



**KEYS COVE
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
OCTOBER 26, 2022
5:00 P.M.**

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

www.keyscovecdd.org
786.347.2711 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
KEYS COVE
COMMUNITY DEVELOPMENT DISTRICT
Keys Cove Community Clubhouse
1455 SE 27th Street
Homestead, Florida 33035
REGULAR BOARD MEETING
October 26, 2022
5:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. June 29, 2022 Regular Board Meeting & PH.....Page 2
- G. Old Business
- H. New Business
 - 1. Consider Approval of Allstate Resource Management 2023 *Additional* Increase Notice for Budgeting Purposes.....Page 6
 - 2. Ratify and Approve Landshore Enterprises Bond Invoice.....Page 7
 - 3. Update on the Status of the Landshore Enterprises, North Lake, Lake Bank Erosion Control and Repairs Project
 - 4. Consider Approval of Auditor Renewal.....Page 19
 - 5. Consider Resolution No. 2022-04 – Authorizing and Adopting an Amended Final Fiscal Year 2021/2022 Budget.....Page 20
- I. **Administrative Matters**
 - 1. Financial Update.....Page 25
 - 2. Accept and Receive 20-Year Stormwater Needs Analysis as required by FS Section 403.9302.....Page 29
- J. Additional Board Member/Staff Comments
- K. Adjourn

Miscellaneous Notices



Published in Miami Daily Business Review on October 17, 2022

Location

Miami-Dade County,

Notice Text

KEYS COVE COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023 REGULAR
MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Keys Cove Community Development District will hold Regular Meetings at 5:00 p.m. in the meeting room area of the Keys Cove Community Clubhouse located at 1455 SE 27th Street, Homestead, Florida 33035, on the following dates:

October 26, 2022

January 25, 2023

March 22, 2023

May 24, 2023

August 23, 2023

The purpose of the meetings is to conduct any business coming before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922 five (5) days prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore, at the location of these meetings there will be a speaker telephone present so that interested persons can attend the meetings at the above location and be fully informed of the discussions taking place either in person or by telephone communication. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

KEYS COVE COMMUNITY DEVELOPMENT DISTRICT

www.keyscovecdd.org

10/17 22-45/0000625748M

**KEYS COVE COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 29, 2022**

A. CALL TO ORDER

The June 29, 2022, Regular Board Meeting of the Keys Cove Community Development District (the "District") was called to order at 5:00 p.m. in the Keys Cove Community Clubhouse located at 1455 SE 27th Street, Homestead, Florida 33035.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 13, 2021, as part of the District's Fiscal Year 2021/2022 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of Chairman Carlos Cabezas, Vice Chairperson Mary Wantuck and Supervisors Jeffrey Louis and Clarence McNish constituted a quorum and it was in order to proceed with the meeting.

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

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. April 27, 2022, Regular Board Meeting

Mrs. Perez presented the minutes of the April 27, 2022, Regular Board Meeting, asking if there were any corrections or additions.

A **MOTION** was made by Supervisor Wantuck, seconded by Supervisor Louis and passed unanimously approving the April 27, 2022, Regular Board Meeting minutes, as presented.

Mrs. Perez then recessed the Regular Board Meeting and simultaneously opened the Public Hearing.

G. PUBLIC HEARING

1. Proof of Publication

Proof of publication was presented that notice of the Public Hearing had been published in the *Miami Daily Business Review* on June 9, 2022, and June 16, 2022, as legally required.

2. Receive Public Comment on Fiscal Year 2022/2023 Final Budget

Mrs. Perez then opened the public comment portion of the Public Hearing. There were no comments.

Mrs. Perez then closed the Public Hearing and simultaneously reconvened the Regular Board Meeting.

3. Consider Resolution No. 2022-02 – Adopting a Fiscal Year 2022/2023 Final Budget

Supervisor Kenneth Bryant arrived at approximately 5:06 p.m.

Mrs. Perez presented Resolution No. 2022-02, entitled:

RESOLUTION NO. 2022-02

A RESOLUTION OF THE KEYS COVE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2022/2023 BUDGET.

Mrs. Perez read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2022/2023 Final Budget and the non-ad valorem special assessment tax roll (Assessment Levy).

A **MOTION** was made by Supervisor Wantuck, seconded by Supervisor Bryant and unanimously passed adopting Resolution No. 2022-02, approving the Fiscal Year 2022/2023 Final Budget, as presented and setting the fiscal year 2022/2023 Final Budget and non-ad valorem special assessment tax roll (Assessment Levy).

H. OLD BUSINESS

There were no Old Business items to come before the Board.

I. NEW BUSINESS

1. Consider Resolution No. 2022-03 – Adopting a Fiscal Year 2022/2023 Meeting Schedule

Mrs. Perez presented Resolution No. 2022-03, entitled:

RESOLUTION NO. 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2022/2023 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

Mrs. Perez read the title of the resolution into the record and noted that meetings would remain at the same location with the start time of 5:00 p.m. on the following dates:

October 26, 2022 *Amended Budget*
January 25, 2023
March 22, 2023 *Proposed Budget*

**May 24, 2023 Final Budget
August 23, 2023**

A **MOTION** was made by Supervisor Wantuck, seconded by Supervisor Bryant and unanimously passed adopting Resolution No. 2022-03, approving the Regular Meeting Schedule for Fiscal Year 2022/2023, as presented.

J. ADMINISTRATIVE MATTERS

1. Financial Update

Mrs. Perez presented the financials in the meeting book and briefly reviewed them with the Board, pointing out that available funds as of May 31, 2022, were \$974,131.31.

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

2. Accept and Receive 2022 Annual Engineer's Report

Mrs. Perez presented the 2022 Annual Engineer's Report.

A **MOTION** was made by Supervisor Louis, seconded by Supervisor Wantuck and passed unanimously accepting and receiving the 2022 Annual Engineer's Report, as presented.

3. 2021 Form 1 – Statement of Financial Interests

Mrs. Perez reminded the Board to complete and send in their 2021 Form 1 – Statement of Financial Interests by the July 1st deadline.

4. 2022 Qualified Candidate Results

Mrs. Perez advised, pursuant to the Miami-Dade County Supervisor of Elections' office, the following incumbents qualified Active and Unopposed:

Seat 1 Mary Wantuck

Seat 2 Carlos Cabezas

Seat 5 Kenneth D Bryant

K. ADDITIONAL BOARD MEMBER/STAFF COMMENTS

There were no further comments.

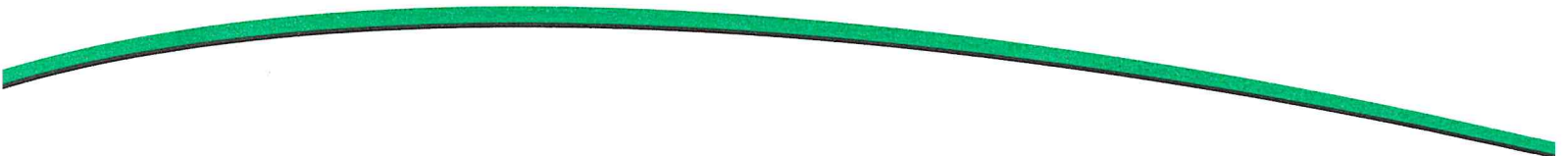
L. ADJOURNMENT

There being no further business to come before the Board, a **MOTION** was made by Supervisor Cabezas, seconded by Supervisor Louis adjourning the Regular Board Meeting at 5:20 p.m. The **MOTION** carried unanimously.

ATTESTED BY:

Secretary/Assistant Secretary

Chairman/Vice-Chair



We understand that many of you are heading into budget season. Unfortunately, the cost of fuel and goods to maintain your accounts has seen a dramatic increase in the last year. Many products to keep waterways and preserves healthy and clean have risen as much as 80%.

There has been no decision on the final increase for next year (2023), but we recommend budgeting for an increase of 5-10%. We are hoping to keep your costs on the lower end, but unfortunately there has been no slowdown in the increase we have been incurring.

We hope you understand and if prices drop in the future we can look to adjust accordingly.



www.altersurety.com

August 8, 2022

Keys Cove Community Development District
2501 A Burns Road
Palm Beach Gardens, FL 33410

RE: Landshore Enterprises, LLC
Project: Permitting and Restoration of Shoreline for Lake 1 North
Bond No. SUR0006274


To Whom It May Concern:

We have executed the enclosed bonds on behalf of the above captioned contractor in favor of the Keys Cove Community Development District. Please note that we have not dated the bonds or the Power of Attorney. The copy of the contract we received was not dated and as the bonds follow the contract they should not be dated prior to the contract.

Please accept this letter as authorization to date the enclosed Performance bond(s), Payment bond(s), and the attached Power of Attorney for the captioned project. Please date these items concurrently with the contract date and fax a copy to our office at 305-328-4838 or email doreen@altersurety.com **so that we can activate the bond coverage.**

Please do not hesitate to contact our office should you have any questions in this regard. Thank you.

Yours truly,
Frankenmuth Mutual Insurance Company



David T. Satine,
Attorney-in-Fact

ALTER SURETY GROUP, INC.

Bond Department - Public Works Bond

In compliance with Florida Statute Chapter 255.05, the provisions and limitations of section 255.05 Florida Statutes, including but not limited to, the notice and time limitations in Sections 255.05(2) and 255.05(10) are incorporated in this bond by reference.

Bond Number: SUR0006274

Contractor Landshore Enterprises, LLC
Address & 118 Shamrock Boulevard, Venice, FL. 34293
Phone No.: (954) 327-3300

Surety Frankenmuth Mutual Insurance Company
Address & One Mutual Avenue Frankenmuth, MI 48787-0001
Phone No.: 989-652-6121

Owner Name: Keys Cove Community Development District
Address & 2501 A Burns Road Palm Beach Gardens, FL 33410
Phone No.: 786-347-2711 X2011

Contracting Public Entity
(if different from the owner)
Address &
Phone No.:

Contract/Project Number:

Project Name: Permitting and Restoration of Shoreline for Lake 1 North.

Project Location: City of Homestead, Florida located in the Keys Cove CDD.

Legal Description
And Street Address:

Description of Improvement: Permitting and Restoration of Shoreline for Lake 1 North.

This bond is given to comply with section 255.05 Florida Statutes and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. Any provision of this bond which conflict with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the *front page* of the bond.

All other page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Landshore Enterprises, LLC

118 Shamrock Boulevard

Venice, FL 34293

SURETY:

(Name, legal status and principal place of business)

Frankenmuth Mutual Insurance Company

One Mutual Avenue

Frankenmuth, MI 48787-0001

Mailing Address for Notices

One Mutual Avenue

Frankenmuth, MI 48787-0001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Keys Cove Community Development District

2501 A Burns Road

Palm Beach Gardens, FL 33410

CONSTRUCTION CONTRACT

Date:

Amount: \$ Two Hundred Forty-three Thousand One Hundred Ninety-three & 00/100 (\$243,193.00)

Description:

(Name and location)

Permitting and Restoration of Shoreline for Lake 1 North

City of Homestead, Florida Located in the Keys Cove Community Development District

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ Two Hundred Forty-three Thousand One Hundred Ninety-three & 00/100 (\$243,193.00)

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

Landshore Enterprises, LLC

(Corporate Seal)

SURETY

Company:

Frankenmuth Mutual Insurance Company

(Corporate Seal)

Signature: _____

Name
and Title:

Signature: _____

Name David T. Satine
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Alter Surety Group, Inc.

5979 NW 151st Street, Suite 202

Miami Lakes, FL 33014

305-517-3803

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Alvarez Engineers, Inc.

8935 NW 35th Lane, Suite 101

Doral, FL 33172

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

None

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Landshore Enterprises, LLC

118 Shamrock Boulevard

Venice, FL 34293

SURETY:

(Name, legal status and principal place of business)

Frankenmuth Mutual Insurance Company

One Mutual Avenue

Frankenmuth, MI 48787-0001

Mailing Address for Notices

One Mutual Avenue

Frankenmuth, MI 48787-0001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Keys Cove Community Development District

2501 A Burns Road

Palm Beach Gardens, FL 33410

CONSTRUCTION CONTRACT

Date:

Amount: \$ Two Hundred Forty-three Thousand One Hundred Ninety-three & 00/100 (\$243,193.00)

Description:

(Name and location)

Permitting and Restoration of Shoreline for Lake 1 North

City of Homestead, Florida Located in the Keys Cove Community Development District

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ Two Hundred Forty-three Thousand One Hundred Ninety-three & 00/100 (\$243,193.00)

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Landshore Enterprises, LLC

SURETY

Company:

(Corporate Seal)

Frankenmuth Mutual Insurance Company

Signature: _____

Name
and Title:

Signature: _____

Name David T. Satine
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Alter Surety Group, Inc.

5979 NW 151st Street, Suite 202

Miami Lakes, FL 33014

305-517-3803

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Alvarez Engineers, Inc.

8935 NW 35th Lane, Suite 101

Doral, FL 33172

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

The provisions and limitation of section 255.05 Florida Statutes, including but not limited to the notice and time limitations in sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz

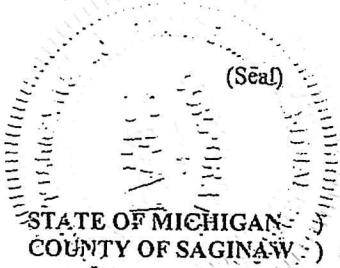
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company

By Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

STATE OF MICHIGAN
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, depose and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

Dianne L. Voss (Seal)

Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this _____ day of _____, 2022

Andrew H. Knudsen

Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED
TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

**ALTER SURETY GROUP, INC.**

5979 N. W. 151 Street Suite 202
Miami Lakes, FL 33014
305-517-3803

CONTRACT BOND INVOICE

Date	Surety Company	Invoice
8/9/2022	FRANKENMUTH	9913

Account	Bond Number
LE - 101	SUR0006274

Bill To:

LANDSHORE ENTERPRISES, LLC
118 Shamrock Boulevard
North Venice, FL 34293

Effective Date	Terms	CSR	Producer
8/8/2022	Due on receipt	Doreen	DTS
Item #	Obligee / Description	Amount	
Contract Bond FL,	SUR0006274-Frankenmuth Mutual Insurance Company, Bond Amount \$243,193, Keys Cove Community Development District Permitting and Restoration of Shoreline for Lake 1 North in the City of Homestead. located in the Keys Cove CDD	4,864.00	

Please note, the bond premium is based on "final" contract sum, so there may be an adjustment if there are change orders to either increase or decrease the original contract price. For any questions, please contact Lynn Dowling at lynn@altersurety.com or call directly at 786-817-6412
IF YOU CHOSE TO PAY BY CREDIT CARD THERE IS A 3.5% CREDIT CARD CHARGE BY OUR BANK.

Total	\$4,864.00
Payments/Credits	\$0.00
Balance Due	\$4,864.00

October 26, 2022

RE: Keys Cove Community Development District Auditor Renewal

At the October 23, 2019 Keys Cove Community Development District Board Of Supervisors meeting, the firm of Grau & Associates was selected to perform the 9-30-2019, 9-30-2020 and 9-30-2021 year end audits of the District with an option to perform the 9-30-2022 and 9-30-23 audits.

The fees for the 9-30-2019 audit were \$3,400. The fees for the 9-30-2020 audit were \$3,500. And the fees for the 9-30-2021 audit were \$3,600. The proposed fees for the 9-30-2022 audit is \$3,700, which is the budgeted amount for audit fees for Fiscal Year 2022/2023. The proposed fee for the 9-30-2023 audit is \$3,800.

Management is pleased with the professionalism and the competence of the Grau & Associates partners and staff; therefore, management recommends that the Board approve the renewal option for the Fiscal Year Ending 9-30-2022 and 9-30-2023 audits for Grau & Associates.

Special District Services, Inc.

RESOLUTION NO. 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Keys Cove Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KEYS COVE COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The Amended Budget for Fiscal Year 2021/2022 attached hereto as Exhibit “A” is hereby approved and adopted.

Section 2. The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 26th day of October, 2022.

ATTEST:

**KEYS COVE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Keys Cove
Community Development District

**Amended Final Budget For
Fiscal Year 2021/2022
October 1, 2021 - September 30, 2022**

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- I AMENDED FINAL OPERATING FUND BUDGET**
- II AMENDED FINAL DEBT SERVICE FUND BUDGET**

AMENDED FINAL BUDGET
KEYS COVE COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2021/2022 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
REVENUES			
Administrative Assessments	81,471	84,431	84,431
Maintenance Assessments	532,634	532,637	532,637
Debt Assessments	613,370	613,377	613,377
Other Revenues	0	0	0
Interest Income	540	1,710	1,699
Total Revenues	\$ 1,228,015	\$ 1,232,155	\$ 1,232,144
ADMINISTRATIVE EXPENDITURES			
Supervisor Fees	5,000	3,400	3,400
Payroll Taxes - Employer	400	260	260
Management	32,088	32,088	32,088
Reimbursables (Postage/Office Supplies)	1,050	950	869
Legal	10,500	11,300	10,260
Assessment Roll	7,500	7,500	7,500
Audit Fees	3,600	3,600	3,600
Arbitrage Rebate Fee	650	650	650
Insurance	7,360	6,925	6,925
Legal Advertisements	750	750	433
Miscellaneous	950	1,700	1,625
Dues & Subscriptions	175	175	175
Trustee Fees	4,750	4,031	4,031
Website Management	2,000	2,000	2,000
Continuing Disclosure Fee	350	350	350
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 77,123	\$ 75,679	\$ 74,166
MAINTENANCE EXPENDITURES			
Maintenance Contingency	33,290	10,000	0
Storm Drainage Maintenance	20,520	20,520	5,540
Roadway Resurfacing Project	35,715	35,715	0
Maintenance Reserve	25,000	5,000	0
Fountain Maintenance	10,000	5,000	1,585
Holiday Contribution	2,500	1,250	0
Engineering/Inspections	5,000	9,000	6,473
North Lake Erosion Project	368,651	368,651	7,519
TOTAL MAINTENANCE EXPENDITURES	\$ 500,676	\$ 455,136	\$ 21,117
TOTAL EXPENDITURES	\$ 577,799	\$ 530,815	\$ 95,283
EXCESS/ (SHORTFALL)	\$ 650,216	\$ 701,340	\$ 1,136,861
Bond Payments	(576,568)	(586,954)	(586,954)
Balance	\$ 73,648	\$ 114,386	\$ 549,907
County Appraiser & Tax Collector Fee	(24,549)	(11,893)	(11,893)
Discounts For Early Payments	(49,099)	(41,015)	(41,015)
Excess/ (Shortfall)	\$ -	\$ 61,478	\$ 496,999
Carryover From Prior Year	0	0	0
Net Excess/ (Shortfall)	\$ -	\$ 61,478	\$ 496,999
FUND BALANCE AS OF 9/30/21		\$751,569	
FY 2021/2022 ACTIVITY		\$61,478	
FUND BALANCE AS OF 9/30/22		\$813,047	

Notes

Fund Balance Includes Storm Drainage, Roadway Resurfacing And Emergency/Improvements (Erosion Project) Reserves.
Reserve Funds Balance As Of 9/30/2022 is \$267,295 -
Unspent Storm Drainage Maintenance, Roadway Resurfacing & Emergency/Improvements (Erosion Project) To Be Added To Reserve.

AMENDED FINAL BUDGET
KEYS COVE COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2021/2022 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
REVENUES			
Interest Income	50	570	567
NAV Tax Collection	576,568	586,954	586,954
Total Revenues	\$ 576,618	\$ 587,524	\$ 587,521
EXPENDITURES			
Principal Payments	399,000	399,000	399,000
Interest Payments	163,943	169,130	169,130
Bond Redemption	13,675	0	0
Total Expenditures	\$ 576,618	\$ 568,130	\$ 568,130
EXCESS/ (SHORTFALL)	\$ -	\$ 19,394	\$ 19,391

FUND BALANCE AS OF 9/30/21	\$335,356
FY 2021/2022 ACTIVITY	\$19,394
FUND BALANCE AS OF 9/30/22	\$354,750

Note*: Reserve Fund Balance = \$100,476. Revenue Fund Balance = \$254,274.
Revenue Fund Balance To Be Used To Make 11/1/2022 Interest Payment Of \$79,378.
* Approximate Amounts

Series 2019 Bond Refunding Information

Original Par Amount =	\$7,322,000	Annual Principal Payments Due:
Interest Rate =	2.60%	May 1st
Issue Date =	December 2019	Annual Interest Payments Due:
Maturity Date =	May 2035	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$6,106,000	

Keys Cove
Community Development District

**Financial Report For
September 2022**

Keys Cove Community Development District
Budget vs. Actual
October 2021 through September 2022

	Oct 21 - Sept 22	21-22 Budget	\$ Over Budget	% of Budget
Income				
363.100 · Admin Assessment Income	84,431.17	81,471.00	2,960.17	103.63%
363.101 · Maint Assessment Income	532,637.10	532,634.00	3.10	100.0%
363.399 · Carryover From Prior Year	0.00	0.00	0.00	0.0%
363.810 · Debt Assessment	613,377.20	613,370.00	7.20	100.0%
363.820 · Debt Assessment-Paid To Trustee	-586,953.65	-576,568.00	-10,385.65	101.8%
363.830 · Assessment Fees	-11,893.36	-24,549.00	12,655.64	48.45%
363.831 · Assessment Discounts	-41,014.90	-49,099.00	8,084.10	83.54%
369.401 · Interest Income	1,698.75	540.00	1,158.75	314.58%
Total Income	592,282.31	577,799.00	14,483.31	102.51%
Expense				
511.122 · Payroll Expense	260.10	400.00	-139.90	65.03%
511.131 · Supervisor Fees	3,400.00	5,000.00	-1,600.00	68.0%
511.301 · Maintenance/Contingency	0.00	33,290.00	-33,290.00	0.0%
511.302 · Storm Drainage Maintenance	5,540.00	20,520.00	-14,980.00	27.0%
511.303 · Roadway Resurfacing Project	0.00	35,715.00	-35,715.00	0.0%
511.304 · Maintenance Reserve	0.00	25,000.00	-25,000.00	0.0%
511.307 · Fountain Maintenance	1,585.00	10,000.00	-8,415.00	15.85%
511.308 · Holiday Lighting	0.00	2,500.00	-2,500.00	0.0%
511.310 · Engineering	6,473.48	5,000.00	1,473.48	129.47%
511.311 · Management Fees	32,088.00	32,088.00	0.00	100.0%
511.315 · Legal Fees	10,260.00	10,500.00	-240.00	97.71%
511.318 · Assessment/Tax Roll	7,500.00	7,500.00	0.00	100.0%
511.320 · Audit Fees	3,600.00	3,600.00	0.00	100.0%
511.330 · Arbitrage Rebate Fee	650.00	650.00	0.00	100.0%
511.450 · Insurance	6,925.00	7,360.00	-435.00	94.09%
511.480 · Legal Advertisements	433.34	750.00	-316.66	57.78%
511.512 · Miscellaneous	1,624.33	950.00	674.33	170.98%
511.515 · Reimbursables	868.77	1,050.00	-181.23	82.74%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.733 · Trustee Fees	4,031.25	4,750.00	-718.75	84.87%
511.734 · Continuing Disclosure Fee	350.00	350.00	0.00	100.0%
511.737 · North Lake Erosion Project	7,519.00	368,651.00	-361,132.00	2.04%
511.750 · Website Management	1,999.92	2,000.00	-0.08	100.0%
Total Expense	95,283.19	577,799.00	-482,515.81	16.49%
Net Income	496,999.12	0.00	496,999.12	100.0%

**KEYS COVE COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
SEPTEMBER 2022**

	Annual Budget 10/1/21 - 9/30/22	Actual Sep-22	Year To Date Actual 10/1/21 - 9/30/22
REVENUES			
ADMINISTRATIVE ASSESSMENTS	81,471	0	84,431
MAINTENANCE ASSESSMENTS	532,634	0	532,637
DEBT ASSESSMENTS	613,370	0	613,377
OTHER REVENUES	0	0	0
INTEREST INCOME	540	0	1,699
Total Revenues	\$ 1,228,015	\$ -	\$ 1,232,144
EXPENDITURES			
MAINTENANCE EXPENDITURES			
MAINTENANCE CONTINGENCY	33,290	0	0
STORM DRAINAGE MAINTENANCE	20,520	0	5,540
ROADWAY RESURFACING PROJECT	35,715	0	0
MAINTENANCE RESERVE	25,000	0	0
FOUNTAIN MAINTENANCE	10,000	0	1,585
HOLIDAY CONTRIBUTION	2,500	0	0
ENGINEERING/INSPECTIONS	5,000	0	6,473
NORTH LAKE EROSION PROJECT	368,651	0	7,519
TOTAL MAINTENANCE EXPENDITURES	\$ 500,676	\$ -	\$ 21,117
ADMINISTRATIVE EXPENDITURES			
SUPERVISOR FEES	5,000	0	3,400
EMPLOYER TAXES	400	0	260
MANAGEMENT	32,088	2,674	32,088
REIMBURSABLES (POSTAGE/OFFICE SUPPLIES)	1,050	10	869
LEGAL	10,500	0	10,260
ASSESSMENT ROLL	7,500	7,500	7,500
AUDIT FEES	3,600	0	3,600
ARBITRAGE REBATE FEE	650	0	650
INSURANCE	7,360	0	6,925
LEGAL ADVERTISING	750	0	433
MISCELLANEOUS	950	0	1,625
DUES & SUBSCRIPTIONS	175	0	175
TRUSTEE FEES	4,750	0	4,031
WEBSITE MANAGEMENT	2,000	167	2,000
CONTINUING DISCLOSURE FEE	350	350	350
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 77,123	\$ 10,701	\$ 74,166
Total Expenditures	\$ 577,799	\$ 10,701	\$ 95,283
REVENUES LESS EXPENDITURES	\$ 650,216	\$ (10,701)	\$ 1,136,861
BOND PAYMENTS	(576,568)	0	(586,954)
BALANCE	\$ 73,648	\$ (10,701)	\$ 549,907
COUNTY APPRAISER & TAX COLLECTOR FEE	(24,549)	0	(11,893)
DISCOUNTS FOR EARLY PAYMENTS	(49,099)	0	(41,015)
EXCESS/ (SHORTFALL)	\$ -	\$ (10,701)	\$ 496,999
CARRYOVER FROM PRIOR YEAR	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (10,701)	\$ 496,999

Bank Balance As Of 9/30/22	\$ 1,259,769.41
Accounts Payable As Of 9/30/22	\$ 11,200.99
Accounts Receivable As Of 9/30/22	\$ -
Reserve For Storm Drainage Maintenance As Of 9/30/22	\$ 80,795.00
Reserve For Roadway Resurfacing Project As Of 9/30/22	\$ 104,100.00
Reserve For Emergency/Improvements (Erosion Project) As Of 9/30/22	\$ 82,400.00
Available Funds As Of 9/30/22	\$ 981,273.42

**KEYS COVE CDD
TAX COLLECTIONS
2021-2022**

#	ID#	PAYMENT FROM	DATE	FOR	Tax Collect Receipts	Interest Received	Commissions Paid	Discount	Net From Tax Collector	Admin Assessment Income (Before Discounts & Fees)	Maint Assessment Income (Before Discounts & Fees)	Debt Assessment Income (Before Discounts & Fees)	Admin Assessment Income (After Discounts & Fees)	Maint Assessment Income (After Discounts & Fees)	Debt Assessment Income (After Discounts & Fees)	Debt Assessment Paid to Trustee
									\$ 1,227,475	\$ 81,471	\$ 532,634	\$ 613,370	\$ 81,471	\$ 532,634	\$ 613,370	
									\$ 1,153,827	\$ 76,583	\$ 500,676	\$ 576,568	\$ 76,583	\$ 500,676	\$ 576,568	\$ 576,568
1	1	Miami-Dade Tax Collector	11/26/21	NAV Taxes	\$ 228,071.07		\$ (2,188.97)	\$ (9,173.97)	\$ 216,708.13	\$ 15,143.87	\$ 98,960.05	\$ 113,967.15	\$ 14,389.33	\$ 94,029.65	\$ 108,289.15	\$ 108,289.15
2	2	Miami-Dade Tax Collector	12/03/21	NAV Taxes	\$ 378,078.00		\$ (3,629.55)	\$ (15,123.00)	\$ 359,325.45	\$ 25,095.00	\$ 164,058.00	\$ 188,925.00	\$ 23,850.35	\$ 155,920.75	\$ 179,554.35	\$ 179,554.35
3	3	Miami-Dade Tax Collector	12/08/21	NAV Taxes	\$ 279,777.72		\$ (2,685.87)	\$ (11,191.02)	\$ 265,900.83	\$ 18,570.30	\$ 121,402.92	\$ 139,804.50	\$ 17,649.23	\$ 115,381.35	\$ 132,870.25	\$ 132,870.25
4	4	Miami-Dade Tax Collector	12/20/21	NAV Taxes	\$ 74,355.34		\$ (716.08)	\$ (2,747.39)	\$ 70,891.87	\$ 4,935.35	\$ 32,264.74	\$ 37,155.25	\$ 4,705.42	\$ 30,761.85	\$ 35,424.60	\$ 35,424.60
5	5	Miami-Dade Tax Collector	01/11/22	NAV Taxes	\$ 42,783.95		\$ (415.16)	\$ (1,267.24)	\$ 41,101.55	\$ 2,840.80	\$ 18,564.00	\$ 21,379.15	\$ 2,729.05	\$ 17,834.00	\$ 20,538.50	\$ 20,538.50
6	6	Miami-Dade Tax Collector	02/18/22	NAV Taxes	\$ 57,971.96		\$ (567.88)	\$ (1,184.66)	\$ 56,219.42	\$ 3,847.90	\$ 25,155.56	\$ 28,968.50	\$ 3,731.32	\$ 24,395.20	\$ 28,092.90	\$ 28,092.90
7	7	Miami-Dade Tax Collector	03/14/22	NAV Taxes	\$ 28,985.98		\$ (286.71)	\$ (315.02)	\$ 28,384.25	\$ 1,923.95	\$ 12,577.78	\$ 14,484.25	\$ 1,884.00	\$ 12,316.65	\$ 14,183.60	\$ 14,183.60
8	Int - 1	Miami-Dade Tax Collector	02/28/22	Interest		\$ 38.79			\$ 38.79	\$ 38.79			\$ 38.79			\$ -
9	8	Miami-Dade Tax Collector	04/27/22	NAV Taxes	\$ 63,649.86		\$ (636.37)	\$ (12.60)	\$ 63,000.89	\$ 4,226.31	\$ 27,617.70	\$ 31,805.85	\$ 4,183.14	\$ 27,336.15	\$ 31,481.60	\$ 31,481.60
10	Int - 2	Miami-Dade Tax Collector	05/09/22	Interest		\$ 16.14			\$ 16.14	\$ 16.14			\$ 16.14			\$ -
11	9	Miami-Dade Tax Collector	06/02/22	NAV Taxes/Interest	\$ 16,383.38	\$ 415.89	\$ (167.99)		\$ 16,631.28	\$ 1,503.34	\$ 7,109.18	\$ 8,186.75	\$ 1,488.28	\$ 7,038.10	\$ 8,104.90	\$ 8,104.90
12	10	Miami-Dade Tax Collector	06/23/22	NAV Taxes/Interest	\$ 9,546.10	\$ 286.40	\$ (98.33)		\$ 9,734.17	\$ 920.25	\$ 4,142.05	\$ 4,770.20	\$ 911.02	\$ 4,100.65	\$ 4,722.50	\$ 4,722.50
13	11	Miami-Dade Tax Collector	07/22/22	NAV Taxes/Interest (TC)	\$ 47,889.88	\$ 2,154.99	\$ (500.45)		\$ 49,544.42	\$ 5,329.15	\$ 20,785.12	\$ 23,930.60	\$ 5,275.85	\$ 20,577.27	\$ 23,691.30	\$ 23,691.30
14	Int - 3	Miami-Dade Tax Collector	08/16/22	Interest		\$ 40.02			\$ 40.02	\$ 40.02			\$ 40.02			\$ -
15									\$ -							\$ -
16									\$ -							\$ -
					\$ 1,227,493.24	\$ 2,952.23	\$ (11,893.36)	\$ (41,014.90)	\$ 1,177,537.21	\$ 84,431.17	\$ 532,637.10	\$ 613,377.20	\$ 80,891.94	\$ 509,691.62	\$ 586,953.65	\$ 586,953.65

Total Assessment Roll = 1,227,493.24

Debt Assessments
On Roll = 613,376

Note: \$1,227,475, \$81,471, \$532,634 and \$613,370 are 2021/2022 Budgeted assessments before discounts and fees.

Note: \$1,153,827, \$76,583, \$500,676 and \$576,568 are 2021/2022 Budgeted assessments after discounts and fees.

\$ 1,227,493.24	
\$ 2,952.23	\$ 1,177,537.21
\$ (84,431.17)	\$ (80,891.94)
\$ (532,637.10)	\$ (509,691.62)
\$ (613,377.20)	\$ (586,953.65)
\$ -	\$ -

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document.

Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (*e.g.*, five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.*, FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (*e.g.*, Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

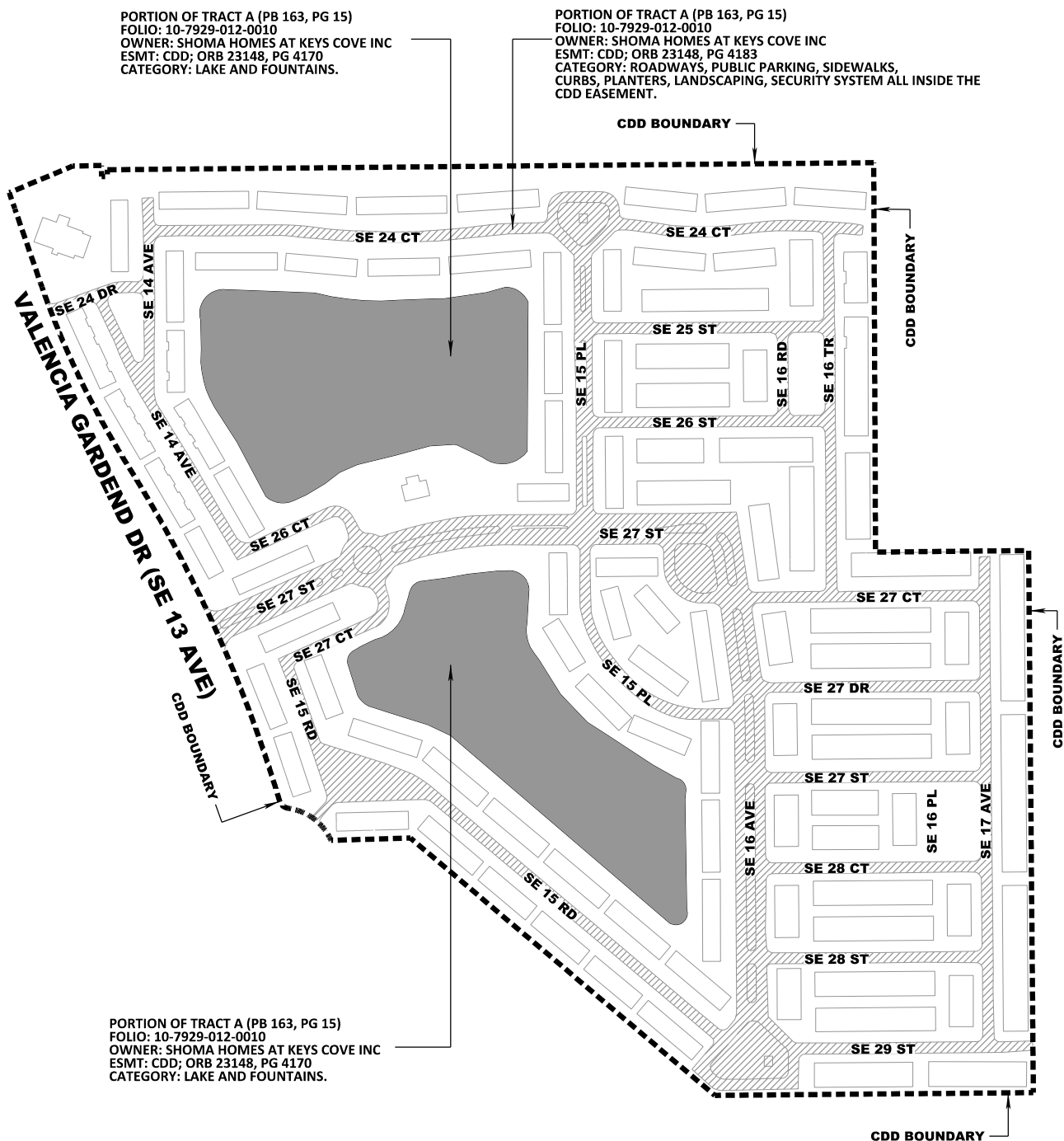
[Part 5](#)

[Part 6](#)

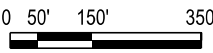
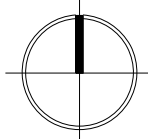
[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)



LEGEND:
 ESMT: EASEMENT
 ORB: OFFICIAL RECORD BOOK
 PB: PLAT BOOK
 PG: PAGE



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EXHIBIT 1