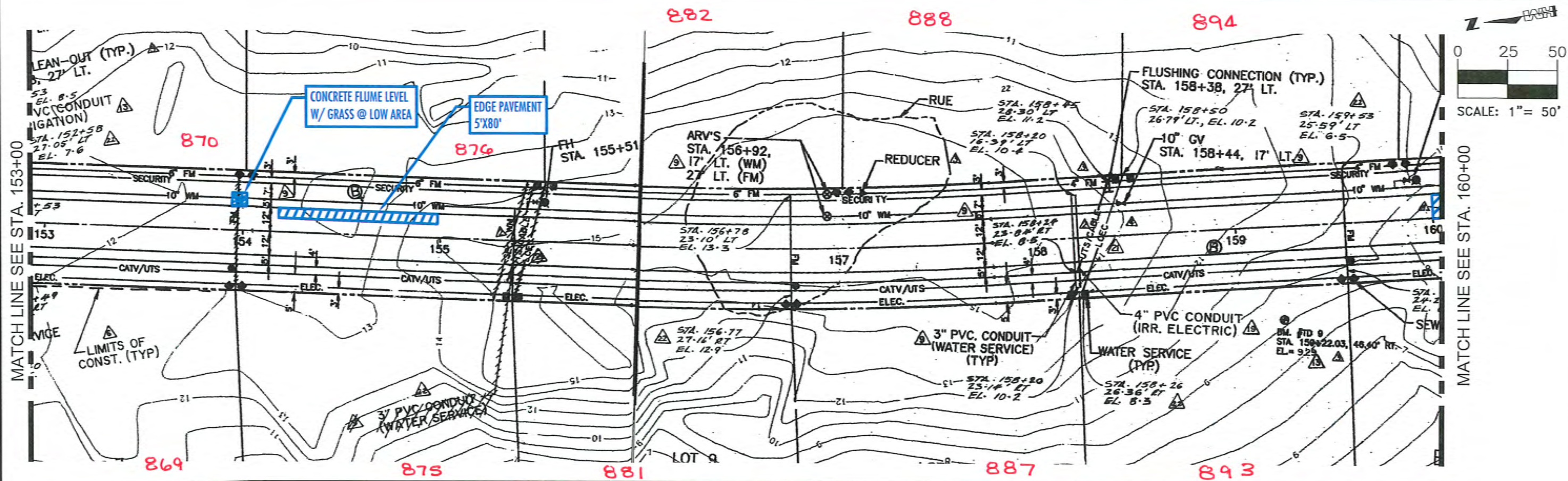
DAVID SCHMITT, P.E.  
P.E. NO.: 41671  
HOLE MONTES, INC.  
950 ENCORE WAY  
NAPLES, FL. 34110  
CERTIFICATE OF AUTHORIZATION No.1772

PRIORITY NO. 1

DRAWING CURRENT AS OF: 10/07/20

PLAN VIEW

CAD FILE NAME:	DRAWING NO.:
	BASE
HM PROJECT NO.:	SHEET NO.:
2020.021A	12



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LETTER	REVISIONS	DATE

KEY MARCO  
COMMUNITY DEVELOPMENT  
ROADWAY PLANS

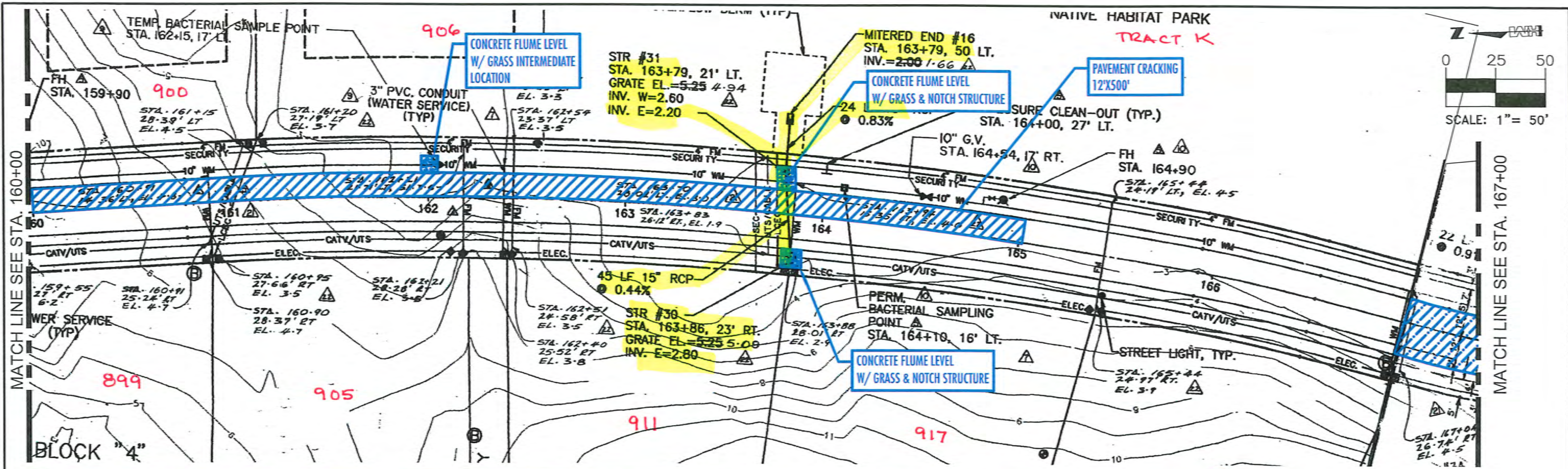


DAVID SCHMITT, P.E.  
P.E. NO.: 41671  
HOLE MONTES, INC.  
950 ENCORE WAY  
NAPLES, FL. 34110  
CERTIFICATE OF AUTHORIZATION No.1772

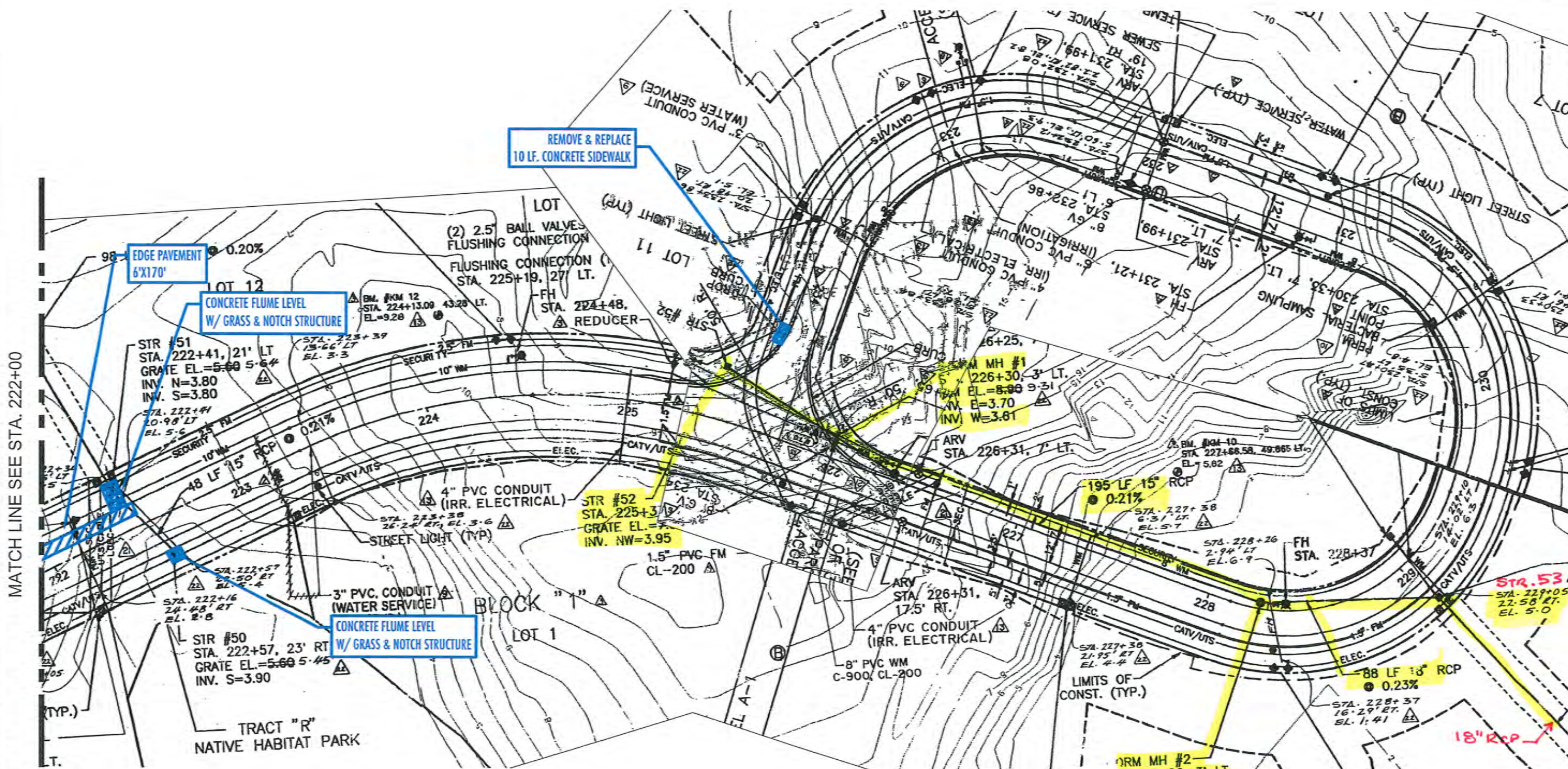
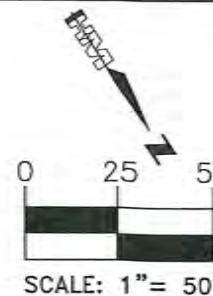
PRIORITY NO. 1

PLAN VIEW

DRAWING CURRENT AS OF: 10/07/20	
CAO FILE NAME:	DRAWING NO.:
	BASE
HM PROJECT NO.:	SHEET NO.:
2020.021A	13







MATCH LINE SEE STA. 222+00

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LETTER	REVISIONS	DATE

KEY MARCO  
COMMUNITY DEVELOPMENT  
ROADWAY PLANS



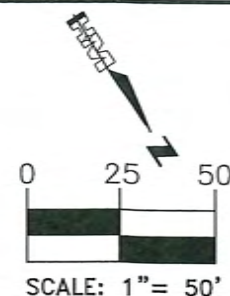
DAVID SCHMITT, P.E.  
P.E. NO.: 41671  
HOLE MONTES, INC.  
950 ENCORE WAY  
NAPLES, FL. 34110  
CERTIFICATE OF AUTHORIZATION No. 1772

PRIORITY NO. 2

PLAN VIEW

DRAWING CURRENT AS OF: 10/07/20

CAD FILE NAME:	DRAWING NO.:
	BASE
HW PROJECT NO.:	SHEET NO.:
2020.021A	23



MATCH LINE SEE STA. 222+00



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LETTER	REVISIONS	DATE

KEY MARCO  
COMMUNITY DEVELOPMENT  
ROADWAY PLANS



DAVID SCHMITT, P.E.  
P.E. NO.: 41671  
HOLE MONTES, INC.  
950 ENCORE WAY  
NAPLES, FL. 34110  
CERTIFICATE OF AUTHORIZATION No.1772

PLAN VIEW

DRAWING CURRENT AS OF: 10/07/20	
CAD FILE NAME:	DRAWING NO.:
.	BASE
HM PROJECT NO.:	SHEET NO.:
2020.021A	24

## Key Marco Community Development District

## Balance Sheet

As of September 30, 2022

	Sep 30, 22
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Fifth Third Money Market	460,064.21
Fifth Third Public Fund	420,314.15
Total Checking/Savings	880,378.36
Total Current Assets	880,378.36
<b>TOTAL ASSETS</b>	<b>880,378.36</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	3,713.57
Total Accounts Payable	3,713.57
Total Current Liabilities	3,713.57
Total Liabilities	3,713.57
Equity	
Retained Earnings	785,907.65
Net Income	90,757.14
Total Equity	876,664.79
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>880,378.36</b>

**Key Marco Community Development District**  
**Profit & Loss Budget Performance**  
September 2022

Accrual Basis

	Sep 22	Budget	Oct '21 - Sep 22	YTD Budget	Annual Budget
<b>Income</b>					
FEMA Proceeds	0		0	0	0
Interest Income	35		760	1,000	1,000
Maintenance Assesements (4%)	0		-4,256	10,184	10,184
Maintenance Assessments - Levy	0		254,600	254,600	254,600
Miscellaneous Income	0		0	0	0
Road Use Fee Revenue	159		6,320	4,000	4,000
<b>Total Income</b>	<b>194</b>		<b>257,423</b>	<b>269,784</b>	<b>269,784</b>
<b>Gross Profit</b>	<b>194</b>		<b>257,423</b>	<b>269,784</b>	<b>269,784</b>
<b>Expense</b>					
<b>ACCESS CONTROL</b>					
Contractural Services	0		0	0	0
Operating Supplies	0		0	0	0
R&M Gatehouse	0		0	0	0
R&M Gates	0		0	0	0
Utilities	0		0	0	0
ACCESS CONTROL - Other	0		0	0	0
<b>Total ACCESS CONTROL</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>ADMINISTRATION</b>					
Accounting Services	0		0	0	0
Assessment Rolls	0		1,000	1,000	1,000
Attorney Fees	0	0	4,459	5,000	5,000
Audit Fees	0	0	5,500	5,000	5,000
Bank Fees	0		0	0	0
Computer- Website Support	150		750	600	600
Dues, Licenses, Subscriptions	0		175	175	175
Engineering Fees	0	0	22,762	12,000	12,000
FICA Taxes	0		0	0	0
Insurances	0		28,234	29,000	29,000
Legal Advertising	0		1,267	1,000	1,000
Management Fees	4,583	4,583	50,413	55,000	55,000
Office Supplies	0		0	300	300
Postage	0		21	0	0
Property Appraiser	0	0	0	5,000	5,000

# Key Marco Community Development District Profit & Loss Budget Performance

September 2022

Accrual Basis

	Sep 22	Budget	Oct '21 - Sep 22	YTD Budget	Annual Budget
Property Tax Collector (2%)	0	0	4,957	6,365	6,365
Rentals & Leases	0	25	255	300	300
Supervisor Expenses	0	200	3,723	5,000	5,000
Trascription Costs	0		0	1,000	1,000
<b>Total ADMINISTRATION</b>	<b>4,733</b>	<b>4,808</b>	<b>123,516</b>	<b>126,740</b>	<b>126,740</b>
<b>CAPITAL EXPENDITURES &amp; PROJECTS</b>					
Contigency Reserves	0		7,615	0	0
Gate Access Control	0		0	0	0
Landscape Improvements	0		0	0	0
Landscape Lighting	0		0	0	0
Roads	0		35,536	50,000	50,000
Roads - Root Barrier	0		0	0	0
Street Lighting	0		0	5,000	5,000
<b>Total CAPITAL EXPENDITURES &amp; PROJECTS</b>	<b>0</b>		<b>43,150</b>	<b>55,000</b>	<b>55,000</b>
Payroll Expenses	0		0	0	0
<b>ROADWAY SERVICES</b>					
Repairs & Maintenance	0		0	0	0
<b>Total ROADWAY SERVICES</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>STREET LIGHTING</b>					
Holiday Decor	0		0	0	0
R&M - General	0		0	0	0
Utilities - Electric	0		0	0	0
<b>Total STREET LIGHTING</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Expense</b>	<b>4,733</b>	<b>4,808</b>	<b>166,666</b>	<b>181,740</b>	<b>181,740</b>
<b>Net Income</b>	<b>-4,539</b>	<b>-4,808</b>	<b>90,757</b>	<b>88,044</b>	<b>88,044</b>

**Key Marco Community Development District**  
**Reconciliation Detail**  
**Fifth Third Public Fund, Period Ending 09/30/2022**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						430,507.14
<b>Cleared Transactions</b>						
<b>Checks and Payments - 5 items</b>						
Bill Pmt -Check	08/22/2022	1181	Key Marco Commun...	X	-4,583.00	-4,583.00
Bill Pmt -Check	08/31/2022	1178	Hole Montes	X	-277.50	-4,860.50
Bill Pmt -Check	08/31/2022	1179	Coleman, Yovanovic...	X	-32.50	-4,893.00
Bill Pmt -Check	09/06/2022	1180	Exploritech, Inc.	X	-150.00	-5,043.00
Bill Pmt -Check	09/12/2022	1182	Key Marco Commun...	X	-4,583.00	-9,626.00
Total Checks and Payments					-9,626.00	-9,626.00
<b>Deposits and Credits - 2 items</b>						
Deposit	09/30/2022			X	34.98	34.98
Deposit	09/30/2022			X	159.11	194.09
Total Deposits and Credits					194.09	194.09
Total Cleared Transactions					-9,431.91	-9,431.91
Cleared Balance					-9,431.91	421,075.23
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 5 items</b>						
Check	09/28/2020	2689S	Collier County Utilities		-116.88	-116.88
General Journal	09/30/2020	2020-09			-1,171.35	-1,288.23
Check	09/30/2020	50006	Luanne Kerins		-184.70	-1,472.93
Bill Pmt -Check	11/08/2021	1118	Naples Daily News		-199.50	-1,672.43
Bill Pmt -Check	11/18/2021	1121	Coleman, Yovanovic...		-260.00	-1,932.43
Total Checks and Payments					-1,932.43	-1,932.43
<b>Deposits and Credits - 2 items</b>						
General Journal	09/30/2020	2020-01			0.00	0.00
General Journal	09/30/2021	2020-18			1,171.35	1,171.35
Total Deposits and Credits					1,171.35	1,171.35
Total Uncleared Transactions					-761.08	-761.08
Register Balance as of 09/30/2022					-10,192.99	420,314.15
<b>New Transactions</b>						
<b>Checks and Payments - 27 items</b>						
Bill Pmt -Check	11/02/2022	1185	Risk Management A...		-28,922.00	-28,922.00
Bill Pmt -Check	11/02/2022	1184	Florida Department ...		-175.00	-29,097.00
Bill Pmt -Check	11/21/2022	1195	Coleman, Yovanovic...		-3,243.00	-32,340.00
Bill Pmt -Check	11/21/2022	1192	Hole Montes		-2,618.75	-34,958.75
Bill Pmt -Check	11/21/2022	1193	Preferred Governme...		-926.66	-35,885.41
Bill Pmt -Check	11/21/2022	1191	Naples Daily News		-406.00	-36,291.41
Bill Pmt -Check	11/21/2022	1190	Terri Stanton		-400.00	-36,691.41
Bill Pmt -Check	11/21/2022	1187	Mary Beth Schewitz		-400.00	-37,091.41
Bill Pmt -Check	11/21/2022	1188	Luanne Kerins		-400.00	-37,491.41
Bill Pmt -Check	11/21/2022	1189	John Esposito		-400.00	-37,891.41
Bill Pmt -Check	11/21/2022	1186	Lynn Narath		-400.00	-38,291.41
Bill Pmt -Check	11/21/2022	1194	Robert Flinn Record...		-60.00	-38,351.41
Bill Pmt -Check	12/09/2022	1198	Preferred Governme...		-153.33	-38,504.74
Bill Pmt -Check	12/09/2022	1199	Key Marco Commun...		-60.00	-38,564.74
Bill Pmt -Check	12/09/2022	1197	Robert Flinn Record...		-30.00	-38,594.74
Bill Pmt -Check	12/13/2022	1200	Coleman, Yovanovic...		-2,166.00	-40,760.74
Bill Pmt -Check	12/27/2022	1201	Naples Daily News		-910.00	-41,670.74
Bill Pmt -Check	12/30/2022	1203	Hole Montes		-18,808.75	-60,479.49
Bill Pmt -Check	12/30/2022	1202	AJC Associates, Inc.		-1,000.00	-61,479.49
Bill Pmt -Check	12/31/2022	1208	Robert Flinn Record...		-49.95	-61,529.44
Bill Pmt -Check	01/01/2023	1196	Exploritech, Inc.		-300.00	-61,829.44
Bill Pmt -Check	01/12/2023	1204	Evans Holdings, LLC		-47,720.00	-109,549.44
Bill Pmt -Check	01/12/2023	1207	Hoover Pumping Sy...		-2,598.82	-112,148.26
Bill Pmt -Check	01/12/2023	1205	Hands Free Security		-738.95	-112,887.21
Bill Pmt -Check	01/12/2023	1209	Preferred Governme...		-153.33	-113,040.54
Bill Pmt -Check	01/12/2023	1206	Casagrande Electric		-105.00	-113,145.54
Bill Pmt -Check	01/13/2023	1210	Cypress Access Sys...		-2,328.27	-115,473.81

2:49 PM

01/27/23

**Key Marco Community Development District**  
**Reconciliation Detail**  
Fifth Third Public Fund, Period Ending 09/30/2022

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Type	Date	Num	Name	Clr	Amount	Balance
Total Checks and Payments					-115,473.81	-115,473.81
<b>Deposits and Credits - 2 items</b>						
Deposit	10/31/2022				250.04	250.04
Deposit	10/31/2022				259.98	510.02
Total Deposits and Credits					510.02	510.02
Total New Transactions					-114,963.79	-114,963.79
Ending Balance					<b>-125,156.78</b>	<b>305,350.36</b>

**Key Marco Community Development District**  
**Balance Sheet**  
As of January 31, 2023

	Jan 31, 23
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Fifth Third Money Market	460,088.37
Fifth Third Public Fund	459,569.29
Total Checking/Savings	919,657.66
Total Current Assets	919,657.66
<b>TOTAL ASSETS</b>	<b>919,657.66</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	3,560.24
Total Accounts Payable	3,560.24
Total Current Liabilities	3,560.24
Total Liabilities	3,560.24
Equity	
Retained Earnings	876,664.79
Net Income	39,432.63
Total Equity	916,097.42
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>919,657.66</b>

**Key Marco Community Development District**  
**Profit & Loss Budget Performance**  
January 2023

Accrual Basis

	Jan 23	Budget	Oct '22 - Jan 23	YTD Budget	Annual Budget
<b>Income</b>					
FEMA Proceeds	0	0	0	0	0
Interest Income	46	42	178	167	500
Maintenance Assesements (4%)	-384	670	-4,372	2,680	8,040
Maintenance Assessments - Levy	12,892	17,867	160,092	71,467	214,400
Miscellaneous Income	0	0	1	0	0
Road Use Fee Revenue	1,078	417	1,930	1,667	5,000
<b>Total Income</b>	<b>13,632</b>	<b>18,995</b>	<b>157,829</b>	<b>75,980</b>	<b>227,940</b>
<b>Gross Profit</b>	<b>13,632</b>	<b>18,995</b>	<b>157,829</b>	<b>75,980</b>	<b>227,940</b>
<b>Expense</b>					
<b>ACCESS CONTROL</b>					
Contractural Services	0	0	0	0	0
Operating Supplies	0	0	0	0	0
R&M Gatehouse	0	0	0	0	0
R&M Gates	0	0	0	0	0
Utilities	0	0	0	0	0
<b>Total ACCESS CONTROL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ADMINISTRATION</b>					
Accounting Services	0	0	0	0	0
Assessment Rolls	0	0	1,000	1,000	1,000
Attorney Fees	0	417	5,409	1,667	5,000
Audit Fees	0	0	0	0	5,500
Bank Fees	0	0	0	0	0
Computer- Website Support	0	50	300	200	600
Dues, Licenses, Subscriptions	0	0	175	175	175
Engineering Fees	0	750	21,428	3,000	9,000
FICA Taxes	0	0	0	0	0
Insurances	153	0	30,002	30,000	30,000
Legal Advertising	0	83	1,316	333	1,000
Management Fees	0	0	0	10	10
Office Supplies	0	25	0	100	300
Postage	0	0	0	0	0
Property Appraiser	0	85	0	340	1,020
Property Tax Collector (2%)	248	425	3,076	1,699	5,098

**Key Marco Community Development District**  
**Profit & Loss Budget Performance**  
January 2023

Accrual Basis

	Jan 23	Budget	Oct '22 - Jan 23	YTD Budget	Annual Budget
Rentals & Leases	0	30	200	120	360
Supervisor Expenses	0	417	2,000	1,667	5,000
Trascription Costs	0	83	0	333	1,000
<b>Total ADMINISTRATION</b>	<b>402</b>	<b>2,365</b>	<b>64,905</b>	<b>40,645</b>	<b>65,063</b>
<b>CAPITAL EXPENDITURES &amp; PROJECTS</b>					
Bridge Inspection Reserves	0	417	0	1,667	5,000
Bridge Painting	0	2,250	0	9,000	27,000
Bridge Reserves	0	1,500	0	6,000	18,000
Contigency Reserves	0	0	0	180	7,615
Gate Access Control	0	0	0	0	0
Gatehouse Gates	0	0	0	0	0
Landscape Improvements	0	0	0	0	0
Roads	0	5,833	0	23,333	70,000
Roads - Root Barrier	0	0	0	0	0
Solar Streetlighting	0	1,000	0	4,000	12,000
Street Lighting	0	0	0	0	0
<b>Total CAPITAL EXPENDITURES &amp; PROJECTS</b>	<b>0</b>	<b>11,000</b>	<b>0</b>	<b>44,180</b>	<b>139,615</b>
<b>Hurricane Ian Expenses</b>					
Hurricane Ian Debris Cleanup	47,720		47,720		
Hurricane Ian Gatehouse Repair	3,067		3,067		
Hurricane Ian Irrigation Repair	2,704		2,704		
<b>Total Hurricane Ian Expenses</b>	<b>53,491</b>		<b>53,491</b>		
Irrigation Services	0	0	0	0	0
<b>ROADWAY SERVICES</b>					
Repairs & Maintenance	0	1,000	0	4,000	12,000
<b>Total ROADWAY SERVICES</b>	<b>0</b>	<b>1,000</b>	<b>0</b>	<b>4,000</b>	<b>12,000</b>
<b>STREET LIGHTING</b>					
Holiday Decor	0	0	0	0	0
R&M - General	0	0	0	0	0
Utilities - Electric	0	0	0	0	0

**Key Marco Community Development District**  
**Profit & Loss Budget Performance**  
January 2023

Accrual Basis

	Jan 23	Budget	Oct '22 - Jan 23	YTD Budget	Annual Budget
Total STREET LIGHTING	0	0	0	0	0
Total Expense	53,893	14,365	118,396	88,825	216,678
Net Income	<u>-40,261</u>	<u>4,630</u>	<u>39,433</u>	<u>-12,844</u>	<u>11,263</u>

2:02 PM

02/07/23

**Key Marco Community Development District**  
**Reconciliation Detail**  
**Fifth Third Public Fund, Period Ending 01/31/2023**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						
<b>Cleared Transactions</b>						521,663.80
<b>Checks and Payments - 10 items</b>						
Bill Pmt -Check	12/27/2022	1201	Naples Daily News	X	-910.00	-910.00
Bill Pmt -Check	12/30/2022	1203	Hole Montes	X	-18,808.75	-19,718.75
Bill Pmt -Check	12/30/2022	1202	AJC Associates, Inc.	X	-1,000.00	-20,718.75
Bill Pmt -Check	12/31/2022	1208	Robert Flinn Record...	X	-49.95	-20,768.70
Bill Pmt -Check	01/01/2023	1196	Exploritech, Inc.	X	-300.00	-21,068.70
Bill Pmt -Check	01/12/2023	1204	Evans Holdings, LLC	X	-47,720.00	-68,788.70
Bill Pmt -Check	01/12/2023	1207	Hoover Pumping Sy...	X	-2,598.82	-71,387.52
Bill Pmt -Check	01/12/2023	1205	Hands Free Security	X	-738.95	-72,126.47
Bill Pmt -Check	01/12/2023	1209	Preferred Governme...	X	-153.33	-72,279.80
Bill Pmt -Check	01/12/2023	1206	Casagrande Electric	X	-105.00	-72,384.80
Total Checks and Payments					-72,384.80	-72,384.80
<b>Deposits and Credits - 4 items</b>						
Deposit	01/09/2023			X	12,167.68	12,167.68
Deposit	01/13/2023			X	91.77	12,259.45
Deposit	01/31/2023			X	41.81	12,301.26
Deposit	01/31/2023			X	1,078.38	13,379.64
Total Deposits and Credits					13,379.64	13,379.64
Total Cleared Transactions					-59,005.16	-59,005.16
Cleared Balance					-59,005.16	462,658.64
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 6 items</b>						
Check	09/28/2020	2689S	Collier County Utilities		-116.88	-116.88
General Journal	09/30/2020	2020-09			-1,171.35	-1,288.23
Check	09/30/2020	50006	Luanne Kerins		-184.70	-1,472.93
Bill Pmt -Check	11/08/2021	1118	Naples Daily News		-199.50	-1,672.43
Bill Pmt -Check	11/18/2021	1121	Coleman, Yovanovic...		-260.00	-1,932.43
Bill Pmt -Check	01/13/2023	1210	Cypress Access Sys...		-2,328.27	-4,260.70
Total Checks and Payments					-4,260.70	-4,260.70
<b>Deposits and Credits - 2 items</b>						
General Journal	09/30/2020	2020-01			0.00	0.00
General Journal	09/30/2021	2020-18			1,171.35	1,171.35
Total Deposits and Credits					1,171.35	1,171.35
Total Uncleared Transactions					-3,089.35	-3,089.35
Register Balance as of 01/31/2023					-62,094.51	459,569.29
<b>Ending Balance</b>					<b>-62,094.51</b>	<b>459,569.29</b>

## AGREEMENT REGARDING USE OF DISTRICT FACILITIES

**THIS AGREEMENT REGARDING USE OF DISTRICT FACILITIES** (this "Agreement") is made and entered into on this 2nd day of January, 2023, between **KEY MARCO COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose address is c/o District Manager, 505 Whiskey Creek Drive, Marco Island, FL 34145 (KMCDD), and YMCA of Collier County, Inc., a Florida nonprofit, whose address is 101 Sand Hill St. Marco Island, FL 34145 ("User").

### RECITALS

- A. KMCDD is the owner of a roadway and other facilities within the Key Marco community in Collier County, Florida.
- B. User has requested to use the following facility (the "Facility"): Key Marco Roadways to host the following event at the Facility ("Event"): Tour De Marco; and
- C. KMCDD desires to permit User to conduct the Event under certain terms and conditions described in this Agreement; and
- D. KMCDD does not warrant that the Facility is suitable or fit for purposes requested by User but User does believe it to be fit and suitable and User does acknowledge that KMCDD provides no warranties whatsoever; and
- E. KMCDD and User desire to contract and memorialize their understandings and covenants regarding this matter.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.
2. Use of KMCDD Facility. KMCDD agrees User may utilize the Facility listed on the following date(s) and time(s) for the sole purpose of conducting the Event:

Facility	Date	Times
Key Marco Roadways	February 26 <sup>th</sup> , 2023	7:00-3:00p.m.

A. Preparation. User shall be solely responsible for making all preparations relative to the Event to be held using the Facility. KMCDD and User agree that all food, beverages, entertainment, security, parking, traffic control, crowd control, capacity determinations and personnel necessary for the Event shall be the sole responsibility of User and shall be undertaken by User pursuant to all applicable federal, state, and local laws, ordinances, rules and regulations and shall be subject to the prior review and approval of their use by KMCDD.

B. No Use of Other Property. User agrees on behalf of itself and its workers, attendees and guests at the Event that the use hereunder shall be limited to the Facility and it shall not utilize or enter any other property of KMCDD (including, without limitation, other easement areas or stormwater management areas) without the express written consent of KMCDD.

C. Additional Facilities. KMCDD maintains no permanent restrooms or trash receptacles. Consequently, User shall make its own accommodations to meet the needs of the User's attendees. If necessary, User agrees and covenants that the User will make arrangements at its sole cost and expense for the provision of adequate portable restrooms and trash receptacles for the Event, including provision for the delivery, operations and prompt removal.

3. Damage/Deposit Required. User agrees to make every reasonable effort to ensure the Facility is not damaged and assumes full responsibility for the use of the Facility by its employees, agents, representatives, invitees and attendees during the preparation for, the conducting of, and the cleaning after the Event.

A. Repair. User agrees to maintain, restore, and repair, or cause to be maintained, restored or repaired, the Facility or any KMCDD property which is injured, damaged, destroyed, or otherwise impaired by User's employees, agents, representatives, invitees or attendees during, or as a result of, the preparation for the Event, the conduct of the Event, or the post-Event cleaning.

B. Cleaning/Deposit. User agrees to clean the Facility and otherwise return or restore the Facility to the condition the Facility was in immediately preceding the Event. Upon execution of this Agreement, User shall post, or cause to be posted, a clean-up, damage and corrective action security deposit in the amount of **\$1,000.00** ("Deposit").

C. KMCDD Evaluation. KMCDD shall evaluate the Facility after the Event and shall notify User of any cleaning, repair, restoration or other corrective action that KMCDD deems necessary as a result of any failure by User to comply with the provisions of this Agreement. If User fails, after the notification, to timely perform such cleaning, repair, restoration or other corrective action to the satisfaction of KMCDD, KMCDD may cause such cleaning, repair, restoration or other corrective action to be made and deduct such cost from the Deposit. Any costs for cleaning, repair, restoration or other corrective action incurred by KMCDD in excess of the Deposit shall be reimbursed by User upon demand by KMCDD. Any remaining balance of the Deposit shall be returned to User.

4. Compliance. User agrees that use of the Facility by User shall be subject to all rules, policies, procedures and fees of KMCDD as set forth in KMCDD's policies, rules, or resolutions, as the same may be amended from time to time. Failure by User to abide by all rules, policies and procedures of KMCDD may result in forfeiture of the right to utilize the Facility.

5. Insurance. User, at its sole expense, shall obtain and maintain comprehensive bodily, personal injury, property damage and liability insurance on a per-occurrence basis with a minimum limit for liability in an amount of One Million Dollars (\$1,000,000) per Incident and Two Million Dollars (\$2,000,000) Aggregate, which shall include a loss payable clause in favor of KMCDD, naming KMCDD as Additional Insured under the policy, and shall provide KMCDD evidence of such insurance prior to the Event. Such insurance shall be cancelable only upon forty-five (45) days prior written notice to KMCDD.

6. Release, Hold Harmless and Indemnification. User, shall release, indemnify and hold harmless KMCDD, its agents, supervisors, officers, directors, employees and staff ("Indemnitees") from and against any liability or damages that Indemnitees may suffer as a result of claims, suits, demands,

damages, losses, fines, penalties, interest, expenses, costs or judgments against them arising out of to User's Event. This indemnification includes claims, suits, demands, damages, losses, fines, penalties, interest, expenses, costs or judgments arising out of personal injury, property damage, environmental contamination, and any other event in any way related to User's Event, no matter how remote, and shall include damages of any nature, whether compensatory, consequential, punitive or otherwise, all costs incurred in the defense of every claim, demand, cost or judgment, whether attorney fees or otherwise, and all costs incurred by Indemnitees in the enforcement of this Agreement. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity or a waiver of any limitation of liability of KMCDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Should it become necessary for Indemnitees or anyone else on their behalf, to incur any costs and/or expenses, whether directly or indirectly, including, but not by way of limitation, attorney's fees, investigator's fees, collection fees or court costs in connection with any claim or demand for which indemnification is provided by this Agreement, or in connection with any attempt to recover losses incurred on such claims or demands, or in connection with the enforcement of this Agreement or any portion of it, User shall pay Indemnitees such reasonable costs and/or expenses for which expenditure is made or liability is incurred by Indemnitees.

7. Recovery of Costs and Fees. In the event that either party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees whether in litigation, at arbitration, appeal or otherwise.

8. Assignment. User may not assign this Agreement without the prior written consent of KMCDD, which may be withheld in its sole and exclusive discretion.

9. Integration, Amendment, Governing Law. This Agreement embodies the entire understanding of the parties with respect to the subject matter herein, and the terms hereof control over and supersede all prior understandings. This Agreement may not be modified or amended in any respect other than by written instrument signed by the applicable parties hereto. This Agreement shall be construed under the laws of the State of Florida (exclusive of choice of law rules). Venue for any action arising hereunder shall lie exclusively in Collier County, Florida.

*(Remainder of Page Intentionally Left Blank—Signatures Begin on Next Page)*

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the dates set forth below.

**USER:**

YMCA of Collier County, Inc.

a Florida nonprofit

By: Rachel McHugh

Name: Rachel McHugh

Title: Event & Development Coordinator

Date: 1/2/23

**KMCDD:**

**KEY MARCO COMMUNITY  
DEVELOPMENT DISTRICT**

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

Name: \_\_\_\_\_

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown Of Florida, Inc. 1421 Pine Ridge Road, Suite 200 Naples FL 34109		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 239-262-5143 FAX (A/C, No): 239-261-8265 E-MAIL ADDRESS: certs@bnaples.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> The North River Insurance Company	
		<b>INSURER B:</b> United States Fire Insurance Company	
		<b>INSURER C:</b> RetailFirst Insurance Company	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 541020147 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		5069035251	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5069035251	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5821182423	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	052060829	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 General Liability Coverage includes Blanket Additional Insured per form #CG2026 (04-13) and Primary and Contributory per form #FM101.0.2404 (11-08) as required by written contract or agreement.

Additional Liability Limits -  
 Professional Liability: \$1,000,000 Per Incident / \$2,000,000 Aggregate  
 Abusive Acts Liability: \$1,000,000 Per Abusive Act / \$2,000,000 Aggregate  
 Tour De Marco - 2/23

## CERTIFICATE HOLDER

## CANCELLATION

Key Marco Community Development District  
 c/o District Manager  
 505 Whiskey Creek Drive  
 Marco Island FL 34145

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Kristen Kozlow*

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## PROPOSAL

**TO:** Mr. Joshua Carter, District Manager  
Key Marco CDD

**FROM:** Hank Fishkind, Ph.D., President **Hank Fishkind, Ph.D.** Digitally signed by Hank Fishkind, Ph.D.  
Date: 2023.02.05 14:29:23 -05'00'

**SUBJECT:** Update Study  
Roadway Usage Analysis for Key Marco CDD

**DATE:** February 5, 2023

**VIA:** Email only to: [josh@managerkeymarco.org](mailto:josh@managerkeymarco.org)

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### 1.0 Scope of Work

#### 1.1 Background

Fishkind & Associates, Inc., the predecessor to Fishkind Litigation Services, Inc. ("FLS") provided Key Marco CDD with its analysis of roadway usage on September 7, 2018. Therein, we recommended updating the analysis periodically to maintain fair and equitable fees. The scope of work outlined below, provides an update to the 2018 study.

#### 1.2 Task Plan

##### Task 1 Database Development

There are two sets of data that are the foundation for the update study. First, is the Districts latest adopted budget. Second, are data for the volume of trips passing through the gate broken out for guests, visitors, and contractors. The District will provide these data to FLS.

##### Task 2 Analysis of Direct Costs and Trip Volumes

FLS will analyze the District's budget and isolate the costs directly associated with gate operations and maintenance. FLS will examine the trip volumes and determine the costs associated with the types of trips. Based on these considerations, FLS will recommend an updated fee schedule.

### Task 3 Report of Findings

FLS will render our findings in a formal report that the District may use to support an update to its fee schedule.

### Task 4 Meetings and Presentations

FLS will be available at mutually agreeable times and places to present and to discuss our findings.

## **2.0 Fee Proposal, Timetable, Staffing, and Payment Terms**

### **2.1 Fee Proposal**

Our fee proposal for Tasks 1-4 is \$7,500.

### **2.2 Timetable**

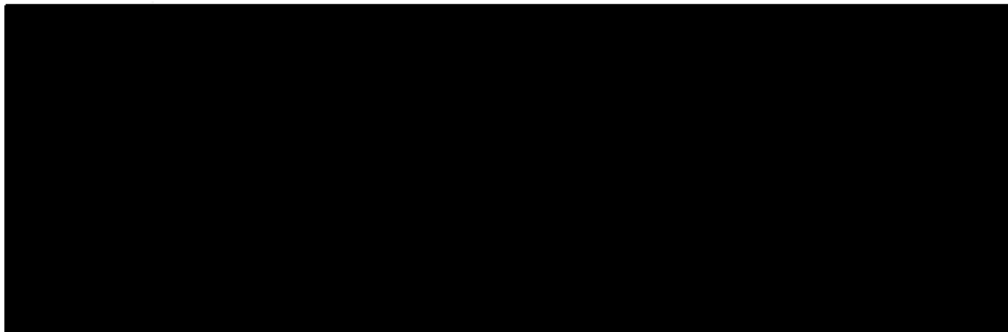
FLS will deliver our report no later than March 6, 2023.

### **2.3 FLS Staffing**

Tony DiNardo, CPA, will be the lead investigator.  
Hank Fishkind, Ph.D., will provide guidance and analysis.

### **2.2 Payment Terms**

No retainer is needed to initiate this project. Payment is due upon the deliver of our report. For convenience our wiring instructions are as follows:



## **3.0 Authorization to Proceed**

- 3.1** To authorize us to proceed as outlined above, please sign below and return an executed copy of this agreement and wire the retainer to our account. When both are received, we will commence our work.

3.2 Should you have any questions concerning this proposal, please feel free to give me a call.

3.3 Disputes and questions concerning our work are rare, but they do sometimes occur. It is our firm's policy to keep our clients satisfied if possible. If you have a question about our work, please bring it to our attention as soon as possible. Litigation concerning our work is very rare. However, if there should be such an unhappy circumstance, the matter shall be subject to Florida law with the prevailing side to be compensated for reasonable attorney's fees and costs.

3.4 To authorize us to proceed, please sign below and return a copy.

Name:

Title:

Date: