



Community Development District

Board of Supervisors
Landowners' Meeting & Election
November 20, 2024

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. Determination of Number of Voting Units Represented
3. Election of a Chairman for the purpose of Conducting the Landowners' Meeting
4. Nominations for the Position of Supervisor
5. Casting of Ballots
6. Ballot Tabulation
7. Landowners' Questions or Comments
8. Adjournment

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING
OF
KEY MARCO COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING:	November 20, 2024
TIME:	8:30 A.M.
LOCATION:	Key Marco Community Center 505 Whiskey Creek Drive Marco Island, FL 34145

Pursuant to Chapter 190, Florida Statutes, after a Community Development District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election is intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the Landowners' Meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by the landowner and located within the District for each person that the landowner desires to elect to a position on the Board of Supervisors that is open for election for the upcoming term (three (3) seats on the Board will be up for election). A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the Landowners' Meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates, make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board of Supervisors that is open for election for the upcoming term. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The remaining candidate receiving votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

The sample agenda for the Landowners' Meeting is as follows:

Sample Agenda

1. Call to Order
2. Determination of Number of Voting Units Represented
3. Election of a Chairman for the purpose of Conducting the Landowners' Meeting
4. Nominations for the Position of Supervisor
5. Casting of Ballots
6. Ballot Tabulation
7. Landowners' Questions or Comments
8. Adjournment

LANDOWNER PROXY

**KEY MARCO COMMUNITY DEVELOPMENT DISTRICT
COLLIER COUNTY, FLORIDA
LANDOWNERS' MEETING NOVEMBER 20, 2024**

KNOW ALL MEN BY THESE PRESENT, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("Proxy Holder") for and on behalf of the undersigned to vote as proxy at the meeting of the landowners of the Key Marco Community Development District to be held at the Key Marco Community Center, 505 Whiskey Creek Drive, Marco Island, Florida 34145, on November 20, 2024 at 8:30 a.m., said meeting published in a newspaper in Collier County; and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may come before said meeting including, but not limited to, the election of members of the Board of Supervisors. The Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally come before the meeting.

Any proxy hereto given by the undersigned for said meeting is hereby revoked. This proxy is to continue in force from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice thereof of such revocation presented at the landowners' meeting and filed with the Secretary of Key Marco Community Development District prior to the Proxy Holder exercising the voting rights conferred herein.

Signature of Fee Simple Landowner

Print Name of Fee Simple Landowner

Date

Property/Parcel Description:

Acreage/# of Lots

Authorized Votes*:

[Insert above the street address of each parcel, the legal description of each parcel or tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes:

* Pursuant to section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other legal entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached here. (e.g., operating agreement, bylaws, resolution, etc.)

OFFICIAL BALLOT

**KEY MARCO
COMMUNITY DEVELOPMENT DISTRICT
COLLIER COUNTY, FLORIDA
LANDOWNERS' ELECTION
NOVEMBER 20, 2024**

The undersigned certifies that he/she is the owner/authorized representative of the following land, or the legal proxy holder for the owner(s) of the following land, located within Key Marco Community Development District.

Parcel Description	Acreage	Authorized Votes
Lot ____, Block _____, Horr's Island, a.k.a., Key Marco, according to the plat thereof, as recorded in Plat Book 21, Pages 5 through 19, of the Public Records of Collier County, Florida		
Lot ____, Block _____, Horr's Island, a.k.a., Key Marco, according to the plat thereof, as recorded in Plat Book 21, Pages 5 through 19, of the Public Records of Collier County, Florida		
Lot ____, Block _____, Horr's Island, a.k.a., Key Marco, according to the plat thereof, as recorded in Plat Book 21, Pages 5 through 19, of the Public Records of Collier County, Florida		

[NOTE: If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.

The undersigned casts his/her vote(s) as follows:

NAME OF CANDIDATE

NUMBER OF VOTES

Note: The two candidates receiving the highest number of votes shall be elected for four-year terms, and the remaining candidate shall be elected for a two-year term.

Dated: _____

Signed: _____

Print Name: _____

Address: _____

(Please be advised that all applicable proxies must be submitted with this Official Ballot)



Community Development District

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Community Development District

Board of Supervisors

Regular Meeting

November 20, 2024

Immediately Following the Landowners' Meeting

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. October 16, 2024 Regular Meeting Minutes
5. Old Business
 - a. Bridge Solar Navigation Lighting Update
6. New Business
 - a. Resolution 2025-01 - Canvassing Resolution
 - b. Resolution 2025-02 - Resolution Appointing Officers
 - c. Acceptance of Special Districts Performance Measures and Standards Reporting
 - d. Acceptance of Updated Management and Facilities Maintenance Agreements
 - e. Resolution 2025-03 – Authorizing Publication of Legal Advertisements
 - f. Acceptance of Bridge Sidewalk and Concrete Column Painting Proposal
7. Attorney Report
8. Engineer Report
 - a. Acceptance of Bridge Inspection Proposal
9. Supervisors' Requests
10. District Manager Report
 - a. Acceptance of Unaudited Financials Month-End October 31, 2024
 - b. Annual Catch Basin Cleaning Completion Report
11. Public Comments
12. Adjournment

**Key Marco Community Development District
Regular Meeting
October 16, 2024**

Appearances

Luanne Kerins, Co-Chair
Terri Stanton
Jennifer Sprague
Jay Rosen

Also Present

Joshua Carter, District Manager

CALL TO ORDER/ROLL CALL

The meeting was called to order by the Co-Chair at 8:30 AM, and it was noted that four supervisors were in attendance constituting a quorum with one supervisor absent.

APPROVAL OF AGENDA

On a voice vote by Ms. Sprague and a second by Mrs. Kerins, the agenda was approved 4-0.

Public Comments

No Public Comments were received at this time.

Approval of Minutes

- a. June 26, 2024 Public Budget Hearing and Regular Meeting Minutes
Mrs. Kerins noted typos in line 113, 116, 152, 158 and line 193 of the draft meeting minutes.
Mrs. Sprague noted a typo in lines 231 and 263 of the draft meeting minutes.
Mr. Carter noted that he would correct the typos noted by the board of supervisors.

On a voice vote by Ms. Sprague and a second by Mrs. Stanton, the June 26, 2024 Public Budget Hearing and Regular Meeting Minutes were approved as amended 4-0.

Old Business

- a. Bridge Solar Navigation Lighting Update
Mr. Carter noted that he and Mr. Kerins of Key Marco Community Association had identified a potential solution for a 'quick switch' solar option for the bridge navigation lights during times of electrical outage. Mr. Kerins approached the Board of Supervisors and noted that a small transformer box could be installed alongside the electrical boxes

for the bridge lights and wired into the breaker panel to support navigation light power by externally mounted solar panel rather than the standard electrical power. Mr. Kerins noted that the material cost for the initiative would be around \$2,000 and requires that the navigation lights be on an independent breaker. Mr. Kerins noted that if the navigation lights were tied into the standard bridge streetlights, it would likely require that the navigation light fixture have wiring to support the quick switch system mounted directly and be a more complicated install, requiring the use of a bucket truck. Mr. Kerins noted that he would investigate the current wiring configuration at Key Marco Bridge and follow up to the Board of Supervisors in a future meeting.

New Business

a. Acceptance of Fiscal Year 2023-2024 Audit Engagement Letter

Mr. Carter presented the engagement letter submitted by Grau and Associates for the Fiscal Year 2023-2024 audit. Mr. Carter noted that following the renewal period and re-bidding of the District Audit Services, Grau had submitted an engagement letter including five years of renewal option for the District. Mr. Carter noted that the Board of Supervisors could vote to accept the engagement letter or re-engage the audit procurement process to select a new vendor. Mrs. Stanton asked if the audit services performed by Grau and Associates seemed up to par and worth renewal. Mr. Carter noted that the District had utilized Grau and Associates for a number of years and was pleased with the timeliness and insight provided in the 2022-2023 audit service.

On a voice vote by Mrs. Sprague and a second by Mrs. Kerins, the engagement letter for Fiscal Year 2023-2024 audit services by Grau and Associates was accepted as presented 4-0.

b. Special Districts Performance Measures and Standards Reporting

Mr. Carter noted that as required by statute for Fiscal Year 2024-2025, the District would be required to establish Performance Measures and Standards to be reported to the state by the end of 2025 Fiscal Year. Mr. Carter noted that Mr. Urbancic had provided a sample Performance Measures and Standards document that he had updated to include draft goals and objectives specific to Key Marco Community Development District. Mr. Carter presented the draft Performance Measures Document which included three categories of measures: Community Communication and Engagement, Infrastructure and Facilities Maintenance and Financial Transparency and Accountability. Mr. Carter noted that for Community Communication and Engagement, the goals were as follows: Public Meetings Compliance, Notice of Meetings Compliance and Access to Records Compliance. For Infrastructure and Facilities Maintenance as follows: Natural Disaster

Preparation and Response, District Drainage System and Catch Basin Maintenance and District Infrastructure and Maintenance Inspection Schedule. For Financial Transparency and Accountability: Annual Budget Preparation, Financial Reports and Annual Financial Audit. Mr. Carter noted that each goal item includes an objective, method of measurement and standard for determining whether the goal was achieved. Mr. Carter asked that the Board of Supervisors review the draft goals and follow up in the November meeting with any suggestions or comments prior to approval. Mr. Carter noted that in working with Mr. Urbancic on developing the Performance Measures and Standards, he noted the importance of keeping the goal items both achievable and within reason.

c. Updated Management and Facilities Maintenance Agreements Discussion

Mr. Carter noted that following the 2022-2023 Audit, one of the auditor's asks was that updated agreements for the Management and Facilities Maintenance between Key Marco CDD and Key Marco Community Association be put in place for clarity. Mr. Carter noted that the District is entered into agreements with the HOA for management services and facilities maintenance as a matter of simplifying common services utilized by both entities and allowing for continuity of management across both entities. Mr. Carter noted that the District pays the Association a nominal fee of \$10 for each agreement to the Association annually and presented draft updated agreements prepared by Mr. Urbancic to the Board of Supervisors. Mr. Carter noted that the updated contracts primarily included updates to dates and wording to comply with current requirements of special districts and the scope of each agreement remained the same as prior. Mr. Carter asked that the Board of Supervisors review the draft agreements and follow up in the November meeting to review and vote on acceptance of the agreements for the current fiscal year.

ATTORNEY'S REPORT

No attorney report was made at this time.

ENGINEER'S REPORT

No engineer's report was made at this time.

SUPERVISORS' REQUESTS

No Supervisors' Requests were made at this time.

DISTRICT MANAGER'S REPORT

a. Hurricane Helene Report

Mr. Carter noted that Hurricane Helene brought tropical storm force winds, light storm surge and heavy rains to the Island but was happy to report that the District Infrastructure responded well and without any observable damages. Mr. Carter noted that 1-3 feet of estimated storm surge was observed at peak surge times and quickly receded off the Key Marco Roadways once dissipated. Mr. Carter noted that the tropical storm force winds brought minor landscape debris that was quickly removed by the community's landscape partner following the storm as part of their regular service.

b. Hurricane Milton Report

Mr. Carter noted that following Hurricane Helene, a tropical depression passed over the District bringing heavy rains. Just 12 days following Hurricane Helene, Hurricane Milton passed by the area in the gulf to the east, bringing strong tropical storm force winds, 3-5 feet of estimated storm surge at peak surge and heavy rains to the area. Mr. Carter noted that he was happy to report that aside from minor landscape damage due to the surge, District infrastructure and property remained without observable damage. Mr. Carter noted that while low areas of the roadways were covered with about one foot of water, once receded was reduced to the swales and drained over the following days. Mr. Carter noted that even with the 9 inches of rain experienced between storms, prolonged flooding was an issue thanks to the District drainage system. Mr. Carter noted that the stronger winds and surge led to an increase of storm related landscape debris, which was quickly removed by the community landscape partner to a total cost of \$2,800.

157 c. Acceptance of Fiscal Year-End Financials Ending September 30, 2024

158 Mr. Carter presented the unaudited financial statements ending September 30, 2024 to
159 the board of supervisors. On the balance sheet, Mr. Carter highlighted the total cash-on-
160 hand at the close of the Fiscal Year to the amount \$944,040.65 between all District bank
161 accounts less prepaid expenses. Mr. Carter noted that the First Horizon Money Market
162 Account had been marked as dormant in the prior month and would require account
163 activity to re-activate the account. Mr. Carter noted that the balance for this account
164 showed a position of \$248,909.42, nearing the FDIC limit of \$250,000. Mr. Carter noted
165 that he would engage with the District's banking representative at First Horizon and
166 determine whether a transfer of funds from the account would satisfy the account
167 activity requirement and move funds to another account to avoid FDIC overages.

168
169 On the Profit and Loss, Mr. Carter highlighted the total expenditure for FY 2023-2024 to
170 the amount of \$159,412.31, below the budgeted expenditure of 233,292.00.
171

172 On a voice vote by Mrs. Sprague and a second by Mrs. Kerins, a motion to accept the Unaudited
173 Financials ending September 30, 2024 was approved 4-0.

174
175 **PUBLIC COMMENT**

176 No Public Comments were received at this time.
177

178 **NEXT MEETING**

179 The next regular meeting will be held on November 20, 2024 immediately following the
180 Landowners' Meeting of Key Marco Community Development District
181

182 **ADJOURNMENT**

183 The meeting was then adjourned at 9:50 AM on a Motion by Mrs. Kerins and a second by Mrs.
184 Sprague. The motion was passed 4-0.

RESOLUTION 2025-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
KEY MARCO COMMUNITY DEVELOPMENT DISTRICT
CANVASSING AND CERTIFYING THE RESULTS OF THE
LANDOWNERS ELECTION OF SUPERVISORS FOR KEY
MARCO COMMUNITY DEVELOPMENT DISTRICT HELD
PURSUANT TO SECTION 190.006, FLORIDA STATUTES;
PROVIDING A SEVERABILITY CLAUSE; PROVIDING
FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, based upon records made available to Key Marco Community Development District (the “District”), the District currently has less than 250 qualified electors in the District; and

WHEREAS, pursuant to Section 190.006(3), Florida Statutes, the District must hold a landowners’ election to fill the seats of those Supervisors whose terms are expiring; and

WHEREAS, the District called a landowners’ meeting for the purpose of holding such a landowners’ election; and

WHEREAS, following proper publication of notice thereof, such landowners’ meeting was held November 20, 2024, at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, this Resolution canvasses the votes, and declares and certifies the results of said election.

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

Section 1. **Vote Tabulation/Election Results.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in his/her favor as shown:

_____	_____ Votes
_____	_____ Votes
_____	_____ Votes

Section 2. **Terms.** In accordance with said Section 190.006, Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following term of office:

_____	four (4) year term
_____	four (4) year term
_____	two (2) year term

Section 3. **Commencement of Terms.** The terms of office set forth in Section 2 shall commence immediately upon the adoption of this Resolution.

Section 4. **Severability.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

Section 5. **Conflicts.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Key Marco Community Development District this 20th day of November, 2024.

Attest:

**KEY MARCO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice-Chair

RESOLUTION 2025-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
KEY MARCO COMMUNITY DEVELOPMENT DISTRICT
RE-DESIGNATING THE OFFICERS OF THE DISTRICT;
PROVIDING FOR CONFLICT AND SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Board of Supervisors (“Board”) of Key Marco Community Development District (“District”) previously designated the officers of the District; and

WHEREAS, the Board now desires to re-designate and/or appoint certain persons to the offices specified in this Resolution.

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

Section 1. **Designation of Officers.** The following persons are appointed to the offices shown:

Chair	_____
Vice Chair	_____
Treasurer	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____

Section 2. **Rescission of Prior Designations.** All prior officer designations of the Board that are inconsistent with the designations set forth above are hereby rescinded.

Section 3. **Severability.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

Section 4. **Conflicts.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Key Marco Community Development District this 20th day of November, 2024.

Attest:

**KEY MARCO COMMUNITY
DEVELOPMENT DISTRICT**

Joshua Carter, Secretary

Chair/Vice-Chair

Memorandum

To: Key Marco Community CDD Board of Supervisors

From: Joshua Carter, District Manager

Date: October 01, 2024

RE: HB7013 -Special Districts Performance Measures and Standards Reporting

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A: Goals, Objectives and Annual Reporting Form

KEY MARCO COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local advertisement

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, Collier County's Public Accessible Website established pursuant to Chapter 50, Florida Statutes).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing quarterly CDD website checks.

Measurement: quarterly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of quarterly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 Natural Disaster Preparation and Response

Objective: District Engineer and Board of Supervisors will develop a District Hurricane and Natural Disaster Action Plan.

Measurement: A District Hurricane Action Plan to be drafted and approved by the Board of Directors by April 30, 2025.

Standard: A District Hurricane Plan approved by the Board of Supervisors by April 30, 2025.

Achieved: Yes ☐ No ☐

Goal 2.2 District Drainage System and Catch Basin Maintenance

Objective: Annual cleaning of District Roadway Drainage Systems through execution of stormwater drainage maintenance agreement and engaging appr.

Measurement: Engagement of third-party contractor to complete cleaning of District Stormwater drains.

Standard: Minimum of one (1) storm drain cleaning for all District Catch Basin's was completed in the Fiscal Year by the district's stormwater drain cleaning contractor.

Achieved: Yes ☐ No ☐

Goal 2.3

District Infrastructure Maintenance and Inspection Schedule

Objective: Develop spreadsheet tracking for inspection and maintenance schedules for District infrastructure assets to assist in the budgeting process.

Measurement: A spreadsheet tracking the milestone dates of inspections, proposed maintenance schedule and any proposed capital budgeting information be submitted to the Board of Supervisors by March 31st.

Standard: District Infrastructure Maintenance and Inspection Schedule submitted to the Board of Supervisors by March 31st.

Achieved: Yes ☐ No ☐

3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

**AMENDED AND RESTATED
HOA – CDD MANAGEMENT AGREEMENT**

THIS AMENDED AND RESTATED HOA-CDD MANAGEMENT AGREEMENT (this “**Agreement**”) is entered into as of the 1st day of October, 2024, between **KEY MARCO COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”), and **KEY MARCO COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (the “**CDD**”).

WITNESSETH THAT:

WHEREAS, CDD and the Association previously into that certain HOA-CDD Agreement dated as of November 16, 2019 (the “**Original Agreement**”) relating to the provision of management services for the District; and

WHEREAS, this Agreement shall amend, restate, and replace the Original Agreement in all respects as of the Effective Date; and

WHEREAS, the CDD is a local unit of special-purpose government established by ordinance adopted by Collier County pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

WHEREAS, the Association is a private not-for-profit corporation formed pursuant to Chapter 720, Florida Statutes that owns and operates certain common facilities within the jurisdictional boundaries of the CDD. The membership of the Association is comprised solely of property owners within the CDD; and

WHEREAS, the Association has hired a full-time manager to be responsible for the affairs of the Association; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time on-site management personnel, the CDD desires to contract with the Association such that the Association will provide management services to the CDD as described herein; and

WHEREAS, the parties hereto desire to enter into this Agreement to define and set forth the terms and conditions of the management services to be provided by the Association to the CDD.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Association and the CDD as follows:

1. Recitals.

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

2. Hiring and Managing a Key Marco Manager.

The Association has engaged a full-time employee pursuant to an employment agreement (the “**Employment Agreement**”) to be the Association’s manager (the “**Manager**”). As the manager of the Association, the Manager will manage the Association’s property and business affairs of the Association. The Association agrees to provide community development management services through the Manager to the CDD pursuant to this Agreement. The functions and responsibilities that the Association will provide through the Manager for the CDD are set forth in **Exhibit “A”** attached hereto and made a part hereof (“**Duties**”). The Duties of the Manager may be modified from time to time in writing upon the mutual agreement of the parties. All management services included within the Duties and provided to the CDD shall be carried out and performed by the Association in compliance with all applicable laws, statutes, ordinances, administrative rules and regulations, CDD rules, and applicable permit requirements. While the Manager will be an employee of the Association, the Manager shall have a dual working relationship with two boards (the “**Boards**”): (i) the Board of Directors of the Association for Association matters and responsibilities and (ii) the Board of Supervisors of the CDD for CDD matters and responsibilities. The Manager will report directly to the Chair of the CDD (or designee of the Chair for the applicable item) on CDD matters and responsibilities. Other Supervisors and officers of the CDD shall be permitted to interact and/or consult with the Manager on CDD items or business to extent authorized by the Board of Supervisors of the CDD or are within the normal scope of his/her duties as an Officer; provided, however, in the event that the amount of time being spent on such interactions or consultations by the Manager becomes unreasonably burdensome, the Chair of the CDD and the President of the HOA shall meet to set reasonable parameters and time limits on said interactions or consultations.

In order to better facilitate and understand the time spent by the Manager on Association and CDD matters, the Association shall have the Manager track the Manager’s time spent in the following categories: (i) Association matters; (ii) matters relating to the Community Development District Facilities Maintenance Agreement between the Association and the CDD; (iii) the Duties for the CDD.

The Association and the CDD agree that, if in the process of discharging the Duties there is a dispute or disagreement between the HOA and the CDD on the focus or priorities of the Manager, the Boards will either (i) meet in a joint, public meeting to settle the dispute or (ii) each Board will appoint one (1) representative to meet to settle the dispute. No one individual on either Board may change the Duties of the Manager or determine priority or focus of duties for the Manager (excepting the situation noted in the preceding sentence where each Board has appointed one representative to settle a dispute).

3. Term, Amendment and Termination of Manager.

The Effective Date of this Agreement shall be October 1, 2024 (the “**Effective Date**”). The initial term of this Agreement shall commence on October 1, 2024 and end on September 30, 2025 (“**Initial Term**”). This Agreement shall be automatically renewed for successive one (1) year periods (each, a “**Renewal Term**”) at the end of the Initial Term commencing on October 1, 2025

and thereafter on each anniversary thereof unless and until either party provides the other party at least thirty (30) days prior written notice of its intent not to renew.

Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the CDD and the Association. Either party may terminate this Agreement for any or no reason upon thirty (30) days' prior written notice to the other party. Either party shall have the right to terminate this Agreement upon written notice to other party that said other party has defaulted in the performance of any of the obligations imposed on it under this Agreement and said defaulting party does not, after being notified of the existence of default, cure said default within thirty (30) days after the defaulting party's receipt of notice.

The parties acknowledge that pursuant to the Employment Agreement, the Manager may be terminated by the Association as the Association's employee for any reason or for "Cause". For purposes of the Employment Agreement, "Cause" means the Manager's gross misconduct resulting in material damage to the Association or the CDD or willful and material breach of the Employment Agreement. Notwithstanding the Association's rights under the Employment Agreement relating to termination of the Manager, the Association agrees that during the Initial Term and any Renewal Term the Manager shall not be terminated by the Association without prior notice to the CDD and the consent of the CDD.

4. Payment of Management Fee.

As consideration for the services that the Association agrees to provide hereunder, the CDD agrees to pay to the Association an annual fee of \$10 (the "**Management Fee**") during the Initial Term for the services. For the sake of clarity, however, because the Initial Term is less than a full year, the Management Fee for the Initial Term shall be prorated accordingly. The Management Fee shall be earned and paid in an annual installment of \$10 at the beginning of each fiscal year. Upon any termination of this Agreement, the Association shall be entitled to be paid the Management Fee prorated through the date of termination. The Management Fee for any Renewal Term shall be negotiated and agreed upon prior to the start of the applicable Renewal Term; provided, however, that in the event the parties do not agree on a Management Fee, the Management Fee in effect for the immediately preceding year shall apply.

The Association shall be responsible for any expense reimbursements (such as mileage and cell phone reimbursement costs) of the Manager arising pursuant to the employment agreement that the Association has with the Manager. The CDD shall not be responsible to the Association for any other fees and costs unless approved by the Board of Supervisors of the CDD.

5. Public Records.

In connection with its services to the CDD, the Association agrees to fully comply with the provisions of Section 119.0701, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the Association taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:

a. The Association shall keep and maintain public records required by the CDD to perform the services hereunder. The Association shall keep and maintain records in connection with retention policies required of the District by the State of Florida.

b. Upon a request for public records received by the CDD, the Association shall provide the CDD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.

c. The Association shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of this Agreement if the Association does not transfer the records to the CDD.

d. Upon completion of this Agreement, the Association shall transfer, at no cost, to the CDD all public records in possession of the Association consistent with Florida law. All records stored electronically by the Association must be provided to the CDD, upon request from the CDD's custodian of public records, in a format that is compatible with the information technology systems of the CDD.

Failure of the Association to comply with Section 119.0701, Florida Statutes may subject the Association to penalties under Section 119.10, Florida Statutes. Further, in the event the Association fails to comply with this Section or Section 119.0701, Florida Statutes, the CDD shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OF THE CDD (FOR PURPOSES OF THIS AGREEMENT ONLY BECAUSE THE MANAGER IS OTHERWISE ACTING AS CUSTODIAN OF PUBLIC RECORDS FOR THE CDD) AT KEY MARCO COMMUNITY DEVELOPMENT DISTRICT C/O CHAIR, TELEPHONE: (847)648-2206, EMAIL: KMCDDCHAIR@AOL.COM AND MAILING ADDRESS: 7251 CLAMSHELL LN., NAPLES, FL 34114 (OR APPLICABLE SUCCESSOR CHAIR), WITH A COPY TO COLEMAN, YOVANOVICH & KOESTER, P.A., ATTN: GREGORY L. URBANCIC, ESQ., EMAIL: GURBANCIC@CYKLAWFIRM.COM, AND MAILING

ADDRESS: 4001 TAMIAMI TRAIL N., SUITE 300, NAPLES, FL 34103.

6. Independent Contractor.

This Agreement does not create an employee/employer relationship between the parties or between the CDD and the Manager. It is the intent of the parties that the Association is an independent contractor under this Agreement and not the CDD's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Association shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Association's activities and responsibilities hereunder provided, further that administrative procedures applicable to the services performed shall be those of the Association, which policies of the Association shall not conflict with the CDD, or other government policies, rules or regulations relating to the use of the CDD's funds provided by this Agreement. The Association agrees that it is a separate and independent enterprise from the CDD, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize the skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Association and the CDD and the CDD will not be liable for any obligation incurred by the Association, including but not limited to unpaid minimum wages and/or overtime premiums. The Association shall not incur expenses on behalf of the CDD, enter into any contract on behalf of the CDD, either written or oral, or in any other way attempt to obligate or bind the CDD except upon the express prior written approval of the CDD, which approval may be granted, conditioned, or withheld in the CDD's sole and absolute discretion.

7. Insurance.

The Association shall provide and maintain the following levels of insurance coverage always subsequent to the execution of this Agreement:

a. Comprehensive general liability insurance coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence, and \$2,000,000 general aggregate.

b. Commercial Crime insurance with a per loss limit of no less than five hundred thousand dollars (\$500,000).

c. Worker's compensation insurance coverage insurance shall be in full compliance with Florida statutory requirements. Worker's Compensation Insurance in accordance with Florida law.

The CDD, and its officers and supervisors, shall be named as an additional insured on all policies required (excluding worker's compensation). A certificate of insurance will be provided to the CDD annually evidencing compliance with the foregoing insurance requirements. No certificate shall be acceptable to the CDD unless it provides that any change or termination within the policy

periods of the insurance coverage, as certified, shall not be effective until after thirty (30) days' prior written notice to the CDD. Insurance coverage shall be from one or more reputable insurance carriers that are licensed to conduct business in the State of Florida, which carriers shall be reasonably acceptable to the CDD.

8. Notices.

Any notice required or permitted to be given under this Agreement shall be in writing. Notices shall be sent by (i) certified mail, return receipt requested with postage prepaid, (ii) hand-delivery, (iii) email, or (iv) commercial overnight courier (such as FedEx or UPS). Notices to the Association shall be sent to the President of the Association at the home address of the President within Key Marco (currently Herbert J. Krutisch, 1187 Blue Hill Creek Dr., Marco Island, FL 34145 "herbmaricakrutisch@gmail.com") or at such other address as the Association shall specify hereinafter in written notice to the CDD. Notices to the CDD shall be sent to the Chair of the CDD at his/her local address of the Chair (currently May Beth Schewitz, 7251 Clamshell Ln., Naples, FL 34114, kmcddchair@aol.com), or at such other address as the CDD shall specify hereinafter in written notice to the Association. A copy of any notice to the CDD shall also be provided to the CDD's Counsel at Coleman, Yovanovich & Koester, P.A., Attn: Gregory L. Urbancic, Esq., Northern Trust Bank Building, 4001 Tamiami Trail North, Suite 300, Naples, FL 34103, gurbancic@cyklawfirm.com. Any notice sent by certified mail shall be deemed received on the third (3rd) business day following the day the notice is provided to the U.S. Postal Service; when delivered to the party if hand-delivered; upon transmission if sent by email; or on the next business day following the day sent, if sent by commercial overnight courier with next business day delivery guaranteed.

9. Applicable Law; Venue.

The provisions of this Agreement shall be construed in accordance with the laws of the State of Florida. Sole and exclusive venue for any litigation involving this Agreement shall lie in Collier County, Florida.

10. Assignment.

This Agreement may not be assigned by the Association or the CDD without the prior written specific consent of the other party, which consent may be withheld in that party's sole and absolute discretion; provided, however, that the Association may contract with third party contractors to perform the work under this Agreement without the consent of the CDD.

11. Counterparts.

The Agreement may be executed in two or more counterparts, any one of which shall be deemed the original without reference to the others.

12. Electronic Signatures.

An electronic signature will be considered an original signature on this Agreement and any related documents or subparts and will have the same force and effect as a written signature unless prohibited by Florida law. Electronic signatures include, but are not limited to, facsimiles, electronic signatures, portable document format (PDF), and any other electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a party with the intent to sign the Agreement or any other document related to this Agreement.

13. Sovereign Immunity.

The Association agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the CDD's limitations on liability set forth in Section 768.28, Florida Statutes, and/or other applicable law, 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.

14. E-Verify.

The Association shall comply with all applicable requirements of Section 448.095, Florida Statutes. Association shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Association enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide the Association with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Association shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the CDD upon request. For purposes of this Section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If the Association has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then the Association shall terminate the contract with such person or entity. Further, if the CDD has a good faith belief that a subcontractor of the Association knowingly violated Section 448.095, Florida Statutes, but the Association otherwise complied with its obligations hereunder, the CDD shall promptly notify the Association and upon said notification, the Association shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, the CDD may immediately terminate this Agreement for cause if there is a good faith belief that the Association knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by the CDD.

By entering into this Agreement, the Association represents that no public employer has terminated a contract with the Association under Section 448.095(2)(c), Florida Statutes, within

the year immediately preceding the date of this Agreement. The CDD has materially relied on this representation in entering into this Agreement with the Association.

15. Anti-Human Trafficking.

In accordance with the requirements of Section 787.06(13), Florida Statutes, the affidavit attached hereto as **Exhibit “B”** shall be completed by the Association at the time of execution of this Agreement and upon any renewal of this Agreement.

16. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter herein and the terms of this Agreement shall control and supersede any and all other prior understandings.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSOCIATION:

**KEY MARCO COMMUNITY
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: _____
Herbert J. Krutisch, President

CDD:

**KEY MARCO COMMUNITY
DEVELOPMENT DISTRICT,**
a community development district

Attest:

Secretary/Assistant Secretary

By: _____
Mary Beth Schewitz, Chair

Exhibit “A”

District Manager Functions and Duties

District Administration, Management and Recording Services

- Preparation and publication of legal notices (including list of annual meetings) in an authorized newspaper of general circulation and obtain affidavits of publication
- Administer web site compliance with statutory and accessibility requirements, uploads, document retrieval
- Coordinate with financial services firm to present tentative budget and final budget as described below
- Preparation of specifications, Requests for Proposals, Applications for services contracts
- Public Officials liability insurance renewals, auditing and property appraiser agreement
- Record, transcribe, edit and retain minutes of meetings of the Board of Supervisors of the CDD (“Board”) in accordance with Florida law
- Participate in all meetings to provide the Board with administrative input on issues before the Board. Without prior consent of the Association, the Manager will not be required to participate in person in more than six (6) Board of Supervisors of the CDD meetings per year. Also, due to time constraints involving Association matters in the month of January, the CDD agrees not to hold a meeting in January, except in the event of an emergency situation. As to any Board meetings above the six (6) meeting limit for which the Manager will not be required to participate in personally, the Manager will still be responsible for administrative matters relating to holding such meetings including, without limitation, preparing and publishing notices, agenda packets and minutes.
- Contract administration

Compliance and Disclosure Information

- Provide annual or required compliance/disclosure of information to local governments
- Interlocal Agreement for irrigation water, Collier County
- Landowners’ Election certification, Supervisor of Elections FS 190.006
- Public Facilities Report, Collier County or Marco FS 189.08
- Designation of Registered Office and Agent, Secretary of State
- Annual Public Meetings Schedule, Collier County
- Issue Audited Financial Statement
- Insure compliance with Florida statutes as noted:
 - Annual Financial Audit (189.016, 218.32) Auditor General
 - District Annual Financial Report (189.016, Rule 10.550} Comptroller/ Financial Services
 - Public Depositor Report (280.17, FL Admin. Code 2.032) Treasurer
 - Proposed Budget (189.05)
 - Levying of Non-Ad Valorem Assessments (189.050)
 - If applicable, District New Board Member education (189.063)
 - District Map or Amendments (189.0418)
 - Regular Public Meeting Schedule (189.0417)
- Coordinate compliance with operating permits:
 - SFWMD
 - Consumptive water use permit, water quality and purpose 11-01876-W
 - Surface water management/ ERP 11-00672-5Establish record retention/ management/ disposal systems CDD documents and record of proceedings FS.257.36
- Process, file agreements, contracts, resolutions
- Prepare, distribute and post on the CDD website agendas of public meetings

- Publish required public notices
- Maintain custody of Seal and executed documents as Secretary or Asst. Secretary

Audit

- Coordinate and work with auditor and financial services firm in the preparation, distribution and filing of the annual audit.
- General compliance with audit requirements and findings

Budget, Accounting

- Submit a preliminary budget to the Board of Supervisors (FS 190)
- Submit to the local County a copy of the "Approved Final" budget and notice of Public Hearing for adoption
- Prepare budget and assessment resolutions
- Coordinate, prepare and distribute notices to landowners relating to budget
- Prepare budget adoption and transmittal resolution for the Board and Property Appraiser
- Administer Interlocal agreement with Property Appraiser for assessment services
- Coordinate with the CDD's financial services firm in relation to accounting and preparation of financial statements
- Establish Fund Accounting System in accordance with Department of Banking and Finance
- Establish Investment Policies if applicable pursuant to FS 218
- Prepare budget and budget amendment resolution as necessary
- Maintain banking resolutions and signature card compliance
- Cooperate with trustee on defense matters
- Prepare and monitor financial statements
- Prepare payroll and required reports for employees or supervisors (W-4's, I-9's)
- Coordinate bid specification, solicitation for goods and services FS 19.033

Other

- Coordinate and monitor requirements of Community Development District Facilities Maintenance Agreement between the Association and the CDD
- Coordinate the operation of the gate, access and user fees consistent with resolutions of the CDD
- Conduct surplus property sales and disposition of public assets (FS 217)

Exhibit “B”

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of **KEY MARCO COMMUNITY ASSOCIATION, INC.** (the “Association”), hereby attests under penalty of perjury that, the Association, to the best of my knowledge and reasonable belief, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking.”

The undersigned is authorized to execute this affidavit on behalf of the Association.

Signature

Printed Name: _____

Title: _____

Association: KEY MARCO COMMUNITY
ASSOCIATION, INC.

Date: _____

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of KEY MARCO COMMUNITY ASSOCIATION, INC., who is ☐ personally known to me or who produced ☐ _____ as identification.

Notary Public

(Notary Seal)

SECOND AMENDED AND RESTATED
COMMUNITY DEVELOPMENT DISTRICT
FACILITIES MAINTENANCE AGREEMENT

THIS SECOND AMENDED AND RESTATED COMMUNITY DEVELOPMENT DISTRICT FACILITIES MAINTENANCE AGREEMENT (this “**Agreement**”) is entered into as of this 1st day of October, 2024, by and between **KEY MARCO COMMUNITY DEVELOPMENT DISTRICT**, an independent special district established pursuant to Chapter 190, Florida Statutes (the “**District**”), and **KEY MARCO COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”).

RECITALS:

A. The District and the Association previously entered into that certain Community Development District Facilities Maintenance Agreement dated as of August 30, 2019 (the “**Original Agreement**”) relating to the provision of maintenance certain services to the District.

B. The District and the Association entered into that certain Amended and Restated Community Development District Facilities Maintenance Agreement effective as of October 1, 2020 (“**First Restatement**”) to amend and replace the Original Agreement.

B. This Agreement shall amend, restate, and replace the First Restatement in all respects as of the Effective Date (as defined herein).

C. The District is a local unit of special-purpose government established by ordinance adopted by the Board of County Commissions of Collier County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida. The District has the authority to exercise powers to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for roads, water management, water supply, sewer, street lights, security and parks and recreational facilities, among other powers, including all powers necessary, convenient, incidental or proper in connection with any of the powers, duties, or purposes authorized by the Act.

D. The Association is a private not-for-profit corporation formed pursuant to Chapters 617 and 720, Florida Statutes that owns and operates certain community infrastructure and amenity facilities located within the Key Marco community that is within the boundaries of the District. The membership of the Association is comprised solely of property owners within the District and all of the Key Marco property owners are members of the Association pursuant to the Declaration of Protective Covenants, Restrictions and Easements for Key Marco recorded in the Official Record Book 1570, Page 1747 of the Public Records of Collier County, Florida, as amended and supplemented.

E. The District desires to contract with the Association to operate, maintain and repair the following existing items and improvements (collectively, the “**District Improvements**”) owned or installed by the District that are located within the area described on **Exhibit “A”** attached hereto and made a part hereof (“**Improvement Area**”):

(i) landscaping and vegetation and irrigation facilities (collectively, the “**Landscaping and Irrigation Improvements**”); and

(ii) gatehouse, street lights and roadway operational features including street signage, post and root barriers (collectively, the “**Road Improvements**”). For purposes of clarification and avoidance of doubt, the Road Improvements do not include the paved roadway surface or associated subgrade.

F. The Association is responsible for operating and maintaining certain common areas either contiguous or in close proximity to the areas where the District Improvements are or will be located and the members of the Association are the direct beneficiaries of the District Improvements. Further, the Association is uniquely positioned and qualified to operate, maintain and repair the District Improvements.

G. The Association agrees to undertake the responsibility for operating, maintaining and repairing the District Improvements all on the terms and conditions set forth herein.

H. The District and the Association agree that having the Association operate, maintain and repair the District Improvements is in the best interests of the District and the property owners benefitting from the District Improvements. Specifically, having the Association operate, maintain and repair the District Improvements will provide for easier administration, potential cost savings, and anticipated efficiencies in such activities.

NOW, THEREFORE, the District and the Association agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.
2. **Finding.** The District and the Association expressly agree that having the Association operate, maintain and repair the District Improvements is in the best interests of the District and the property owners intended to benefit from the District Improvements.
3. **Operation, Maintenance and Repair.**
 - a. Except as otherwise provided for herein, the Association agrees to be responsible during the term of this Agreement, at the Association’s sole cost and expense, for operating, maintaining and repairing the District Improvements that may be now or in the future located on or within the Improvement Area. The District Improvements shall be kept by the Association in good, neat, attractive and proper condition and repair. All such action by the Association shall be performed in compliance with all applicable statutes, ordinances, administrative rules and regulations, permit conditions and the rules, policies, practices and procedures of the District. The Association understands and agrees that the Association shall be required to budget for, fund, and complete the maintenance and repair of the District Improvements and their component parts.
 - b. The Association’s obligation with respect to the Landscaping and Irrigation Improvements shall include the obligation to replace such Landscaping and Irrigation Improvements from time to time, except to the extent the Landscaping and Irrigation Improvements are damaged or destroyed in a tropical storm or hurricane event. In the event the Landscaping and Irrigation Improvements are damaged as a result of a tropical storm or hurricane event, it shall be the District’s obligation, at the District’s cost and expense, for post-tropical storm or hurricane clean-up of the Landscaping and Irrigation Improvements and for the repair or replacement of the Landscaping and Irrigation Improvements in a manner, and to the extent, deemed appropriate by the District.
 - c. Except as provided in subsection b., the obligation for capital replacement of District Improvements shall remain with the District.

d. During the Initial Term of this Agreement and any Renewal Term, the Association shall have a non-exclusive license to enter upon the Improvement Area to the extent reasonably necessary to carry out the Association's obligations under this Agreement. Notwithstanding the foregoing, if any property of the District is damaged a result of any activity of the Association pursuant to this Agreement, the Association shall be responsible, at the Association's sole cost and expense, to promptly repair any damaged property or landscaping to the extent necessary to restore the property to its condition prior to the damage.

4. **Service Provider Only/Property Insurance.** The parties acknowledge that the Association is acting as a service provider to the District under this Agreement and this Agreement is a means to provide for the services set forth in Section 3 on a resource-efficient basis as described in the recitals. This Agreement transfers neither ownership nor ultimate legal responsibility for the District Improvements. Nor does this Agreement change the character of the District Improvements, which are public assets of the District. To the extent available and to the extent determined by the District, the District will be responsible for any "all risk" property insurance to be carried by the District with respect to the District Facilities. In the event of any casualty, any proceeds from any insurance policy carried by the District will be the sole property of the District.

5. **Access to the Key Marco.** As part of the operation of the Roadway Improvements, the Association shall be responsible for operating the access point to the Key Marco community (the "**Community**") and managing access to the Community. The Association acknowledges that the internal roadways within the Community are owned by the District and constitute public assets of the District under applicable law. The Association agrees that the operation of the access points and managing access to the Community shall be undertaken by the Association in a manner consistent with all applicable local, state and federal laws, statutes, regulations, ordinances, codes, rules and permits. Such operation shall include operation consistent with the Key Marco Community Development District Roadway User Rate and Enforcement Rule as may be amended by the District from time to time (the "**Rule**"). All funds collected pursuant to the Rule shall be paid to the District. Further, in connection with the Association's operations under this Section, the Association shall develop and maintain post-orders detailing the Association's gate and gatehouse procedures relating to its operation of the access point and managing access to the Community ("**Post Orders**") for purposes including, without limitation, access by the public to the roadways as required by law, access by the public to meetings and hearings and of the District and access by the public to District's improvements to the extent necessary or required by law. The Post Orders shall be subject to the review and approval by the District, which approval may be withheld in the District's sole discretion. For sake of clarity, any requests made by individuals, groups, or organizations to hold special events on certain District property including the Improvement Area will remain subject to the District's sole approval pursuant to policies and procedures established by the District.

6. **Representative.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have the authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Association's services. The Association agrees to meet with the District's representative as is reasonably necessary to evaluate the District Improvements and discuss conditions, schedules, and items of concern regarding this Agreement.

7. **Annual Budget Updates.** Annually, in December, the Association shall submit in writing to the District the Association's proposed operating budget (or portions thereof) in sufficient detail to illustrate the Association's estimated expenditures for the operation, maintenance and repair of the District Improvements for the next fiscal year of the Association pursuant to this Agreement.

8. Annual Meeting to Discuss Capital Improvements; Modifications to the District Improvements.

a. No later than April 30th of each year of the Initial Term or any Renewal Term (as defined below), the Board of Supervisors of the District (“**Board of Supervisors**”) shall schedule and hold, as part of a Board of Supervisors’ meeting, a discussion concerning any proposed capital improvements (i.e. material modifications or enhancements) to the District Improvements that the Board of Supervisors intends to undertake. The Association agrees to have a representative of the Association present at the meeting. In lieu of a representative, the meeting can be held as a joint meeting of the Board of Directors of the Association and the Board of Supervisors. Except as otherwise agreed upon by the parties or as required due to casualty from a tropical storm or hurricane, the District will not undertake any capital improvements to the District Improvements during the subsequent Renewal Term except as approved at the Board of Supervisors’ meeting or otherwise set forth in a written notice to the Association prior to April 30th. The intent of this provision is to (i) allow the Association the opportunity to propose any capital improvements to the District Improvements for consideration by the Board of Supervisors and (ii) disclose any intended expected capital improvements by the District to the District Improvements in order to allow the Association to determine whether to continue with the next Renewal Term.

b. The Association shall have the right to modify or enhance the District Improvements consistent with the terms of this Agreement; provided, however, that the Association may not make any material modification to the District Improvements (including, without limitation, removal or replacement) without the prior written consent of the District, which consent may be withheld in the District’s sole and exclusive discretion.

9. **Inspections by the Association.** The Association shall perform regular on-site inspections of the District Improvements to determine their condition, confirm proper operation and perform the maintenance and repair of such District Improvements as outlined in this Agreement. Based upon such inspections, the Association shall perform such additional maintenance and repair of the District Improvements as necessary consistent with the obligations set forth under Section 3. The Association shall make a representative available to provide reporting on the District Improvements at a regular meeting of the Board of Supervisors upon request of the District Manager.

10. **Effective Date/Term.** The effective date of this Agreement (the “**Effective Date**”) shall be October 1, 2024. The initial term of this Agreement will commence on October 1, 2024 and will run through September 30, 2025 (“**Initial Term**”), unless terminated prior to that time by either party pursuant to a provision of this Agreement. After the Initial Term, this Agreement will automatically renew for additional one (1) year periods (October 1st through September 30th of the next year) (each, a “**Renewal Term**”) unless terminated by either party as provided for herein. The District may terminate this Agreement for any or no reason upon ninety (90) days’ written notice to the Association, or the parties may mutually agree in writing to an earlier termination. The Association may terminate this Agreement on September 30th of a calendar year provided the Association provides the District written notice of termination no later than May 31st of that year. If written notice of termination is provided by the Association after May 31st, then the effective date of termination will be September 30th of the following calendar year.

11. **Independent Contractor.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or

create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

12. **Liens and Claims.** The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any construction, materialmen's or mechanic's liens and claims or notices in respect to such liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

13. **Insurance.** The Association shall procure, at the Association's expense, and maintain at all times during the term of this Agreement, comprehensive general liability insurance, worker's compensation insurance, automobile liability insurance, and such other coverage as may be necessary or desirable to carry out its duties under this Agreement regarding the District Improvements in the Improvement Area. The Association shall carry the following minimum levels of insurance:

a. Comprehensive general liability insurance coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence, and \$2,000,000 general aggregate.

b. Worker's compensation insurance coverage shall be in full compliance with Florida statutory requirements.

c. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, and its officers and supervisors, shall be named as an additional insured on all policies required (excluding worker's compensation). A certificate of insurance will be provided to the District annually evidencing compliance with the foregoing insurance requirements. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective until after thirty (30) days' prior written notice to the District. Insurance coverage shall be from one or more reputable insurance carriers that are licensed to conduct business in the State of Florida, which carriers shall be reasonably acceptable to the District.

The Association further agrees to require by written contract any contractor or subcontractors hired or engaged by the Association to perform all or part of the Associations' services hereunder to procure and maintain, until the completion of the contractor's or subcontractor's work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the contractor or subcontractor are expressly modified or waived in writing by the District.

Notwithstanding anything to the contrary in this Section, the Association shall not be required to maintain the workers' compensation insurance set forth in subsection b., above, provided that the Association is not performing any of the maintenance, repair or replacement work using employees of the Association. If, however, the Association at any time commences performing the maintenance, repair or replacement work using employees of the Association, the Association shall provide the District with evidence of such worker's compensation insurance. Nothing herein shall alleviate the requirement that all contractors or subcontractors hired or engaged by the Association to perform all or part of the Association's services hereunder shall be required to carry the applicable worker's compensation insurance.

14. **Indemnification.** Except to the extent of negligence or intentional misconduct of the District, the Association agrees to indemnify, defend and hold harmless the District and its Board members, officers, agents, staff and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, representatives, contractors, or subcontractors relating to the obligations assumed by the Association hereunder. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, fines, penalties, attorneys' fees, and paralegal fees (incurred in court, out of court, mediation, on appeal, or in bankruptcy proceedings) as ordered.

15. **Payment/Funding.**

a. The District shall pay Association the sum of Ten Dollars (\$10.00) per year for the provision of operation, maintenance and repair services pursuant to the terms of this Agreement. The Association shall not be entitled, for any reason, to reimbursement or refund from the District of any funds expended in the performance of the Association's obligations and responsibilities under this Agreement. To the extent of the Association's funding obligations under this Agreement, the Association shall be responsible for staffing, budgeting, financing, billing and collection of fees, service charges, etc., necessary to perform the operation and maintenance responsibilities set forth in this Agreement. The Association shall assess and collect from the membership of the Association for the operation, maintenance and repair costs it is providing hereunder.

b. The Association shall maintain any records for the District Improvements from its other Association records and have them available for inspection by the District upon request. At the termination of this Agreement for any reason, the Association shall, within thirty (30) days following the termination date, remit and deliver to the District copies of all records and documents relating to and associated with the performance of the Association under this Agreement. Such records and documents will be delivered in electronic format through Google Drive, Dropbox or other similar electronic storage service.

16. **Amendments.** This Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto.

17. **Assignment.** This Agreement may not be assigned by the Association or the District without the prior written specific consent of the other party, which consent may be withheld in that party's sole and absolute discretion; provided, however, that the Association may contract with third party contractors to perform the work under this Agreement without the consent of the District.

18. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other parties pursuant to this Agreement will be effective and valid only if in writing, signed by the party giving notice and either (i) delivered personally to the other parties; (ii) sent by commercial courier, delivery service or U.S. Mail; (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, will be considered received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period will be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will not be regarded as business days. Counsel may deliver notice on behalf of the party represented. Initial addresses for the Parties include:

If to District:	Key Marco Community Development District Attn: Chair {Use the Chair's local mailing address at the time of the notice. Current Chair is Mary Beth Schewitz, 7251 Clamshell Ln., Naples, FL 34114, kmcdchair@aol.com }
With a copy to:	Coleman, Yovanovich & Koester, P.A. Attn: Gregory L. Urbancic, Esq. 4001 Tamiami Trail North, Suite 300 Naples, Florida 34103 gurbancic@cyklawfirm.com
If to Association:	Key Marco Community Association, Inc. Attn: President {Use the President's local mailing address at the time of the notice. Current President is Herbert J. Krutisch, 1187 Blue Hill Creek Dr., Marco Island, FL 34145, herbmaricakrutisch@gmail.com }
With a copy to:	Key Marco Community Association, Inc. Attn: Joshua Carter, Association Manager 505 Whiskey Creek Drive Marco Island, FL 34145 josh@managerkeymarco.org

The addressees and addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

19. **Governing Law.** This Agreement is made and shall be governed and construed by the laws of the State of Florida. Any litigation arising out of this Agreement shall be in the State court of appropriate jurisdiction in Collier County, Florida.

20. **Prevailing Party.** In any action or proceeding arising between the parties relating to the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses, and all court costs, including fees and costs incurred through any appeal, from the non-prevailing party.

21. **Public Records Law.** In connection with its services to the District, the Association agrees to fully comply with the provisions of Section 119.0701, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the Association taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:

- a. The Association shall keep and maintain public records required by the District to perform the services hereunder. The Association shall keep and maintain records in connection with retention policies required of the District by the State of Florida.

- b. Upon a request for public records received by the District, the Association shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.
- c. The Association shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the Association does not transfer the records to the District.
- d. Upon completion of this Agreement, the Association shall transfer, at no cost, to the District all public records in possession of the Association or keep and maintain public records required by the District to perform the service. If the Association transfers all public records to the District upon completion of this Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon completion of this Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically by the Association must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. Public records delivered to the District hereunder will be delivered through Google Drive, Dropbox or other similar electronic storage service.

Failure of the Association to comply with Section 119.0701, Florida Statutes may subject the Association to penalties under Section 119.10, Florida Statutes. Further, in the event the Association fails to comply with this Section or Section 119.0701, Florida Statutes, the District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT INFRAMARK, LLC C/O JOSHUA CARTER C/O KEY MARCO COMMUNITY ASSOCIATION, INC., TELEPHONE: (239) 394-4336, EMAIL: JOSH@MANAGERKEYMARCO.ORG, AND MAILING ADDRESS: 505 WHISKEY CREEK DRIVE, MARCO ISLAND, FL 34145 WITH A COPY TO COLEMAN, YOVANOVICH & KOESTER, P.A., ATTN: GREGORY L. URBANCIC, ESQ., EMAIL: GURBANCIC@CYKLAWFIRM.COM, AND MAILING ADDRESS: 4001 TAMIAMI TRAIL N., SUITE 300, NAPLES, FL 34103.

22. **Counterparts.** This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.

23. **Electronic Signatures.** An electronic signature will be considered an original signature on this Agreement and any related documents or subparts and will have the same force and effect as a written signature unless prohibited by Florida law. Electronic signatures include, but are not limited to, facsimiles, electronic signatures, portable document format (PDF), and any other electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a party with the intent to sign the Agreement or any other document related to this Agreement.

24. **Sovereign Immunity.** The Association agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and/or other applicable law, 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.

25. **E-Verify.** The Association shall comply with all applicable requirements of Section 448.095, Florida Statutes. Association shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Association enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide the Association with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Association shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this Section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If the Association has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then the Association shall terminate the contract with such person or entity. Further, if the District has a good faith belief that a subcontractor of the Association knowingly violated Section 448.095, Florida Statutes, but the Association otherwise complied with its obligations hereunder, the District shall promptly notify the Association and upon said notification, the Association shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, the District may immediately terminate this Agreement for cause if there is a good faith belief that the Association knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by the District.

By entering into this Agreement, the Association represents that no public employer has terminated a contract with the Association under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. The District has materially relied on this representation in entering into this Agreement with the Association.

26. **Anti-Human Trafficking.** In accordance with the requirements of Section 787.06(13), Florida Statutes, the affidavit attached hereto as **Exhibit "B"** shall be completed by the Association at the time of execution of this Agreement and upon any renewal of this Agreement.

27. **Severability**. In the event any provision of this Agreement is deemed to be unenforceable under applicable law, the remainder of this Agreement shall continue to be enforceable and said provision shall be automatically modified and/or limited so that it is enforceable.

28. **Authorization**. Both parties have the requisite approvals and authority to execute and bind the parties.

(Remainder of page intentionally left blank. Signatures appear on next page.)

IN WITNESS WHEREOF, the parties hereto have executed this Community Development Facilities Maintenance as of the day and year first written above

DISTRICT:

**KEY MARCO COMMUNITY
DEVELOPMENT DISTRICT,**
a community development district

ATTEST:

Secretary/Assistant Secretary

By: _____
Mary Beth Schewitz, Chair

ASSOCIATION:

**KEY MARCO COMMUNITY
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: _____
Herbert J. Krutisch, President

**EXHIBIT “A”
Improvement Area**

(Landscaping and Irrigation Improvements and Roadway Improvements within Roadway Tract)

Tract H-1, Horr’s Island A.K.A. Key Marco, according to the plat thereof, as recorded in Plat Book 21, Pages 5 through 19, of the Public Records of Collier County, Florida.

and

(District Facilities Situated on Community Center Tract)

Tract U, Horr’s Island A.K.A. Key Marco, according to the plat thereof, as recorded in Plat Book 21, Pages 5 through 19, of the Public Records of Collier County, Florida.

and

(District Water Recapture Facilities)

Tract S, Horr’s Island A.K.A. Key Marco, according to the plat thereof, as recorded in Plat Book 21, Pages 5 through 19, of the Public Records of Collier County, Florida.

EXHIBIT “B”

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of **KEY MARCO COMMUNITY ASSOCIATION, INC.** (the “Association”), hereby attests under penalty of perjury that, the Association, to the best of my knowledge and reasonable belief, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking.”

The undersigned is authorized to execute this affidavit on behalf of the Association.

Signature

Printed Name: _____

Title: _____

Association: KEY MARCO COMMUNITY
ASSOCIATION, INC.

Date: _____

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of KEY MARCO COMMUNITY ASSOCIATION, INC., who is ☐ personally known to me or who produced ☐ _____ as identification.

Notary Public

(Notary Seal)

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF KEY MARCO COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON COLLIER COUNTY'S PUBLICLY ACCESSIBLE WEBSITE IN ACCORDANCE WITH SECTION 50.0311, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; 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 and committees of the District shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the District has historically published legal notices in the *Naples Daily News*, a newspaper in general circulation in Collier County, Florida; and

WHEREAS, Section 50.0311, *Florida Statutes*, provides that a governmental agency may use the designated publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, Collier County, pursuant to Section 50.0311(2), *Florida Statutes*, has established and designated an official website for the publication of legal notices and advertisements (the “**Website**”); and

WHEREAS, the District desires to use the Website for the publication of legal notices and advertisements in accordance with Section 50.0311, *Florida Statutes*.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and incorporated herein as if written into this Section.

SECTION 2. APPROVING USE OF THE WEBSITE. In accordance with Section 50.0311, *Florida Statutes*, the District hereby approves the use of the Website for the purpose of publication of legal notices and advertisements and hereby finds that the use of the Website will be a more cost-effective means than publication in the *Naples Daily News* and may provide the public with easier access to notices of the District. Pursuant to Section 50.0311(6), *Florida*

Statutes, the District shall publish in the *Naples Daily News* the required annual notice and maintain the required registry as described more particularly therein.

SECTION 3. SEVERABILITY. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid.

SECTION 4. CONFLICTS. All Sections or parts of Sections of any Resolutions or actions of the Board in conflict are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 20th day of November, 2024, by the Board of Supervisors of Key Marco Community Development District, Collier County, Florida.

Attest:

**KEY MARCO COMMUNITY
DEVELOPMENT DISTRICT**

Joshua Carter, Secretary

Mary Beth Schewitz, Chair

AL'S Painting Plus Service, Corp.

1035 Mainsail Dr Unit 314

Naples, FL 34114 USA

alspaintingpluscorp@gmail.com



Painting & Decorating Contractor
Residential • Commercial • Industrial
Exterior • Interior • Water/Damp Proofing
Concrete Restoration • Sandblasting
Staining/Sealing • Pressure Cleaning • Glazing
Epoxy Coating • Decks/Boats
Licensed & Insured

Estimate

ADDRESS

Joshua Carter

Key Marco Community

Development District

505 Whiskey Creek Dr.

Marco Island, FL 34145

ESTIMATE # Sidewalk & Columns

DATE 11/01/2024

EXPIRATION DATE 12/01/2024

AMOUNT

Bridge Restoration

15,000.00

Whiskey Bridge Columns

- Cover and protect all areas not to be worked on.
- Mask and tape off as necessary.
- Scrape clean all compromised coatings.
- Grind delaminated coatings to bare concrete.
- Vgroove all cracks to receive Loxon S1 Polyurethane Sealant.
- Pressure clean columns to remove chalk calcification and salt. Chlorinated Solution with TSP & Simple Green to be used.
- Min 4400 PSI to remove all delaminated coatings and expose any deleterious effect on concrete.
- Treat to remove all contaminants and receive new coating.
- Harnes system to complete work.
- Caulk and seal all Column Control Joints with SW Loxon S1.
- Apply SW Loxon S1 Sealant to all substrate cracks.
- Apply elastomeric patching compound over all treated cracks to bridge and receive primer coat.
- Apply one full coat of SW Loxon Conditioner Clear Coat to all bare and exposed concrete.
- Spot coat all bare concrete with SW Loxon Concrete & Masonry Primer.
- Apply two coats of SW Loxon SelfCleaning Acrylic Flat.
- Clean all work related debris and dispose of contaminants.
- Prespray mold inhibitor to exterior body perimeter.

Whiskey Bridge Sidewalks

- Cover and protect all areas not to be worked on.
- Chip and grind off all compromised crete applications.
- Pressure clean walkways to receive primer sealer.
- Apply base coat SW H&C Concrete Resurfacer to all concrete patches.
- Seal any control joints, as well as all cracks in substrate.

- Spot prime all new concrete work with SW Loxon Concrete & Masonry Primer.
- Apply two coats of Sherwin Williams Duraplate289 High Performance Floor Enamel to all walkways and curbs.
- Clean all work related debris.

Not Included

0.00

- Underside of bridge.
- Pressure cleaning of pavement.
- Removal of accessories or cars.
- Pavement/Striping.
- Sings.

Site Owners Must Provide

- Clear access to complete the project.
- Parking.
- Electrical Supply.
- Water Supply.

Pay by Check or Credit Card.

TOTAL

\$15,000.00

40% Deposit Required to Commence Labor,

60% Balance Due Upon Completion.

Thank you for your business!

Accepted By

Accepted Date

606 Bald Eagle Dr. Unit 301
Marco Island, FL 34145
Phone (239) 642-9777 Fax (239) 259-8339
gwfishell@gmail.com
www.gwfishell.com

October 16, 2024

Key Marco Community
504 Whiskey Drive
Marco Island, FL 34145

Re: Key Marco Whiskey Creek Bridge

Bid Proposal for Whiskey Creek Bridge Sidewalk Curbs and Bridge Concrete Pilasters:

1. The Base Bid coating of the masonry and concrete surfaces shall consist of the Sherwin-Williams or equal.

- One Coat Loxon Conditioner Clear Coat.
- Spot Coat all bare concrete with Loxon Concrete & Masonry Primer.
- Two Coat Loxon Self-Cleaning Acrylic Coating Flat LX13-50 at 2-3 mil DFT each.

2. The Base Bid coating of the concrete sidewalk and curbing surfaces shall consist of the Sherwin-Williams system or equal.

- Base coat of H&C Concrete Resurfacer at concrete patches.
- Spot coat all bare concrete with Loxon Concrete & Masonry Primer.
- One Coat Duraplate Chalk and Bond Sealer.
- Two coats Duraplate 289 High Performance Floor Enamel at 2.5-3.0 mil DFT each.

3. The Base Bid Paint System Alternate(s) shall be submitted for review and approval at time of bid.

Pricing: \$ 14,800.00

Payments: 50% deposit prior to start, 50% upon completion.

**** If proposal is accepted, a signature and the 50% deposit are needed before any work can be scheduled.**

Thank you,

**Greg Fishell
G. W. Fishell Painting and Contracting, Inc.
State Certified General Contractor
CGC 1522437**

Signature of Acceptance: _____ Date: _____

October 31, 2024

Edward F. Tryka III, PE
LJA Engineering, Inc.
c/o
Key Marco Community Development District
505 Whiskey Creek Drive
Marco Island, FL 34145

Sent via email to: etryka@lja.com

**RE: Proposal to Provide Professional Engineering Services for:
Whiskey Creek Drive Bridge, Key Marco, Florida
Bridge Inspection and Evaluation Services**

Dear Mr. Tryka:

Arcos Bridge, Inc. (Arcos) appreciates the opportunity to submit this proposal to provide engineering services based on your request. Mr. Corsa performed repair plans for this bridge in 2015 that included the replacement of the asphalt wearing surface and deck expansion joints and performed a follow up inspection in 2017, 2020 and 2022.

1. BACKGROUND

The Whiskey Creek Bridge is approximately 500 feet long and carries two lanes of traffic over Whiskey Creek near Barfield Bay on Key Marco, Florida. The bridge is owned and maintained by the Key Marco Community Development District (CDD). The bridge is approximately 30 years old and the CDD is interested in having a qualified engineering firm perform an inspection and prepare an evaluation report.

This proposal provides a scope of services and corresponding fees to provide an inspection and evaluation for the bridge. The initial inspection report prepared in 2012 is in a format that FDOT requires. It is prepared by engineers for engineers and is of marginal value to non-engineers. We have provided a scope of services description and fee for the preparation of a Bridge Management Study Report. This is a value-added service that will serve as a valuable tool to assist you and your Board in planning for the maintenance of the bridge.

2. SCOPE OF SERVICES

2.1. Inspection and Evaluation – Perform an inspection of all visible bridge elements in accordance with FDOT procedures. This inspection includes the use of drone technology to gain access for a visual inspection on the bridge underside. Document the condition of each bridge element in a field report that consists of a copy of the bridge inspection report prepared in 2022. We will indicate the 2024 condition ratings next to the 2022 ratings. Determine the soundness of the exposed concrete surfaces of the substructure units using sounding techniques. Document the inspection findings including all significant defects including cracks, spalls, corrosion, impact damage, etc. using supplemental field notes and digital photographs.

2.2. Scour Documentation – Perform an update of the scour documentation provided in the initial bridge inspection in 2012 and updated in 2022. A diving inspection is not included in this proposal. If desired, we can recommend a specialty diving firm to provide this service.

2.3. Bridge Management Study Report – Perform a study that considers the existing conditions and probable future maintenance requirements including the probable life expectancy of the bridge structure. Prepare a report written in layman's terms that provides a detailed summary of the inspection findings

and recommendations for future maintenance and repairs. Provide a breakdown of the recommended repairs in categories that include immediate, short term and long-term repairs. If alternative repair methods are available, provide a description of each alternative. Provide an opinion of the probable cost for each of the repairs (including alternatives) and summarize these costs in the report.

3. TIME SCHEDULE

We anticipate completion of the above-described services in 60 days from receipt of this signed proposal. If the services covered by this proposal have not been completed within this time, through no fault of Arcos, a time extension to complete our services may be renegotiated.

4. COMPENSATION

Arcos proposes to provide the above-described services for a lump sum fee of:

\$8,910

See the attached proposal back-up form for a breakdown of the estimated fee.

5. EXTRA WORK REQUESTS

If work on this project is believed by Arcos to be in addition to the Scope of Services, we will notify you immediately. Upon your written approval, we will provide this additional work and bill the time expended at our current hourly rates or an agreed upon lump sum fee.

6. GENERAL PROVISIONS

This project will be billed monthly on a percent complete basis, with the invoiced amount representing the actual amount of work completed. If the above conditions are acceptable this proposal can become contractual by signing and dating below.

The Terms and Conditions on the enclosed Exhibit A are incorporated and made a part of this Agreement. Please return one signed copy of this proposal to serve as your authorization for us to proceed on this work.

Thank you for your consideration of this proposal. Please contact me at 813-767-0538 if you have any questions or comments.

Regards,

Arcos Bridge, Inc.



Rolando Corsa, PE, CBI
Principal

Accepted this _____ day of _____ 2024

By: _____
Signature Printed

Title: _____

EXHIBIT A – Terms and Conditions

Indemnification: Arcos Bridge, Inc. (Arcos) agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonably attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Arcos, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Arcos shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and Arcos, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Arcos to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Arcos to the Client shall not exceed \$500,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. **PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF ARCOS BRIDGE, INC. MAY NOT BE HELD LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.**

Termination of Services: This agreement may be terminated upon 5 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Arcos Bridge, Inc. for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents: All documents produced by Arcos Bridge, Inc. under this agreement shall remain the property of Arcos Bridge, Inc. and may not be used by the Client for any other endeavor without written consent of Arcos Bridge, Inc.

Dispute Resolution: Any claim or dispute between the Client and Arcos Bridge, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Arcos Bridge, Inc.

Accuracy of Client Documents: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Arcos, may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Electronic Documents: The Client acknowledges Arcos' plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of the moneys due to Arcos Bridge, Inc. The Client shall not reuse or make or permit to be made any modifications to the plans and specifications without the prior written authorization of Arcos Bridge, Inc. The Client agrees to waive any claim against Arcos arising from any unauthorized reuse or modification of the plans and specifications.

Excluded Services: Services not set forth above in the Scope of Services of this agreement are specifically excluded from the scope of Arcos' services. Arcos assumes no responsibility to perform any services not specifically listed in the Scope of Services.

Fiduciary Responsibility: The Client confirms that neither Arcos Bridge, Inc. nor any of our subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by Arcos Bridge, Inc., or any of our subconsultants or subcontractors, as a consequence of Arcos' entering into this Agreement with the Client.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

October 29, 2024

Rolando Corsa, Principal
ARCOS BRIDGE, INC.
8112 Champions Forest Way
Tampa, Florida 33635

Dear Mr. Corsa:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

- 4.1.1 Miscellaneous Structures
- 4.1.2 Minor Bridge Design

- 5.1 Conventional Bridge Inspection
- 5.4 Bridge Load Rating

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. Your firm may pursue projects in the referenced work types with fees estimated at less than \$500,000.00.* This status shall be valid until October 29, 2025, for contracting purposes.

*Limit for FDOT projects only

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services Qualification Administrator

CBHK/kw

PRIVATE BRIDGE MANAGEMENT SERVICES

Our Bridge Experience Includes:

- Abutment Evaluations/Repairs
- Bridge Deck Evaluations/Repairs
- Bridge Management Systems
- Construction Inspection/Administration
- Culverts
- Concrete Arch Bridge Rehabilitation
- Concrete Evaluation
- Concrete Rigid Frames
- Demolition Plans
- Design/Build Partnerships
- Erection Plans
- Fatigue Analyses
- Foundation Design
- FRP Bridge Components
- Historic Bridge Restoration
- Inspections
- Maintenance Recommendations
- Pedestrian Bridges
- Precast, Prestressed Concrete
- Quality Assurance Reviews
- Railing Replacements/Upgrades
- Scour Analysis and Repairs
- Stage Construction
- Steel Bridges
- Temporary Structures
- Timber Bridges
- Truss Bridge Rehabilitation



Arcos provides very specialized bridge management services for the owners of private bridges. All publicly owned bridges are inspected at least once every two years to meet federal highway law requirements. To ensure the safety of the travelling public on privately owned roadways, and to meet the federal bridge inspection standard, all private bridges should also be inspected every two years.

Hiring Arcos to inspect your private bridge and manage the ownership responsibility for the bridge are best practice approaches to mitigating the risk associated with private bridge ownership. The cost of our inspection and management



services is an excellent investment of a bridge owner's annual budget. The biennial bridge inspection process facilitates the early detection of structural defects. The cost of repairs is typically much less when the deficiency is diagnosed early, compared to the cost after the condition advances. We also manage preventative maintenance programs to further protect the owner's investment in the bridge.

The specialized services we provide include:

Review of Record Documents, Safety Inspections, In-Depth Inspections, Evaluation of Deteriorated Elements, Scour Evaluations, Bridge Deck Evaluations, Code/Design Reviews, Load Posting Recommendations, Repair Recommendations, Cost Estimates, Preventative Maintenance Programs, Bidding Documents for Repairs, and Construction Administration.

Key Marco Community Development District

Balance Sheet

As of October 31, 2024

	Oct 31, 24
ASSETS	
Current Assets	
Checking/Savings	
Fifth Third Money Market	232,933.27
Fifth Third Public Fund	181,207.51
First Horizon Money Market	248,909.42
Seacoast Bank Money Market	237,222.04
Total Checking/Savings	900,272.24
Other Current Assets	
Prepaid Expenses	-3,705.95
Total Other Current Assets	-3,705.95
Total Current Assets	896,566.29
TOTAL ASSETS	896,566.29
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	4,672.26
Total Accounts Payable	4,672.26
Other Current Liabilities	
Deposits and Prepaid Items	-3,705.95
Total Other Current Liabilities	-3,705.95
Total Current Liabilities	966.31
Total Liabilities	966.31
Equity	
Opening Balance Equity	2,341.71
Retained Earnings	939,221.87
Supspense Account	4,425.48
Unassigned Fund Balance	899.11
Net Income	-51,288.19
Total Equity	895,599.98
TOTAL LIABILITIES & EQUITY	896,566.29

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

October 2024

	Oct 24	Budget	Oct 24	YTD Budget	Annual Bud...
Income					
FEMA Proceeds	0	0	0	0	0
Interest Income	1,217	833	1,217	833	10,000
Maintenance Assessments (4%)	0	-1,300	0	-1,300	-9,100
Maintenance Assessments - Levy	0	32,543	0	32,543	227,800
Miscellaneous Income	0	0	0	0	0
Road Use Fee Revenue	265	417	265	417	5,000
Total Income	1,482	32,493	1,482	32,493	233,700
Gross Profit	1,482	32,493	1,482	32,493	233,700
Expense					
ACCESS CONTROL					
Contractual 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
Total ACCESS CONTROL	0	0	0	0	0
ADMINISTRATION					
Accounting Services	0	0	0	0	0
Assessment Rolls	0	0	0	0	500
Attorney Fees	732	583	732	583	7,000
Audit Fees	0	0	0	0	5,000
Bank Fees	0	0	0	0	0
Computer- Website Support	0	50	0	50	600
Dues, Licenses, Subscriptions	185	0	185	0	175
Engineering Fees	0	1,000	0	1,000	12,000
FICA Taxes	0	0	0	0	0
Insurances	49,020	55,000	49,020	55,000	55,000
Legal Advertising	857	292	857	292	3,500
Management Fees	0	10	0	10	10
Office Supplies	0	200	0	200	200
Postage	0	20	0	20	20
Property Appraiser	706	0	706	0	830
Property Tax Collector (2%)	-2,368	614	-2,368	614	4,300
Rentals & Leases	0	0	0	0	0
Road Use Fee Study	0	0	0	0	0
Supervisor Expenses	800	1,000	800	1,000	5,000
Trascription Costs	0	0	0	0	0
Total ADMINISTRATION	49,930	58,769	49,930	58,769	94,135
CAPITAL EXPENDITURES & PROJECTS					
Bridge Inspection Reserves	0	5,000	0	5,000	5,000
Bridge Painting	0	0	0	0	0
Bridge Reserves	0	18,000	0	18,000	18,000
Bridge Sidewalk/Curb Painting	0	0	0	0	18,000
Contingency Reserves	0	0	0	0	8,565
Gate Access Control	0	0	0	0	0
Gate Operator Replacement	0	0	0	0	0
Gatehouse Gates	0	0	0	0	0
Hurricane Contingency	2,840	0	2,840	0	40,000
Landscape Improvements	0	0	0	0	0
Landscape Lighting	0	0	0	0	0
Roads	0	0	0	0	40,000
Roads - Root Barrier	0	0	0	0	0
Solar Streetlighting	0	0	0	0	0

	<u>Oct 24</u>	<u>Budget</u>	<u>Oct 24</u>	<u>YTD Budget</u>	<u>Annual Bud...</u>
Street Lighting	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total CAPITAL EXPENDITURES & PROJ...	2,840	23,000	2,840	23,000	129,565
Hurricane Ian Expenses					
Hurricane Ian Debris Cleanup	0	0	0	0	0
Hurricane Ian Gatehouse Repair	0	0	0	0	0
Hurricane Ian Irrigation Repair	0	0	0	0	0
Hurricane Ian Expenses - Other	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Hurricane Ian Expenses	0	0	0	0	0
Irrigation Services	0	0	0	0	0
MAINTENANCE AND LANDSCAPING	0	0	0	0	0
ROADWAY SERVICES					
Repairs & Maintenance	<u>0</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>	<u>10,000</u>
Total ROADWAY SERVICES	0	10,000	0	10,000	10,000
STREET LIGHTING					
Holiday Decor	0	0	0	0	0
R&M - General	0	0	0	0	0
Utilities - Electric	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total STREET LIGHTING	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expense	<u>52,770</u>	<u>91,769</u>	<u>52,770</u>	<u>91,769</u>	<u>233,700</u>
Net Income	<u><u>-51,288</u></u>	<u><u>-59,276</u></u>	<u><u>-51,288</u></u>	<u><u>-59,276</u></u>	<u><u>0</u></u>

Key Marco Community Development District

Reconciliation Detail

Fifth Third Public Fund, Period Ending 10/31/2024

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						230,046.87
Cleared Transactions						
Checks and Payments - 6 items						
Bill Pmt -Check	10/01/2024	ACH	Florida Department ...	X	-175.00	-175.00
Check	10/01/2024	ACH	Square Inc.	X	-10.00	-185.00
Bill Pmt -Check	10/08/2024	1350	Risk Management A...	X	-49,019.99	-49,204.99
Bill Pmt -Check	10/08/2024	1349	Preferred Governme...	X	-620.00	-49,824.99
Bill Pmt -Check	10/08/2024	1348	LJA Engineering	X	-610.00	-50,434.99
Bill Pmt -Check	10/28/2024	ACH	Naples Daily News	X	-856.56	-51,291.55
Total Checks and Payments					-51,291.55	-51,291.55
Deposits and Credits - 3 items						
Deposit	10/31/2024			X	18.93	18.93
Deposit	10/31/2024			X	264.85	283.78
Deposit	10/31/2024			X	2,368.41	2,652.19
Total Deposits and Credits					2,652.19	2,652.19
Total Cleared Transactions					-48,639.36	-48,639.36
Cleared Balance					-48,639.36	181,407.51
Uncleared Transactions						
Checks and Payments - 1 item						
Bill Pmt -Check	04/20/2023	1228	John Esposito		-200.00	-200.00
Total Checks and Payments					-200.00	-200.00
Total Uncleared Transactions					-200.00	-200.00
Register Balance as of 10/31/2024					-48,839.36	181,207.51
New Transactions						
Checks and Payments - 8 items						
Bill Pmt -Check	11/13/2024	1357	Taylor-made Growers		-2,840.00	-2,840.00
Bill Pmt -Check	11/13/2024	1351	Coleman, Yovanovic...		-731.50	-3,571.50
Bill Pmt -Check	11/13/2024	1352	Collier County Prope...		-705.76	-4,277.26
Bill Pmt -Check	11/13/2024	1354	Jennifer Sprague		-200.00	-4,477.26
Bill Pmt -Check	11/13/2024	1353	Jay Rosen		-200.00	-4,677.26
Bill Pmt -Check	11/13/2024	1358	Terri Stanton		-200.00	-4,877.26
Bill Pmt -Check	11/13/2024	1355	Luanne Kerins		-200.00	-5,077.26
Bill Pmt -Check	11/13/2024	1356	Preferred Governme...		-153.33	-5,230.59
Total Checks and Payments					-5,230.59	-5,230.59
Total New Transactions					-5,230.59	-5,230.59
Ending Balance					-54,069.95	175,976.92

Key Marco Community Development District
Reconciliation Detail
Fifth Third Money Market, Period Ending 10/31/2024

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						232,562.23
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	10/31/2024			X	371.04	371.04
Total Deposits and Credits					371.04	371.04
Total Cleared Transactions					371.04	371.04
Cleared Balance					371.04	232,933.27
Register Balance as of 10/31/2024					371.04	232,933.27
Ending Balance					371.04	232,933.27

Key Marco Community Development District
Reconciliation Detail
Seacoast Bank Money Market, Period Ending 10/31/2024

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						236,394.65
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	10/31/2024			X	827.39	827.39
Total Deposits and Credits					827.39	827.39
Total Cleared Transactions					827.39	827.39
Cleared Balance					827.39	237,222.04
Register Balance as of 10/31/2024					827.39	237,222.04
Ending Balance					827.39	237,222.04